



Post Office Box 461
Camp Meeker, CA 95419
707-874-9246
www.campmeeker.org

**REGULAR MEETING
OF THE BOARD OF DIRECTORS
LOCATION: TELECONFERENCE – SEE BELOW
MAY 18, 2021 7:00 P.M.
AGENDA**

IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:

Based on the mandates by the Governor in Executive Order N-25-20 and the Sonoma County Health Officer (Order C-19-02) to shelter in place and the guidance from the CDC to minimize the spread of the COVID-19, please note the following changes to the District's meeting procedures:

- The District office and Anderson Hall are not open to the public at this time.
- The meeting will be conducted via teleconferencing using Go To Meeting (See Executive Order N-29-20)
- All members of the public seeking to observe and/or to address the local legislative body may participate in the meeting telephonically or otherwise electronically in the manner described below.

HOW TO OBSERVE THE MEETING:

CMRPD Board meeting 5/18/2021

Tue, May 18, 2021 7:00 PM - 9:00 PM (PDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/812171557>

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

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Access Code: 812-171-557

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/812171557>

HOW TO SUBMIT PUBLIC COMMENTS:

Written/Read Aloud: Please email your comments to comments@campmeeker.org, write "Public Comment" in the subject line. In the body of the email include the agenda item number and title, as well as your comments. If you would like your comment read aloud at the meeting (not to exceed three minutes at staff's cadence), prominently write "Read Aloud at Meeting" at the top of the email.

All comments received before Monday, May 17, 2021 at 5:00 p.m. will be included as an agenda supplement on the District's website under the relevant meeting date and provided to the Board members at the meeting. Comments received after this time will be treated as telephonic/electronic comments.

Telephonic/Electronic Comments: During the meeting, the Board President or designee will announce the opportunity to make public comments and identify the cut off time for submission. A short recess (generally, less than two minutes) will take place during the time public comment is open to allow the comments to be collected. **All users will be unmuted during this time. If you are connected using a phone, or have a microphone on your computer, please state your name, and wait to be recognized. Alternatively, you may also type comments into the chat window, in GoToMeeting. These will be read aloud during the public comment period.**

ACCESSIBILITY INFORMATION:

Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting should contact the District's Administrator, at least 48 hours before the meeting at 707-874-9246 or admin@campmeeker.org. Advanced notification will enable the District to swiftly resolve such requests to insure accessibility.

PUBLIC RECORDS:

Public records that relate to any item on the open session agenda for a meeting are available for public inspections. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time, they are distributed to all or a majority of the members of the Board. The Board has designated the District's website located at <https://www.campmeeker.org> as the place for making those public records available for inspections. The documents may also be obtained by calling the District's Administrator at 707-874-9246.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. STATEMENTS OF ABSTENTION

V. PUBLIC COMMENT

The public may address the Board of topics NOT covered by this agenda. Testimony is limited to three minutes. Please state your first and last names clearly so that it can be correctly entered in the minutes.

Camp Meeker Recreation and Park District
Board Meeting Agenda
May 18, 2021

VI. CONSENT ITEMS (10 minutes)

- A. Approval of Minutes
 - 1. April 20, 2021 Minutes
- B. Payment of Claims
- C. Journal Entry Approval
 - JV2021-043: Tax and Direct Charge Transfer-County of Sonoma/Wells Fargo Bank
- D. Administrative and Financial Report

VII. REPORT OF THE WATER SYSTEM OPERATOR (Russian River Utility)

- A. System Operations
- B. Accounts Receivable

VIII. PRESENTATION: VEGETATION MANAGEMENT/FIRE SAFETY, (Henry Baker)
DESCRIPTION:

IX. ACTION ITEMS

- A. DUTCH BILL WATER RELEASE: 2021 TEMPORARY URGENCY CHANGE PETITION
(Anthony Tominia, MaryAnn King, Trout Unlimited, 10 minutes)
DESCRIPTION: The Board authorized the filing of a TUCP for the years 2020 and 2021 at its March 17, 2020 meeting that will facilitate water releases into Dutch Bill Creek for the benefit of Coho salmon and steelhead. It is apparent that flows appear to be lowering to the point where it would be good to enhance them earlier this year. The Board President was authorized to sign the appropriate documents for the years 2020 and 2021 on 3/17/2020. The 2021 TUCP documents will be reviewed.
PROPOSED ACTION: The Board may/may not approve the TUCP documents for 2021 as presented and confirm its March 17, 2020 authorization for the Board President to execute appropriate 2021 TUPC documents.
- B. UPDATE: REQUEST FOR REFUND: WATER ACCOUNT 139, 87 FIRST AVENUE (APN 075-144-011), MICHELE COCHRANE (TENANT)
DESCRIPTION: Ms. Cochrane, tenant at 87 First Avenue, has submitted a request for a refund in the amount of \$192.91. The leak was in the meter box. This connection is an income property managed by Russian River Realty and Barbara Post, the owner, resides in Arkansas. Receipts for documentation of the repair included in the request have been received since the last Board meeting. This connection and future tenants would not be eligible for credit going forward within the established five (5) year qualification period.
PROPOSED ACTION: The Board may/may not approve the request of Michele Cochrane for a refund in the amount of 192.91 for account 139, the connection at 87 First Avenue (APN 075-144-011).

Camp Meeker Recreation and Park District
Board Meeting Agenda
May 18, 2021

- C. UPDATE: REQUEST FOR WAIVER OF PAST DUE ACCOUNT, WATER ACCOUNT 149, 79 MISSION (APN 075-146-002) HEARTS HOME FOUNDATION
DESCRIPTION: At its April 20 meeting, Ruth Bean, Vice President of Hearts Home Foundation was directed by the Board to negotiate a payment plan with Russian River staff. Several plans were developed and presented to Ms. Bean/Hearts Home and these were not deemed feasible by Ms. Bean/Hearts Home. The Board will discuss further possible actions and outcomes.
PROPOSED ACTION: The Board may/may not take further action with respect to the Hearts Home/Ruth Bean (Account 149) past due water account.
- D. UPDATE: WATER SUBCOMMITTEE (Anthony Tominia, Gary Helfrich 10 minutes)
DESCRIPTION: The water subcommittee will report regarding progress of various ongoing tasks including permit extension, OCSJ joint meeting, water code update, and Alliance Redwoods project.
PROPOSED ACTION: The Board may/may not take further action regarding these issues.
- E. UPDATE: DELINQUENT WATER CUSTOMERS LIENS (Anthony Tominia, John McDaniel, & Staff, 10 minutes)
DESCRIPTION: The Board will discuss the placing of liens against seriously delinquent water customer accounts parcels in order to insure collection of past due accounts.
PROPOSED ACTION: The Board may/may not take further action regarding this issue.
- F. UPDATE: PARK CLEANUP, HOURS OF USAGE AND RELATED ISSUES (Anthony Tominia, 10 minutes)
DESCRIPTION: Director Tominia will report about clean-up activities in the park area adjacent to Dutch Bill Creek, signage regarding hours of usage and related issues pertaining to park management.
PROPOSED ACTION: The Board may/may not assign tasks to complete the project.
- G. ALLPAID MERCHANT SERVICES CONTRACT (John McDaniel, Staff 10 minutes)
DESCRIPTION: District Counsel Martin Hirsch has reviewed the contract provided by AllPaid to provide water customers with merchant credit card services, AllPaid staff have met with RRU and Board members regarding the system and Russian River Utility has executed the appropriate contract amendment to insure no liability to the District. The Board will be asked to approve the contractual AllPaid agreement.
PROPOSED ACTION: The Board will/will not authorize the Board President to execute an agreement with AllPaid, Inc. to provide merchant credit card services to water customers.
- H. COUNTY OF SONOMA: Direct Charge Collection Agreement
DESCRIPTION: Prior to the actual collection and billing of the direct charges and water service charges through the County Tax Rolls, the District signed an agreement to initiate that process. Significant years have passed since the first agreement was signed, and the County is updating all the billing/collection agreements.
PROPOSED ACTION: The Board may/may not authorize the Board President to sign the agreement with the County of Sonoma relative to billing and collection of direct charges and water service charges.

Camp Meeker Recreation and Park District
Board Meeting Agenda
May 18, 2021

I. UPDATE: ST. DOROTHY'S LAND ACQUISITION AND EASEMENT

(Gary Helfrich, John McDaniel, 10 minutes)

DESCRIPTION: The ad hoc subcommittee will review progress and present status of proposed land acquisition and related easement information.

PROPOSED ACTION: The Board may/may not take further action regarding this issue.

X. DIRECTORS' REPORTS

DESCRIPTION: This item is for information reporting only. In conformance with the Brown Act, there shall be no discussion or actions taken by the Board on any such report. No public testimony shall take place. If discussion and/or action is desired, the matter may be placed on a future agenda, notice thereof duly given, and action/discussion had at the future meeting.

PROPOSED ACTION: No action or discussion to take place

XI. ADJOURNMENT

HOW TO GET AN ITEM ON THE AGENDA

Requests for items for the agenda of the regular meetings of the Camp Meeker Recreation and Park District must be submitted to the District in writing or through the District's website.

Regular meetings are held the 3rd Tuesday of each month. The District must receive submissions no later than fourteen (14) calendar days before a meeting.

Submit your agenda items in writing to: Camp Meeker Recreation and Park District, Post Office Box 461, Camp Meeker, CA 95419. Be sure to include your name, address and phone number. Anonymous submissions will not be considered for discussion. Items will be included in an agenda based on the number of issues to be discussed.

Submit your agenda items using the District's website at the following address:

http://www.campmeeker.org/wordpress/?page_id=224



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**REGULAR MEETING
OF THE BOARD OF DIRECTORS
APRIL 20, 2021 7:00 P.M.
MINUTES**

I. CALL TO ORDER

The meeting was called to order online at 7:00 p.m. by President Tominia.

II. ROLL CALL

Directors Tominia, Helfrich, McDaniel, Larsen, and Watson were present. Also present were District Administrator Cheryl Doran-Girard and Robert Sherod of Russian River Utility.

III. APPROVAL OF AGENDA

A motion was made by Valery Larson, and seconded by Gary Helfrich to approve the agenda as posted with the exception of item J-AllPaid Contract.

Directors Tominia, Helfrich, McDaniel, Larson and Watson voted yes.

Ayes: 5 Noes: 0 Abstain: 0 Absent: 0

The motion was approved.

IV. STATEMENTS OF ABSTENTION

There were no statements of abstention.

V. PUBLIC COMMENT

Fawn Nekton briefly reviewed a collaborative grant opportunity from Cal Fire, listing the other agencies/groups involved from Monte Rio to Freestone. The possible grant administration would be handled by Safer West County, a local non-profit.

The public may address the Board of topics NOT covered by this agenda. Testimony is limited to three minutes. Please state your first and last names clearly so that it can be correctly entered in the minutes.

VI. CONSENT ITEMS

A. Approval of Minutes

1. March 09, 2021 Minutes

As there were no corrections, additions or deletions to the minutes of March 09, 2021, a motion was made by Valery Larson, and seconded by Gary Helfrich to approve the March 09, 2021 minutes as submitted.

Directors Tominia, Helfrich, McDaniel, Larson and Watson voted yes.

Ayes: 5 Noes: 0 Abstain: 0 Absent: 0

The motion was approved.

Camp Meeker Recreation and Park District
Board Meeting Minutes
April 20, 2021

2. March 16, 2021 Minutes

As there were no corrections, additions or deletions to the minutes of March 16, 2021, a motion was made by Gary Helfrich, and seconded by John McDaniel to approve the March 16, 2021 minutes as submitted.

Directors Tominia, Helfrich, McDaniel, Larson and Watson voted yes.

Ayes: 5 Noes: 0 Abstain: 0 Absent: 0

The motion was approved.

B. Payment of Claims

A motion was made by John McDaniel, and seconded by Valery Larson to approve the April 20, 2021 warrant request 2020/2021-010 as follows:

2020-2021-010	RP-April 2021	9,938.01
\$23,897.52	Water-April 2021	13,959.51

Wells Fargo Bank Operating Checks 2192-2200 in payment of District expenses for the current month, and Bank of the West checks 722-723 in payment of water revenue transfers for March 2021.

C. Journal Entry Approval

There were no journal entries this month as bank statements are not yet received.

D. Administrative and Financial Report

Ms. Doran-Girard advised that there was a computation error in the Recreation and Park fund bank balance. The correct amount is \$71, 646.86. She informed the Board that first quarter 2021 tax returns have been filed, that State Compensation estimates premium cost at \$1,798.49 for 2021-2022 and proposed WFB bank charge increases as well as possible bank charge increases with BOW due to proposed credit card usage. Lastly, she reviewed information relative to recent legal award to members of the public against Districts as a result of elected officials blocking constituents on their personal Facebook pages.

VII. REPORT OF THE WATER SYSTEM OPERATOR

A. System Operations

Robert Sherod of Russian River Utility advised that the system is running well with no issues. The well is still operating on the Occidental pump with no leaks.

B. Accounts Receivable

Mr. Sherod informed the Board that the past due list is larger due to COVID conditions and SB998 regulation changes. Discussion ensued.

VIII. ACTION ITEMS

A. REQUEST FOR REFUND: WATER ACCOUNT 139, 87 FIRST AVENUE (APN 075-144-011), MICHELE COCHRANE (TENANT)

DESCRIPTION: The Board reviewed the request of Ms. Cochrane, tenant at 87 First Avenue, has for a refund in the amount of \$192.91. The leak was in the meter box. This connection is an income property managed by Russian River Realty and Barbara Post, the owner, resides in Arkansas. No receipts for documentation of the repair were included in the request. There was no written request from either the property manager nor the parcel/connection owner for the one-time credit/five year. This connection and future tenants would not be eligible for credit going forward within the established five (5) year qualification period.

ACTION: After discussion, a motion was made by Anthony Tominia, and seconded by Gary Helfrich to table this request until documentation is provided.

Directors Tominia, Helfrich, McDaniel, Larson and Watson voted yes.

Ayes: 5 Noes: 0 Abstain: 0 Absent: 0

The motion was approved.

B. REQUEST FOR WAIVER OF PAST DUE ACCOUNT, WATER ACCOUNT 149, 79 MISSION (APN 075-146-002) HEARTS HOME FOUNDATION

DESCRIPTION: Ruth Bean, Vice President of Hearts Home Foundation present the Board with a request that upon a proposed \$300 payment against a past due bill of \$608.12, the Board “forgive” the remaining \$308.12. John McDaniel inquired as to the feasibility of a payment plan and Ms. Bean stated that it would be hard to make any promises. Discussion ensued regarding the terms of a payment plan, no waiver of amounts owed or monthly base fee.

ACTION: A motion was made by Anthony Tominia, and seconded by John McDaniel to table the request from Hearts Home Foundation, water account 149, to allow time for a payment plan to be developed with Russian River Utility staff.

Directors Tominia, Helfrich, McDaniel, Larson and Watson voted yes.

Ayes: 5 Noes: 0 Abstain: 0 Absent: 0

The motion was approved.

C. UPDATE: WATER SUBCOMMITTEE

DESCRIPTION: Anthony Tominia reported regarding progress of various ongoing tasks including permit extension, OCSD joint meeting, water code update, and Alliance Redwoods project. He advised that 1.) the draft Occidental/Alliance agreement is in review with the subcommittee; however, not yet submitted to OCSD/Alliance for review and discussion. He informed the Board that John Green of Gold Ridge Resource Conservation has advised that if the agreement is not completed soon, Alliance will proceed with other aspects of the project resulting in delay with the Districts’ combined part of the project; 2.) the water customer credit card usage contract is expected to be approved and access in place by June; 3.) the Water Code revision will be extended; 4.) the permit extension is in process, however, the State is expecting an addendum to the MND, CEQA, and a required compliance plan; and, lastly as the drought progresses it will be necessary to request a TUPC for 2021. TUPC 2021 filing was approved in March 2020; however, it will be necessary for Board review and signature authorization at the May meeting.

ACTION: The Board did not take further action.

D. UPDATE: DELINQUENT WATER CUSTOMERS LIENS

DESCRIPTION: The Board will discuss the placing of liens against seriously delinquent water customer accounts parcels in order to insure collection of past due accounts.

ACTION: The Board tabled action regarding this issue until the May meeting.

Note: Item K UPDATE: ST. DOROTHY'S LAND ACQUISITION AND EASEMENT is addressed earlier in the agenda to allow Director Helfrich to leave the meeting due to time constraints.

K. UPDATE: ST. DOROTHY'S LAND ACQUISITION AND EASEMENT

DESCRIPTION: John McDaniel reviewed the provided an overview of the history and process regarding St. Dorothy's litigation, easement and progress and present status of proposed land acquisition. He advised that the document, in its current form, is not the correct format for an easement, that the District may need the services of an attorney specific to land actions. Director Helfrich advised that the current document should contain information regarding explicit location of the easement which it does not. Director McDaniel feels the possible options are 1.) legal action (nuclear option); 2.) corrected documents including appropriate location information; 3.) there are two separate issues: 1. easement and 2. land acquisition, and lastly, 4.) walk away from the process. John will continue with the negotiations and consult with District Counsel as necessary.

Director Tominia stated that he would not want to the Tower parcel forfeited in this process.

Director McDaniel stated that he would attempt to move the process forward in time for the May meeting; however, feels it might be the end of summer before common ground is reached.

ACTION: The Board no action regarding this issue.

Director Helfrich left the meeting at 8:40 p.m.

E. PARK CLEANUP, HOURS OF USAGE AND RELATED ISSUES

DESCRIPTION: Director Tominia reported regarding clean-up activities in the park area adjacent to Dutch Bill Creek, transient camping, contacts with the Sonoma County Sheriff-Russian River substation personnel and signage regarding hours of usage and related issues pertaining to park management.

He informed the Board that he had been in contact with Henry Baker, Camp Meeker Volunteer Fire chief, regarding Cal Fire's use of District property for various training of firefighters and the public regarding fire safety. He suggested that the picnic tables in the playground area be inspected so as to determine whether to plan replacement.

Discussion was initiated regarding public usage of the park .

ACTION: A motion was made by Anthony Tominia, and seconded by Valery Larson to promote no camping on District property, and establish park closure hours as sunset to sunrise, install signage stating the District policy regarding administration of park areas.

Directors Tominia, McDaniel, Larson and Watson voted yes. Director Helfrich was absent.

Ayes: 4 Noes: 0 Abstain: 0 Absent: 1

The motion was approved.

Camp Meeker Recreation and Park District
Board Meeting Minutes
April 20, 2021

F. RESOLUTIONS 2021-005, 2021-006, 2021-007: BANK SIGNATURES

DESCRIPTION: The Board was advised that the District's signer information with its various banking institutions is in need of update in order to be able to access account balances via the web as a result of slow mail delivery and to authorize the Board Treasurer necessary bank access.

ACTION: A motion was made by John McDaniel and seconded by Valery Larson to approve the Resolutions 2021-005, 2021-006, and 2021-007 with respect to bank signatures.

Directors Tominia, McDaniel, Larson and Watson voted yes. Director Helfrich was absent.

Ayes: 4 Noes: 0 Abstain: 0 Absent: 1

The motion was approved.

G. ELECTION LAFCO SPECIAL DISTRICT REPRESENTATIVE CLASS I

DESCRIPTION: LAFCO is holding an election to fill the position of Special District Representative Class I Regular Member to Sonoma LSFCO for the remainder of a term ending May 2024. Nominations were restricted to Board members of fire protection, community services and life support districts. All independent special districts have the right to vote in the election. Ballots must be returned by May 17, 2021.

ACTION: A motion was made by John McDaniel, and seconded by Valery Larson that the District cast its ballot for a Special District Representative for Bill Norton and submit its ballot to LAFCO in a timely manner.

Directors Tominia, McDaniel, Larson and Watson voted yes. Director Helfrich was absent.

Ayes: 4 Noes: 0 Abstain: 0 Absent: 1

The motion was approved.

H. UPDATE: ALLPAID MERCHANT CREDIT SERVICES WATER CUSTOMERS

DESCRIPTION: District staff updated the Board regarding the progress of providing water customers with the ability to pay water bills by credit/debit card merchant services.

ACTION: The Board took no action regarding this issue.

I. CONTRACT AMENDMENT #3 RUSSIAN RIVER UTILITY REGARDING CREDIT CARD SERVICE USAGE

DESCRIPTION: District Counsel Martin Hirsch prepared an amendment to the District's contract with Russian River Utility to protect the District from liability with respect to RRU staff handling the credit card system. Russian River President Jamie Dunton has signed the amendment.

ACTION: A motion was made by John McDaniel and seconded by Valery Larson that authorize the Board President to execute amendment #3 with Russian River Utility on behalf of the District.

Directors Tominia, McDaniel, Larson and Watson voted yes. Director Helfrich was absent.

Ayes: 4 Noes: 0 Abstain: 0 Absent: 1

The motion was approved.

Camp Meeker Recreation and Park District
Board Meeting Minutes
April 20, 2021

L. TREE REMOVAL ISSUE

DESCRIPTION: Director Larson advised that she has not been able resolve the issue of an unsafe tree that may be located on District property. It is her recommendation that the issue be concluded until further information is available and removed from future agendas.

ACTION: The Board did not take further action regarding this issue.

X. DIRECTORS' REPORTS

DESCRIPTION: This item is for information reporting only. In conformance with the Brown Act, there shall be no discussion or actions taken by the Board on any such report. No public testimony shall take place. If discussion and/or action is desired, the matter may be placed on a future agenda, notice thereof duly given, and action/discussion had at the future meeting.

PROPOSED ACTION: No action or discussion to take place

Director Larson reviewed various aspects of her attendance at fire related community meetings.

XI. ADJOURNMENT

As there was no further business to be brought before the Board at this time, a motion was made by Lynn Watson, and seconded by John McDaniel that the April 20, 2021 teleconference meeting of the Camp Meeker Board of Directors be adjourned.

Directors Larson, McDaniel, Tominia and Watson voted yes. Director Helfrich was absent.

Ayes: 4 Noes: 0 Abstain: 0 Absent: 1

The motion was approved.

The meeting adjourned at 9:40 p.m.

Respectfully submitted,

CHERYL DORAN-GIRARD

2021.04.20finalminscdg1.docx

**CHERYL DORAN GIRARD
CLIENT MEMORANDUM**

TO: CAMP MEEKER RECREATION & PARK DISTRICT BOARD MEMBERS
FROM: CHERYL DORAN GIRARD
SUBJECT: MAY 18, 2021 WARRANTS AND FINANCIAL INFORMATION
DATE: MAY 14 , 2021

Financial Statements and Warrant Detail in the board packet following this memorandum provide information available through May 14, 2021.

2020/2021-011	RP-May 2021	5,242.59
\$25,712.66	Water-May 2021	20,470.07

The Financial statements included in the Board info packet represent revenue and expenses for the approximately ten months of the 2020-2021 fiscal year.

The financial statements revenue and expenses are reflective of vendor invoices received through 5/14/2021. Check register included in the financial packet includes all checks written since the last warrant approval.

Bank account reconciliations are completed through January 31, 2021 and statements have not been received for all accounts for February transactions. Upon receipt the outstanding reconciliations will be completed and statements as well as the reconciliations will be provided to the Board Fiscal Officer for review and approval. The mail has become inordinately slower since the beginning of 2021 and it is reflected by in vendor and banking document receiving.

Occidental Community Services has paid the February 10, 2021 for shared administrative costs for the subcommittee activities through the February 4 meeting and also for the reimbursement to Sonoma County Water for per their agreement. There is an additional invoice for the 2018-2019 year in the amount of \$5,870.25 that was billed on May 4. Please give thought to any prospective projects for the 2021-2022 fiscal year as preliminary budget preparation will begin in next three weeks for Board approval at the June meeting.

Additionally, please gather any reimbursement items you may have as the fiscal year end of June 30 is quickly approaching.

In the event that you need to contact me, I can be reached via cell phone 707-696-2876 or my land line 707-545-2108.



CAMP MEEKER RECREATION AND PARK DISTRICT

WARRANT REQUEST # 2020-2021-011

VENDOR	CHECK AMOUNT	R&P FUND	WATER FUND	EXPLANATION
Larson, Valery	30.00	30.00		Director Stipend-May 2021
Watson, Lynn	30.00	30.00		Director Stipend-May 2021
Camp Meeker Water	98.28	98.28		Water Service-April 2021
Doran-Girard, Cheryl	7,155.00	1,788.75	1,788.75	Consulting-April/May 2021
Doran-Girard, Cheryl		1,431.00	1,431.00	Consulting-April/May 2021
Doran-Girard, Cheryl		357.75	357.75	Consulting-April/May 2021
PGE	82.13	82.13	-	Electric Service
Perry Johnson	1,830.00	90.00	375.00	Legal Services-General
	-	855.00	510.00	Legal Services-Projects
Russian River Utility	9,317.14		8,643.05	Contract Services
Russian River Utility		-	674.09	Electric Service
Sonoma County Water Agency	6,350.10		6,350.10	Sale of Water Agrmnt 19-20
US Bank	820.01	211.49	72.14	Communications
US Bank	-	143.69	143.69	Checks-Invest Acct
US Bank	-	124.50	124.50	Accounting Software Access
	25,712.66	<u>5,242.59</u>	<u>20,470.07</u>	-

DIRECTOR APPROVAL:

DATE:

5/18/21

[illegible]

Camp Meeker Recreation & Parks District
Check/Voucher Register - CDG-Current Register
1010 - Cash In Wells Fargo Bank-Operating
From 4/21/2021 Through 5/18/2021

<u>Check Number</u>	<u>Check Description</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
2201	System Generated Check/Vo...	Camp Meeker Wa...	5/18/2021	98.28
2202	System Generated Check/Vo...	Cheryl Doran-Girard	5/18/2021	7,155.00
2203	System Generated Check/Vo...	P G & E	5/18/2021	82.13
2204	System Generated Check/Vo...	Perry Johnson An...	5/18/2021	1,830.00
2205	System Generated Check/Vo...	Russian River Utility	5/18/2021	9,317.14
2206	System Generated Check/Vo...	Sonoma Co Water...	5/18/2021	6,350.10
2207	System Generated Check/Vo...	US Bank	5/18/2021	820.01
2208	Director Stipend--May 2021	Valery Larson	5/18/2021	30.00
2209	Director Stipend-May 2021	Lynn Watson	5/18/2021	30.00
		Total 1010 - Cash In Wells Fargo Bank-Operating		25,712.66

Camp Meeker Recreation & Parks District

Check/Voucher Register - CDG-Current Register

1030 - Cash in Bank of the West-Water

From 4/21/2021 Through 5/18/2021

<u>Check Number</u>	<u>Check Description</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
724	BOW Transfer April Receipts...	Camp Meeker Rec...	5/18/2021	2,000.00
725	BOW Transfer--April 2021 R...	Camp Meeker Rec...	5/18/2021	<u>18,000.00</u>
		Total 1030 - Cash in Bank of the West-Water		20,000.00
				<u> </u>
Report Total				<u><u>45,712.66</u></u>

Camp Meeker Recreation & Parks District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
10 - Recreation & Park - Operating
From 7/1/2020 Through 6/30/2021
(In Whole Numbers)

		<u>Total Budget - Final</u>	<u>Current Year Actual</u>	<u>Total Budget Variance - Final</u>
Revenue				
4001	Property Taxes-CY Secured	87,000	83,878	(3,122)
4020	Property Taxes-CY Supplemental	0	862	862
4040	Property Taxes-CY Unsecured	0	2,583	2,583
4041	Cost Reimbursement-Collect Delinquent CY Unsec	(100)	0	100
4101	Interest Pooled Cash -Sonoma County	15	7	(8)
4110	Interest Earned-Wells Fargo Bank	23	6	(17)
4210	Rental Fees-Anderson Hall	2,500	200	(2,300)
4215	Rental Fees-Other	1,900	1,742	(158)
4220	State-Home Owner Property Tax Relief	259	249	(10)
4221	State-Other In Lieu -Fish & Wildlife 18-19	0	2	2
4223	State Property Tax -Backfill Wildfire Loss	37	0	(37)
4625	Transfers-Within Fund In	<u>8,600</u>	<u>0</u>	<u>(8,600)</u>
	Total Revenue	<u>100,234</u>	<u>89,528</u>	<u>(10,706)</u>
Expenditures				
5010	Director Stipend	720	630	90
5017	Worker Compensation Insurance	1,735	1,302	433
5101	Communications-Telephone	1,560	924	636
5105	Communications-ISP Website	500	499	1
5110	Communications-Website Other	750	561	189
5112	Communications-WiFi	780	565	215
5184	Janitorial Supplies	450	0	450
5185	Janitorial Services	750	0	750
5210	Insurance-Property & Liability	7,000	0	7,000
5301	Maintenance-Beach and Parks	250	0	250
5302	Maintenance-Bldgs & Improvements	900	0	900
5401	Memberships	250	240	11
5404	Miscellaneous-Auto Expense	100	0	100
5405	Miscellaneous	850	700	150
5410	Office Supplies	1,150	629	521
5416	Lease-Accounting Software	1,500	1,376	124
5420	Training-Administrative	150	100	50
5425	Postage	150	53	97
5426	Printing Services	600	0	600
5427	Supplies	450	413	37
5501	Professional Fees-Web	1,000	125	875
5520	Administrative Services	18,000	17,555	445
5531	Community Education	250	0	250
5540	LAFCO Charges	200	0	200
5550	Legal Services	5,000	6,346	(1,346)
5555	Professional Services-Auditor	8,500	9,023	(523)
5556	Professional Services-Accounting	14,350	13,068	1,282
5570	Service Fee-PayPal	250	0	250
5575	Bank Service Fees	60	50	10
5576	Property Tax Administration Fee	1,250	947	303
5585	Public/Legal Notices	500	0	500
5590	Gas and Oil	1,950	792	1,158

Camp Meeker Recreation & Parks District

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

10 - Recreation & Park - Operating

From 7/1/2020 Through 6/30/2021

(In Whole Numbers)

		<u>Total Budget - Final</u>	<u>Current Year Actual</u>	<u>Total Budget Variance - Final</u>
5591	Equipment Rentals	0	1,520	(1,520)
5592	Water and Sewer	1,350	994	357
5594	Utilities	1,275	990	285
5595	Waste Removal	100	0	100
5596	Permit Fees-Local	600	718	(118)
8516	Maintenance & Repair	25,000	16,664	8,336
9001	Contingency	<u>4</u>	<u>0</u>	<u>4</u>
	Total Expenditures	<u>100,234</u>	<u>76,783</u>	<u>23,451</u>
	Excess of Income Over (Under) Expense	<u><u>0</u></u>	<u><u>12,745</u></u>	<u><u>12,745</u></u>

Camp Meeker Recreation & Parks District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
16 - Recreation & Park - Capital Replacement
From 7/1/2020 Through 6/30/2021
(In Whole Numbers)

	<u>Total Budget - Final</u>	<u>Current Year Actual</u>	<u>Total Budget Variance - Final</u>
8625 Expenditures			
Tfr Within Fnd-Out	<u>25,000</u>	<u>0</u>	<u>25,000</u>
Total Expenditures	<u>25,000</u>	<u>0</u>	<u>25,000</u>
Excess of Income Over (Under) Expense	<u>(25,000)</u>	<u>0</u>	<u>25,000</u>

Camp Meeker Recreation & Parks District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
40 - Recreation & Parks - Water Operations
From 7/1/2020 Through 6/30/2021
(In Whole Numbers)

		<u>Total Budget - Final</u>	<u>Current Year Actual</u>	<u>Total Budget Variance - Final</u>
Revenue				
4010	Direct Charges-Current Year	122,000	121,790	(210)
4061	Direct Charges -Prior Year	0	817	817
4101	Interest Pooled Cash -Sonoma County	0	146	146
4260	Reimbursements	0	14,789	14,789
4308	Water Connection Fees	0	5,640	5,640
4309	Other Water Fees	0	200	200
4310	Sales of Water-Residential	225,000	208,296	(16,704)
4625	Transfers-Within Fund In	146,000	0	(146,000)
	Total Revenue	<u>493,000</u>	<u>351,678</u>	<u>(141,322)</u>
Expenditures				
5017	Worker Compensation Insurance	700	433	267
5101	Communications-Telephone	500	374	126
5105	Communications-ISP Website	300	231	69
5110	Communications-Website Other	0	171	(171)
5210	Insurance-Property & Liability	5,500	0	5,500
5401	Memberships	275	240	36
5405	Miscellaneous	150	0	150
5410	Office Supplies	1,000	706	294
5416	Lease-Accounting Software	1,500	1,376	124
5420	Training-Administrative	250	100	150
5425	Postage	300	63	237
5426	Printing Services	500	0	500
5427	Supplies	0	81	(81)
5501	Professional Fees-Web	750	188	563
5515	Contract Services-Water Operations	110,000	95,155	14,845
5520	Administrative Services	18,000	18,005	(5)
5540	LAFCO Charges	750	0	750
5550	Legal Services	6,500	7,216	(716)
5555	Professional Services-Auditor	9,500	9,181	319
5556	Professional Services-Accounting	14,500	13,068	1,432
5565	Fiscal Agent Fees	0	1,074	(1,074)
5567	SCWA-Water Agency Fees	0	12,220	(12,220)
5571	Late Fees	25	0	25
5575	Bank Service Fees	78	1	77
5576	Property Tax Administration Fee	1,250	0	1,250
5577	Recording-Filing Fees	0	1,082	(1,082)
5585	Public/Legal Notices	450	398	52
5587	Water System Fees-State	3,000	2,644	356
5588	Testing-Water System	1,000	0	1,000
5594	Utilities	15,000	10,391	4,609
8516	Maintenance & Repair	15,000	8,507	6,493
8565	Equipment 2	69,000	0	69,000
8625	Tfr Within Fnd-Out	216,500	4,697	211,803
9001	Contingency	722	0	722
	Total Expenditures	<u>493,000</u>	<u>187,602</u>	<u>305,398</u>
	Excess of Income Over (Under) Expense	<u>0</u>	<u>164,076</u>	<u>164,076</u>

Camp Meeker Recreation & Parks District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
50 - Recreation & Parks - Water Capital
From 7/1/2020 Through 6/30/2021
(In Whole Numbers)

		<u>Total Budget - Final</u>	<u>Current Year Actual</u>	<u>Total Budget Variance - Final</u>
	Revenue			
4110	Interest Earned-Wells Fargo Bank	312	58	(254)
4625	Transfers-Within Fund In	<u>6,000</u>	<u>124,735</u>	<u>118,735</u>
	Total Revenue	<u>6,312</u>	<u>124,793</u>	<u>118,481</u>
	Expenditures			
8625	Tfr Within Fnd-Out	<u>146,000</u>	<u>37,258</u>	<u>108,742</u>
	Total Expenditures	<u>146,000</u>	<u>37,258</u>	<u>108,742</u>
	Excess of Income Over (Under) Expense	<u>(139,688)</u>	<u>87,534</u>	<u>227,222</u>

Camp Meeker Recreation & Parks District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
60 - Recreation & Parks-DWR E58237
From 7/1/2020 Through 6/30/2021
(In Whole Numbers)

		<u>Total Budget - Final</u>	<u>Current Year Actual</u>	<u>Total Budget Variance - Final</u>
	Revenue			
4101	Interest Pooled Cash -Sonoma County	1,413	0	(1,413)
4625	Transfers-Within Fund In	<u>103,500</u>	<u>3,899</u>	<u>(99,601)</u>
	Total Revenue	<u>104,913</u>	<u>3,899</u>	<u>(101,014)</u>
	Expenditures			
7910	Long Term Debt-Principal	83,576	46,397	37,179
7911	Long Term Debt-Interest	<u>13,501</u>	<u>2,142</u>	<u>11,359</u>
	Total Expenditures	<u>97,077</u>	<u>48,539</u>	<u>48,538</u>
	Excess of Income Over (Under) Expense	<u>7,836</u>	<u>(44,640)</u>	<u>(52,476)</u>

Camp Meeker Recreation & Parks District
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
70 - Recreation & Park - USDA Debt Fund
From 7/1/2020 Through 6/30/2021
(In Whole Numbers)

		<u>Total Budget - Final</u>	<u>Current Year Actual</u>	<u>Total Budget Variance - Final</u>
	Revenue			
4625	Transfers-Within Fund In	<u>100,000</u>	<u>85,459</u>	<u>(14,541)</u>
	Total Revenue	<u>100,000</u>	<u>85,459</u>	<u>(14,541)</u>
	Expenditures			
7910	Long Term Debt-Principal	37,000	39,000	(2,000)
7911	Long Term Debt-Interest	51,205	54,366	(3,161)
8625	Tfr Within Fnd-Out	<u>0</u>	<u>84,660</u>	<u>(84,660)</u>
	Total Expenditures	<u>88,205</u>	<u>178,026</u>	<u>(89,821)</u>
	Excess of Income Over (Under) Expense	<u>11,795</u>	<u>(92,567)</u>	<u>(104,362)</u>

CAMP MEEKER RECREATION & PARK DISTRICT								
JOURNAL ENTRY AND DOCUMENTATION								
ENTRY NUMBER:	JV2021-043							
DATE:	4/19/21							
FUND	ACCOUNT	EVENT	LATER	ACCOUNT DESCRIPTION		DEBIT		CREDIT
10	1010	00	999	CASH-WELLS FARGO OPERATING		36,502.47		
10	4001	00	999	PROPERTY TAXES-CY SECURED				36,928.01
10	4020	00	999	PROPERTY TAXES-CY SUPPLEMENTAL				342.24
10	5576	00	999	PROPERTY TAX-ADMIN FEE		946.81		-
10	4101	00	999	INTEREST POOLED CASH-CTY				4.48
10	4220	00	999	STATE-HOME OWNER PROP TAX				174.55
40	4061	00	999	PRIOR YEAR DIRECT CHARGES				208.25
40	4010	00	999	DIRECT CHARGES-CURRENT YEAR				48,509.00
40	4101	00	999	INTEREST POOLED CASH-CTY				142.96
40	1010	00	999	CASH-WELLS FARGO OPERATING		48,860.21		
REASON FOR JOURNAL ENTRY:				RECORD TRANSFER OF TAX AND DIRECT				
				CHARGE PROCEEDS FROM SONOMA				
				COUNTY TAX COLLECTOR TO WELLS				
				FARGO BANK PER STATEMENT & COUNTY				
				DOCUMENTATION 4/19/2021				
PREPARED BY:		FISCAL OFFICER APPROVAL:					DATE:	
DATE POSTED:								

Revenue and Expenditure Transactions

Criteria: Post On = 1/1/2021..4/30/2021; Fund = 72151, 72153; Transaction Type = Actual; Accounting Period = 1..12; Ledger = ACTUALS

Posted Date	Journal Date	Journal ID	Journal Header Description	Line Description	Business Unit	Fund	Department	Account	TCA	Amount
Fund Code 72151 -- Camp Meeker Rec and Park Dist.										
Account Type 00004 -- All Revenues										
Account 40002 -- Prop Tax - CY,Secured										
4/14/21	4/14/21	0000234372	CY Secured 12/14/20-4/13/21	Prop Tax - CY,Secured	SC002	72151	67010100	40002	T12000	36,928.01
Total Prop Tax - CY,Secured										(36,928.01)
Account 40012 -- SB2557 Prop Tax Admin										
4/15/21	4/13/21	0000234293	SB2557 PropTax Admin Fee 20-21	SB2557 Prop Tax Admin	SC002	72151	67010100	40012	T12000	(946.81)
Total SB2557 Prop Tax Admin										946.81
Account 40111 -- Supplemental Prop Taxes - CY										
1/13/21	1/11/21	0000227100	CY Supplemental 12/1/20-1/3/21	Supplemental Prop Taxes - CY	SC002	72151	67010100	40111	T12000	123.39
2/16/21	2/1/21	0000228874	CY Supplemental 1/4/21-1/31/21	Supplemental Prop Taxes - CY	SC002	72151	67010100	40111	T12000	79.57
3/9/21	3/4/21	0000231108	CY Supplemental 2/1/21-2/28/21	Supplemental Prop Taxes - CY	SC002	72151	67010100	40111	T12000	64.70
4/13/21	4/6/21	0000233664	CY Supplemental 3/1/21-3/31/21	Supplemental Prop Taxes - CY	SC002	72151	67010100	40111	T12000	74.58
Total Supplemental Prop Taxes - CY										(342.24)
Account 42291 -- State Homeowners Prop Tax Relf										
1/25/21	1/15/21	0000227574	HOPTR SecUns P13 2nd 35% 20-21	State Homeowners Prop Tax Relf	SC002	72151	67010100	42291	T12000	172.24
1/25/21	1/15/21	0000227639	HOPTR SB813 P13 2nd 35% 20-21	State Homeowners Prop Tax Relf	SC002	72151	67010100	42291	T12000	2.31
Total State Homeowners Prop Tax Relf										(174.55)
Account 44002 -- Interest on Pooled Cash										
1/15/21	1/15/21	IA00227202	2nd Qtr Interest Apportionment	2nd Qtr Interest Apportionment	SC002	72151	67010100	44002		3.99
4/13/21	4/13/21	IA00234264	3rd Qtr Interest Apportionment	3rd Qtr Interest Apportionment	SC002	72151	67010100	44002		0.49
Total Interest on Pooled Cash										(4.48)
Total Camp Meeker Rec and Park Dist.										(36,502.47)

Run: 4/19/2021 11:31 AM Data Last Updated: 4/19/2021 5:18:04 AM

Revenue and Expenditure Transactions

Criteria: Post On = 1/1/2021..4/30/2021; Fund = 72151, 72153; Transaction Type = Actual; Accounting Period = 1..12; Ledger = ACTUALS

Posted Date	Journal Date	Journal ID	Journal Header Description	Line Description	Business Unit	Fund	Department	Account	TCA	Amount
Fund Code 72153 -- Camp Meeker - Water Operations										
Account Type 00004 -- All Revenues										
Account 40003 -- Direct Charges - CY										
4/14/21	4/14/21	0000234372	CY Secured 12/14/20-4/13/21	Direct Charges - CY	SC002	72153	67010300	40003	T70300	48,509.00
Total Direct Charges - CY										(48,509.00)
Account 40202 -- Direct Charges - Prior Year										
4/13/21	4/8/21	0000233971	PY Sec DC 12-1-20 thru 3-31-21	Direct Charges - Prior Year	SC002	72153	67010300	40202	T70300	208.25
Total Direct Charges - Prior Year										(208.25)
Account 44002 -- Interest on Pooled Cash										
1/15/21	1/15/21	IA00227202	2nd Qtr Interest Apportionment	2nd Qtr Interest Apportionment	SC002	72153	67010300	44002		4.53
4/13/21	4/13/21	IA00234264	3rd Qtr Interest Apportionment	3rd Qtr Interest Apportionment	SC002	72153	67010300	44002		138.43
Total Interest on Pooled Cash										(142.96)
Total Camp Meeker - Water Operations										(48,860.21)

Run: 4/19/2021 11:31 AM Data Last Updated: 4/19/2021 5:18:04 AM

RUSSIAN RIVER UTILITY
PO BOX 730
FORESTVILLE, CA 95436
707-887-7735

May 10, 2021

RE: CAMP MEEKER PAST DUE ACCOUNTS

Accounts 12, 246, 264, 317: Payment on hand

Account 28: Daughter called 4/28/21; she is paying the bills but is out of the country.

Account 50: Will drop payment off today.

Account 55: Left message. Owner is aware of past due and will pay if tenant doesn't pay.

Account 59: Left message.

Account 96: Phone disconnected.

Account 104: Phone disconnected.

Account 107: Will send a payment

Account 129: Left messages.

Account 139: Customer is hoping for a leak adjustment.

Account 140: We don't have a phone number.

Accounts 149: Partial payment on hand - \$70

Account 152: Left messages.

Account 161: Promised to bring in a payment last week, but got stuck up North. Will try and make a payment this Friday.

Account 179: Left message. I also reached out to realtor and haven't heard back.

Account 182: Left message.

Account 184: Made a partial payment.

Account 192: Always says he'll be in to pay.

Account 220: Left messages

Account 264: Left message.

Account 290: Mailed check on 5/7/21

Account 298: Left messages.

Account 304: Left message.

Account 309: Left message.

Account 311: Will drop off a pament.

Account 338: Customer passed away. Son is trying to figure things out.

Past Due Accounts: Past due notices were sent on May 5, 2021, final notices will go out Wednesday, May 12, 2021. No lock offs this month due to the Covid-19 virus.

PAST DUE LIST

CAMP MEEKER REC & PARK

ACCT #	RT NAME	CURRENT	1-30	31-60	61+	LAST PAYMENT	TOTAL
12		166.40	97.70	66.05	58.32	62.83 2/9/21	388.47
24		49.00	52.06	0.96		150.00 4/7/21	102.02
28		55.22	55.38	39.28		100.00 1/12/21	149.88
50		59.08	56.48	55.86	56.32	200.00 1/25/21	227.74
55		53.16	51.00	51.76	181.27	150.00 4/23/21	337.19
59		51.66	51.50	52.26		165.66 3/23/21	155.42
89		54.12	30.38	10.68		(25.04) 4/30/21	95.18
96		54.80	54.28	54.90		165.80 3/9/21	163.98
104		49.78	49.42	51.70		52.40 4/5/21	150.90
107		61.54	61.44	61.44	0.06	61.44 3/22/21	184.48
124		49.34	49.00	49.02	104.58	47.00 4/5/21	251.94
137		58.78	61.70	139.68	127.10	80.00 4/26/21	387.26
14		53.10	52.96	52.64	104.15	300.00 1/26/21	262.85
141		49.58	49.98	50.16	497.98	10.00 4/26/21	647.70
152		54.66	56.04	56.42	72.65	150.00 3/17/21	239.77
161		50.64	51.30	52.34	550.06	100.00 1/22/21	704.34
179		49.00	49.14	49.00	209.71	300.00 1/11/21	356.85
182		54.24	54.00	53.34	53.04	50.78 2/12/21	214.62
184		54.32	58.56	64.63	481.96	400.00 4/15/21	659.47
192		50.68	50.54	50.98	197.57	250.00 12/7/20	349.77
220		87.25	78.03	74.88	251.45	626.61 1/12/21	491.61
246		55.28	54.42	51.46		200.00 2/19/21	161.16
249		54.76	54.40	51.92		220.00 3/5/21	161.08
264		54.06	53.96	54.58	109.68	108.70 2/1/21	272.28
279		52.16	53.38	53.08		53.26 3/22/21	158.62
286		54.00	49.00	21.23		27.77 3/22/21	124.23
290		68.30	73.48	64.48	96.28	360.66 2/1/21	302.54
298		53.62	52.70	53.88	54.34	107.10 3/9/21	214.54
304		51.42	53.62	49.02	7.00	150.00 12/22/20	161.06
309		57.46	55.20	55.50	52.04	248.43 1/22/21	220.20
311		50.32	49.24	49.34	42.65	300.00 2/7/20	191.55
317		57.50	56.24	55.66		111.18 3/22/21	169.40
333		50.46	49.58	2.52		153.92 1/14/21	102.56
338		49.04	49.02	49.78	149.10	120.00 1/19/21	296.94
367		57.10	54.30	53.59		222.00 2/12/21	164.99

Total Receivables: **25,178.37**
Accounts Listed: **35**

2,031.83

1,804.02

1,929.43

3,457.31

\$9,222.59

All Customers Age 2 Accounts
Russian River Utility

**CAMP MEEKER RECREATION AND PARK DISTRICT
WATER SALES 2021**

METER	ACCT NO.	MONTH	TOTAL AMOUNT PUMPED GALLONS	AMOUNT PUMPED TO OCSD	NET AMOUNT PUMPED	AMT SOLD	% PUMPED TO CMR&PD	% LOSS	NOTES
Alliance Master Meter Union Park	363 369	JAN	1,203,030	543,710	659,320	760,130	54.80	-15.28	*Correction on amount pumped to OCSD
Alliance Master Meter Union Park	363 369	FEB	1,407,150	494,270	812,070	847,260	57.71	-4.33	*Correction on amount pumped to OCSD
Alliance Master Meter Union Park	363 369	MARCH	1,349,880	522,940	826,940	733,830	61.26	11.25	
Alliance Master Meter Union Park	363 369	APRIL	1,325,680	719,310	606,370	744,390	45.74	-22.76	
Alliance Master Meter Union Park	363 369	MAY							
Alliance Master Meter Union Park	363 369	JUNE							
Alliance Master Meter Union Park	363 369	JULY							
Alliance Master Meter Union Park	363 369	AUG							
Alliance Master Meter Union Park	363 369	SEPT							
Alliance Master Meter Union Park	363 369	OCT							
Alliance Master Meter Union Park	363 369	NOV							
Alliance Master Meter Union Park	363 369	DEC							
	total 2021		5,285,740	2,280,230	3,005,510	3,085,610	56.86%	-2.67%	

TOTAL PRODUCTION	LESS PUMPED OCSD	LESS CMRPD SALES	UNACCOUNTED WATER	YEARLY LOSS

Please indicate County where
your project is located here:

MAIL FORM AND ATTACHMENTS TO:
State Water Resources Control Board
DIVISION OF WATER RIGHTS
P.O. Box 2000, Sacramento, CA 95812-2000
Tel: (916) 341-5300 Fax: (916) 341-5400
<http://www.waterboards.ca.gov/waterrights>

PETITION FOR CHANGE

Separate petitions are required for each water right. Mark all areas that apply to your proposed change(s). Incomplete forms may not be accepted. Location and area information must be provided on maps in accordance with established requirements. (Cal. Code Regs., tit. 23, § 715 et seq.) Provide attachments if necessary.

Point of Diversion

Wat. Code, § 1701

Point of Rediversion

Cal. Code Regs., tit. 23, § 791(e)

Place of Use

Wat. Code, § 1701

Purpose of Use

Wat. Code, § 1701

Distribution of Storage

Cal. Code Regs., tit. 23, § 791(e)

Temporary Urgency

Wat. Code, § 1435

Instream Flow Dedication

Wat. Code, § 1707

Waste Water

Wat. Code, § 1211

Split

Cal. Code Regs., tit. 23, § 836

Terms or Conditions

Cal. Code Regs., tit. 23, § 791(e)

Other

Application

Permit

License

Statement

I (we) hereby petition for change(s) noted above and described as follows:

Point of Diversion or Rediversion – Provide source name and identify points using both Public Land Survey System descriptions to ¼-¼ level and California Coordinate System (NAD 83).

Present:

Proposed:

Place of Use – Identify area using Public Land Survey System descriptions to ¼-¼ level; for irrigation, list number of acres irrigated.

Present:

Proposed:

Purpose of Use

Present:

Proposed:

Split

Provide the names, addresses, and phone numbers for all proposed water right holders.

In addition, provide a separate sheet with a table describing how the water right will be split between the water right holders: for each party list amount by direct diversion and/or storage, season of diversion, maximum annual amount, maximum diversion to offstream storage, point(s) of diversion, place(s) of use, and purpose(s) of use. Maps showing the point(s) of diversion and place of use for each party should be provided.

Distribution of Storage

Present:

Proposed:

Temporary Urgency

This temporary urgency change will be effective from _____ to _____.

Include an attachment that describes the urgent need that is the basis of the temporary urgency change and whether the change will result in injury to any lawful user of water or have unreasonable effects on fish, wildlife or instream uses.

Instream Flow Dedication – Provide source name and identify points using both Public Land Survey System descriptions to ¼-¼ level and California Coordinate System (NAD 83).

Upstream Location:

Downstream Location:

List the quantities dedicated to instream flow in either: cubic feet per second or gallons per day:
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Will the dedicated flow be diverted for consumptive use at a downstream location? Yes No

If yes, provide the source name, location coordinates, and the quantities of flow that will be diverted from the stream.

Waste Water

If applicable, provide the reduction in amount of treated waste water discharged in cubic feet per second.

Will this change involve water provided by a water service contract which prohibits Yes No
your exclusive right to this treated waste water?

Will any legal user of the treated waste water discharged be affected? Yes No

General Information – For all Petitions, provide the following information, if applicable to your proposed change(s).

Will any current Point of Diversion, Point of Storage, or Place of Use be abandoned? Yes No

I (we) have access to the proposed point of diversion or control the proposed place of use by virtue of:
ownership lease verbal agreement written agreement

If by lease or agreement, state name and address of person(s) from whom access has been obtained.

Give name and address of any person(s) taking water from the stream between the present point of diversion or rediversion and the proposed point of diversion or rediversion, as well as any other person(s) known to you who may be affected by the proposed change.

All Right Holders Must Sign This Form: I (we) declare under penalty of perjury that this change does not involve an increase in the amount of the appropriation or the season of diversion, and that the above is true and correct to the best of my (our) knowledge and belief. Dated _____ at _____.

Right Holder or Authorized Agent Signature

Right Holder or Authorized Agent Signature

NOTE: All petitions must be accompanied by:

- (1) the form Environmental Information for Petitions, including required attachments, available at:
http://www.waterboards.ca.gov/waterrights/publications_forms/forms/docs/pet_info.pdf
- (2) Division of Water Rights fee, per the Water Rights Fee Schedule, available at:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/fees/
- (3) Department of Fish and Wildlife fee of \$850 (Pub. Resources Code, § 10005)

ENVIRONMENTAL INFORMATION FOR PETITIONS

This form is required for all petitions.

Before the State Water Resources Control Board (State Water Board) can approve a petition, the State Water Board must consider the information contained in an environmental document prepared in compliance with the California Environmental Quality Act (CEQA). This form is not a CEQA document. If a CEQA document has not yet been prepared, a determination must be made of who is responsible for its preparation. As the petitioner, you are responsible for all costs associated with the environmental evaluation and preparation of the required CEQA documents. Please answer the following questions to the best of your ability and submit any studies that have been conducted regarding the environmental evaluation of your project. If you need more space to completely answer the questions, please number and attach additional sheets.

DESCRIPTION OF PROPOSED CHANGES OR WORK REMAINING TO BE COMPLETED

For a petition for change, provide a description of the proposed changes to your project including, but not limited to, type of construction activity, structures existing or to be built, area to be graded or excavated, increase in water diversion and use (up to the amount authorized by the permit), changes in land use, and project operational changes, including changes in how the water will be used. For a petition for extension of time, provide a description of what work has been completed and what remains to be done. Include in your description any of the above elements that will occur during the requested extension period.

Insert the attachment number here, if applicable:

Coordination with Regional Water Quality Control Board

For change petitions only, you must request consultation with the Regional Water Quality Control Board regarding the potential effects of your proposed change on water quality and other instream beneficial uses. (Cal. Code Regs., tit. 23, § 794.) In order to determine the appropriate office for consultation, see: http://www.waterboards.ca.gov/waterboards_map.shtml. Provide the date you submitted your request for consultation here, then provide the following information.

Date of Request

Will your project, during construction or operation, (1) generate waste or wastewater containing such things as sewage, industrial chemicals, metals, or agricultural chemicals, or (2) cause erosion, turbidity or sedimentation?

Yes

No

Will a waste discharge permit be required for the project?

Yes

No

If necessary, provide additional information below:

Insert the attachment number here, if applicable:

Local Permits

For temporary transfers only, you must contact the board of supervisors for the county(ies) both for where you currently store or use water and where you propose to transfer the water. (Wat. Code § 1726.) Provide the date you submitted your request for consultation here.

Date of Contact

For change petitions only, you should contact your local planning or public works department and provide the information below.

Person Contacted:

Date of Contact:

Department:

Phone Number:

County Zoning Designation:

Are any county permits required for your project? If yes, indicate type below.

Yes

No

Grading Permit

Use Permit

Watercourse

Obstruction Permit

Change of Zoning

General Plan Change

Other (explain below)

If applicable, have you obtained any of the permits listed above? If yes, provide copies.

Yes

No

If necessary, provide additional information below:

Insert the attachment number here, if applicable:

Federal and State Permits

Check any additional agencies that may require permits or other approvals for your project:

Regional Water Quality Control Board Department of Fish and Game
Dept of Water Resources, Division of Safety of Dams California Coastal Commission
State Reclamation Board U.S. Army Corps of Engineers U.S. Forest Service
Bureau of Land Management Federal Energy Regulatory Commission
Natural Resources Conservation Service

Have you obtained any of the permits listed above? If yes, provide copies. Yes No

For each agency from which a permit is required, provide the following information:

Agency	Permit Type	Person(s) Contacted	Contact Date	Phone Number
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If necessary, provide additional information below:

Insert the attachment number here, if applicable:

Construction or Grading Activity

Does the project involve any construction or grading-related activity that has significantly altered or would significantly alter the bed, bank or riparian habitat of any stream or lake?	Yes	No
--	-----	----

If necessary, provide additional information below:

Insert the attachment number here, if applicable:

Archeology

Has an archeological report been prepared for this project? If yes, provide a copy.	Yes	No
Will another public agency be preparing an archeological report?	Yes	No
Do you know of any archeological or historic sites in the area? If yes, explain below.	Yes	No

If necessary, provide additional information below:

Insert the attachment number here, if applicable:

Photographs

For all petitions other than time extensions, attach complete sets of color photographs, clearly dated and labeled, showing the vegetation that exists at the following three locations:

Along the stream channel immediately downstream from each point of diversion

Along the stream channel immediately upstream from each point of diversion

At the place where water subject to this water right will be used

Maps

For all petitions other than time extensions, attach maps labeled in accordance with the regulations showing all applicable features, both present and proposed, including but not limited to: point of diversion, point of rediversion, distribution of storage reservoirs, point of discharge of treated wastewater, place of use, and location of instream flow dedication reach. (Cal. Code Regs., tit. 23, §§ 715 et seq., 794.)

Pursuant to California Code of Regulations, title 23, section 794, petitions for change submitted without maps may not be accepted.

All Water Right Holders Must Sign This Form:

I (we) hereby certify that the statements I (we) have furnished above and in the attachments are complete to the best of my (our) ability and that the facts, statements, and information presented are true and correct to the best of my (our) knowledge. Dated _____ at _____.

Water Right Holder or Authorized Agent Signature

Water Right Holder or Authorized Agent Signature

NOTE:

- Petitions for Change may not be accepted unless you include proof that a copy of the petition was served on the Department of Fish and Game. (Cal. Code Regs., tit. 23, § 794.)
- Petitions for Temporary Transfer may not be accepted unless you include proof that a copy of the petition was served on the Department of Fish and Game and the board of supervisors for the county(ies) where you currently store or use water and the county(ies) where you propose to transfer the water. (Wat. Code § 1726.)

Temporary Urgency Change Petition
Dutch Bill Creek Flow Augmentation
Camp Meeker Recreation and Park District

Project Description

May 2021

Introduction

Dutch Bill Creek is critically important for coho salmon. It was identified as a Core Focus Area for coho salmon protection and restoration in the National Marine Fisheries Service's (NMFS) Final Recovery Plan for Central California Coast (CCC) Coho Salmon (2012). Dutch Bill Creek has experienced critical shortages of summer baseflows causing loss of rearing habitat for federally endangered coho salmon (*Oncorhynchus kisutch*) and federally threatened steelhead trout (*Oncorhynchus mykiss*).

In 2015, to complement water conservation efforts mandated by the State Water Board, NMFS, the California Department of Fish and Wildlife (CDFW), and the Russian River Coho Partnership asked the Camp Meeker Recreation and Park District (CMRPD) to voluntarily augment stream flow in Dutch Bill Creek. In connection with the project, CMRPD filed Temporary Urgency Change Petitions (TUCPs) in 2015, 2016, 2018, 2019, and 2020 to modify its existing appropriative water right permit #21198 to temporarily add fish and wildlife enhancement as a purpose of use, and a portion of Dutch Bill Creek as a place of use. The successful implementation of this project utilized existing water infrastructure to add water to upper Dutch Bill Creek in order to maintain minimum subsistence conditions for juvenile coho salmon and steelhead rearing in the main channel downstream of CMRPD. In 2018, CMRPD submitted a Petition for Change to permanently add fish and wildlife preservation and enhancement within Dutch Bill Creek as a purpose and place of use of CMRPD's water right under A31055; that Petition (and a Petition for Extension of Time) is pending.

On April 21, 2021, Governor Newsom proclaimed a State of Emergency in Sonoma and Mendocino counties due to drought conditions in the Russian River watershed. CMRPD, in partnership with NMFS, CDFW, and the Russian River Coho Partnership, seeks to implement another flow release in 2021, in the midst of drought conditions, by submitting this TUCP.

Existing Setting

During the 2013 -2015 drought, CDFW and NMFS recommended to the State Water Board that Dutch Bill Creek, and three other Russian River tributaries be protected by the Emergency Drought Regulations because they are high conservation priorities for CCC coho salmon. These four watersheds provide critical spawning and rearing habitat for wild populations of state and federally endangered CCC coho salmon. Federally threatened juvenile CCC steelhead also use these four tributaries and require similar rearing habitat and water quality conditions during the summer months. Juveniles of both species can survive relatively low flow conditions in pools in the upper watersheds, provided the pools have sufficient water and stream connectivity to maintain appropriate temperature, dissolved oxygen, and other water quality conditions. During the last drought, the four tributaries sustained some of the last remaining spring and summer rearing habitat for coho salmon and steelhead in the Russian River watershed.

However, Dutch Bill Creek and the other three tributaries are likely to continue to experience insufficient streamflow to support rearing of juvenile salmonids and other aquatic species throughout

the summer season. Low streamflows manifest in a combination of desiccated and intermittent stream reaches with surface water remaining only in isolated pools. Dissolved oxygen levels in the isolated pools quickly decline to levels harmful or lethal to juveniles attempting to rear there. This loss of summer rearing habitat in the context of already impaired conditions and low juvenile and adult abundance likely has a negative influence on survival and recovery of the Russian River coho salmon population.

The CMRPD flow augmentation project is being implemented as one of several efforts to improve flow for coho salmon and steelhead in the watershed, including other cooperative instream flow and restoration projects. Of particular interest, CMRPD's neighbors, Westminster Woods Camp and Conference Center (Westminster Woods) and Alliance Redwoods Conference Grounds (ARCG) have initiated streamflow enhancement projects. Westminster Woods implemented a water conservation and tank storage project to improve instream flow and recently completed a long-term instream flow dedication under Water Code Section 1707. ARCG has submitted two Petitions for Change to move the points of diversion for its licensed water rights downstream to benefit salmon and steelhead.

Previous Temporary Urgency Change Petitions

In August 2015, July 2016, August 2018, June 2019, and May 2020 CMRPD filed temporary urgency change petitions (TUCP) and instream flow dedication petitions (instream flow petition) with the State Water Board requesting approval of a temporary change to water right Permit 21198 (Application 31055) pursuant to California Water Code sections 1435 and 1707. The TUCP and instream flow petition requested the following temporary changes:

- (1) Addition of fish and wildlife preservation and enhancement as a purpose of use;
- (2) Addition of a portion of Dutch Bill Creek to the place of use. The upstream limit is located at North 1,921,868 feet and East 6,282,809 feet by California Coordinate System 1983, Zone 2, being within NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 21, Township 7 North, Range 10 West, Mount Diablo Base & Meridian (MDB&M). The downstream limit is located at the confluence of Dutch Bill Creek and the Russian River at North 1,932,731 feet and East 6,272,591 feet within NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 7 North, Range 10 West, MDB&M; and
- (3) Dedication of up to 30 acre-feet (af) of water at a maximum diversion rate of 0.2 cubic feet per second (cfs) for Fish and Wildlife Preservation and Enhancement for instream beneficial use in Dutch Bill Creek. The petitioner indicated a target rate of 0.1 cfs.

The petitions proposed to divert water from the Monte Rio well at a rate ranging from 0.05 to 0.2 cfs under Permit 21198 for release, untreated, from CMRPD's pipeline into Dutch Bill Creek. Water was directed to an existing 7,500 gallon storage tank at the water treatment facility on Alliance Redwoods Conference Grounds, approximately four miles upstream of the Monte Rio Well. A two-inch, above-ground polyethylene pipeline connected to the tank released the water into a rock-lined culvert drainage channel 400 to 450 feet from the tank; the water then flowed into Dutch Bill Creek. An agreement was reached with Alliance Redwoods Conference Grounds to allow the transport of water between the storage tank and Dutch Bill Creek. The target rate of release was 0.1 cfs.

In 2015, the temperature of release water ranged from 15.7°C to 19.9°C, remaining less than 18.2°C after September 3. Dissolved oxygen downstream of the release remained above 8 milligrams per liter (mg/l) for the duration of the release period (see attachment 1A). In 2016, temperature of release water ranged from 15.2°C to 18.9°C. Dissolved oxygen downstream of the release remained above 6.65 mg/l

for the duration of the release (see attachment 1B). In 2018, temperature of release water ranged from 13.7°C to 17.2°C. Dissolved oxygen downstream of the release remained above 4.49 mg/l for the duration of the release (see attachment 1C). In 2019, temperature of the released water ranged from 17.9°C to 20.3°C. Dissolved oxygen downstream of the release remained above 6.94 mg/l for the duration of the release (see attachment 1D). In 2020, temperature of the released water ranged from 10.9°C to 22.2°C. Dissolved oxygen downstream of the release remained above 5.38 mg/l for the duration of the release (see attachment 1E and 1F).

Via this Petition, CMRPD seeks the same temporary changes that were approved in previous years.

As noted above, in 2018, CMRPD submitted a long-term Petition for Change to permanently add fish and wildlife preservation and enhancement within Dutch Bill Creek as a purpose and place of use of CMRPD's water right under A31055; that Petition and a Petition for Extension of Time is pending.

Project Elements

Flow Release: Flow augmentation into Dutch Bill Creek will begin upon Water Board approval of the Petition for Change and no later than August. It is anticipated to extend as late as November 2021, or until flow conditions recover to approximately 0.1 cfs. The rate of release will range between 0.05 and 0.2 cubic feet per second with the total volume of water not to exceed 35 af during this period. Actual rates and duration of the release will be determined by NMFS, CDFW and CMRPD – with input from members of the Russian River Coho Partnership -- and shall be based upon instream flow conditions and facilities and permit constraints.

Water Right: CMRPD is a California Water District which provides municipal water services to 365 residences in and around the town of Camp Meeker, California. The water supply is sourced from two wells near the town of Monte Rio that draw underflow from the mainstem Russian River under appropriative water right (Permit #21198).

Permit 21198 was issued to CMRPD on April 27, 2007, pursuant to Application 31055. Permit 21198 authorizes direct diversion of 90 acre-feet per annum (afa) from the Russian River from January 1 to December 31, at a rate of 0.23 cfs.

The Dutch Bill Creek watershed encompasses an area including the towns of Occidental and Camp Meeker as well as the surrounding rural residences. CMRPD operates an offset well on the Russian River near Monte Rio (Monte Rio well), a transmission main, pump station, and storage tanks. Once diverted at the Monte Rio well, water is transported approximately four miles via a 6-inch transmission main to a water filtration facility in Camp Meeker (near Alliance Redwoods) where it is treated, stored, and subsequently delivered to residences in the CMRPD service area. The transmission main lies within the right-of-way for the Bohemian Highway, which roughly follows Dutch Bill Creek and connects with storage facilities in Camp Meeker and the Town of Occidental. Occidental Community Services District (Occidental) constructed an intertie to the CMRPD water system and currently services 70 customers under contract with Sonoma County Water Agency (SCWA). Occidental also holds a permit that is not in use. Russian River Utility (RRU) manages the CMRPD and Occidental public water systems. In addition to the water diverted under Permit 21198, CMRPD entered into a water supply agreement with SCWA to purchase water.

Permitting: Rich Stabler, Senior Environmental Specialist with the Sonoma County Permit and Resource Management District reviewed the original project proposal and concluded that no element within it warrants regulation via any county authority.

The North Coast Regional Water Quality Control Board (North Coast Regional Board) has responsibility to regulate discharges into waters of the state, and it establishes water quality objectives for Dutch Bill Creek and other water bodies in the Water Quality Control plan for the North Coast Region (Basin Plan). Relevant water quality parameters for this project include dissolved oxygen, temperature, and specific conductivity. Temperature criteria consist of two parts: The first states that receiving water temperatures cannot be altered unless the alteration will not harm beneficial uses; the second states that receiving water temperatures cannot be altered by more than 5 degrees Fahrenheit (2.8°C).

Bryan McFadin of the Regional Water Board reviewed the monitoring data from the 2015 and 2016 releases, and concluded neither release caused or contributed to any exceedances of water quality objectives defined in the Basin Plan. This conclusion was based on the observation that: (1) receiving water temperature did not exceed an instantaneous temperature of 18°C, a harmful threshold for coho salmon; (2) there was a substantial probability of fish mortality in the absence of the discharge due to drought conditions, and; (3) the change in stream water temperature never exceeded 1.9°C (3.4°F). Water temperature and dissolved oxygen measurements were taken between August 19 and October 17, 2016 (see Figure 1 for temperature data). Each set of measurements included a reading at the polyethylene pipeline outlet, upstream of the discharge and downstream. Discharged water was consistently warmer than stream water and increased stream temperatures on average of 0.6°C. The maximum increase in temperature was 1.9°C on September 16. The temperature spot measurements were generally taken in the early afternoon, but do not necessarily represent daily maxima.

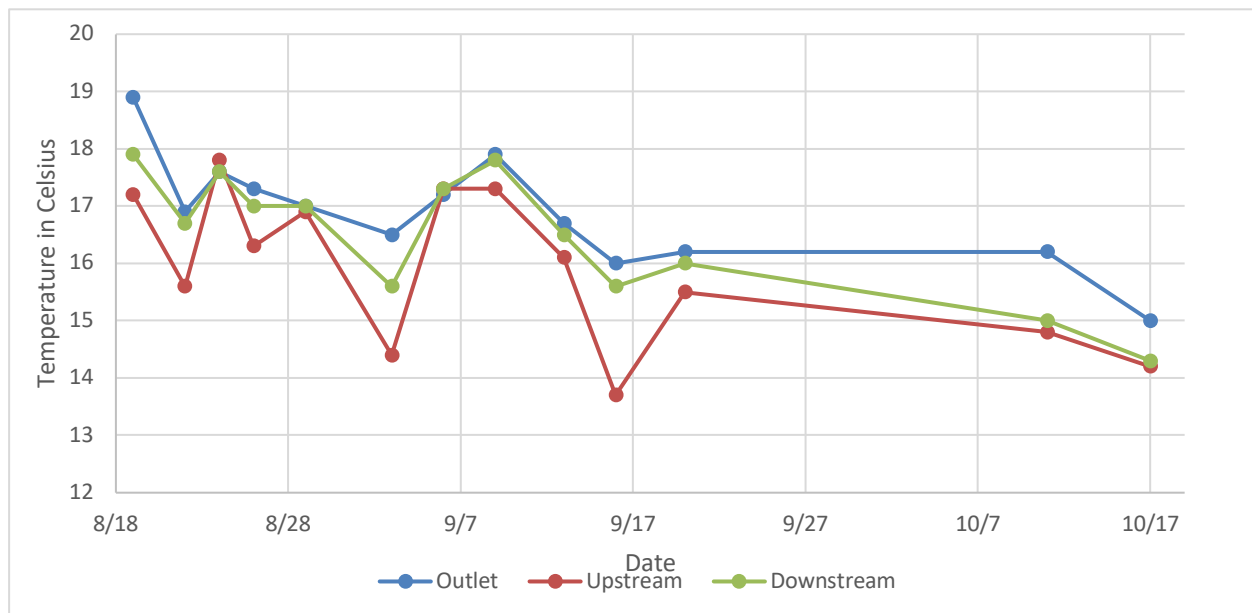


Figure 1. Spot measurements of water temperature associated with flow augmentation in 2016.

Monitoring: RRU will be responsible for implementing continuous flow releases during the agreed upon periods. This will include recording the timing, rate and duration of water releases as well as monitoring water temperature and dissolved oxygen at the point of discharge. Stream flows will be recorded by the gage at Westminster Woods and its continued operation will remain during the TUCP term.

Partners: This project is being implemented with the help of multiple parties. They include CMRPD, CDFW, NMFS, NCRWQCB, and members of the Russian River Coho Partnership, Gold Ridge Resource Conservation District, Occidental Arts and Ecology Center, Trout Unlimited, and California Sea Grant.

Required Findings of Fact

There is an urgent need to make the proposed change

On April 21, 2021, Governor Newsom proclaimed a State of Emergency in Sonoma and Mendocino counties due to drought conditions in the Russian River watershed. During the winter of 2020/21, dozens of salmonid redds were observed in Dutch Bill Creek downstream of Camp Meeker, with the vast majority in the lower reach. Juvenile fish hatching from these redds will need sufficient streamflow to survive the summer season (minimum of 0.5 ft³/s is desired). In all years that California Sea Grant (CSG) has been conducting wet/dry mapping surveys (since 2012 and including both wet and dry rain years), the lower reaches of Dutch Bill have become intermittent or dry, leaving them unsuitable for rearing fish. Data from TU's streamflow gage in the lower reach of Dutch Bill shows the reach's hydrograph has a steep falling limb, and quickly recedes to low flow, disconnected and dry conditions following the last rain event of the season (see Attachment 1G). We have already observed the lower reach of Dutch Bill Creek becoming extensively disconnected, blocking passage of outmigrating smolts, in May 2021 and anticipate much of it will become unsuitable for rearing salmonids as early as late-May to early June 2021. Given the positive results from previous years' flow enhancements and anticipated dry conditions in the lower reaches this year, additional flow from the project will likely provide a substantial benefit to fish again.

The proposed change may be made without injury to any other lawful user of water

Absent approval of the proposed change, the water to be made available by CMRPD for the proposed instream dedication would either be put to consumptive use within the boundaries of CMRPD's place of use as identified in Permit 21198, or would continue to flow down the Russian River. The instream flow dedication proposed by the petitioner is a non-consumptive use of water. Water diverted for instream flow purposes from CMRPD's Monte Rio well will re-enter the Russian River approximately 285 feet downstream, after flowing down Dutch Bill Creek, less natural stream conveyance losses. Consequently, only lawful users on the Russian River downstream of the Monte Rio well but upstream of the confluence with Dutch Bill Creek could experience any significant effect or injury from the proposed action. Per Division records, Occidental, under Permit 21214, constitutes the only user that could meet these criteria. Permit 21214, which is junior in priority to CMRPD's permit, authorizes year-round direct diversion of 0.16 cfs, up to 65 afa, of Russian River underflow from an offset well approximately 50 feet downstream of CMRPD's Monte Rio well. Occidental, however, is not yet using the water under Permit 21214, and so will not experience unreasonable effect or injury from the action. Further, SCWA is required per Decision 1610 to maintain flows in the lower Russian River. The amount of this dedication (maximum rate of 0.2 cfs) is insignificant compared to flow levels maintained by SCWA. There is a risk of riparian water rights holders on Dutch Bill Creek diverting the water intended for instream flow for their own use. According to SWRCB's records, Westminster Woods (Statement of Water Diversion and Use 24280) constitutes the only active water right holder on Dutch Bill Creek downstream of the proposed point of release. In 2015, Westminster Woods implemented a water conservation project that included moving its point of diversion off of Dutch Bill Creek and filing a petition to dedicate the water that was previously used for irrigation under its riparian right to instream use by fish and wildlife.

Accordingly, granting this TUCP and instream flow petition will not result in unreasonable effect or injury to any other lawful user of water.

The proposed change may be made without unreasonable effect upon fish, wildlife, or other instream beneficial uses

The action would enhance fish habitat and other instream beneficial uses in Dutch Bill Creek by augmenting flows for rearing habitat for salmonids. Data from the previous releases show that increased summer flows consistently improved dissolved oxygen concentrations and reconnected pool habitat, all to the benefit of juvenile coho salmon and steelhead survival and growth.

Previous flow releases from this site (2015, 2016, 2018, 2019, and 2020) were monitored extensively. CSG and SCWA mapped wetted habitat and took intermittent measurements of dissolved oxygen and water temperature in Dutch Bill Creek downstream of the release point in September of 2015 and at weekly to biweekly intervals in the summer of 2016. Between May and October of 2018 and 2019, CSG and SCWA mapped wetted habitat, measured riffle crest depths, and took intermittent measurements of dissolved oxygen and water temperature downstream and upstream of the release point on a biweekly basis. RRU gathered data on water temperature and dissolved oxygen at the pipe outlet. Trout Unlimited operated a streamflow gage at Westminster Woods, downstream of the release point.

Figure 2 shows mean daily discharge data recorded at the gage. In 2015, the gage showed that flow augmentation from this project substantially improved surface flow. This effort was also a significant contributing factor to maintaining rearing habitat in a wetted condition, despite it being the worst drought condition in recent history. CSG concluded that 76% of the juvenile salmonids observed in Dutch Bill Creek at the beginning of the 2015 rearing season were occupying habitat that remained wetted throughout the summer period—a significantly higher proportion than was observed in other critical coho salmon streams in that year (Figure 3).

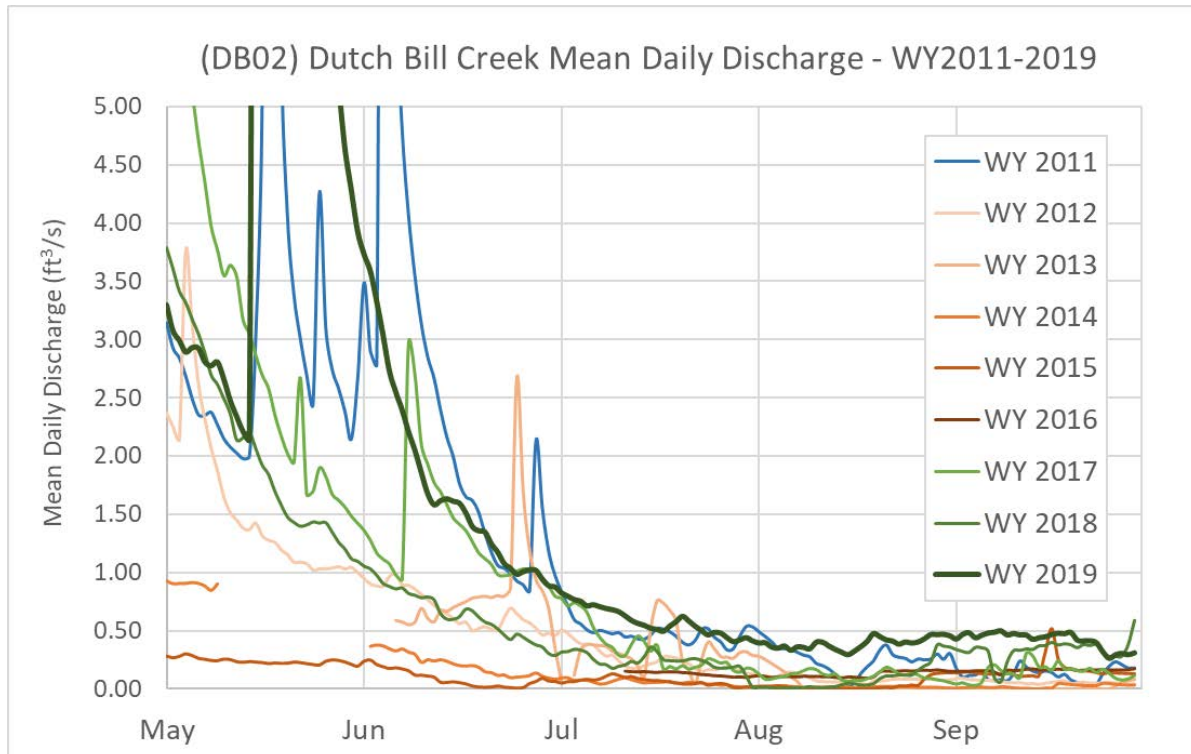


Figure 2. Average daily discharge from June through September for the years 2010 through 2019 in Dutch Bill Creek as measured by the stream gage at Westminster Woods.

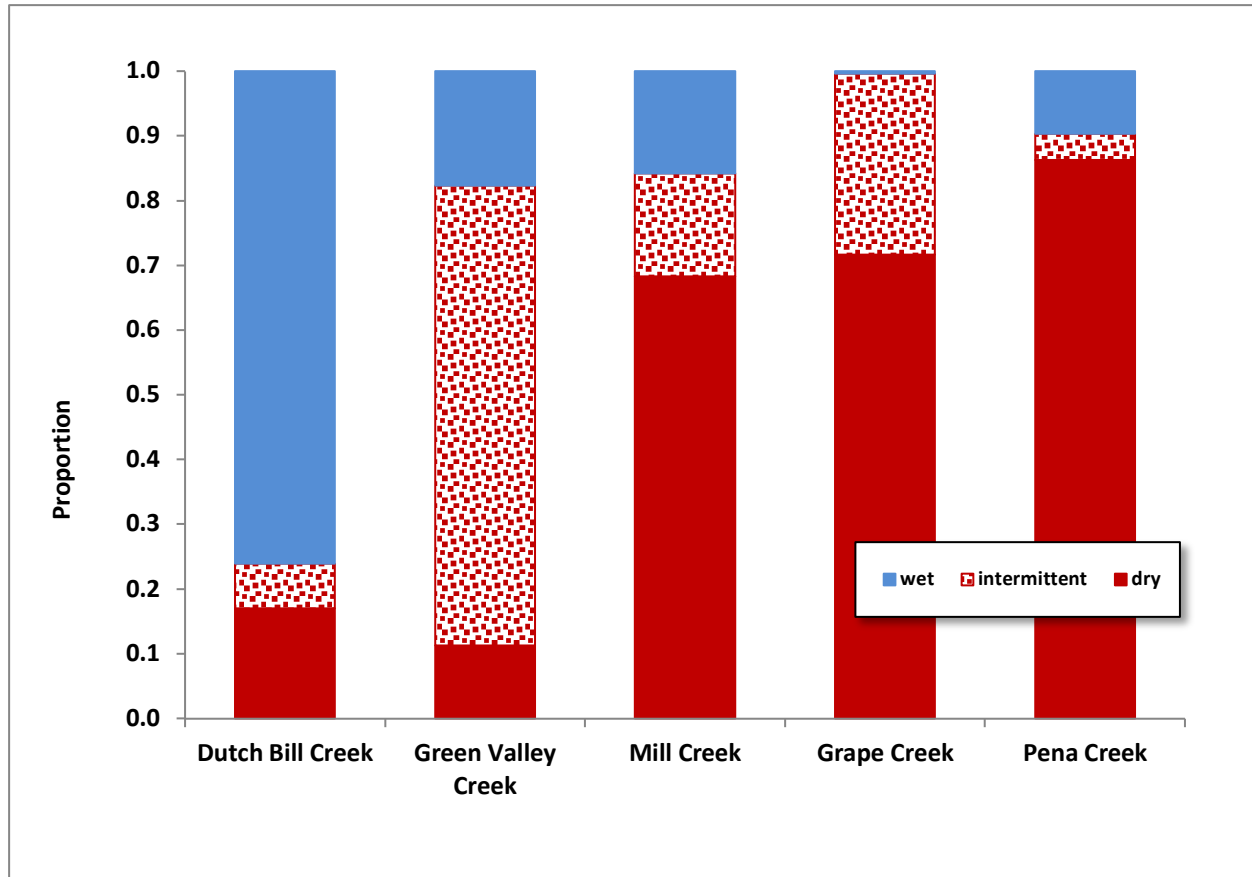


Figure 3. The proportion of juvenile salmonids observed in relation to wet, intermittent and dry stream reaches in five priority streams studied by the Russian River Coho Salmon Captive Broodstock Monitoring Program in the summer of 2015.

CSG monitoring conducted before and after the flow release in the summer of 2016 documented improvements in streamflow and fish habitat downstream. Increases in discharge were observed at the measurement site in upper Dutch Bill Creek, approximately 0.5 river kilometers downstream of the release site. Though discharge had been decreasing prior to the release, it peaked and doubled -- going from 0.07 ft³/s to 0.14 ft³/s -- in the week following the release. A notable increase in average riffle depth (from 0.06' to 0.12') in the 30 riffles downstream of the release site corresponded to increased discharge.

Within the 2.4 kilometers downstream of the release site previously dry riffles were observed reconnecting pools. A 91% increase in wetted stream by length was observed in the two weeks following the 2016 flow release. The increase in both riffle depth and wetted stream length resulted in more days of pool connectivity (connection to neighboring habitat units by surface flow). Research done by the CSG in select reaches of Green Valley and Dutch Bill creeks indicates that fewer days of hydrologic disconnection between pools correlates to a higher probability of survival for juvenile fish (<https://afspubs.onlinelibrary.wiley.com/doi/abs/10.1002/tafs.10057>).

The extent of wetted stream channel on Dutch Bill Creek almost surely would have been much lower without the additional flow from the CMRPD release. Since the rate of drying is variable and dependent on weather and other seasonal factors, it is impossible to predict with any certainty, but if the stream

had continued to dry at the (likely) conservative July/August rate of 4.6% per week, Dutch Bill Creek would have been 56.1% dry on September 22, rather than 37.3%.

Within the week after the 2016 release, dissolved oxygen (DO) in pools increased by an average of 18% in the reach of Dutch Bill Creek extending from Perenne Creek (around river kilometer 4.1) upstream to the release point, indicating that improved surface flow and pool connectivity helped to oxygenate pools. The increase in wetted habitat, pool connectivity, and DO observed following the 2016 CMRPD flow release indicates that the additional water provided by the release improved conditions for endangered coho salmon and threatened steelhead trout rearing in approximately 2.5 kilometers of Dutch Bill Creek. Fish that remained in pools of sufficient wetted volume that were reconnected, or that maintained connectivity as a result of the release, received the greatest benefit, as opposed to fish that were already significantly impaired by dry stream conditions. Logic dictates that an earlier release (i.e., before sections of stream went dry, leading to fish mortality) would have benefitted more fish and that more water released over a longer period of time would build a better base flow and allow surface flow to persist for longer.

In 2018, the release began on August 27 and on the August 28 wet/dry survey, small sections of the creek between the release point and Perenne Creek had rewet (Figures 4-6). By September 24-25, this reach had reconnected with the exception of one short intermittent segment, and a previously-dry flow cross section three kilometers downstream of the release point was measurably wet (Figure 7). This release improved stream connectivity and maintained pool volume for approximately three kilometers below the release point. DO conditions were stable and either near or above the 6 mg/L threshold before the release, and were maintained throughout the dry season, with the exception of one drop when the augmentation level decreased (Figure 8). September increases in DO corresponded to augmentation amounts in the logger pool 0.5 kilometers below the release point (Figure 8).

In 2019, the release began on August 19 and appeared to lead to subtle increases in discharge and DO concentrations at least as far as three kilometers downstream (Figure 9).

A summary of the 2020 release is included in the Dutch Bill Creek 2020 Flow Release Summary Report (Attachment 1F).

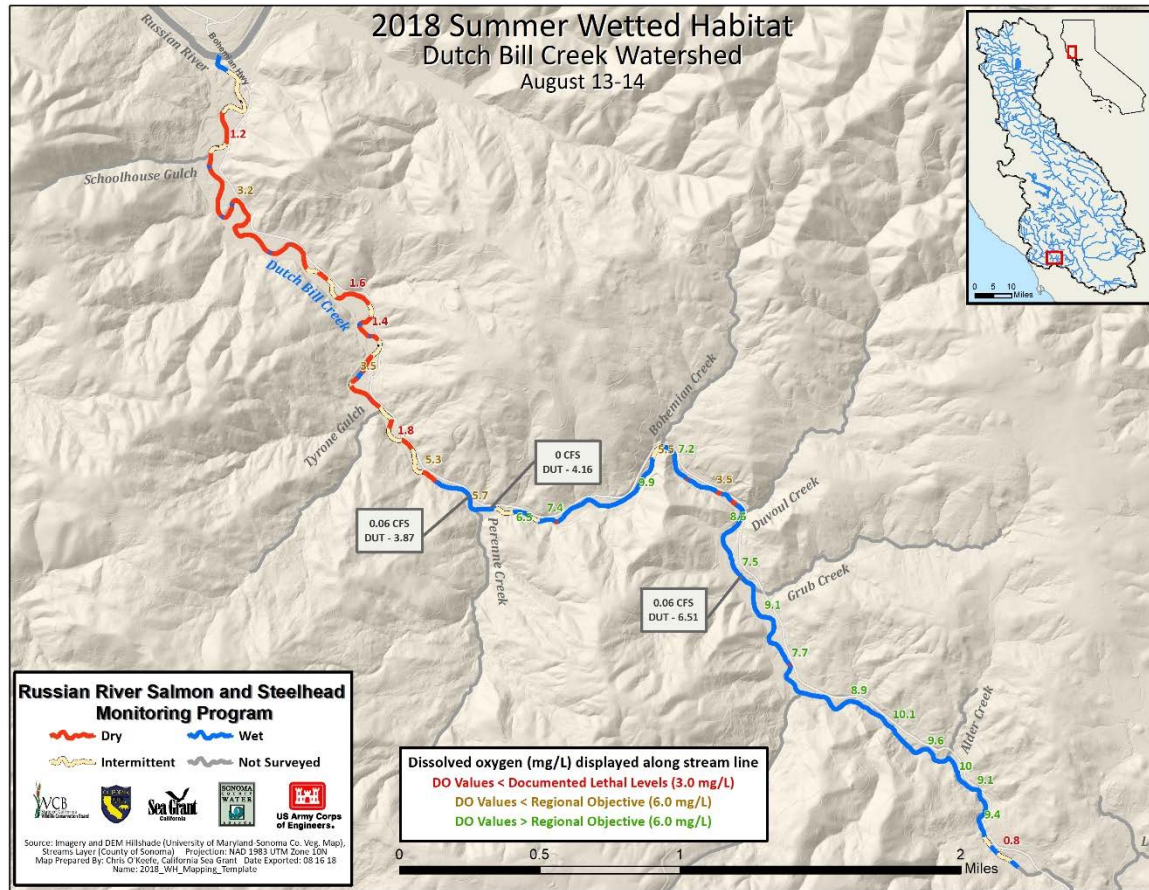


Figure 4. Dutch Bill Creek wetted habitat conditions and DO measurements on August 13-14, 2018 (before release).



Figure 5. Dutch Bill Creek wetted habitat conditions and DO measurements on August 27-28, 2018 (during and immediately after release).

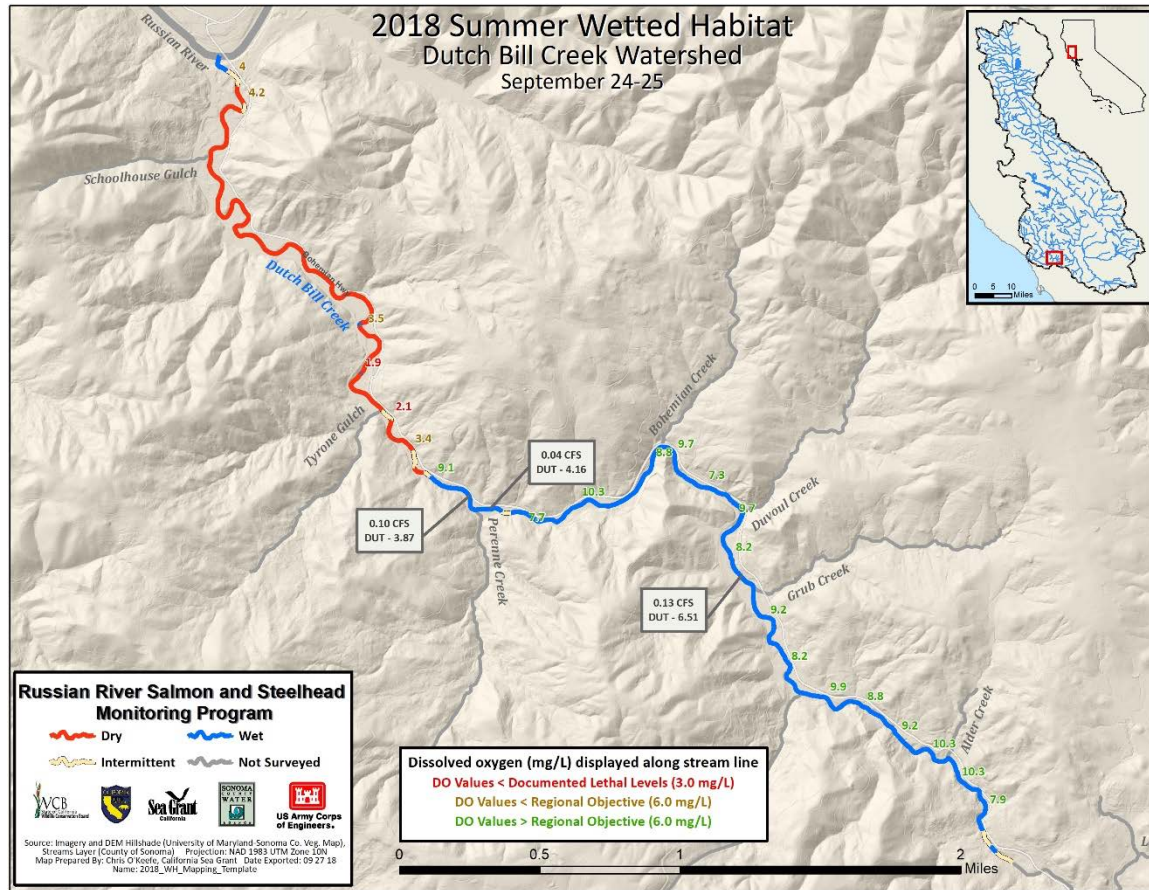


Figure 7. Dutch Bill Creek wetted habitat conditions and DO measurements on September 24-25, 2018 (approximately one month after release).

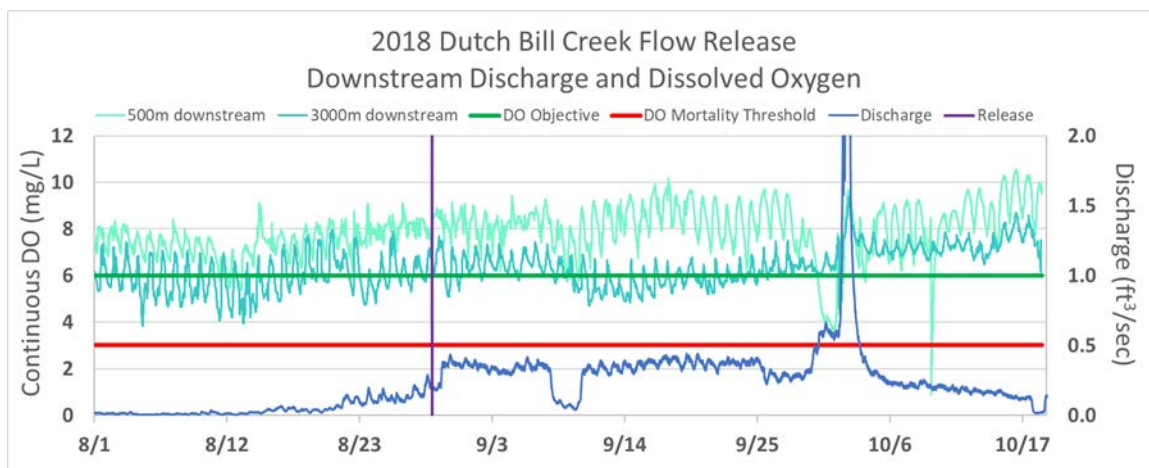


Figure 8. Discharge downstream of the release point and continuous dissolved oxygen concentration from loggers 500 m and 3000 m downstream of the flow release. Plotted with regional DO objective (6.0 mg/L) and salmonid mortality threshold (3.0 mg/L), August – October 2018.

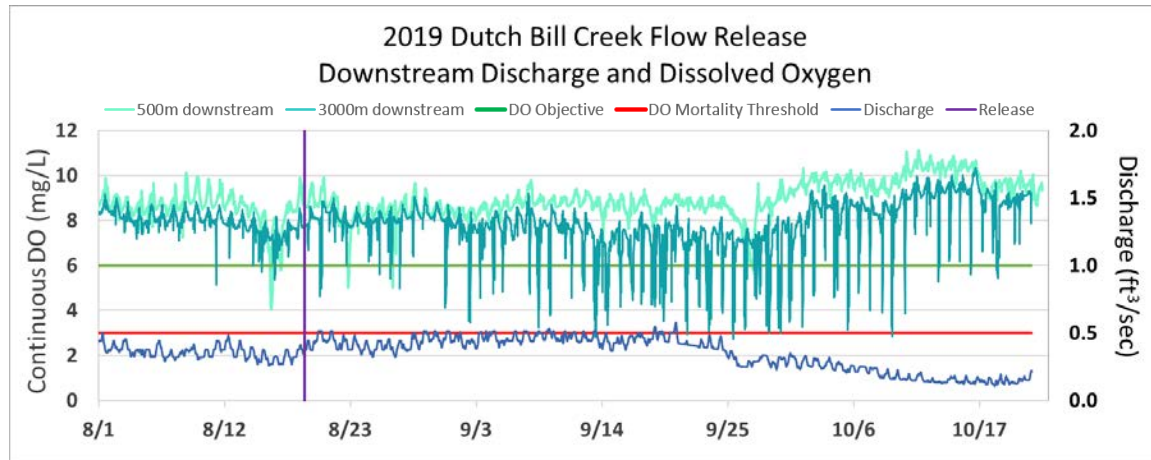


Figure 9. Discharge downstream of the release point and continuous dissolved oxygen concentration from loggers 500 m and 3000 m downstream of the flow release. Plotted with regional DO objective (6.0 mg/L) and salmonid mortality threshold (3.0 mg/L), August – October 2019.

CDFW, NMFS, the Russian River Coho Partnership, Trout Unlimited, and the Gold Ridge Resource Conservation District have all expressed support for the project. CMRPD consulted with NMFS, CDFW, and the North Coast Regional Board regarding the previous TUCPs, this instream flow petition, and the effects of the proposed changes. NMFS and CDFW were directly involved with the design of the project.

The proposed change is in the public interest

Dutch Bill Creek is a high-priority watershed for both Central California Coast (CCC) coho salmon – which are listed as endangered under the state and federal Endangered Species Acts – and CCC steelhead, which are federally listed as threatened. Augmentation of flows in Dutch Bill Creek will alleviate the effect of dry conditions on juvenile coho salmon and steelhead by improving rearing habitat conditions. Moreover, coho salmon in Dutch Bill Creek are critical to the overall viability of wild coho in the Russian River basin. It is in the public interest to enhance protection of the Dutch Bill Creek’s salmonid fisheries. Additionally, the use is non-consumptive and the dedicated water would again become available for downstream beneficial uses after passing the dedicated reach of Dutch Bill Creek.

The petition will not increase the amount of water the petitioner is entitled to use

The proposed change does not seek to expand the season, rate or amount of the permit. As discussed herein, the proposed change seeks to temporarily modify the place and purpose of use of CMRPD’s existing water right. Pursuant to Permit 21198, the total amount of water to be diverted under this Petition and will not exceed a cumulative diversion of 90 af or 0.23 cfs.

Attachment 1A. CMRPD Flow Release Record 2015

Date	Time	Monte Rio Well			Dutchbill Discharge Meter				Temp & Dissolved Oxygen (tempC/Mg/L)				Notes
		Meter reading gallons	Production since last read	Production Gall/day	Meter reading gallons	Production since last read	Production Gall/day	Average GPM	Entry	At Creek Entry	Upstream	Downstream	
8/19/2015	10:00 AM				7,450,000	0							
8/24/2015					7,450,000	0							
8/27/2015	1:15 PM				7,464,500	14,500	14,500	10.07					
8/28/2015	4:05 pm				7,488,600	24,100	22,100	16.35					
8/31/2015	8:31 AM	0			7,686,800	198,200	86,000	41.77					
9/1/2015	1:40 PM	1,181,100	1,181,100		7,722,300	35,500	50,500	38.54					
9/3/2015	12:00 PM	1,408,600	227,500	111,700	7,839,900	117,600	56,500	40.87	18.3/5.30				
9/4/2015	9:00	1,515,100	106,500	105,700	7,892,200	52,300	52,000	39.37					
9/10/2015	11:00 AM	2,257,000	741,900	225,800	8,280,900	388,700	81,400	42.87	18.0/5.60	17.0/5.07	16.1/6.90	17.5/8.11	
9/11/2015	2:45 PM	2,987,500	730,500	230,900	8,328,700	44,800	82,000	47.08	18.8/5.61	18.0/7.82	17.3/6.70	18.7/7.90	
9/14/2015	2:30 PM	2,718,200	330,700	111,300	8,486,900	157,100	52,400	39.30	18.1/5.61	18.0/7.85	16.8/6.37	17.7/7.41	
9/15/2015	1:00 PM	2,818,400	99,200	97,200	8,535,900	49,000	49,100	33.45	18.2/6.66	18.0/8.10	16.3/7.37	17.6/8.13	
9/18/2015	1:45 PM	3,124,000	305,600	132,800	8,694,300	158,400	52,800	39.87					
9/25/2015	11:20	3,837,400	713,400	161,200	9,055,400	361,100	51,400	35.82					
9/28/2015	3:15 PM	4,160,500	323,100	127,700	9,221,200	165,800	52,800	32.30	17.6/5.59	17.7/8.03	16.4/5.94	17.4/7.97	
9/30/2015	2:45 PM	4,378,100	217,600	101,700	9,324,300	103,100	50,500	35.50					
10/5/2015	12:15 PM	4,898,100	519,000	112,400	9,580,400	256,100	51,200	35.57					
10/12/2015	2:45 PM	5,634,900	746,800	168,500	9,951,000	370,600	58,000	35.45	16.5/6.32	15.4/6.30	15.1/7.26	15.3/8.12	
10/16/2015	1:00 PM	5,021,300	385,300	96,000	10,148,300	196,300	44,125	34.50					
10/18/2015	6:55	6,331,200	909,900	101,300	10,304,900	156,600	52,200	34.28					
10/23/2015	3:00 PM	6,750,700	419,500	108,025	10,525,900	221,000	50,250	34.57					
10/30/2015	12:50 PM	7,444,100	693,400	20,000	10,888,700	362,800	51,430	38.89					
11/2/2015	3:15 PM	7,778,600	334,500	57,125	11,052,700	164,000	41,000	29.47					
11/5/2015	10:00 AM	8,124,300	345,700	111,000	11,251,200	198,500	60,166	45.35					
11/10/2015	11:20 AM	8,493,500	369,200	131,800	11,428,800	173,600	55,680	28.75					
11/17/2015	10:15	9,060,500	567,000	81,000	11,735,000	306,200	49,628	20.50					
11/23/2015	9:00 AM	9,545,100	484,600	50,700	11,896,700	251,700	43,600	30.28					
12/1/2015	1:00 PM	10,218,100	673,000	64,125	12,355,100	259,400	44,900	31.11					
12/8/2015	11:35 AM	10,854,000	635,900	78,857	12,703,500	348,400	43,550	30.24					Stop Flow Because Rain
Totals:			10,854,000			5,253,500							
Tot in AC Ft			33.31			16.12							

Attachment 1B. CMRPD Flow Release Record 2016

Camp Meeker 2016

[illegible]

Attachment 1C. CMRPD Flow Release Record 2018

Dutchbill Creek Discharge Flow Monitoring 2018														
Date	Operator	Monte Rio Well			Dutchbill Discharge Meter					Temp & Dissolved Oxygen (tempC/Mg/L)				Notes
		Meter reading gallons	Production since last read	Production on Gal/day	Meter reading gallons	Meter reading gallons for calculation only	Production since last read	Production Gal/day	Average GPM	Entry	At Creek Entry	Upstream	Downstream	
8/27/2018	RS & JL	27,571,924.00	404,242	57,720										Cease flows at first substantial rain event
8/29/2018	GP & JL	27,684,833.00	112,909	54,744										
8/29/2018	GP	27,735,950.00	51,117	51,403	16596500	16,596,500	0	0	0			8.05 / 16 C	7.82 / 15.8 C	Start discharge
8/30/2018	GP	28,032,400.00	296,450	59,488	16,651,300	16,651,300	54,800	55,106	38.27	5.84 / 17.2°c	7.50 / 17.2°c	7.95 / 16.3°c	7.35 / 16.9	
9/4/2018	JL	28,132,233.00	99,833	54,106	16,925,900	16,925,900	274,600	55,104	38.27					
9/6/2018	GP	28,388,665.00	256,432	60,337	17,027,900	17,027,900	102,000	55,280	38.39					
9/10/2018	RS	28,605,500.00	216,835	55,421	17,140,000	17,140,000	112,100	26,376	18.32					
9/14/2018	JL	28,854,388.00	248,888	61,761	17,355,800	17,355,800	215,800	55,157	38.3	5.55/16.6°c	7.50/ 17.0°c	8.55/14.9°c	7.6/16.1°c	
9/18/2018	JL	29,028,077.00	173,689	63,192	17,578,100	17,578,100	222,300	55,163	38.31	5.72/17.1 c	7.55/16.9 c	8.36/15.3 c	7.71/16.4 c	
9/21/2018	JL	29,234,295.00	206,218	63,724	17,790,000	17,790,000	211,900	77,093	53.54					
9/24/2018	GP & JL	29,340,194.00	105,899	57,983	17,996,800	17,996,800	206,800	63,904	44.38					
9/26/2018	JD	29,715,398.00	375,204	53,479	18,196,200	18,196,200	199,400	109,177	75.82					
10/3/2018	JD	29,955,975.00	240,577	48,411	18,396,200	18,396,200	200,000	28,506	19.8					
10/8/2018	JL	30,052,066.00	96,091	46,890	18,670,500	18,670,500	274,300	55,197	38.33					
10/10/2018	GP	30,465,810.00	413,744	50,624		18,670,500	0	-						
10/18/2018	RS	30,648,920.00	183,110	46,751	19,186,400	19,186,400	515,900	50,468	35.05					
10/22/2018	JL	30,838,409.00	189,489	46,516	19,400,300	19,400,300	213,900	54,613	37.93	5.76/14.9 c	8.06/14.9c	12.3/8.55c	8.32/14.7c	
10/26/2018	JL	30,979,636.00	141,227	48,594	19,626,900	19,626,900	226,600	55,626	38.63					
10/29/2018	JL	31,389,834.00	410,198	46,183	19,786,900	19,786,900	160,000	55,054	38.23	5.58/14.7 c	8.34/14.6 c	7.43/12.2 c	4.49/13.6 c	
11/7/2018	RS & JL	31,498,564.00	108,730	49,626		19,786,900	0	-						
11/9/2018	RS & JL	32,088,402.00	589,838	49,125	20,399,100	20,399,100	612,200	55,288	38.39	5.38/13.7c	7.82/13.2c	8.26/9.1c	8.3/11.6c	
11/21/2018	RS	32,482,420.00	394,018	44,529		20,399,100	0	-						
11/30/2018	JL	32,695,365.00	212,945	42,989	21,560,300	21,560,300	1,161,200	55,678	38.67	5.46/14.1c	8.1/13.9c	8.22/9.6c	8.32/12.1c	shut flows off

Attachment 1D. CMRPD Flow Release Record 2019

Dutchbill Creek Discharge Flow Monitoring 2019													
Date/Time	Operator	Monte Rio Well			Dutchbill Discharge Meter				Temp & Dissolved Oxygen (tempC/Mg/L)				Notes
		Meter reading gallons	Production since last read	Production Gal/day	Meter reading gallons	Production since last read	Production Gal/day	Average GPM	Entry	At Creek Entry	Upstream	Downstream	
8/19/2019	GP	45,234,394.00	391,549	58,916	21,561,200	0	0	0	20.3° / 5.48	20.5° / 8.10	17.7° / 8.48	17.6° / 10.01	start Creek discharge 40 GPM 8-19-19@ 3:30pm
8/20/2019	JD	45,309,205.00	74,811	67,499	21,622,700	61,500	55,489	38.53					
8/21/2019	GP	45,358,515.00	49,310	57,776	21,670,400	47,700	55,889	38.81	19.1° / 5.95	19.3° / 8.1	18.7° / 9.65	18.8° / 9.33	
8/26/2019	JD	45,668,100.00	309,585	64,488	21,938,700	268,300	55,888	38.81	18.8° / 4.66	18.6/6.68	16.3° / 6.76	16.7° / 6.94	
8/27/2019	JD	45,738,800.00	70,700	70,019	21,995,400	56,700	56,154	39					
8/28/2019	JD	45,793,750.00	54,950	52,333	22,053,800	58,400	55,619	38.62	18.7/5.75	18.8/8.06	17.6/5.5.20	18.0/9.20	
9/3/2019	GP	46,189,015.00	395,265	66,493	22,386,200	332,400	55,918	38.83	18.8 / 5.45	18.7 / 7.55	15.6 / 8.05	16.4 / 7.20	crawdads are hunting small fish
9/6/2019	JL	46,369,717.00	180,702	59,233	22,557,100	170,900	56,020	38.9					
9/9/2019	RS	46,563,730.00	194,013	62,347	22,730,700	173,600	55,788	38.74	19.5/4.99	18.9/6.95	18.4/7.23	18.1/7.90	
9/16/2019	JL	46,975,039.00	411,309	59,389	23,118,700	388,000	56,023	38.91	18.9/5.35	18.7/6.98	17.9/7.54	17.8/7.90	
9/17/2019	GP	47,034,720.00	59,681	54,496	23,179,200	60,500	55,244	38.36					
9/23/2019	JL	47,372,978.00	338,258	58,132	23,505,100	325,900	56,009	38.89	18.9/5.38	18.6/6.88	18.2/7.59	17.6/7.88	
9/25/2019	JL	47,513,432.00	140,454	70,867	23,615,500	110,400	55,703	38.68					slow fish flow from 38gpm to 28gpm
9/30/2019	RS	47,821,820.00	308,388	61,286	23,811,200	195,700	38,892	27.01	17.9/5.46	17.5/7.01	14.9/7.63	15.2/8.03	
10/3/2019	GP	48,011,550.00	189,730	63,170	23,928,100	116,900	38,922	27.03					
10/10/2019	JL	48,455,872.00	444,322	66,029	24,208,800	280,700	41,714	28.97	17.9/5.55	17.4/6.74	17.2/7.83	16.9/7.90	
10/21/2019	RS	49,076,166.00	620,294	54,843	24,629,000	420,200	37,152	25.8					
11/4/2019	RS	49,820,270.00	744,104	52,917	24,842,300	213,300	15,169	10.53					stopped flow due to fires 10/30, resume flow 11/4
	JD			-	24,842,300	0	0	0					
11/12/2019	GP	50,284,580.00	464,310	57,298	25,139,200	296,900	7	0					
11/15/2019	JD	50,415,691.00	131,111	55,480	25,249,200	110,000	46,547	32.32					
11/18/2019	JD	50,559,980.00	144,289	48,096	25,363,300	114,100	38,033	26.41					
11/20/2019	jd	50,680,241.00	120,261	60,131	25,441,500	78,200	39,100	27.15					
11/25/2019	jd	50,908,315.00	228,074	45,615	25,626,300	184,800	36,960	25.67					
11/27/2019	RS & JL	51,006,080.00	97,765	38,549	25,707,400	81,100	31,978	22.21	12.5/5.05	12.1/7.43	9.0 C/7.64	9.4/8.02	
12/2/2019	JD	51,280,815.00	274,735	61,546	25,894,630	187,230	41,943	29.13	11.4°/ 8.36	11.0°/ 8.87	11.0° / 8.88	11.0° / 8.80	shut down Dutch bill release.

Attachment 1E. CMRPD 2020 TUCP Monitoring Summary

Dutchbill Creek Discharge Flow Monitoring 2020														TUCP REPORT INFORMATION									
Date/Time	Operator	Monte Rio Well			Dutchbill Discharge Meter				Temp & Dissolved Oxygen (tempC/Mg/L) "A"				Notes	"B"			"C"				"D"		
		Meter reading gallons	Production since last read	Production Gal/day	Meter reading gallons	Production since last read	(Release into DBC) Production Gal/day "B"	Average GPM "B"	Entry	At Creek Entry	Upstream	Downstream		Average Daily Release Rate in CFS	(B2) Weekly Release Volume in CF (Gal/7.48)	Monthly Release Volume in CF	Total Average daily rate of water diverted in CFS (CMRP-OCSD)+(DBC/1440/60/7.48)	CMRP usage for math purposes in gal	ocsd for math in gal	Weekly Volume(Acre Feet) Diverted to CMRP for Consumptive Purposes(CMRP- OCSD/325.851)		Weekly Volume(Acre Feet) Diverted for Non-consumptive Purposes("B2"/43.560)	Weekly Volume(Acre- Feet) of water delivered for municipal purposes to CMRP under 21198 (Consumptive=Munic pal)
7/1/2020	GP & JL	61,528,380.00	115,580	47,417	25894800	0	0	0	6.89/22.2"	6.86/21.6"	8.72/17.9"	8.35/18.3"	start creek discharge 7-1-2020 2:00pm @ 35 gpm				0.14						
7/7/2020	JL	61,943,240.00	414,860	67,932	26,175,900	281,100	46,030	31.96	7.81/19.8"	8.78/17.8"	9.77/16.5"	8.85/18.1"		0.071	7/1-7/7 37577.60cf		0.14	414,860	143,402	0.83	0.86	0.83	
7/9/2020	GP	62,085,800.00	142,560	97,942	26,266,400	90,500	62,176	43.18	5.60/18.9"	5.91/19.0"	4.88/16.4"	5.55/17.6"	Truck hit fire hydrant 9am Bohemian Hwy & Morelli lane. No Chlorine in creek @ fish release site. Creek is muddy @ crash site from water from hydrant.	0.096			0.2	142,560	43,514				
7/15/2020	JL	62,543,934.00	458,134	72,053	26,542,900	276,500	43,486	30.2	8.08/18.8"	7.96/18.7"	7.86/16.0	8.10/16.5		0.067	7/7-7/15 49,060.76cf		0.14	458,134	171,862	1.76	1.126	1.76	
7/20/2020	JL	62,871,568.00	327,634	65,228	26,779,500	236,600	47,104	32.71	8.42/17.3"	8.46/17.4"	8.40/15.3"	8.63/15.8"		0.073	7/15-7/20 31,628.81cf		0.14	327,634	115,429	0.65	0.726	0.65	
7/24/2020	GP	63,112,524.00	240,956	59,577	26,970,100	190,600	47,126	32.73	4.10/18.8"	5.11/18.7"	4.75/15.2"	5.84/16.6"		0.073			0.13	240,956	91,486				
7/27/2020	JL	63,322,019.00	209,495	65,212	27,120,700	150,600	46,879	32.56	7.88/18.8"	8.13/18.7"	7.97/15.4"	8.43/16.7"		0.073	7/20-7/27 45611.80cf	163878.99 cf	0.14	209,495	76,887	1.31	1.047	1.31	
8/2/2020	JL	63,607,750.00	285,731	47,838	27,401,800	281,100	47,062	32.68					Shut flow off @ 8/2/2020 2:00pm due to Scada Failure to refill tanks faster.	0.073			0.11	285,731	158,510				
8/5/2020	JL	63,912,873.00	305,123	109,598	27,401,800	0	0	0	8.33/18.1"	8.41/17.9"	7.29/15.7"	7.67/15.9"	resume flow	0	8/2-8/5 0.0		0.13	305,123	77,943	0.69	0	0.69	
8/10/2020	RS	64,274,410.00	361,537	70,640	27,641,600	239,800	46,854	32.54	8.26/18.3"	8.40/18.3"	8.53/16.0	7.89/16.4		0.072	8/5-8/10 32,056.59cf		0.14	361,537	147,638	0.66	0.735	0.66	
8/14/2020	JL	64,562,264.00	287,854	73,209	27,826,900	185,300	47,127	32.73						0.073			0.14	287,854	119,969				
8/17/2020	RS	64,805,725.00	243,461	95,293	27,865,000	38,100	14,913	10.36	5.2/21.3	6.88/20.7	3.63/19.1	5.38/19.5	Found flow hydro locked, burped system and re established proper flow rate	0.023	8/10-8/17 29,864.23cf		0.1	243,461	108,954	0.92	0.685	0.92	
8/20/2020	JL	65,033,452.00	227,727	66,021	28,021,864	156,864	45,477	31.58						0.07			0.14	227,727	80,404				
8/24/2020	GS	65,290,666.00	257,214	72,440	28,215,200	193,336	54,450	37.81	8.16/19.5"	6.91/19.1"	5.03/17.6"	7.33/18.6"		0.084	8/17-8/24 46,814.93cf		0.15	257,214	96,897	1.25	1.074	1.25	
8/31/2020	GS	65,737,871.00	447,205	63,886	28,572,600	357,400	51,057	35.46	8.4/17.3	8.45/17.2	6.94/14.5	7.92/15.9		0.079	8/24-8/31 47,777.43cf	156513.19 cf	0.14	447,205	182,383	0.81	1.096	0.81	
9/8/2020	GS	66,308,345.30	570,474	71,309	28,993,500	420,900	52,613	36.54	8.21/18.6	8.16/18.5	6.93/18.1	7.66/18.4		0.081	8/31-9/8 56,270.05cf		0.15	570,474	228,443	1.05	1.291	1.05	
9/14/2020	GS	66,690,126.80	381,782	63,630	29,292,600	299,100	49,850	34.62	8.89/16.5	8.71/16.6	7.65/14.7	8.14/15.6		0.077	9/8-9/14 39,983.85cf		0.14	381,782	154,882	0.69	0.917	0.69	
9/21/2020	JL	67,138,870.00	448,743	64,106	29,653,800	361,200	51,600	35.83	8.53/16.8"	8.30/16.6	7.32/14.8	7.98/15.8		0.08	9/14-9/21 48,285.41cf		0.14	448,743	191,090	0.79	1.108	0.79	
9/28/2020	JL	67,618,453.00	479,583	68,512	30,009,700	355,900	50,843	35.31	8.7/16.4	8.61/16.3	6.24/15.8	7.61/15.9		0.079	9/21-9/28 47,576.90cf	192112.32 cf	0.14	479,583	193,823	0.86	1.092	0.86	
10/5/2020	GS	68,100,146.00	481,693	68,813	30,370,700	361,000	51,571	35.81	8.99/15.9	8.79/15.8	7.26/13.2	8.31/14.6		0.08	9/28-10/5 48,262.03cf		0.14	481,693	210,643	0.83	1.107	0.83	
10/12/2020	RS	68,555,880.00	455,734	59,916	30,741,200	370,500	48,710	33.83	8.72/16.3	8.67/16.0	7.13/14.6	8.16/15.3		0.075	10/5-10/12 49,532.08cf		0.13	455,734	196,128	0.79	0.999	0.79	
10/14/2020	JL	68,695,558.00	139,678	100,217	30,845,100	103,900	74,547	51.77	8.58/17.8	8.65/17.3	8.3/16.5	8.45/16.9		0.115			0.19	139,678	73,318				
10/19/2020	RS	69,048,804.00	353,246	64,210	31,095,100	250,000	45,443	31.56	5.03/16.4	7.23/16.4	6.53/13.9	7.66/15.1		0.07	10/12-10/19 47,312.83cf		0.13	353,246	150,605	0.68	1.086	0.68	
10/28/2020	RS	69,605,171.00	556,367	61,355	31,423,300	328,200	36,193	25.13					flow off 8/26-8/28 due to PSPS, resume flow 10/28	0.056	10/19-10/28 43,877.00cf	188,983.95 cf	0.11	556,367	254,197	0.92	1.007	0.92	
11/2/2020	JL	69,938,780.00	333,609	75,297	31,671,900	248,600	56,110	38.97	9.44/13.5	9.36/13.5	9.45/9.9	9.34/12.1		0.087	10/28-11/2 33,235.29cf		0.15	333,609	141,015	0.59	0.762	0.59	
11/9/2020	GS	70,381,563.00	442,783	63,255	32,031,100	359,200	51,314	35.63	9.57/12.7	9.56/12.7	9.96/6.8	9.67/10.4		0.079	11/2-11/9 48,021.39cf		0.14	442,783	180,666	0.8	1.102	0.8	
11/13/2020	GS	70,619,365.90	237,803	59,451	32,031,100	0	0	0					Missed meter read	0			0.04	237,803	146,793	0.27		0.27	
11/16/2020	JL	70,765,583.00	146,217	48,739	32,392,400	361,300	120,433	83.63	9.42/12.9"	9.49/12.9"	9.32/9.4"	9.64/10.6"		0.186	11/9-11/16 48,302.13cf		0.23	146,217	54,087	0.28	1.108	0.28	
11/23/2020	JL	71,102,339.00	336,756	48,108	32,750,400	358,000	51,143	35.52	9.59/12.2"	9.67/10.2"	10.12/8.2"	10.16/9.6"		0.079	11/16-11/23 47,860.96cf		0.12	336,756	153,295	0.56	1.098	0.56	
11/25/2020	GS	71,187,918.40	85,579	42,790	32,750,400	0	0	0					Missed meter read	0			0.04	85,579	33,049	0.16		0.16	
11/30/2020	GS	71,441,594.00	253,676	50,735	33,105,600	355,200	71,040	49.33	9.86/11.2	10.23/7	10.98/5	10.78/6.7		0.11	11/23-11/30 47,486.63cf	224,906.41 cf	0.15	253,676	108,939	0.44	1.09	0.44	
12/7/2020	GS	71,796,885.00	355,291	50,756	33,449,600	344,000	49,143	34.13	9.85/10.9"	9.90/10.8"	10.44/6.3"	10.25/7.0"		0.076	11/30-12/7 44,652.40cf		0.12	355,291	155,559	0.61	1.025	0.61	
12/14/2020	JL	72,119,593.00	322,708	46,101	33,818,600	369,000	52,714	36.61	9.79/11.2"	9.96/10.9	10.42/6.7"	10.33/7.3"		0.082	12/7-12/14 49,331.55cf		0.11	322,708	171,838	0.46	1.059	0.46	
12/17/2020	GS	72,294,079.00	174,486	58,162	33,969,700	151,100	50,367	34.98						0.078			0.14	174,486	45,769				
12/21/2020	RS	72,444,468.00	150,389	37,597	34,175,900	206,200	51,550	35.8					stop flow	0.08	12/14-12/21 47,767.37cf	137,072.19 cf	0.12	150,389	38,312	0.73	1.096	0.73	

Dutch Bill Creek 2020 Flow Release Summary Report

**Prepared by Trout Unlimited, California Sea Grant, and Russian River Utility
for the Camp Meeker Recreation and Park District and the State Water Resources Control Board**

January 28, 2021

The Order Approving Temporary Urgency Changes Including Instream Flow Dedication in the Matter of Permit 21198 for the Camp Meeker Recreation and Park District (CMRPD) requires that “By January 31, 2021, Camp Meeker shall provide the Deputy Director for Water Rights a summary report of operations that occurred in 2020 pursuant to this Order including: (a) the total monthly quantities of water diverted under Permit 21198; (b) the total monthly quantity consumptively used for municipal purposes under Permit 21198; and (c) the total monthly quantity in acre-feet and maximum monthly direct diversion rate in cfs dedicated to instream flow resources pursuant to this Order.”

In emails dated July 1 and July 7, 2020, the Division of Water Rights requested that CMRPD provide additional information in the summary report on fishery conditions observed in Dutch Bill Creek during the Temporary Urgency Change Petition (TUCP) period, as requested by a protestant and refined through a subsequent email exchange.

This summary report provides the information required and requested by the State Water Board on CMRPD operations, Dutch Bill Creek streamflow and water temperature monitoring, and Dutch Bill Creek fish and habitat monitoring.

I. Camp Meeker Recreation and Park District operations

The CMRPD flow release into Dutch Bill Creek began on 7/1/2020 and ended December 21, 2020. A summary of CMRPD operations during those months, as specified above and compiled by Russian River Utility, is included below.

Dutch Bill Creek 2020 Flow Release Summary Report

Summary report of CMPD 2020 operations				
	(A) Total monthly quantities of water diverted under Permit 21198 in Acre Feet	(B) Total monthly quantity consumptively used for municipal purposes under Permit 21198 In Acre Feet (CMRP)	(C.1) Total monthly quantity in Acre Feet dedicated to instream flow resources pursuant to 21198	(C.2) Maximum monthly direct diversion rate in cfs dedicated to instream flow resources pursuant to 21198
July	8.315	4.552	3.762	0.096
August	7.919	4.326	3.593	0.084
September	7.8	3.39	4.41	0.081
October	7.558	3.22	4.338	0.115
November	8.263	3.1	5.163	0.087
December	5.054	1.8	3.254	0.082
Totals	44.909	20.388	24.521	

The final monthly TUCP monitoring summary with additional detail, as submitted to the State Water Board on January 12, 2021, is included as Attachment 1.

II. Dutch Bill Creek streamflow and water temperature monitoring

Streamflow and water temperature monitoring conducted by Trout Unlimited in Dutch Bill Creek consisted of operating three continuous water depth and temperature loggers, collecting monthly streamflow measurements (from May through October 2020), and developing rating curves and streamflow datasets.

Rainfall

In water year (WY) 2020 the Dutch Bill Creek watershed and the surrounding area received below average rainfall. Precipitation data recorded over an 83-year period at a weather station located in Graton, CA (Figure 1) show that WY2020 was the second lowest on record – receiving nearly four inches less than WY2014, the driest year of the recent drought.

Dutch Bill Creek 2020 Flow Release Summary Report

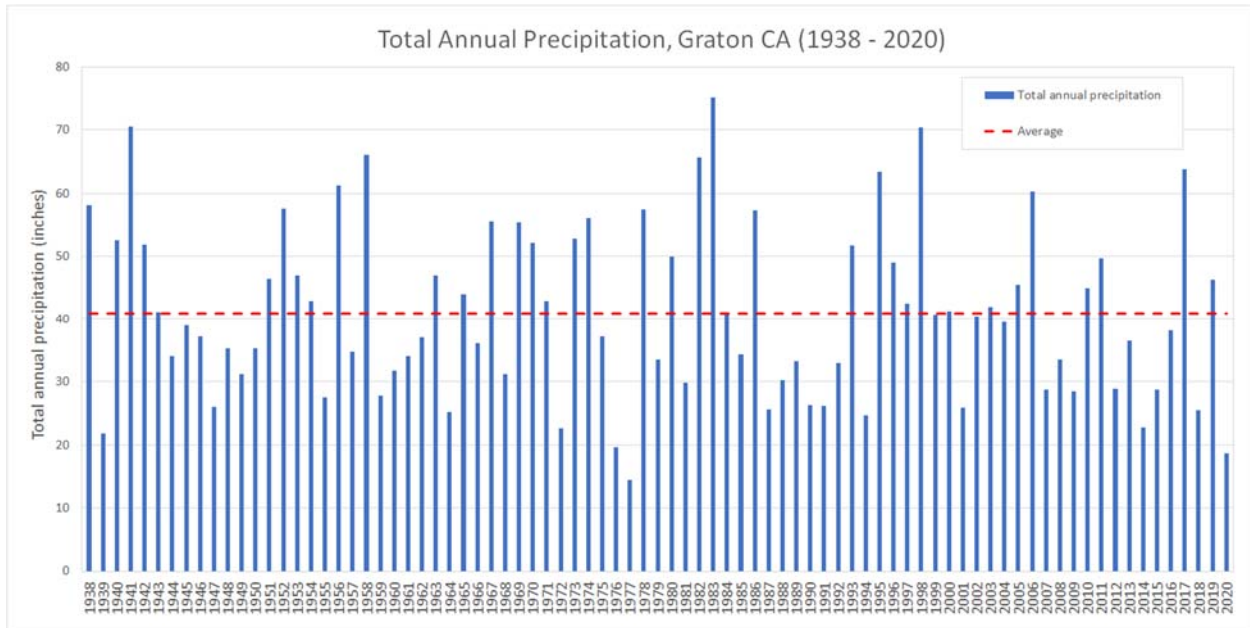


Figure 1. Total annual rainfall recorded in Graton from 1938-2020, at the NOAA rain gauge station USC00043578.

Streamflow

Like rainfall, streamflow conditions in Dutch Bill Creek in WY2020 were very low. TU's gage (DB02 - Dutch Bill Creek at Westminster Woods) shows that streamflow conditions in May 2020 started at approximately 0.8 ft³/sec (approximately 3 ft³/sec less than WY2019) and declined to approximately 0.1 ft³/sec by early July (Figure 2). The water release from CMRPD on July 1st raised streamflow to approximately 0.22 ft³/sec, after which streamflow gently receded to 0.13 ft³/sec. A small rainfall event in mid-July caused streamflow to rise back to approximately 0.22 ft³/sec. Due to unanticipated circumstances, the flow release stopped three times during the summer, twice in August and once in October. During each shut off period, streamflow at TU's gage DB02 dropped to nearly zero (0.02 ft³/sec). These drops in the hydrograph portray a pretty stark picture of what flow conditions would have been like without the release; the gage site likely would have had no flow or very little flow by early August and would have remained dry through October.

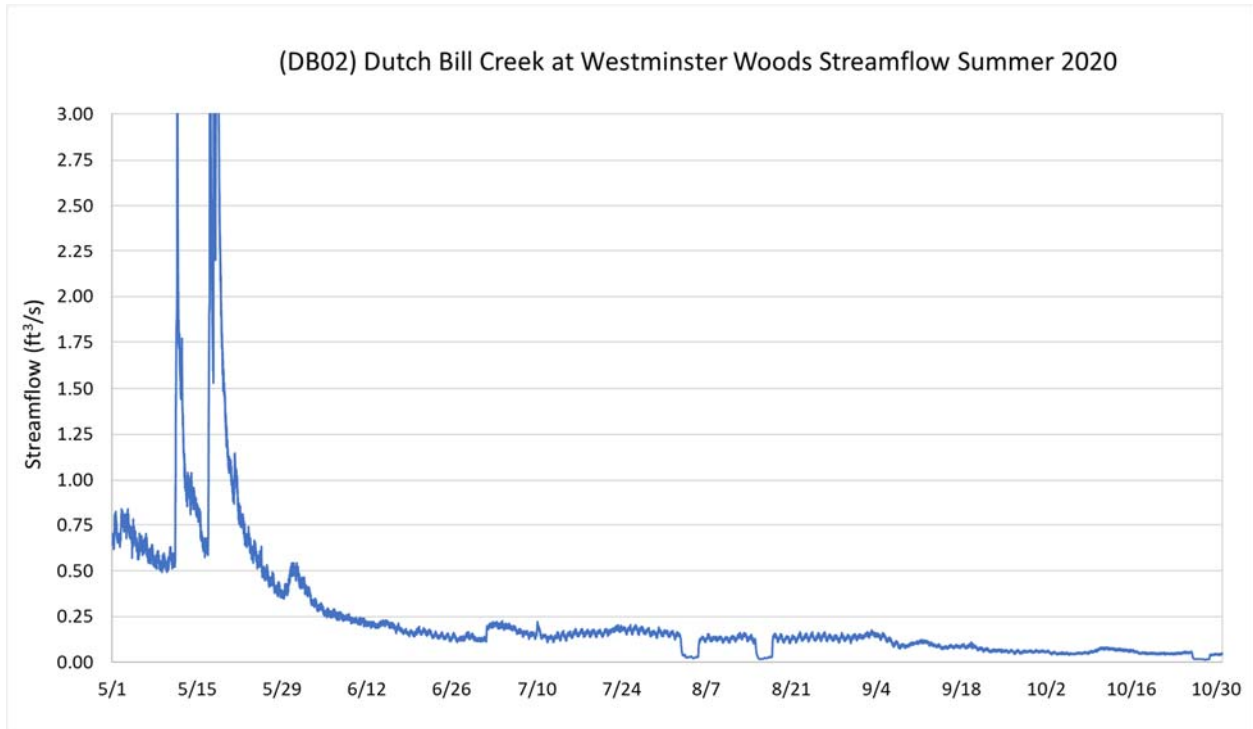


Figure 2. Streamflow conditions recorded at TU gage (DB02) Dutch Bill Creek at Westminster Woods, summer 2020.

Water temperature

Continuous water temperature data was recorded at TU's streamflow gage (DB02 - Dutch Bill Creek at Westminster Woods) at 15-minute intervals throughout summer 2020 (Figure 3). Water temperatures in May were approximately 12 degrees Celsius, with diurnal fluctuations ranging from 11.5 – 13.5 degrees Celsius. Water temperatures decreased slightly during the rain events in mid-May and rose up to 19 degrees Celsius in late May. Water temperatures decreased again with the light rain event in early June, and then settled at around 15 degrees Celsius. Water temperature data show no significant change in conditions following the beginning on the flow release in early July, however water temperatures increase during the periods when the flow release was shut off and streamflow dramatically dropped. Water temperatures began declining in mid-October, as ambient air temperatures decreased.

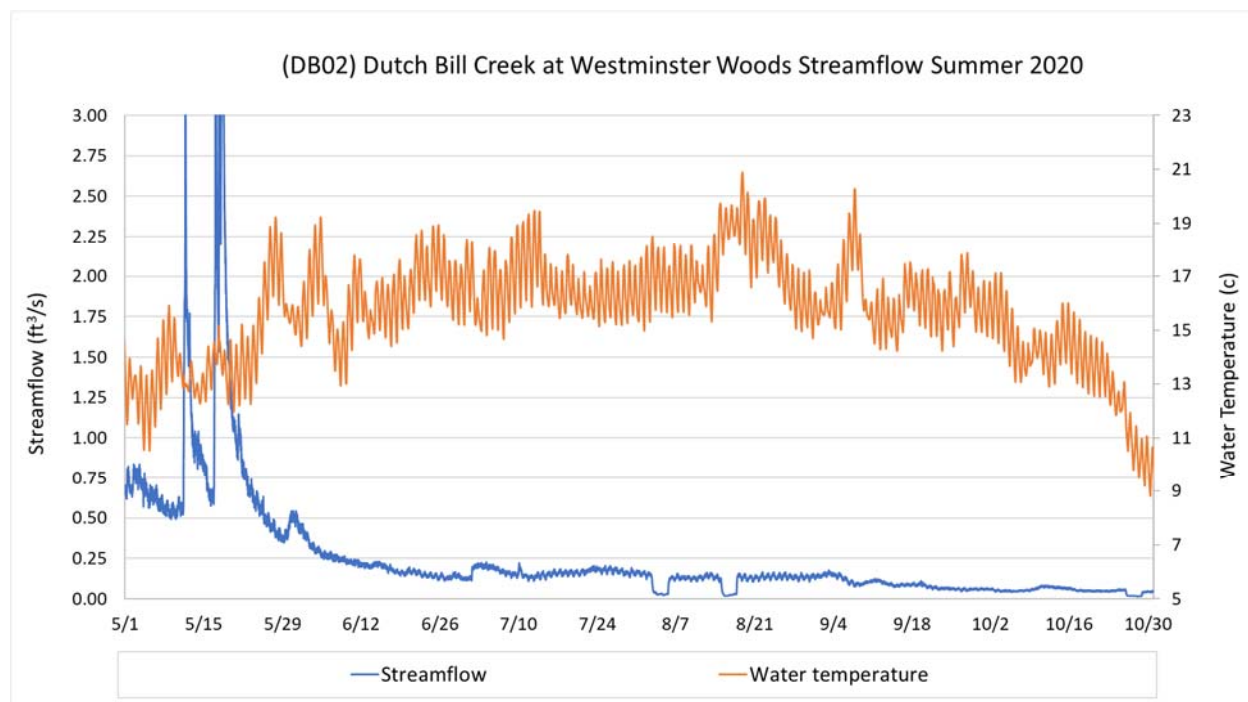


Figure 3. Water temperature plotted with streamflow conditions at TU's DB02 gage, summer 2020.

III. Dutch Bill Creek fish and habitat monitoring

Fish and habitat monitoring conducted by California Sea Grant and Sonoma Water in Dutch Bill Creek over the summer of 2020 consisted of snorkeling surveys to count juvenile salmon and steelhead, and late-summer wet/dry mapping to document the extent of wet stream habitat available to fish over the dry season.

Snorkeling surveys

In the summer of 2020, California Sea Grant and Sonoma Water conducted two snorkeling surveys in Dutch Bill Creek. Biologists snorkeled every second pool from the confluence with the Russian River to the upstream end of anadromy near the wastewater treatment facility, and counted juvenile salmonids by species and life stage using methods outlined in CSG's *Coho Salmon and Steelhead Monitoring Report: Summer 2019* (<https://bit.ly/Summer2019MonitoringReport>).

The early-summer snorkeling survey occurred on June 29-30 to document relative abundance and spatial distribution of coho salmon and steelhead young-of-the-year (yoy). A total of 991 coho salmon yoy were counted in the 133 pools snorkeled (Table 1). The highest densities of coho were seen in the upper reach of the stream (Figure 4). Because only 50% of pools were sampled, observed counts were doubled, or 'expanded', to generate an estimated abundance of 1,982 coho salmon yoy in Dutch Bill Creek. A total of 851 steelhead yoy were counted, for an expanded estimate of 1,702 (Table 1). The highest densities of steelhead were observed in the lower reach of stream (Figure 5).

The late-summer snorkeling survey occurred on September 2-3. While the methods were the same, this survey was conducted in concert with California Sea Grant and Sonoma Water's electrofishing effort for the Coastal Monitoring Program (CMP), which is focused on applying PIT tags in juvenile steelhead to enable an estimate of outmigrating smolts and track the movement of tagged fish throughout their life

Dutch Bill Creek 2020 Flow Release Summary Report

cycle. Only 71 pools were snorkeled, since many had dried by that time. A total of 670 coho yoy and 140 steelhead yoy were observed (Table 1). These observed counts were not used to generate expanded counts but will be considered in relation to the electrofishing data to generate annual, stream-scale estimates of juvenile steelhead for CMP purposes.

Table 1. Observed and expanded counts of coho salmon and steelhead young-of-the-year in Dutch Bill Creek during summer 2020 snorkeling surveys. The observed counts from the September survey were not used to generate expanded counts.

Survey dates	Number of pools snorkeled	Observed count coho yoy	Expanded count ¹ coho yoy	Observed count steelhead yoy	Expanded count ¹ steelhead yoy
6/29-30	133	991	1,982	851	1,702
9/2-3	71	670	NA	140	NA

¹ Expanded count is the observed count multiplied by a factor of two to account for every second pool being sampled.

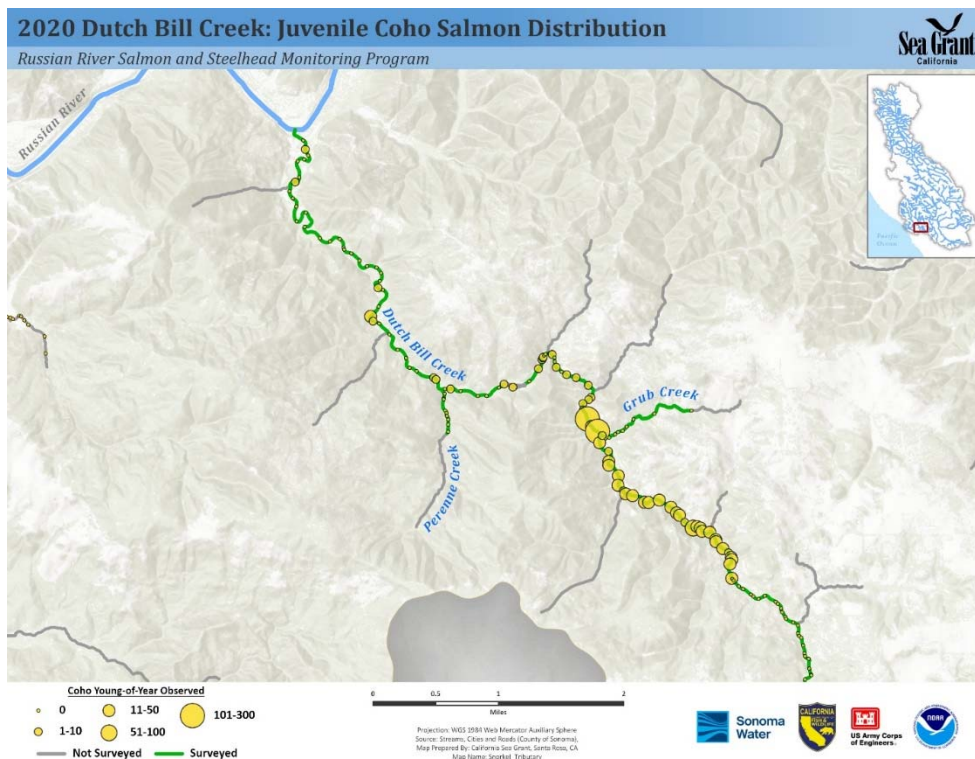


Figure 4. Density and distribution of coho salmon yoy observed in Dutch Bill Creek on June 29-30, 2020. The smallest circle indicates no coho observations in the associated pool.

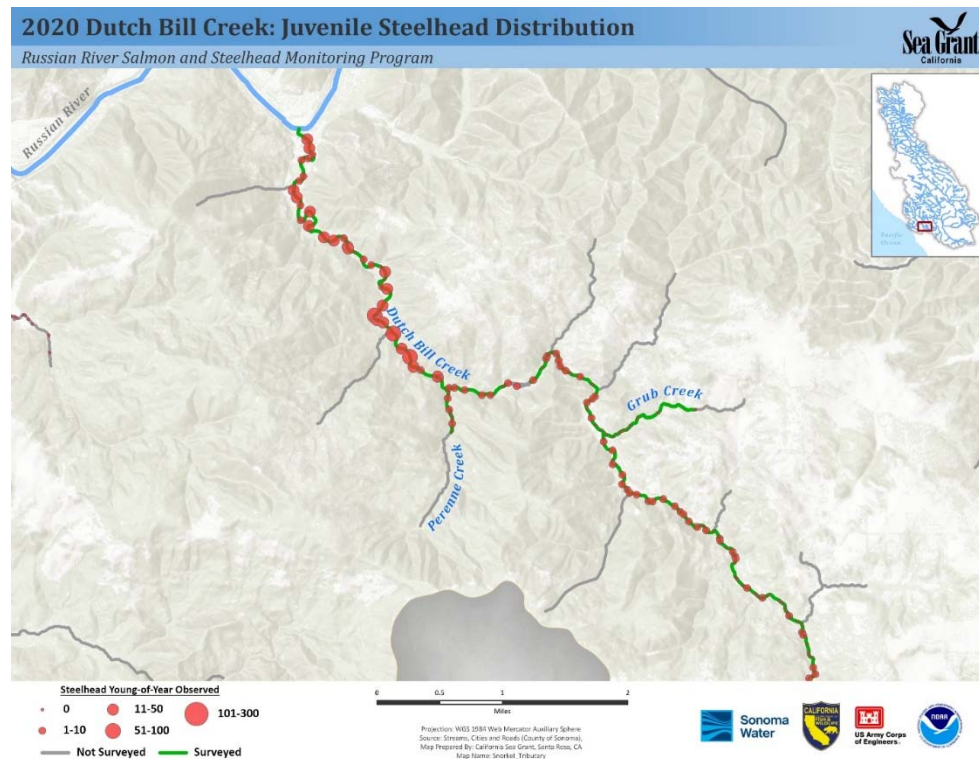


Figure 5. Density and distribution of steelhead yoy observed in Dutch Bill Creek on June 29-30, 2020. The smallest circle indicates no steelhead observations in the associated pool.

Wet/dry stream mapping

Between September 3-8, 2020, California Sea Grant and Sonoma Water conducted a wet/dry mapping survey in the anadromous reaches of Dutch Bill Creek to document wetted habitat available to rearing fish during the driest point in the summer season. Following a protocol developed for Russian River tributaries (<https://bit.ly/WettedHabitatProtocol>), surveyors used a field tablet and GPS receiver to record each stream section (“line”) along the entire channel as wet or dry. Once back at the office, these lines were run through a geospatial tool in ArcGIS and the condition of “intermittent” was assigned to sections of stream with alternating short lengths (<50 feet) of wet and dry lines. The total length of dry, intermittent, and wet stream channel were then summarized as a proportion of total channel length surveyed.

During the September survey, the vast majority of Dutch Bill Creek below the confluence with Perenne Creek (above the Bohemian Highway bridge crossing near Tyrone Road) was dry (Figure 6). The channel upstream of the town of Camp Meeker was also predominantly dry or intermittent, but the middle reach between those points was mostly wet and connected by continuous surface flow. In total, 33% of the stream channel was dry, 6% was intermittent, and 61% was wet (Table 2, Figure 7). This is notable, since 2020 was a severe drought year and nearby streams exhibited late-season wetted habitat conditions comparable to, or even drier than, those observed during the peak of the recent severe drought in 2014 and 2015 (Figure 8). By contrast to the other streams (Green Valley, Porter, and Willow creeks), the total late-summer proportion of stream channel that remained wet in Dutch Bill Creek in 2020 was 23% greater than in the driest year of 2014 and equal to that of 2017 (Table 2), which was a wetter-than-average water year.

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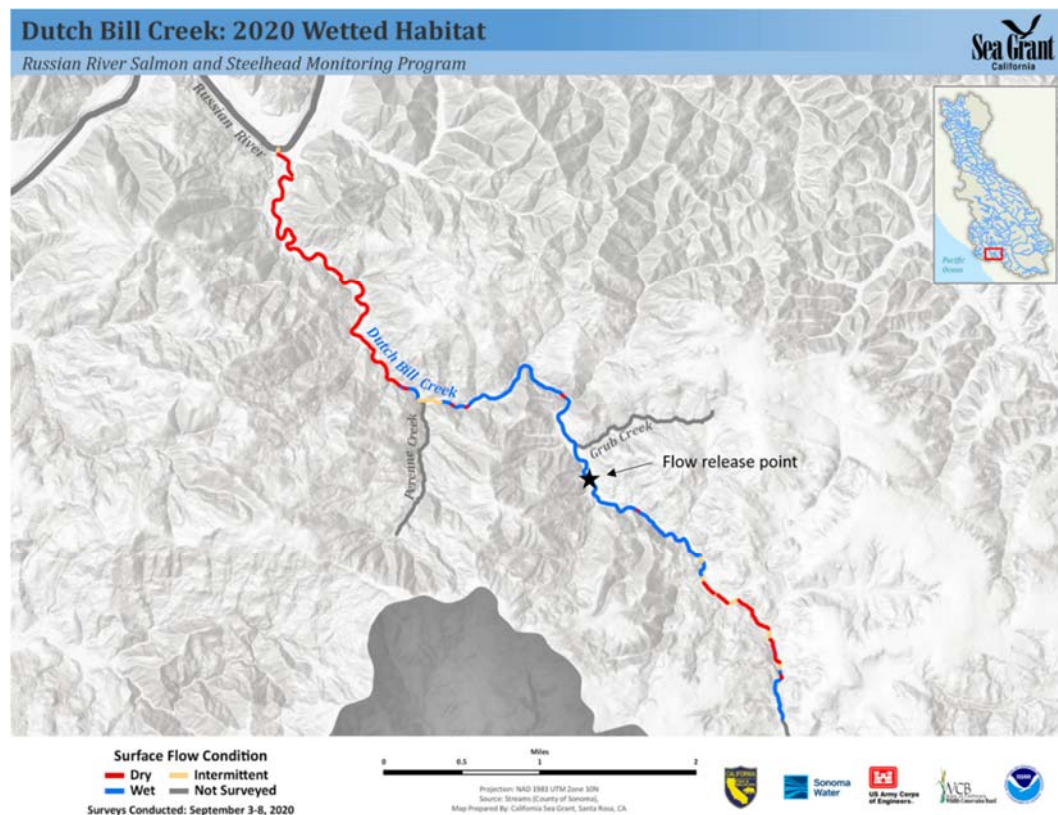


Figure 6. Wetted habitat conditions in Dutch Bill Creek, September 3-8, 2020.

Table 2. Proportional late-summer wetted habitat conditions by stream length surveyed in Dutch Bill Creek, 2014-2020. Note that total stream length surveyed may have varied by year.

Year	Dry	Intermittent	Wet
2014	48%	14%	38%
2015	46%	11%	43%
2016	32%	9%	59%
2017	20%	19%	61%
2018	35%	10%	55%
2019	22%	14%	64%
2020	33%	6%	61%

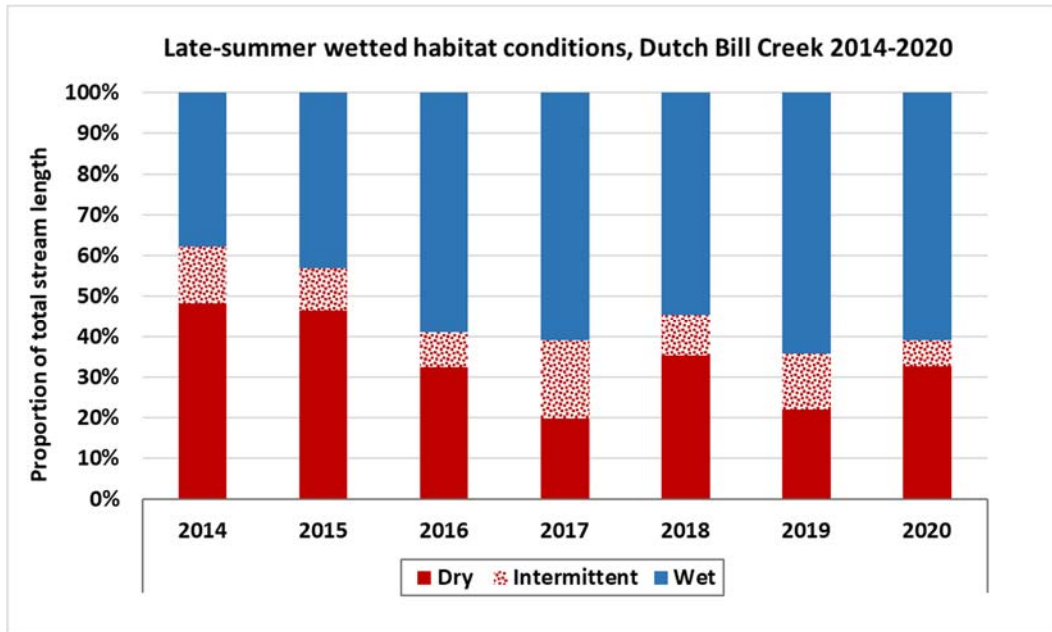


Figure 7. Proportional late-summer wetted habitat conditions by stream length surveyed in Dutch Bill Creek, 2014-2020. Note that total stream length surveyed may have varied by year.

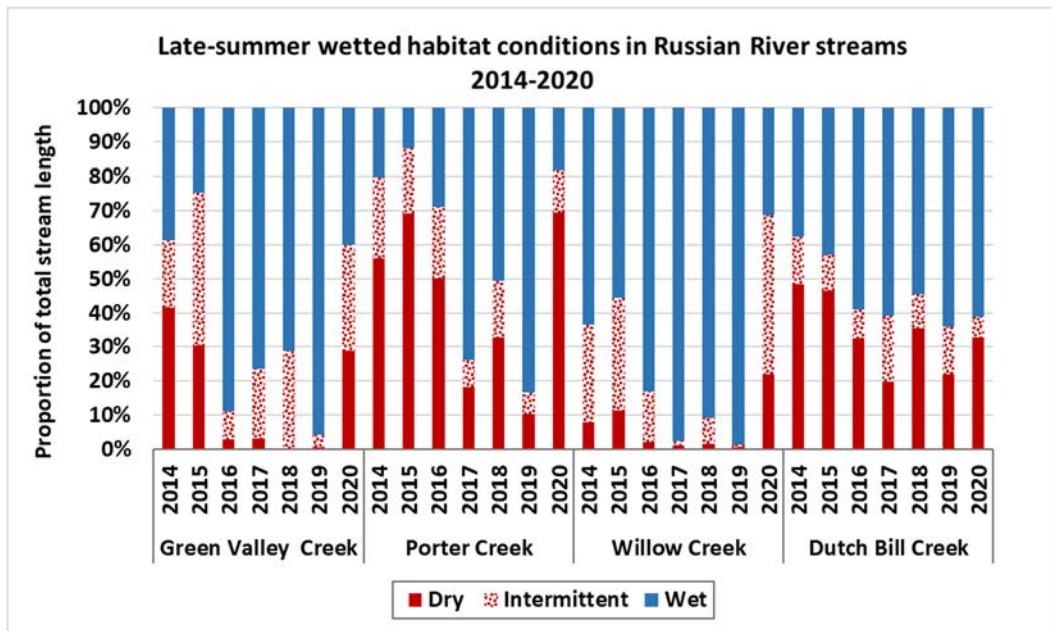


Figure 8. Proportional late-summer wetted habitat conditions by stream length surveyed in Green Valley, Porter, Willow, and Dutch Bill creeks, 2014-2020. Note that total stream length surveyed may have varied by year. Also, note that flow releases may have affected total available wetted habitat in Green Valley Creek in the summers of 2017-2019, in Porter Creek in the summers of 2017-2020, and in Dutch Bill Creek in the summers of 2018-2020.

Fish distribution in relation to wetted habitat

Salmonid yoy distribution data from the June 2020 snorkeling survey was overlaid with the wetted habitat map from the September survey to determine where rearing juvenile salmon and steelhead were potentially impacted by stream drying in Dutch Bill Creek (Figure 9). The data from the overlay maps were then summarized to determine the proportion of juvenile fish that were observed in locations that went dry, became intermittent, or remained wet (Figure 10).

While it is possible that fish observed in early-summer snorkeling surveys may have had the opportunity to move to other locations within the stream, it appears unlikely based on California Sea Grant's long-term monitoring data and common observations of fish stranding in previous years. Therefore, mortality is presumed likely for fish observed in a pool that is later recorded as dry. Mortality is also presumed for fish in locations that became intermittent early in the summer season, due to the observed negative relationship between the number of days of pool disconnection and the probability of juvenile salmon survival (Obedzinski et al. 2018). In locations that retained surface flow connectivity, rates of oversummer survival are likely dependent on water quality conditions, competition, and predation. Furthermore, surviving is not equivalent to thriving, and fish rearing in suboptimal habitat conditions related to low streamflow may struggle to achieve adequate growth and conditioning needed for success later in life.

In 2020, 37% of all salmonid yoy in Dutch Bill Creek were observed in locations that later dried, 2% in locations that became intermittent, and 61% in locations that remained wet through the summer season (Figure 10). These values are very similar to the proportions of total stream length classified as dry, intermittent, or wet during the September survey (Table 2), indicating that salmonid rearing was fairly evenly distributed throughout the stream, overall (Figure 9). Because the vast majority of the coho salmon yoy observed during snorkeling surveys were occupying the habitat that remained wet in the upper reach of Dutch Bill Creek (Figure 4), they fared very well in terms of having sufficient wetted habitat available for rearing in the summer of 2020. Just 3% were observed in locations that later dried, <1% in locations that became intermittent, and 96% in locations that remained wet through the summer season (Figure 10). By contrast, the highest densities of steelhead yoy were observed in the lower reach of Dutch Bill Creek, where extensive drying occurred (Figure 5). Thus, steelhead were far more negatively impacted by insufficient summer streamflow, with 77% observed in locations that later dried, 3% in locations that became intermittent, and just 20% in locations that remained wet through the summer season (Figure 10).

These calculations were generated for Dutch Bill Creek for the summers of 2014-2020 (Figure 11). The total number and distribution of juvenile fish observed in Dutch Bill Creek each summer varies by year, depending on spawning activity and distribution, so it is important to understand that a multiyear comparison of the proportion of salmonid yoy in relation to late-summer habitat condition is not necessarily a direct reflection of the extent of stream drying (as can be seen by a comparison of Figure 7 and Figure 11). Nonetheless, this exercise offers insight into potential rearing success by year. The total proportion of coho salmon and steelhead yoy observed in areas of Dutch Bill Creek that remained wet through the dry season in 2020 (61%) was below the 2014-2019 average of 71%, likely due to the relatively high density of steelhead rearing in the driest lower reach); however, it was 40% higher than in the driest year of 2014 (Figure 11).

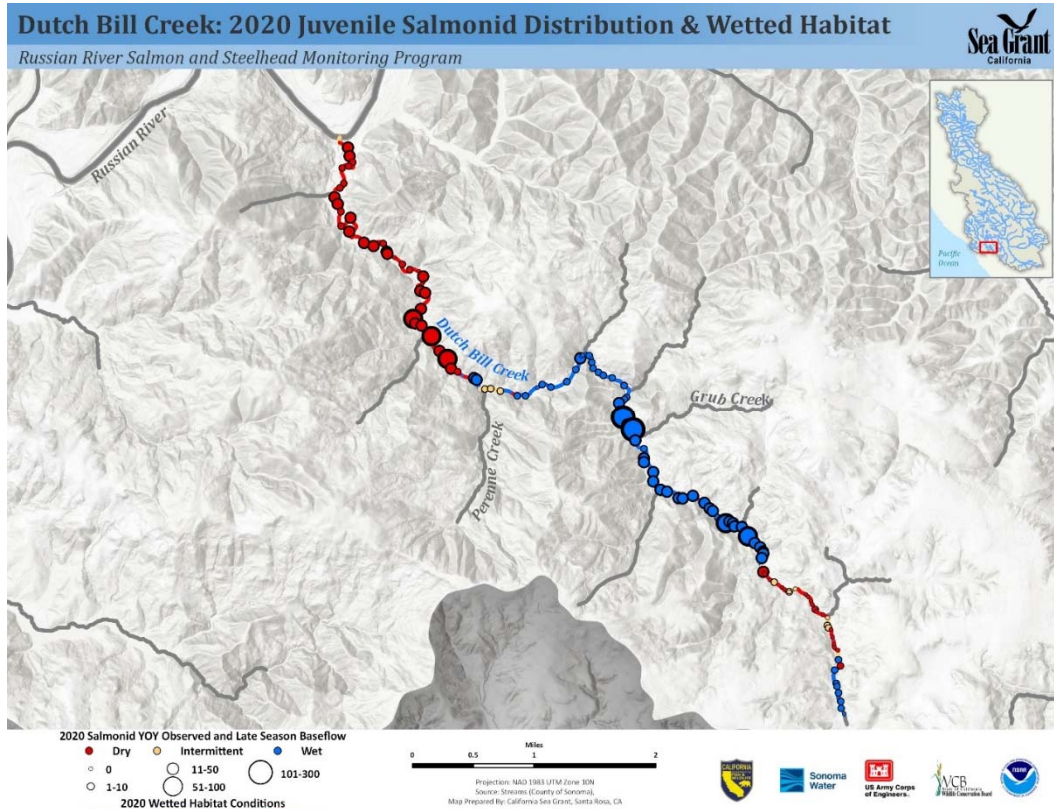


Figure 9. Early-summer (June 29-30) salmonid young-of-year distribution in Dutch Bill Creek in relation to late-summer (September 3-8) wetted habitat conditions, 2020.

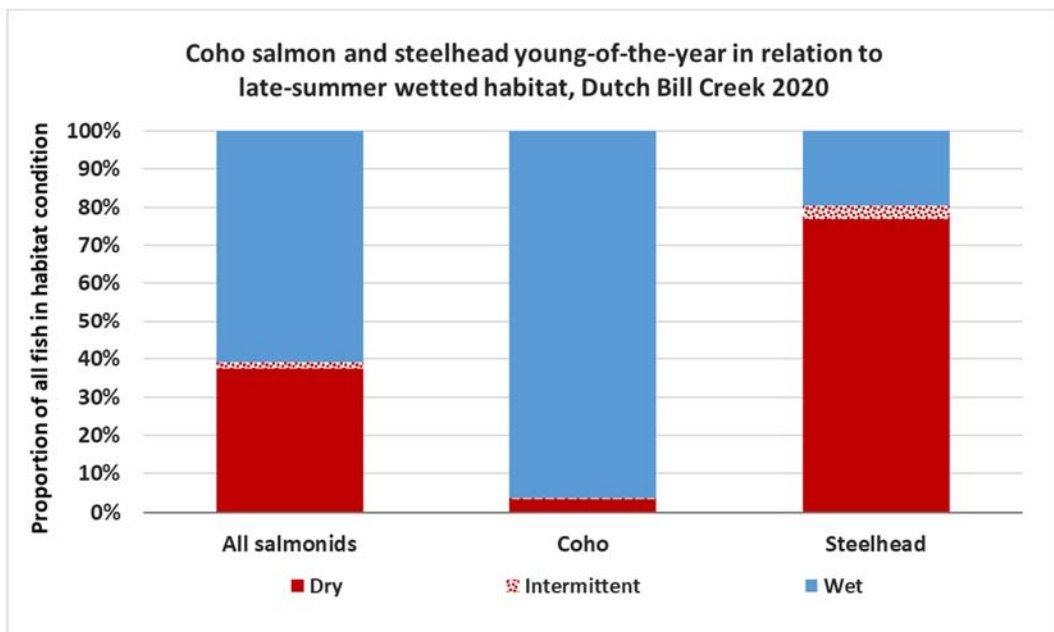


Figure 10. Early-summer (June 29-30) salmonid young-of-year distribution in Dutch Bill Creek in relation to late-summer (September 3-8) wetted habitat conditions, 2020.

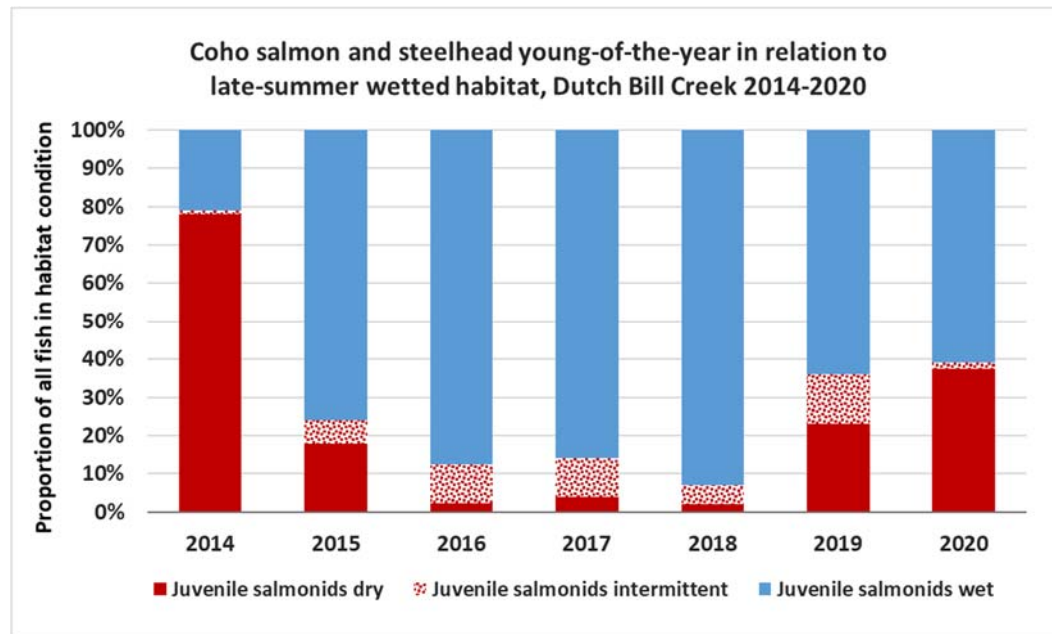


Figure 11. Early-summer juvenile salmonid young-of-the-year distribution in relation to late-summer wetted habitat conditions in Dutch Bill Creek, 2014-2020. Note that the total number and distribution of salmonid yoy varies by year.

Conclusion

California Sea Grant was not able to conduct intensive fish survival monitoring or release effectiveness evaluation in the summer of 2020, but worked in collaboration with Sonoma Water to document the relative abundance and distribution of salmonid yoy and the wetted habitat available to them in Dutch Bill Creek over the dry season. An evaluation of multiyear patterns of stream drying in relation to water year type and patterns observed in nearby stream systems indicates that flow from the CMRPD 2020 release markedly increased the overall amount of late-summer wetted habitat that would have been available to rearing fish in Dutch Bill Creek under natural conditions, and reduced the proportion of juvenile salmonids impacted by stream drying. While proportional late-summer wetted habitat in three reference streams in 2020 was similar to, or lower than, that observed during the severe drought conditions of 2014, in Dutch Bill Creek it was equivalent to that observed in 2017, which was an above-average water year.

The augmentation resulted in higher oversummer streamflow, which has been correlated with improved water quality conditions and greater pool connectivity (California Sea Grant 2020). Reducing the number of days that pools are disconnected has been shown to increase the probability of juvenile coho salmon survival in Dutch Bill Creek and nearby streams (Obedzinski et al. 2018). Thus, we can conclude that this flow augmentation increased the probability of juvenile salmonid survival in Dutch Bill Creek. In particular, we surmise that this release yielded direct benefits to rearing coho salmon in the reach below the release point, where the greatest densities of coho were concentrated. In past monitoring efforts, we have documented that the release water contributed to increased wetted volume and surface flow connectivity approximately three kilometers downstream, below the confluence with Perenne Creek (California Sea Grant 2020), and we presume that the benefit to instream habitat extended at least that far downstream in 2020, if not farther due to the early onset of the release as compared with previous years. We believe that the early onset and the resulting extended duration of the release was essential


for maximizing the beneficial impacts associated with it, and was critical for supporting fish prior to the stream drying, disconnection, and deteriorating conditions that likely would have otherwise occurred in parts of upper Dutch Bill Creek. We recommend that the CMRPD flow release continue to be used as a valuable tool to support oversummer success of endangered coho salmon and threatened steelhead in Dutch Bill Creek, and that it be initiated early in the summer season, whenever possible.

References

- California Sea Grant. 2020. Flow and survival studies to support endangered coho recovery in flow-impaired tributaries to the Russian River: Final Report for Wildlife Conservation Board Grant WC-1663CR. Windsor, CA.
- Obedzinski, M., S. Nossaman Pierce, G. E. Horton, and M. J. Deitch. 2018. Effects of flow-related variables on oversummer survival of juvenile coho salmon in intermittent streams. *Transactions of the American Fisheries Society* 147(3):588-605.


Attachment 1. CMRPD TUCP Monitoring Summary - through December 2020

Dutchbill Creek Discharge Flow Monitoring 2020														TUCP REPORT INFORMATION									
Date/Time	Operator	Monte Rio Well			Dutchbill Discharge Meter				Temp & Dissolved Oxygen (tempC/Mg/L) "A"				Notes	"B"			"C"				"D"		
		Meter reading gallions	Production since last read	Production Gal/day	Meter reading gallions	Production since last read	(Release into DBC) Production Gal/day "B"	Average GPM "B"	Entry	At Creek Entry	Upstream	Downstream		Average Daily Release Rate in CFS	(B2) Weekly Release Volume in CF (Gal/7.48)	Monthly Release Volume in CF	Total Average daily rate of water diverted in CFS (CMRP- OCSD)+(B2C/1440/60/7.48)	CMRP usage for math purposes in gal	ocsd for math in gal	Weekly Volume(Acre Feet) Diverted to CMRP for Consumptive Purposes(CMRP- OCSD/325.851)		Weekly Volume(Acre Feet) Diverted for Non-consumptive Purposes("B2"/43.56 0)	Weekly Volume(Acre- Feet) of water delivered for municipal purposes to CMRP under 21198 (Consumptive=Munic pal)
7/1/2020	GP & JL	61,528,380.00	115,580	47,417	25894800	0	0	0	6.89/22.2"	6.86/21.6"	8.72/17.9"	8.35/18.3"	start creek discharge 7-1-2020 2:00pm @ 35 gpm				0.14						
7/7/2020	JL	61,943,240.00	414,860	67,932	26,175,900	281,100	46,030	31.96	7.81/19.8"	8.78/17.8"	9.77/16.5"	8.85/18.1"		0.071	7/1-7/7 37577.60cf		0.14	414,860	143,402	0.83	0.86	0.83	
7/9/2020	GP	62,085,800.00	142,560	97,942	26,266,400	90,500	62,176	43.18	5.60/18.9"	5.91/19.0"	4.88/16.4"	5.55/17.6"	Truck hit fire hydrant 9am Bohemian Hwy & Morelli lane. No Chlorine in creek @ fish release site. Creek is muddy @ crash site from water from hydrant.	0.096			0.2	142,560	43,514				
7/15/2020	JL	62,543,934.00	458,134	72,053	26,542,900	276,500	43,486	30.2	8.08/18.8"	7.96/18.7"	7.86/16.0	8.10/16.5		0.067	7/7-7/15 49,060.76cf		0.14	458,134	171,862	1.76	1.126	1.76	
7/20/2020	JL	62,871,568.00	327,634	65,228	26,779,500	236,600	47,104	32.71	8.42/17.3"	8.46/17.4"	8.40/15.3"	8.63/15.8"		0.073	7/15-7/20 31,628.81cf		0.14	327,634	115,429	0.65	0.726	0.65	
7/24/2020	GP	63,112,524.00	240,956	59,577	26,970,100	190,600	47,126	32.73	4.10/18.8"	5.11/18.7"	4.75/15.2"	5.84/16.6"		0.073			0.13	240,956	91,486				
7/27/2020	JL	63,322,019.00	209,495	65,212	27,120,700	150,600	46,879	32.56	7.88/18.8"	8.13/18.7"	7.97/15.4"	8.43/16.7"		0.073	7/20-7/27 45611.80cf	163878.99 cf	0.14	209,495	76,887	1.31	1.047	1.31	
8/2/2020	JL	63,607,750.00	285,731	47,838	27,401,800	281,100	47,062	32.68					Shut flow off @ 8/2/2020 2:00pm due to Scada Failure to refill tanks faster.	0.073			0.11	285,731	158,510				
8/5/2020	JL	63,912,873.00	305,123	109,598	27,401,800	0	0	0	8.33/18.1"	8.41/17.9"	7.29/15.7"	7.67/15.9"	resume flow	0	8/2-8/5 0.0		0.13	305,123	77,943	0.69	0	0.69	
8/10/2020	RS	64,274,410.00	361,537	70,640	27,641,600	239,800	46,854	32.54	8.26/18.3"	8.40/18.3"	8.53/16.0	7.89/16.4		0.072	8/5-8/10 32,056.59cf		0.14	361,537	147,638	0.66	0.735	0.66	
8/14/2020	JL	64,562,264.00	287,854	73,209	27,826,900	185,300	47,127	32.73						0.073			0.14	287,854	119,969				
8/17/2020	RS	64,805,725.00	243,461	95,293	27,865,000	38,100	14,913	10.36	5.2/21.3	6.88/20.7	3.63/19.1	5.38/19.5	Found flow hydro locked, burped system and re established proper flow rate	0.023	8/10-8/17 29,864.23cf		0.1	243,461	108,954	0.92	0.685	0.92	
8/20/2020	JL	65,033,452.00	227,727	66,021	28,021,864	156,864	45,477	31.58						0.07			0.14	227,727	80,404				
8/24/2020	GS	65,290,666.00	257,214	72,440	28,215,200	193,336	54,450	37.81	8.16/19.5"	6.91/19.1"	5.03/17.6"	7.33/18.6"		0.084	8/17-8/24 46,814.93cf		0.15	257,214	96,897	1.25	1.074	1.25	
8/31/2020	GS	65,737,871.00	447,205	63,886	28,572,600	357,400	51,057	35.46	8.4/17.3	8.45/17.2	6.94/14.5	7.92/15.9		0.079	8/24-8/31 47,777.43cf	156513.19 cf	0.14	447,205	182,383	0.81	1.096	0.81	
9/8/2020	GS	66,308,345.30	570,474	71,309	28,993,500	420,900	52,613	36.54	8.21/18.6	8.16/18.5	6.93/18.1	7.66/18.4		0.081	8/31-9/8 56,270.05cf		0.15	570,474	228,443	1.05	1.291	1.05	
9/14/2020	GS	66,690,126.80	381,782	63,630	29,292,600	299,100	49,850	34.62	8.69/16.5	8.71/16.6	7.65/14.7	8.14/15.6		0.077	9/8-9/14 39,983.85cf		0.14	381,782	154,882	0.69	0.917	0.69	
9/21/2020	JL	67,138,870.00	448,743	64,106	29,653,800	361,200	51,600	35.83	8.53/16.8"	8.30/16.6	7.32/14.8	7.98/15.8		0.08	9/14-9/21 48,285.41cf		0.14	448,743	191,090	0.79	1.108	0.79	
9/28/2020	JL	67,618,453.00	479,583	68,512	30,009,700	355,900	50,843	35.31	8.7/16.4	8.61/16.3	6.24/15.8	7.61/15.9		0.079	9/21-9/28 47,576.90cf	192112.32 cf	0.14	479,583	193,823	0.86	1.092	0.86	
10/5/2020	GS	68,100,146.00	481,693	68,813	30,370,700	361,000	51,571	35.81	8.99/15.9	8.79/15.8	7.26/13.2	8.31/14.6		0.08	9/28-10/5 48,262.03cf		0.14	481,693	210,643	0.83	1.107	0.83	
10/12/2020	RS	68,555,880.00	455,734	59,916	30,741,200	370,500	48,710	33.83	8.72/16.3	8.67/16.0	7.13/14.6	8.16/15.3		0.075	10/5-10/12 49,532.08cf		0.13	455,734	196,128	0.79	0.999	0.79	
10/14/2020	JL	68,695,558.00	139,678	100,217	30,845,100	103,900	74,547	51.77	8.58/17.8	8.65/17.3	8.3/16.5	8.45/16.9		0.115			0.19	139,678	73,318				
10/19/2020	RS	69,048,804.00	353,246	64,210	31,095,100	250,000	45,443	31.56	5.03/16.4	7.23/16.4	6.53/13.9	7.66/15.1		0.07	10/12-10/19 47,312.83cf		0.13	353,246	150,605	0.68	1.086	0.68	
10/28/2020	RS	69,605,171.00	556,367	61,355	31,423,300	328,200	36,193	25.13					flow off 8/26-8/28 due to PSPS, resume flow 10/28	0.056	10/19-10/28 43,877.00cf	188,983.95 cf	0.11	556,367	254,197	0.92	1.007	0.92	
11/2/2020	JL	69,938,780.00	333,609	75,297	31,671,900	248,600	56,110	38.97	9.44/13.5	9.36/13.5	9.45/9.9	9.34/12.1		0.087	10/28-11/2 33,235.29cf		0.15	333,609	141,015	0.59	0.762	0.59	
11/9/2020	GS	70,381,563.00	442,783	63,255	32,031,100	359,200	51,314	35.63	9.57/12.7	9.56/12.7	9.96/6.8	9.67/10.4		0.079	11/2-11/9 48,021.39cf		0.14	442,783	180,666	0.8	1.102	0.8	
11/13/2020	GS	70,619,365.90	237,803	59,451	32,031,100	0	0	0					Missed meter read	0			0.04	237,803	146,793	0.27		0.27	
11/16/2020	JL	70,765,583.00	146,217	48,739	32,392,400	361,300	120,433	83.63	9.42/12.9"	9.49/12.9"	9.32/9.4"	9.64/10.6"		0.186	11/9-11/16 48,302.13cf		0.23	146,217	54,087	0.28	1.108	0.28	
11/23/2020	JL	71,102,339.00	336,756	48,108	32,750,400	358,000	51,143	35.52	9.59/12.2"	9.67/10.2"	10.12/8.2"	10.16/9.6"		0.079	11/16-11/23 47,860.96cf		0.12	336,756	153,295	0.56	1.098	0.56	
11/25/2020	GS	71,187,918.40	85,579	42,790	32,750,400	0	0	0					Missed meter read	0			0.04	85,579	33,049	0.16		0.16	
11/30/2020	GS	71,441,594.00	253,676	50,735	33,105,600	355,200	71,040	49.33	9.86/11.2	10.23/7	10.98/5	10.78/6.7		0.11	11/23-11/30 47,486.63cf	224,906.41 cf	0.15	253,676	108,939	0.44	1.09	0.44	
12/7/2020	GS	71,796,885.00	355,291	50,756	33,449,600	344,000	49,143	34.13	9.85/10.9"	9.90/10.8"	10.44/6.3"	10.25/7.0"		0.076	11/30-12/7 44,652.40cf		0.12	355,291	155,559	0.61	1.025	0.61	
12/14/2020	JL	72,119,593.00	322,708	46,101	33,818,600	369,000	52,714	36.61	9.79/11.2"	9.96/10.9	10.42/6.7"	10.33/7.3"		0.082	12/7-12/14 49,331.55cf		0.11	322,708	171,838	0.46	1.059	0.46	
12/17/2020	GS	72,294,079.00	174,486	58,162	33,969,700	151,100	50,367	34.98						0.078			0.14	174,486	45,769				
12/21/2020	RS	72,444,468.00	150,389	37,597	34,175,900	206,200	51,550	35.8					stop flow	0.08	12/14-12/21 47,767.37cf	137,072.19 cf	0.12	150,389	38,312	0.73	1.096	0.73	



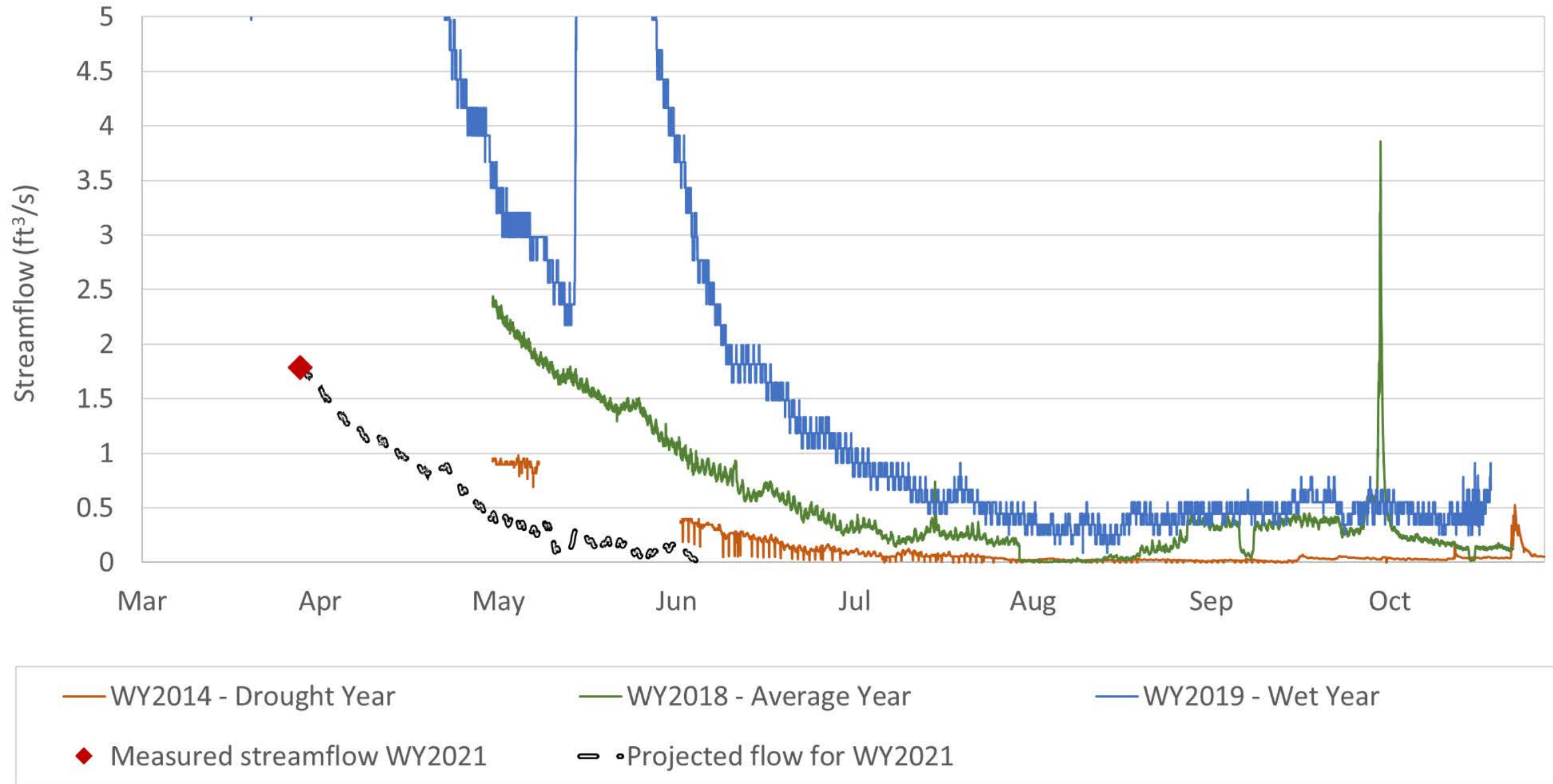
Preliminary projected drought streamflow conditions for summer 2021

Mia van Docto
Trout Unlimited
Mia.vanDocto@tu.org

The background of the slide is dark blue. In the top right corner, there are several overlapping, curved, semi-transparent lines in shades of blue and green, creating a decorative effect.

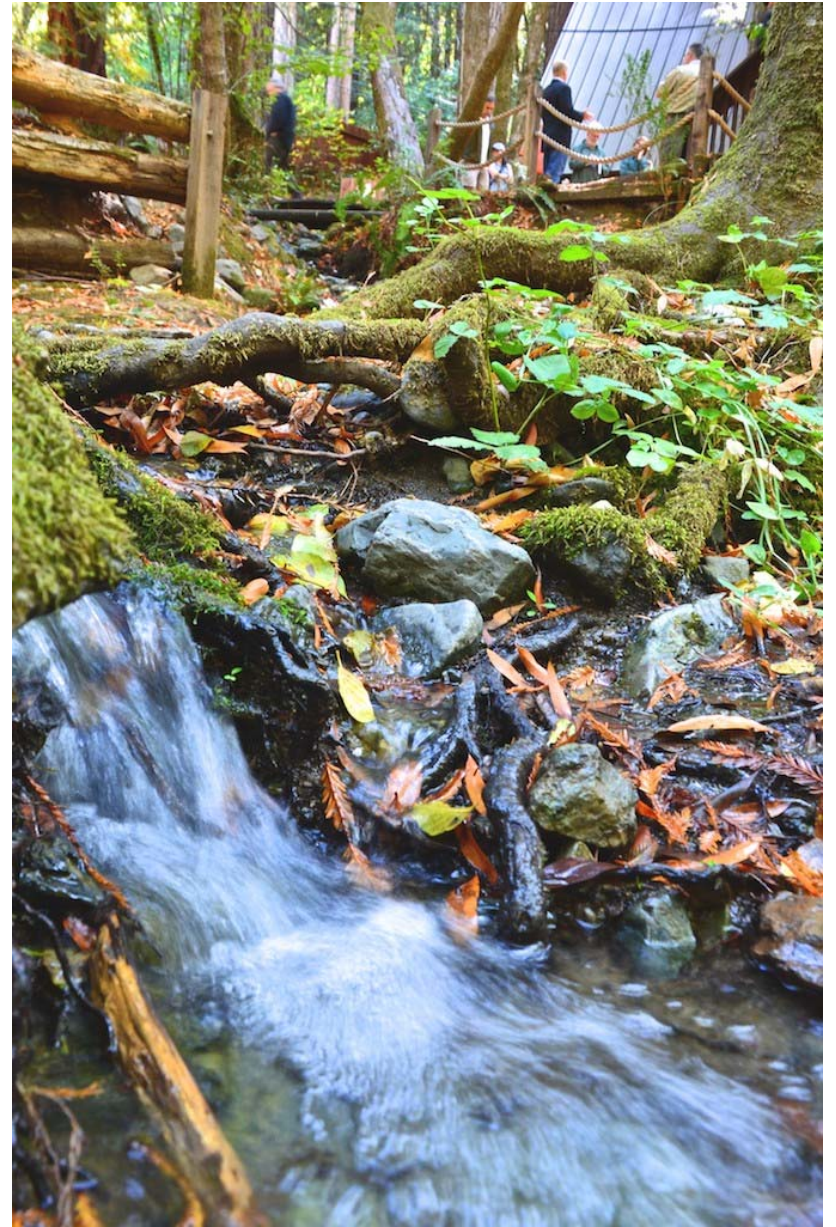
The projected streamflow conditions shown in the following hydrographs are based on collected streamflow conditions in spring 2021 and the regression of flow patterns documented at the gage sites from previous years. The data represented are estimates and are meant to help resource managers understand how dry summer 2021 may be in the coming months if the region does not receive any more rain events this year.

2021 Projected drought summer flow, compare to previous years in Dutch Bill Creek





2015 Camp Meeker Flow Release— At the release point



2015 Camp Meeker Flow Release—Water flowing into Dutch Bill Creek

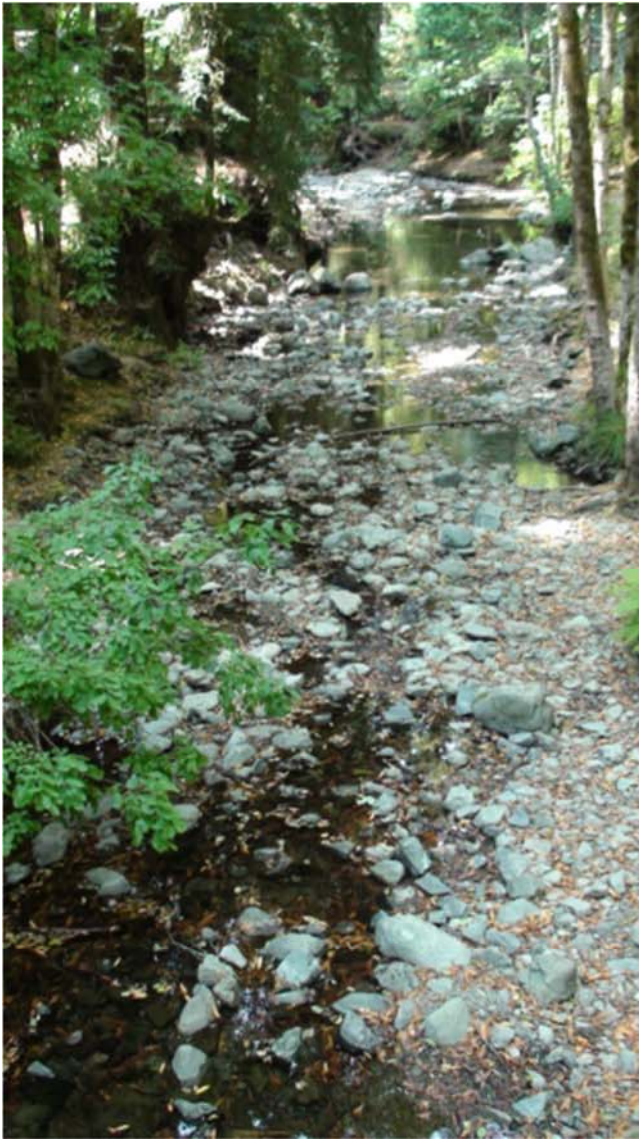


Left: Rock lined channel used to transmit release water to Dutch Bill Creek. (August 18, 2015)



Right: Same channel with test release (August 28, 2015)

Dutch Bill Creek Before 2015 Flow Release



Dutch Bill Creek After 2015 Flow Release



Point of Flow Input



Dutch Bill Creek habitat upstream of flow release location (August 18, 2015)



Dutch Bill Creek habitat downstream of the flow release location
May 12, 2011

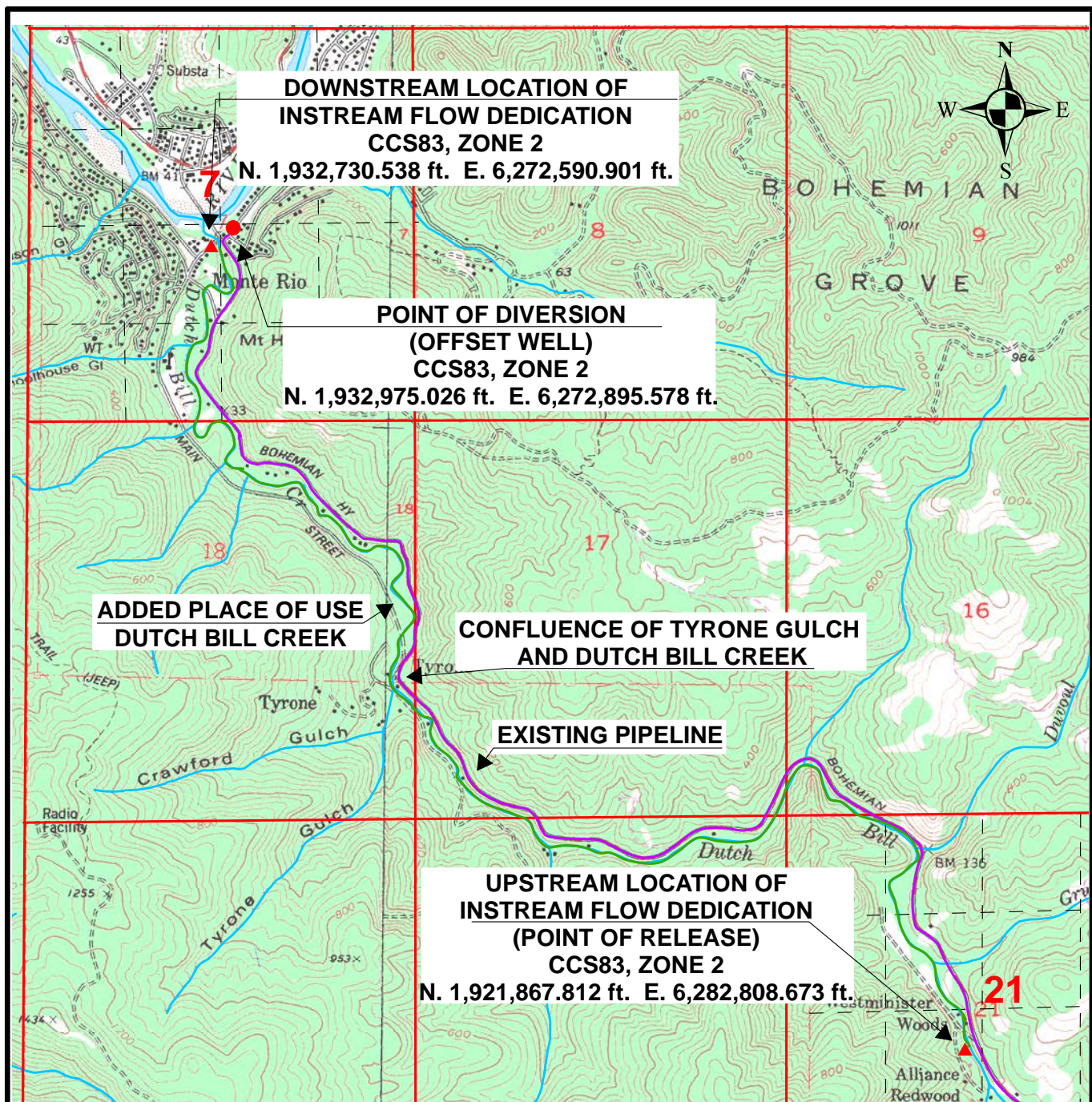


Dutch Bill Creek habitat downstream of the flow release location
May 12, 2011



Location of Camp Meeker Recreation and Park District point of diversion

January 5, 2018



OWNER CAMP MEEKER RECREATION AND PARK DISTRICT

SOURCE (POD 1) RUSSIAN RIVER

POINT OF DIVERSION

WITHIN NW 1/4 OF SE 1/4 OF PROJECTED

SECTION 7, T7N, R10W, MDB&M

COUNTY OF SONOMA

U.S.G.S. QUAD: DUNCAN MILLS

DATE: PH. RE. 1981

SCALE: 1:25,000

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

STATE WATER RESOURCES CONTROL BOARD
DIVISION OF WATER RIGHTS

APPLICATION NO. 31055

PERMIT NO. 21198

DATE:

9-2-2015

DRAWN:

SHS

CHECKED:

Note: This map does not constitute a public land survey as defined by California Business & Professions Code section 8726. It has been prepared for descriptive purposes only.

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Sonoma

2300 County Center Dr.

Santa Rosa, CA 95403

From: (Public Agency): Camp Meeker Recreation and
Park District, 5240 Bohemian Hwy, Camp Meeker, CA
95419

(Address)

Project Title: Dutch Bill Creek Flow Augmentation - 2021

Project Applicant: Camp Meeker Recreation and Park District

Project Location - Specific:

Dutch Bill Creek from North 1,921,867.812 feet and East 6,282,808.673 feet, within the NE 1/4 of the SW 1/4 of Section 21; T07N R10W, MDB&M

Project Location - City: Camp Meeker

Project Location - County: Sonoma

Description of Nature, Purpose and Beneficiaries of Project:

This is a project to enhance instream habitat for the benefit of endangered coho salmon by releasing approximately 0.1 cfs of water from the Camp Meeker pipeline into Dutch Bill Creek. This release will be similar to releases conducted in 2015, 2016, 2018, 2019 & 2020. Partners include Gold Ridge RCD and Trout Unlimited.

Name of Public Agency Approving Project: Camp Meeker Recreation and Park District

Name of Person or Agency Carrying Out Project: Camp Meeker Recreation and Park District

Exempt Status: **(check one):**

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: CCR. tit. 14 §§ 15301, 15303, 15304, 15333

☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The proposed dedication of instream flow will temporarily improve the condition of instream habitat in Dutch Bill Creek, and would not consume any additional water above that already authorized under Permit 21198.

The project will use existing facilities plus a small temporary 2" pipe. The project will enhance fish habitat and disturb no new acreage.

Lead Agency

Contact Person: Cheryl Doran Girard

Area Code/Telephone/Extension: 707-696-2876

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



HEARTS HOME FOUNDATION

A NON-PROFIT CORPORATION

PO Box 475 Camp Meeker, CA 95419

www.hearts-home.org

Ph (702) 900-2003

April 2, 2021

Camp Meeker Board of Directors
PO Box 461
Camp Meeker, CA 95419
(707) 874-9246
admin@campmeeker.org

Re: Camp Meeker Water Bill Act # 149, 79 Mission St.

Board of Directors,

We have been impacted hard by the Coronavirus pandemic like many local residents and businesses, yet our situation is unique. As of this month, our water bill is over \$608. We do not have the funds to cover it. Due to circumstances beyond our control, we have not received any regular income since February 2020. Although we have had an excellent record of paying our bills off monthly since purchasing our Camp Meeker property in 2003, since the virus hit we have been unable to cover our bills. Still, we have maintained frequent contact with Heidi and Stephanie at the water district and have paid a small token payment every month.

We are a nonprofit homeowner. As an entity, we have been ineligible for utility assistance during the pandemic—relief which other low-income neighbors have been able to receive. Although we initiated an eviction in February (based on non-monetary breach and damages) PRIOR to the onset of the Covid-19 shutdown, the courts closed until November. The occupants held over, basically squatting the entire year of 2020 without paying any rent nor utilities. They also caused us costly damages. Additionally, they chased away our good tenants, leaving us with no rental income whatsoever. We worked hard to resolve the situation all last year, doing everything within our legal means.

Soon after the courts reopened, we finally regained possession of our property, at the very end of December. We are repairing and renovating both units with a very small budget. We are committed to restoring our property value and resuming our normal monthly income within the next 3 months, but as yet we still have no monthly income. Catching up will be a challenge, but once we do we intend employ a rigid plan to avoid similar problems in the future by attracting and accepting quality tenants, utilizing more extensive criminal background checks, drug testing, etc.

We applied and were approved for a small grant of \$5000 to help toward our financial recovery. But It is not enough to cover all our 2020 bills and damages. Although we are nearly depleted already, we intend to make a lump payment to the Meeker water district. We just don't have enough to pay all that we owe and make ends meet. Attached please see a cost breakdown of our paid, unpaid, & projected expenses so far, totaling \$20,309 including legal fees for the eviction, accounting fees, utilities, and damage expenses. Also attached is documentation accounting for the larger bills.

We would like to submit \$300 toward our water bill and ask the board to please approve a one-time forgiveness for at least the remaining half of our water bill (\$300). I would be happy to answer any further questions as needed. Thank you so much for your time, attention, and consideration.

Sincerely,

Rose Bean
Hearts Home Foundation, Vice President
(707) 861-1002
roseillus@gmail.com or heartshome@gmx.com

Cc: rruwater@sonic.net
Cc: hard copy to PO Box 461 Camp Meeker, CA 95419

ITEMIZED EXPENSES TO RECOVER FROM 2020

Unauthorized Utility Usage from 2020:

\$ 4021 Water, PG&E, Ferrellgas, Comcast (partially paid)
\$ 4021 (\$3221 paid, \$800 unpaid)

Labor & Professional Services so far:

\$ 1524 Site deodorizing, tobacco smoke neutralizing, cleaning & re-painting (paid)
\$ 1301 Kitchen Cabinets Rebuilt (paid)
\$ 900 Window Installation, Hauling, Carpentry (paid)
\$ 561 Junk Clean-up, Interior Cleaning & Repairs (paid)
\$ 350 Propane Cook Stove Repair or Replacement (unpaid)
\$ 122 Appliances, Mattresses, Junk, & Trash Disposal (paid)
\$ 500 Michelle Z. Eviction Attorney (unpaid)
\$ 1750 Richard K. Eviction Attorney (paid)
\$ 800 Pam M. CPA, Accountant (unpaid)
\$ 7808 (\$6158 paid, \$1650 unpaid)

Material Costs so far:

\$ 339 Woodstove Glass Replaced (paid)
\$ 425 Milgard, Lrg. Window Replaced (paid)
\$ 250 Honeywell HEPA Air Purifier (paid)
\$ 550 Heaters, Pump, & Doors Replaced (paid)
\$ 450 Occidental Hardware, Home Depot, Habitat Restore, Greenlynx, Recycletown, Misc. Hardware & Supplies (paid)
\$ 65 Med. Window Glass Replaced (paid)
\$ 62 Th106 Thermostat Replaced (paid)
\$ 14 Malm Fireplace, Woodstove Glass & Gasket Installed (paid)
\$ 2155 (paid)

Projected to Restore to Previous Condition:

\$ 3000 Kitchen Counters, Replumbing 2 Sinks, Finish Work (unpaid)
\$ 3000 Exterior Repairs, Pressure wash & Exterior Painting (unpaid)
\$ 325 Electrical (unpaid)
\$ 6325 (unpaid)

\$11,534 (paid since the pandemic hit, depleting our resources, with no ongoing income)
\$ 8,775 (yet to be paid, donated, forgiven, or ?)
\$20,309

Customer Detail

HEARTS HOME FDN

Account Number

149

HEARTS HOME FDN
 C/O GEORGE DUNLAP
 PO BOX 475

CAMP MEEKER CA
 95419-0475 (702)900-2003 861-1002
 Service Address: 79 MISSION

Date Turned On
 Date Turned Off
 Meter Check Date
 Rate Code 1
 Pump/Well Number 1
 Last Reading 119639
 Previous Reading 119590
 Usage 490
 # of Units 1
 E-Mail Address: heartshome@gmx.com
 A P N 075-146-002
 OLD ACCT # 7,260

Months On System 273
 Total Usage 1,193,080
 Average Usage 4,370
 Sequence Number 390
 Meter Serial Number 99828608
 Route Number 2
 Last Read Date 4/6/2021
 12 Month Average 2,879
 Last Year Average 5,080
 Previous Year Average 5,250
 Last "Paid On Time" Date 3/26/2021
 Last Late Charge Date 11/9/2016
 Number Of Late Months 79
 Next Due Date 5/1/2021
 Year To Date Charges \$150.78

Deposit Information

Deposit Amount	\$0.00	Deposit Date	
Deposit Amount 2	\$0.00	Deposit 2 Date	
0			
Usage		Charges	Read Date Reading
January	1,070	51.14	1/5/2021 119508
February	240	49.48	2/6/2021 119532
March	580	50.16	3/8/2021 119590
April	5,080	59.60	4/3/2020 116643
May	4,580	58.16	5/6/2020 117101
June	5,200	60.50	6/7/2020 117621
July	4,420	57.84	7/6/2020 118063
August	3,650	56.30	8/6/2020 118428
September	2,580	54.16	9/4/2020 118686
October	2,670	54.34	10/6/2020 118953
November	2,310	53.62	11/5/2020 119184
December	2,170	53.34	12/6/2020 119401

Certificate Number	0
Services	Current Balance
WATER	\$0.98
SERVICE CHARGE	\$49.00
Previous Charges	\$558.14
Current Balance	608.12

Last Payment 3/26/2021 \$10.00 Check Number
 Age 1 \$50.16 Age 2 \$49.48 Age 3 \$458.50

ON MONTGOMERY 3' NO OF POWER POLE. 1-8-04>1-TIME CR/LEAK: \$950.34

ROSE IS GEORGE'S TENANT. 4/8/20 SUE IS CONTACT'G CMRP B/D RE HER CRIMINAL TENANTS.
 SHE HAS NO \$\$; MAY BE 6 MOS B4 CAN PAY. COURT'S INVOLVD

MERCHANT AGREEMENT - CSDA

This Merchant Agreement ("Agreement") is by, between and among:

CAMP MEEKER RECREATION & PARK DISTRICT
P O BOX 461
CAMP MEEKER, CA 95419-0461

referred to herein as "Merchant"; Worldpay, LLC, for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter "Worldpay"); and AllPaid, Inc., a Delaware corporation having a principal place of business at 7820 Innovation Boulevard, Suite 250, Indianapolis, Indiana 46278 ("AllPaid").

WHEREAS, AllPaid provides the "AllPaid Payment Network," consisting of governments and other entities that contracted with AllPaid to accept payments made by individuals using credit cards, debit cards, prepaid debit cards, and other means of electronic payment (each, a "Payer" and collectively, "Payers") for transmission to such entities, and Merchant, in order to improve Merchant's services and enhance administration, desires to accept payments through AllPaid with such related support services as AllPaid provides; and

WHEREAS, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the "Payment Type Organizations" or "PTOs") require that Merchant enter into a contractual relationship with an entity that is a member of the PTOs and agrees to comply with PTO Rules and regulations ("PTO Rules") as they apply to credit and debit card transactions that are submitted to Worldpay by AllPaid on Merchant's behalf; and

WHEREAS, by Merchant executing this Agreement, Worldpay is made a party to this Agreement and Merchant understands that (i) Merchant has contracted with AllPaid to obtain certain processing services; (ii) AllPaid has agreed to be responsible for all or part of Merchant's obligations contained herein; and (iii) Merchant is fulfilling the PTO Rules.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Worldpay, and AllPaid agree as follows:

1. Recitals.

The above recitals are by this reference incorporated into and made a part of this Agreement.

2. Security and Compliance.

- 2.1 Merchant acknowledges and agrees that in the event Payer uses a credit, debit, or prepaid debit card, certain PTO Rules apply to Merchant's acceptance of Payers' payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry ("PCI") Security Standards Council including PCI Data Security Standards ("DSS") are also applicable to Merchant's acceptance of payments from Payers. **In lieu of directly complying with all PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint AllPaid as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and AllPaid accepts such appointment subject to any limitations in this Agreement and any attachments hereto.** If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of AllPaid and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as AllPaid may reasonably request.

- 2.2 Merchant acknowledges that any Payer personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant's official duties, and will not be used by Merchant in violation of any PTO Rules or regulations or applicable law.
- 2.3 If at any time Merchant or AllPaid believes that Payer information has been compromised as a result of a breach of the AllPaid system, Merchant or AllPaid, as the case may be, must notify the other and AllPaid shall notify Worldpay, PTOs, Payers, and any other parties AllPaid is required to notify.
- 2.4 Merchant and AllPaid each additionally agree to comply, at each party's expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties' businesses and operations.

3. AllPaid Obligations; Agency Appointment and Effect

AllPaid and Merchant agree that AllPaid will enable Payers to pay amounts owed to Merchant as follows:

- 3.1 AllPaid shall act as Merchant's authorized agent for the limited purpose of receiving payments from Payers on Merchant's behalf and Merchant expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Merchant, extinguishing the Payer's payment obligation to Merchant (in the amount paid by the Payer) as if the Payer had paid Merchant directly, subject to any right Merchant has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Merchant for Payer funds if AllPaid fails to remit funds to Merchant from Payers using AllPaid's services.
- 3.2 AllPaid shall obtain on Merchant's behalf authorization to process a charge to the Payer's credit card account, debit such Payer's debit card account, or take such other actions as may be required by Payer's financial services provider for purposes of funding payment(s) by such Payer to Merchant. Such charges or debits shall be subject to acceptance by Payer's financial services provider, PTO Rules, and any other applicable industry rules, laws, or regulations.
- 3.3 AllPaid shall act on Merchant's behalf in applying the service fees listed on Attachment "A" to this Agreement. Payer shall pay all service fees unless Merchant advises AllPaid Merchant intends to absorb all or any part of the service fees in the manner provided in this Agreement. For any service fees Merchant elects to absorb, Merchant shall follow the payment procedures described in Attachment "B" to this Agreement. Merchant hereby authorizes AllPaid to net and retain as AllPaid's sole compensation service fees paid by Payers in addition to the payment amounts. AllPaid may modify Payer fees at its sole option, providing Merchant with 30 days' notice of such modification and a revised attachment reflecting modified fees prior to activating the new fee structure. Service fees are non-refundable.
- 3.4 AllPaid shall transmit payment transactions on Merchant's behalf to Worldpay for further processing and shall further direct Worldpay to transfer Merchant's portion of all settling funds received from PTOs to Merchant in accordance with then-standard AllPaid practices. AllPaid shall establish unique payment codes on its system for the routing of Payer funds to Merchant. Such codes shall be available to Payers through Merchant or by accessing AllPaid's services.
- 3.5 AllPaid will maintain proper security and responsibility for Payer information while it is in AllPaid's possession, all at AllPaid's sole cost in accordance with applicable PCI DSS requirements, rules, laws, or regulations.
- 3.6 AllPaid shall be responsible for all chargebacks for payments made by card initiated not more than 180 days after the transaction. When a cardholder initiates a chargeback within 180 days of a transaction, it automatically results in a provisional credit to the cardholder from an AllPaid account. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Merchant to provide reasonable assistance in any challenge AllPaid makes to the chargeback. AllPaid reserves the right

to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

- 3.7 AllPaid reserves the right to charge Merchant for services or equipment beyond the scope of this Agreement, such as custom software development, non-AllPaid standard peripheral devices, and other services and support as the parties may agree upon from time to time.
- 3.8 AllPaid shall provide administrative support to Payers and to Merchant through a toll-free telephone help line and the Internet.
- 3.9 AllPaid shall provide Merchant with participation procedures that Merchant must follow in using AllPaid's payment services. In addition, AllPaid will provide Merchant with toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the AllPaid service to Payers, and shall train Merchant staff on how to access and use, and how to assist Payers to access and use the AllPaid Payment Network.
- 3.10 AllPaid shall be responsible for all federal, state, and local taxes that may be imposed upon its services only.

4. Merchant Obligations

Merchant's continued participation in the AllPaid Payment Network is conditioned upon the following:

- 4.1 Merchant understands and agrees that its cooperation in promoting use of the AllPaid Payment Network is a significant consideration for Merchant and AllPaid entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any AllPaid training or refresher training on the use and promotion of the AllPaid Payment Network and its associated services; (ii) keep available for reference any user manuals and instructional materials AllPaid provides to Merchant; (iii) display logos, signage, literature, and other promotional and instructional materials that AllPaid provides and otherwise inform and assist Payers to use AllPaid for their payments to Merchant; and (iv) cooperate with all reasonable AllPaid requests to encourage greater use of the AllPaid Payment Network. All marketing and promotion of AllPaid services by Merchant shall conform to guidelines provided by AllPaid from time to time.
- 4.2 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable Payers to access AllPaid from Merchant locations and enable AllPaid to communicate with Merchant. Further, Merchant shall be responsible for establishing and maintaining secure access at its locations to the AllPaid administrative system, including user identification, passwords and precautions for accessing all confidential information. AllPaid shall be entitled to rely on any communications or instructions initiated with Merchant's user identification, passwords or other security and identity tokens or devices. Merchant shall designate a primary contact and a secondary contact with which AllPaid may communicate on operational, technical, and administrative issues.
- 4.3 Merchant shall raise any claimed transaction or settlement errors with AllPaid within 12 months of the date of Merchant's receipt of the AllPaid report on which the claimed error appeared and shall otherwise follow the AllPaid Payment Network participation procedures that AllPaid provides to Merchant, as such procedures may be updated from time to time. Merchant shall cooperate with AllPaid in the event of an overpayment to refund to AllPaid funds that AllPaid can demonstrate exceed Payer liabilities to Merchant.
- 4.4 Merchant shall provide AllPaid with prompt written notice of any change in the information Merchant provides to AllPaid necessary for Merchant's participation in the AllPaid Payment Network, including but not limited to any change in its bank routing and account numbers.
- 4.5 In the event Merchant receives a payment from AllPaid that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation.
- 4.6 Merchant shall not enter into any other agreement or make any other arrangement for services similar to those available through the AllPaid Payment Network for the duration of this Agreement.

5. Term and Termination

- 5.1 This Agreement shall become effective upon the date it has been executed by Merchant and AllPaid and shall continue for one year, automatically renewing for additional one-year periods. Notwithstanding the foregoing, this Agreement shall terminate if and when Worldpay ceases to provide processing services to AllPaid or if terminated earlier as provided herein.
- 5.2 Merchant may terminate this Agreement upon 30 days' written notice to AllPaid and AllPaid shall promptly inform Worldpay of such termination. If at any time Merchant wishes to terminate the services of AllPaid but continue to process transactions under this Agreement through Worldpay, Merchant shall immediately upon AllPaid's cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to AllPaid.
- 5.3 AllPaid may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date; (b) upon 30 days written notice if Merchant fails to comply with AllPaid procedures for participating in the AllPaid Payment Network (subject to Merchant's reasonable opportunity to cure); or (c) immediately if Merchant fails to comply with any other term of this Agreement.

6. AllPaid and Worldpay Representations and Warranties

Each of Worldpay and AllPaid represents and warrants as follows:

- 6.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with its terms. Each party has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 6.2 The employees, agents and subcontractors of Worldpay and AllPaid shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.
- 6.3 During the performance of this Agreement, each of Worldpay and AllPaid shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.

7. Merchant Representations and Warranties

Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms. Merchant warrants that Merchant's decisions and instructions to AllPaid with respect to Payer responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

8. Notices

All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person at or by first class U.S. Mail or by recognized courier directed to the address first stated in this Agreement, or if by facsimile, to AllPaid at (888) 665-4755 or if to Merchant to the facsimile number Merchant provides to AllPaid (in each case, with a hard copy following). Notices under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided by the recipient and sender receives a confirmation of such facsimile.

9. Disclaimers and Limitation of Liability

- 9.1 The sole purpose of this Agreement is to enable Merchant to participate in the AllPaid Payment Network. Merchant understands and agrees that AllPaid takes no responsibility that amounts AllPaid transmits in payment to Merchant will fully satisfy any obligation to Merchant, and that AllPaid does not guarantee any particular outcome or result other than the delivery of each Cardholder's payment to Merchant.

- 9.2 Other than the limited agency of AllPaid to accept payments for Merchant nothing in this Agreement establishes or creates any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.
- 9.3 AllPaid shall be liable for losses or damages to Merchant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of AllPaid.
- 9.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. AllPaid accepts no liability whatsoever for Merchant actions taken based on payment information provided by AllPaid even if such information proves to be incorrect.
- 9.5 **THIS IS A CONTRACT FOR SERVICES. ALLPAID LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT ALLPAID HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE ALLPAID PAYMENT NETWORK AND ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. ALLPAID MAKES NO WARRANTIES THAT ALLPAID SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR ALLPAID SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. WORLDPAY'S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT'S TRANSACTIONS FROM ALLPAID. WORLDPAY SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.**

10. Publicity

AllPaid shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

11. Intellectual Property

Merchant acknowledges and shall not challenge AllPaid's ownership of AllPaid trademarks, service marks, trade names, patents, copyrights, or other intellectual property ("AllPaid Intellectual Property"). Merchant agrees that any Merchant use of AllPaid Intellectual Property shall be in accordance with AllPaid instructions and subject to the control, direction and approval of AllPaid; that any rights arising out of such use shall inure solely to the benefit of AllPaid; and that Merchant shall have no ownership or other interest in AllPaid Intellectual Property.

12. Miscellaneous Terms and Conditions

- 12.1 **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. There are no third-party beneficiaries to the Contract. Notwithstanding the foregoing, the American Express terms of usage provided as Attachment "A" to this Addendum apply to transactions using cards issued by American Express.
- 12.2 **Assignment.** This Agreement may not be assigned, in whole or in part, by AllPaid or by Merchant without prior written consent of the other party, which consent shall not be unreasonably withheld.
- 12.3 **Force Majeure.** All parties are excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil

disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, or similar occurrences.

- 12.4 Governing Law. This Agreement shall be governed by the internal laws of the state in which Merchant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Merchant is located.
- 12.5 No Waiver. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.
- 12.6 Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.
- 12.7 Severability. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.
- 12.8 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.
- 12.9 Complete Agreement. This Agreement, together with its attachments is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended, or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that AllPaid may revise the terms of this Agreement if required to comply with PTO Rules, law, or regulation and AllPaid provides notice to Merchant of such change and may modify fees per Section 3.3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

**CAMP MEEKER RECREATION & PARK
DISTRICT**

By: _____

Printed Name: _____

Title: _____

Date: _____

ALLPAID, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____



ATTACHMENT “A” – SERVICE FEES AVAILABLE

ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for All Payments Via Web or Gov\$wipe®
2.25%
Premium Service Fee Schedule for Operator Assisted Payments
Add \$2.25 to the above

ATTACHMENT “B” – ADDITIONAL SERVICES

General Service Terms

Merchant is responsible for advising AllPaid as to the types of payments AllPaid is authorized to accept on Merchant’s behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize AllPaid to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through AllPaid of any types of payments; and (iii) modify the account(s) to which AllPaid shall direct payments to Merchant by specifying all such changes to AllPaid **in writing** (for purposes of this attachment, “**in writing**” means via letter, email, or facsimile). Any such changes require reasonable lead-time to implement and are subject to AllPaid acceptance and confirmation **in writing**.

Service Fees

Service Fees may be the responsibility of Payer, Merchant, or shared by Payer and Merchant. Unless Merchant advises AllPaid otherwise, Merchant will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Merchant elects to pay all or any portion of the Service Fee, Merchant must so advise AllPaid **in writing**. For any Service Fees Merchant elects to pay, AllPaid will debit Merchant’s account for Merchant’s share of the Service Fee in accordance with the terms of the debit authorization form Merchant completes. Merchant must allow AllPaid 30 days to make any changes Merchant requests to the Service Fee responsibility.

Service Models

AllPaid provides an e-commerce payment solution to entities that contract to participate in the AllPaid Payment Network. Basic service policies include a system designed to be available 24 hours a day, 7 days a week, 365 days a year; access to online administrative, analytical, and reporting capabilities; and customer service support to Merchant’s Payers and staff. AllPaid will cause funds to be forwarded electronically to Merchant’s designated account(s) for all approved transactions which are accepted by Merchant within two banking days after transaction authorization, or will remit funds by check if Merchant so requests **in writing**.

Payers may make payment transactions via the Internet or by toll-free telephone. All payments are processed using the Internet regardless of their method of initiation. AllPaid makes various methods of system access available to paying parties, including integrated solutions. The following additional terms apply to Merchant’s use of selected services. By

electing to utilize such services, Merchant agrees to the following:

Gov\$wipe: If Merchant selects *Gov\$wipe*, AllPaid will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Merchant understands that AllPaid card readers are embedded with proprietary technology (“Firmware”). AllPaid grants Merchant a license to use such card readers and Firmware for the duration, and only for purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing replacement or additional card readers by shipment to a location Merchant designates. Or, at AllPaid’s option, Merchant will allow AllPaid and its designated representatives reasonable access to Merchant’s premises for purposes of training or device installation, repair, removal, modification, upgrades, or relocation. AllPaid is solely responsible for the maintenance of its card readers and shall supply Merchant with replacements on Merchant’s request and as AllPaid deems appropriate. Upon termination of the Agreement, AllPaid may require Merchant to return card readers to AllPaid, at AllPaid’s expense and by such method as AllPaid specifies.

Merchant may request an increase or decrease in the number of card readers deployed **in writing**. Any such changes will be subject to AllPaid acknowledgment and acceptance **in writing**. AllPaid shall communicate shipping and handling procedures and any costs to Merchant in advance of taking action.

ConnexYourGov: If Merchant elects to utilize AllPaid’s *ConnexYourGov* solution, Merchant must provide AllPaid with photographs, graphics, digital assets, or digital images legally created, taken, or acquired by Merchant (collectively, “Images”) that Merchant desires AllPaid to use. All Images that

participating Merchants deliver to AllPaid become subject upon delivery to a limited license granting AllPaid a non-exclusive right to reproduce, publicly display, and distribute the Images only for purposes of this Agreement. Any other AllPaid use of Images must be with Merchant's express written permission. Images may contain copyright management information at the discretion of Merchant in the form of either (i) a copyright notice (©) and/or (ii) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the parties. All rights relating to the Images remain the sole and exclusive property of Merchant.

Security

If desired, AllPaid may connect with Merchant's systems in a variety of methods. Any interfaces AllPaid establishes shall be based on specifications Merchant and AllPaid mutually develop. Merchant is responsible for advising AllPaid of any system changes that may affect such interfaces prior to their implementation. A Merchant interfacing with AllPaid may receive Payer information that is subject to PCI DSS which will be the Merchant's responsibility to secure. **ALLPAID ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY ALLPAID.**

Gov\$wipe card readers are designed to communicate Payer data to AllPaid through Merchant's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for *Gov\$wipe* transaction processing and is enabled solely by Merchant's computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. **ALLPAID IS NOT LIABLE TO MERCHANT FOR EXPOSURE OF MERCHANT'S COMPUTERS OR NETWORKS TO MALICIOUS SOFTWARE OR HARDWARE OF ANY KIND.**

American Express® Card Acceptance

1. American Express Compliance. Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

2. Processing Restrictions. Merchant is prohibited from processing transactions or receiving payments on

behalf of, or (unless required by law) re-directing payments to any other party.

3. Third Party Beneficiary Rights. a. Notwithstanding anything in this Agreement to the contrary, Merchant confers on American Express the third party beneficiary rights, but not obligations, to the Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Merchant and AllPaid and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.

b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between AllPaid and American Express and at no time will attempt to enforce any such agreements against American Express.

4. American Express Liability. MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

AGREEMENT FOR COLLECTION OF SPECIAL
TAXES, FEES, AND ASSESSMENTS

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as "County" and the CAMP MEEKER RECREATION AND PARK DISTRICT, a municipal corporation of the State of California, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, state law authorizes the County to recoup its collection costs when the County collects taxes, fees, or assessments for any School District, Special District, zone or improvement District thereof; and

WHEREAS, when requested by District, it is in the public interest and efficient that the County collect for District the special taxes, fees, and assessments imposed on parcels subject to real property tax;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by District as hereinafter provided, or as required by law, to collect on the County tax rolls the special taxes, fees, and assessments (hereinafter collectively referred to as "Charges") of District, and of each zone or improvement district thereof, except as follows: (1) Tax bills will not be generated for Charges imposed on parcels exempt from real property taxation because of low value when the total amount of the tax bill is \$10 or less. Charges on all parcels exempt from real property taxation because of low value that are unpaid at the end of the fiscal year will be removed from the tax roll and referred to the District for further collection efforts. (2) Tax bills will not be generated for Charges imposed on parcels that are immune or otherwise exempt from real property taxation when the total amount of the tax bill is \$10 or less. Charges on all parcels that are immune or otherwise exempt from real property taxation that are unpaid at the end of the fiscal year will be removed from the tax roll and referred to the District for further collection efforts.

2. When County is to collect District's Charges, District agrees to notify the Auditor-Controller of the County on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each Charge to County. To be effective, the

notice must be received by the Auditor-Controller by said date.

3. County may charge a cost recovery fee for each Charge that is to be collected on the County tax roll in an amount sufficient to recover the costs incurred by the County to collect the Charge on behalf of District. This cost recovery fee will not exceed 0.0085 of the annual levy.

4. District warrants that the Charges imposed by District and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).

5. District agrees to re-certify each year that the Charges imposed by the District and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218). District further agrees to provide any other documentation, such as a certified copy of the District Board's Resolution or Ordinance authorizing the Charges to be collected on the secured tax bill or a certified ballot measure, supporting the authority to levy the Charges as requested by County and that, without this documentation, it is the Auditor-Controller's discretion whether to place the Charges on the tax roll.

6. Indemnification. Without limiting the County's obligations under California law to collect the Charges, the District agrees to defend and indemnify the County, its agents, officers and employees (the "County Parties") from any demands, liability, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, Claims) arising from performance of this Agreement. District shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. District further releases and forever discharges the County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of District's responsibilities under this Agreement or other action taken by District in establishing the Charges and implementing collection of the Charges as contemplated in this Agreement. Without limiting the generality of the foregoing, District shall hold harmless, defend, and indemnify County and its elected and appointed officers, officials, employees, and agents, from and against any claim or suit to determine the legality of the Charges or arising from or related to the accuracy of the information provided by District, or any procedures employed by the County or its officers or employees in the collection of the Charges.

If any judgment is entered against any of the County Parties as a result of action taken to implement this Agreement, District agrees that County may offset the amount of any judgment paid by County or by County Parties from any monies collected by County on District's behalf, including property taxes, special taxes, fees, or assessments. County may, but is not required to, notify District of its intent to implement any offset authorized by this paragraph.

7. To promote and maintain efficient property tax administration, District agrees:

a. That its officers, agents and employees will cooperate with County by timely answering inquiries made to District by any person concerning District's Charges, and that its officers, agents and employees will not refer such individuals making inquiries to County officers or employees for response.

b. To follow all administrative procedures as established by the County, including submitting all documents and data in the required formats to County by established deadlines, and providing all requests for removal or correction of charges in writing.

c. District is responsible for the validity and accuracy of the amount of the Charges as well as the assessor parcel number to which it is being charged regardless if such data is submitted by the District itself or by a third-party consultant/contractor on its behalf.

d. That administrative citations and fines and other charges of this nature will not be placed on the secured roll.

e. That District gives the Auditor-Controller the authority to process and handle at his or her discretion special situations and unusual circumstances not addressed elsewhere in this Agreement. Such actions may include the removal of Charges from the tax bill and relieving County from any further responsibility for collection making District solely responsible for its collection. Should this situation occur the Auditor-Controller will promptly notify District.

8. District shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by District shall be void and shall immediately and automatically terminate this agreement.

9. This agreement shall be effective for the 2021-2022 fiscal year and shall be

automatically renewed for each fiscal year thereafter unless terminated as hereinafter provided.

10. Either party may terminate this agreement for any reason for any ensuing fiscal year by giving written notice thereof to the other party prior to May 1st of the preceding fiscal year.

11. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

District: _____

By: _____

SONOMA COUNTY AUDITOR-CONTROLLER
