



## **SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY**

### **NOTICE OF PUBLIC MEETING**

**NOTICE IS HEREBY GIVEN** that the San Antonio Basin Groundwater Sustainability Agency ("Agency" or "SABGSA") Board of Directors ("Board") will hold a regularly scheduled **Board Meeting** at **6:00 P.M.** on **Tuesday, April 15, 2025** at the **Los Alamos Community Services District** located at **82 St. Joseph Street, Los Alamos, CA 93440**. Virtual options are available for public participation.<sup>1</sup>

Join Zoom Meeting:

<https://us06web.zoom.us/j/83127401605?pwd=WHpIQmZTR2hoY2NWa3J2MDczbnhtUT09>

Meeting ID: 831 2740 1605 Passcode: 203727

Dial: (669) 900 6833

### **SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY (SABGSA)**

#### **BOARD OF DIRECTORS MEETING AGENDA**

**Tuesday, April 15, 2025**

#### **1. CALL TO ORDER and ROLL CALL**

#### **2. PLEDGE OF ALLEGIANCE**

#### **3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

The Board will receive public comments on items not appearing on the agenda and within the subject matter jurisdiction of the Agency. The Board will not enter into a detailed discussion, answer questions, or take any action on any items presented during public comments. At the Board's discretion, any issue raised during Public Comment may be referred to the Executive Director or other staff for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on specific agenda items should do so at the time specified for those items. The presiding Chair shall limit public comments to no more than three minutes.

#### **4. CONSENT ITEMS**

##### **a. Approve Minutes from March 18, 2025, Regular Meeting**

##### **b. Agency Finances, Budget, and Training**

- i. The Board will receive a report from the accountant regarding finances and expenses for March 2025.
- ii. The Board will receive a report regarding training.

#### **5. INFORMATIONAL ITEMS**

##### **a. Executive Director Update**

- Update on activities performed by the Executive Director

##### **b. San Antonio Basin Water District Update**

- Update on San Antonio Basin Water District activities

##### **c. Advisory Committee Updates**

- Update on Advisory Committee activities

##### **d. Board Member Updates**

- Board members will provide any updates relevant to SABGSA

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<sup>1</sup> SABGSA will make reasonable efforts to make the meeting accessible virtually; however, if one of the virtual options are unavailable due to technological issues, you are invited to take advantage of the other options, including in-person attendance.

## **6. DISCUSSION AND ACTION ITEMS**

### **a. Consider Adoption of Resolution 25-001 SABGSA Administrative Enforcement Policy**

The Board will review and discuss Resolution 25-001 affirming SABGSA's Administrative Policy regarding penalties and other enforcement tools for the SABGSA's Rules and Regulations. The Board may take action and/or provide specific direction to the SABGSA staff and/or SABGSA's legal counsel related to this item.

### **b. Consider SABGSA Appeal Form and Appeal Fee and Deposit Agreement**

Pursuant to Section 11 of the SABGSA's Rules and Regulations ("Regulations"), landowners have the opportunity to appeal issuance of a Notice of Violation, fine or other decision made by the SABGSA to implement the Regulations. The Board of Directors will review and discuss the Appeal Form and Appeal Fee and Deposit Agreement. The Board may take action and/or provide specific direction to the SABGSA staff and/or SABGSA's legal counsel related to this item.

### **c. Consider a Proposal from Wallace Group for On-Call Services to Provide Support for the SABGSA's Metering and Groundwater Extraction Reporting Requirements**

The Board will review and discuss the proposed scope of work and associated fees for Wallace Group to provide ongoing support for the implementation of SABGSA's Ordinance 25-001 requiring meter installation and reporting of groundwater extraction. The Board may take action and/or provide specific direction to SABGSA staff and/or Wallace Group related to this item.

### **d. Review SABGSA Communications Plan Regarding Implementation of SABGSA's Metering and Groundwater Extraction Reporting Requirements**

The Board will discuss and consider draft correspondence with landowners within the Basin regarding the implementation of the Well Metering and Groundwater Extraction Reporting Program including cover letters to landowners, program compliance summary, and other communication tools. The Board may take action and/or provide specific direction to the SABGSA staff and/or SABGSA's legal counsel related to this item.

## **7. ADJOURN**

**NEXT MEETING: May 20, 2025, at 6pm**



**SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY (SABGSA)**  
**BOARD OF DIRECTORS MEETING**  
**UNAPPROVED MINUTES**  
**Tuesday, March 18, 2025**

1. **CALL TO ORDER and ROLL CALL** – The meeting was called to order by Chair Randy Sharer at 6:00pm at the Los Alamos Community Services District, located at 82 St. Joseph Street, Los Alamos, CA. Members of the public had the option to participate virtually or in-person.

**Board of Directors Present:** Tom Durant, Alternate Richard Kline, Barbara Landon, Kevin Merrill, Patrice Mosby, Kenny Pata, Randy Sharer, Chris Wrather.

**Directors Absent:** Dan Chabot

**Alternates present, but not acting on behalf of a Director:** None

**Introduction of New SABGSA Board Member:** On February 26, 2025, the Los Alamos Community Services District approved Resolution #25-385 appointing Barbara Landon as their representative on the SABGSA Board of Directors replacing Juan Gomez.

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

No public comment.

4. **CONSENT ITEMS**

a. **Minutes from February 18, 2025, SABGSA Board Meeting**

**Motion by Director Merrill, second by Director Durant to approve the minutes of the February 18, 2025 Board meeting, as presented.**

**Ayes:** Tom Durant, Alternate Richard Kline, Barbara Landon, Kevin Merrill, Patrice Mosby, Kenny Pata, Randy Sharer, Chris Wrather.

**Nos:** None; **Absent:** Dan Chabot; **Abstain:** None

b. **Agency Finances, Budgeting, and Training**

**Motion by Director Durant, second by Alternate Director Kline to approve the financial report dated February 28, 2025, as presented.**

**Ayes:** Tom Durant, Alternate Richard Kline, Barbara Landon, Kevin Merrill, Patrice Mosby, Kenny Pata, Randy Sharer, Chris Wrather.

**Nos:** None; **Absent:** Dan Chabot; **Abstain:** None

5. **INFORMATIONAL ITEMS**

a. **SABGSA Executive Director Updates**

- The Q1 2025 Monitoring Event was completed in February 2025. The Q1 2025 Monitoring Report is agenda item 6.d.
- The vegetation trimming along access trails to wells in the Barka Slough is complete.
- The SABGSA submitted a funding request to the SABWD on March 11, 2025 for \$52,397.10 to cover invoices received this month.
- SABGSA Executive Director and SABWD Executive Director attended an informational

meeting at the request of Santa Ynez River GSA (EMA) to discuss the development and implementation of SABGSA's well registration and metering programs.

- SB1156 – Form 700 Filing Requirements. SABGSA Board (and Alternates) and Executive Director are now required to file Form 700 with the Fair Political Practices Commission by April 1, 2025. This is in addition to filing Form 700 with the County of Santa Barbara by April 1, 2025. SABGSA will track both submittals on the Board Training/Certifications Report.

**b. San Antonio Basin Water District (SABWD) Update**

The SABWD Board of Directors met on March 18, 2025. Executive Director Donna Glass reported the following.

- The Wallace Group provided an update on the Re-Evaluation of the Irrigated versus Non-Irrigated Lands.
- The Board approved a Non-Overlying Land Re-evaluation Credit to several landowners in the amount of \$3,645.39.
- The Board discussed the classification of dry farming and what to do about particular parcels that are being put to agricultural use but claiming no irrigation. Based on the discussion the Policy for Evaluating Requests for Assessment Changes will be updated and brought back to the next meeting for review and possible action.
- Change Order Request Forms for an increase or decrease in irrigated acres are due by March 31, 2025.
- As of March 12, 2025, \$520,313 or 93% of the 2024-25 Assessments have been collected. The remaining balance is \$39,057. Assessments become delinquent on February 3, 2025.
- The SABWD approved a fund request from the SABGSA for \$52,397.10 to cover monthly invoices.

**c. Advisory Committee Updates**

- The Advisory Committee did not meet in March 2025.

**d. Board Member Updates**

- None.

**6. DISCUSSION AND ACTION ITEMS**

**a. Second Reading (by Title only) and Adoption of Ordinance No. 25-001 to Establishing SABGSA Rules and Regulations Requiring Well Owners to Install Meters and Report Monthly Groundwater Extraction Readings to the SABGSA on a Twice-a-Year Basis and Making Related Findings for an Exemption from the California Environmental Quality Act.**

At the February 18, 2025 meeting, the Board approved Ordinance No. 25-001, as read by title only, waived further reading, and continued the consideration of Ordinance 25-001 for adoption at the March 18, 2025 Board meeting.

SABGSA legal counsel reviewed the draft Notice of Exemption. Ordinance 25-001, including the SABGSA Rules and Regulations, is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15307 (Protection of Natural Resources), 15308 (Protection of the Environment), and 15061(b)(3) of Title 14 of the CEQA Guidelines because the Ordinance will support GSP implementation and effective groundwater management in order to prevent environmental degradation associated with groundwater overdraft and will not have a significant effect on the environment. SABGSA legal counsel recommended filing the CEQA Notice of Exemption with the State and the County of Santa Barbara.

No public comment received on this item.

**Motion by *Director Merrill*, second by *Director Pata* to approve the second reading (by Title only) and adopt Ordinance No. 25-001 Establishing SABGSA Rules and Regulations requiring well**

**owners to install meters and report monthly groundwater extraction readings to the SABGSA on a twice-a-year basis and make related findings for an exemption from the California Environmental Quality Act.**

**Ayes:** Tom Durant, Alternate Richard Kline, Barbara Landon, Kevin Merrill, Patrice Mosby, Kenny Pata, Randy Sharer, Chris Wrather.

**Nos:** None; **Absent:** Dan Chabot; **Abstain:** None

**b. SABGSA Administrative Enforcement Policy**

SABGSA legal counsel reviewed the draft Administrative Enforcement Policy regarding penalties and other enforcement tools for the SABGSA's Rules and Regulations. SABGSA legal counsel outlined the program enforcement process, penalties for non-compliance, and the process for landowners to appeal issuance of a Notice of Violation, fine, or other decision made by the SABGSA to implement the Rules and Regulations. SABGSA legal counsel also reviewed the draft Appeal Form and draft Appeal Fee and Deposit Agreement.

The Board directed SABGSA legal counsel to prepare a resolution for adoption of the Administrative Enforcement Policy and finalize the Appeal Form and Appeal Fee & Deposit Agreement for review at the April 15, 2025 Board meeting.

**c. Submission of the Groundwater Sustainability Plan Annual Report for Water Year 2024 to the California Department of Water Resources**

At the February 18, 2025 Board meeting, Mike McAlpin, GSI Water Solutions, Inc. presented the first draft of the GSP Annual Report for Water Year 2024. He noted an error in the change in groundwater in storage volumes that would be corrected and reviewed at the March 18, 2025 Board meeting.

Mike McAlpin, GSI Water Solutions, Inc. reviewed the revisions to Table 9 and Figure 17 included in the final draft of the GSP Annual Report dated March 14, 2025. The total change in groundwater in storage for Water Year 2024 is 30,300 acre-feet. The total change in groundwater in storage volumes for water years 2020, 2021, and 2023 were also revised and will be updated in the SGMA portal per direction from the Department of Water Resources. These revisions do not affect the GSP.

**Motion by Alternate *Director Kline*, second by *Director Wrather* to approve the GSP Annual Report for Water Year 2024, as presented, and direct GSI Water Solutions, Inc. to submit the Annual Report to the Department of Water Resources via the SGMA portal prior to the April 1, 2025 deadline.**

**Ayes:** Tom Durant, Alternate Richard Kline, Barbara Landon, Kevin Merrill, Patrice Mosby, Kenny Pata, Randy Sharer, Chris Wrather.

**Nos:** None; **Absent:** Dan Chabot; **Abstain:** None

**d. Q1 2025 Quarterly Groundwater Level Monitoring Report**

Chair Randy Sharer provided an overview of the Q1 2025 Quarterly Groundwater Level Monitoring Report prepared by GSI Water Solutions, Inc. The Q1 2025 report is posted on SABGSA's website. The Board did not take action on this item.

**7. NEXT MEETING:**

April 15, 2025 at 6pm at Los Alamos Community Services District.

**8. ADJOURN – 7:02pm**

**San Antonio Basin GSA**  
**Profit & Loss Budget vs. Actual**  
July 2024 through March 2025

75% of the year has elapsed		Jul '24 - Mar 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Expense					
Administration and Operation					
01Admininstrative Exp/Office Ex	40,416.22	75,900.00	-35,483.78	53.25%	
02-Accountant	5,800.00	9,000.00	-3,200.00	64.44%	
03-Comm Eng Grant Wrtnng NonGSP	0.00	35,000.00	-35,000.00	0.0%	
04-Monitoring	67,207.79	87,500.00	-20,292.21	76.81%	
05-Legal Counsel	19,698.00	45,000.00	-25,302.00	43.77%	
06-Insurance	1,765.00	1,800.00	-35.00	98.06%	
07-Audit Fees	0.00	4,000.00	-4,000.00	0.0%	
09-GSP Related Costs-Annual Rep	54,919.25	57,500.00	-2,580.75	95.51%	
10-GSP Implementation / PMAs	25,455.81	185,000.00	-159,544.19	13.76%	
Total Administration and Operation	215,262.07	500,700.00	-285,437.93	42.99%	
Total Expense	215,262.07	500,700.00	-285,437.93	42.99%	
Net Ordinary Income	-215,262.07	-500,700.00	285,437.93	42.99%	
Other Income/Expense					
Other Income					
11 Operating Transfers	235,377.65	550,000.00	-314,622.35	42.8%	
Total Other Income	235,377.65	550,000.00	-314,622.35	42.8%	
Other Expense					
Contingency (10%)	0.00	49,300.00	-49,300.00	0.0%	
Total Other Expense	0.00	49,300.00	-49,300.00	0.0%	
Net Other Income	235,377.65	500,700.00	-265,322.35	47.01%	
Net Income	20,115.58	0.00	20,115.58	100.0%	

# San Antonio Basin GSA

## Balance Sheet

As of March 31, 2025

Mar 31, 25

### ASSETS

#### Current Assets

##### Checking/Savings

Community Bank of SM -ACCT 9006	25,000.00
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Total Checking/Savings	25,000.00
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Total Current Assets	25,000.00
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TOTAL ASSETS	<u>25,000.00</u>
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### LIABILITIES & EQUITY

#### Equity

Retained Earnings	4,884.42
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Net Income	20,115.58
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Total Equity	25,000.00
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TOTAL LIABILITIES & EQUITY	<u>25,000.00</u>
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# San Antonio Basin GSA Expenses by Vendor Detail

March 2025

	Type	Date	Num	Account	Split	Amount
<b>BERTOUX &amp; COMPANY</b>						
	Check	03/11/2025	3183	01Administrative Exp/Office Ex	Community Bank of SM -ACCT 9006	5,000.00
Total BERTOUX & COMPANY						5,000.00
<b>Brownstein Hyatt Farber Schreck</b>						
	Check	03/11/2025	3184	05-Legal Counsel	Community Bank of SM -ACCT 9006	3,538.00
Total Brownstein Hyatt Farber Schreck						3,538.00
<b>Carrie Troup, C.P.A.</b>						
	Check	03/11/2025	3189	02-Accountant	Community Bank of SM -ACCT 9006	725.00
Total Carrie Troup, C.P.A.						725.00
<b>GSI WATER SOLUTIONS, INC.</b>						
	Check	03/11/2025	3185	10-GSP Implementation / PMAs	Community Bank of SM -ACCT 9006	965.00
	Check	03/11/2025	3186	09-GSP Related Costs-Annual Rep	Community Bank of SM -ACCT 9006	19,735.75
	Check	03/11/2025	3187	04-Monitoring	Community Bank of SM -ACCT 9006	12,302.90
	Check	03/11/2025	3190	04-Monitoring	Community Bank of SM -ACCT 9006	9,930.45
Total GSI WATER SOLUTIONS, INC.						42,934.10
<b>Los Alamos CSD</b>						
	Check	03/11/2025	3188	01Administrative Exp/Office Ex	Community Bank of SM -ACCT 9006	200.00
Total Los Alamos CSD						200.00
<b>TOTAL</b>						<b>52,397.10</b>



## **RESOLUTION NO. 25-001**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY (SABGSA) APPROVING AN ADMINISTRATIVE POLICY CONCERNING PENALTIES AND ENFORCEMENT ACTIONS**

**WHEREAS**, the San Antonio Basin Groundwater Sustainability Agency (“SABGSA”) was formed pursuant to a joint exercise of powers agency (“JPA”) executed on May 16, 2017 between the Cachuma Resource Conservation District and the Los Alamos Community Services District;

**WHEREAS**, the SABGSA decided to become the exclusive Groundwater Sustainability Agency (“GSA”) for the San Antonio Creek Valley Basin (“Basin”) on June 14, 2017;

**WHEREAS**, the San Antonio Basin Water District replaced the Cachuma Resource Conservation District as a member of the JPA on May 19, 2020;

**WHEREAS**, in compliance with the Sustainable Groundwater Management Act (“SGMA”), on December 7, 2021, the SABGSA adopted the San Antonio Basin Groundwater Sustainability Plan (“Plan”) that establishes the SABGSA’s groundwater management program and sustainability goal for the Basin;

**WHEREAS**, SGMA authorizes a local GSA to manage a groundwater basin in a sustainable manner pursuant to its groundwater sustainability plan;

**WHEREAS**, to assist in its management, Water Code Section 10725.2 authorizes GSAs, such as the SABGSA, to adopt rules, regulations, ordinances, and resolutions for the purpose of complying with SGMA and perform any act necessary or proper to carry out the purposes of SGMA;

**WHEREAS**, to effectively implement sustainable groundwater management with the Basin, the SABGSA adopted Ordinance No. 22-001 establishing Rules and Regulations (“Regulations”) of the SABGSA which have been amended and supplemented from time to time, including by Ordinance No. 25-001, establishing a Metering and Groundwater Reporting program;

**WHEREAS**, the Regulations contain rules, regulations and other requirements that are necessary and proper for the SABGSA to implement its Plan to achieve sustainable groundwater management for the Basin under SGMA;

**WHEREAS**, the SABGSA developed the Regulations with the goal of establishing effective enforcement mechanisms to ensure compliance with the Regulations while also providing due process protections for persons subject to the Regulations;

**WHEREAS**, pursuant to SGMA, SABGSA may impose civil penalties and seek other remedies under applicable law;

**WHEREAS**, on March 18, 2025, the SABGSA Board of Directors reviewed and provided comment on a draft of an administrative policy concerning penalties and protocols for the enforcement of the Regulations (“Administrative Enforcement Policy”); and

**WHEREAS**, the Board of Directors now desires to adopt the Administrative Enforcement Policy that is intended to provide meaningful deterrence to violations of the Regulations and to establish a transparent enforcement framework for achieving SABGSA’s groundwater management program and sustainability goal for the Basin.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

**SECTION 1.** The above recitals are true and correct, and incorporated herein by reference.

**SECTION 2.** The Board of Directors of the SABGSA hereby adopts the Administrative Enforcement Policy attached hereto as Exhibit A.

**SECTION 3.** Nothing in the Administrative Enforcement Policy in any way restricts or reduces existing enforcement tools and procedures available to SABGSA. Rather, this Administrative Enforcement Policy builds on SABGSA’s existing enforcement and regulatory tools and processes, and also incorporates best practices and legal tools, with the goal of better serving SABGSA landowners through nimble, meaningful, and transparent enforcement of SABGSA’s Regulations.

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the Board of Directors of the San Antonio Basin Groundwater Sustainability Agency at a meeting thereof held on the 15<sup>th</sup> day of April 2025, by the following vote of the members thereof:

**AYE:**

**ABSTAIN:**

**NO:**

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Stephanie Bertoux, Secretary

**APPROVED:**

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Randy Sharer, Chair

## **EXHIBIT A**

## **SABGSA Administrative Enforcement Policy Well Registration, Metering, and Reporting Requirements**

### **I. INTRODUCTION & PURPOSE**

San Antonio Basin Groundwater Sustainability Agency's (SABGSA) Rules and Regulations implement the San Antonio Basin Groundwater Sustainability Plan (Plan) by imposing requirements on Property Owners and/or Operators that include, but are not limited to, well registration (Section 2), well metering (Section 3.B-D), and reporting of meter readings (Section 3.G).<sup>1</sup> The SABGSA endeavors to work collaboratively with Property Owners and/or Operators. However, the Board recognizes that enforcement of the SABGSA Rules and Regulations is necessary to implement the Sustainable Groundwater Management Act (Wat. Code, § 10720 et seq., SGMA) and SABGSA Plan. The following Administrative Enforcement Policy (Policy) outlines the SABGSA enforcement process in a manner that efficiently and effectively implements sustainable groundwater management within the San Antonio Creek Valley Basin.

### **II. GENERAL ENFORCEMENT AUTHORITY**

SGMA empowers the SABGSA with the authority to adopt and enforce rules and regulations necessary and appropriate to implement the SABGSA Plan. (See Water Code, § 10725 et seq.) The authority granted by SGMA is in addition to the authority granted to San Antonio Basin Water District and Los Alamos Community Services District under their enabling statutes. (Water Code, § 10725(a).)

Pursuant to SGMA, the SABGSA may impose penalties in accordance with California Water Code section 10732(a)(2), which allows for a civil penalty of at most one thousand dollars (\$1,000) per violation and an additional penalty of one hundred dollars (\$100) for each additional day the violation continues. (Water Code § 10732(a)(2).) In addition, the SABGSA may impose a penalty of five hundred dollars (\$500) per acre-foot extracted in excess of the amount that person is authorized to extract. (Water Code, § 10732(a)(1).) The SABGSA has full latitude to impose the maximum penalties allowed under California Water Code section 10732. The SABGSA also may initiate legal action against a Property Owner and/or Operator that violates the SABGSA Rules and Regulations or the Plan. In pursuing such legal action, the SABGSA may seek remedies under applicable law, including but not limited to public and private nuisance and Article X, Section 2 of the California Constitution.

### **III. SABGSA ENFORCEMENT PROCESS**

- 1. Investigation:** If SABGSA has cause to believe that a Property Owner and/or Operator is in violation of the Rules and Regulations, SABGSA may request additional information from the Property Owner and/or Operator, and/or conduct an investigation pursuant to Water Code section 10725.4.

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<sup>1</sup> Capitalized terms not defined herein have the same meaning as provided in the SABGSA Rules and Regulations.

- a. Inspection Warrant.** If the Property Owner and/or Operator refuses to voluntarily comply with the SABGSA's request for additional information or request to investigate, the SABGSA may seek an inspection warrant in accordance with Water Code section 10725.4(c) and its authority under Water Code section 35404.
- 2. Warning Letter:** In the event the situation does not resolve itself to SABGSA's satisfaction, or the potential violation is a failure to register a well under Section 2 of the Rules and Regulations, SABGSA may issue a written "Warning Letter."
  - a.** A Warning Letter may include, among other things: (1) the nature and extent of the violation; (2) the steps that the entity must take in order to come into compliance; (3) a specific compliance deadline ; (4) a summary of the potential penalties; (5) SABGSA staff contact information for assistance with resolving the violation; and (6) a warning that SABGSA reserves the right to utilize additional judicial or non-judicial methods to ensure compliance. Deadlines will be set based on a reasonable estimate of the time necessary to resolve the violation.
  - b. Warning Letters for Well Registration.** The SABGSA need not conduct an investigation prior to enforcement of Section 2 of the Rules and Regulation and may immediately issue a Warning Letter for the failure to register a well. Once a Warning Letter is sent for failure to register a well, a Property Owner and/or Operator has 30 days, or another period specified in the Warning Letter, to comply before further action may be taken.
- 3. Notice of Violation:** If a violation persists following issuance of a Warning Letter, a written Notice of Violation will be issued for any violation of the Rules and Regulations. The Notice of Violation will include, among other things: (1) the nature and extent of the violation; (2) the penalties imposed; (3) the deadline to pay applicable penalties; and (4) a warning that the SABGSA reserves the right to utilize additional judicial or non-judicial methods to receive payment of applicable penalties and ensure compliance with the Rules and Regulation. Such methods may include, but are not limited to, withholding or reducing the award of future groundwater allocations, exercising lien authority, or utilizing any other remedy available to SABGSA under SGMA.
- 4. Opportunity to Appeal:** A Property Owner and/or Operator may appeal a Notice of Violation and/or fine by filing an appeal with SABGSA's Board within 30 calendar days of receipt of the Notice of Violation in accordance with Section 11 of the Rules and Regulations.
- 5. Penalties Issued.** Pursuant to California Water Code section 10732, SABGSA may impose a civil penalty for violation of the Rules and Regulations in the following amounts:
  - a.** Civil penalty of up to \$1,000, plus an additional \$100 for each additional day a violation continues if Property Owner and/or Operator fails to comply within 30 days of Notice of Violation.
  - b.** Civil penalty of up to \$500 per acre-foot extracted in excess of the amount that person is authorized to extract in violation of the Rules and Regulations. (Water Code, § 10732(a)(1).)

- 6. Civil Suit.** If SABGSA cannot obtain compliance through the process above, SABGSA Board reserves the right to seek civil penalties and remedies available at law for violations of the Rules and Regulations.

#### **IV. SABGSA DISCRETION**

The remedies identified in this enforcement policy are not intended to be exclusive. Any other remedy available to SABGSA in law or equity may be employed at the discretion of SABGSA to enforce the SABGSA Rules and Regulations and ensure compliance with SGMA and the Plan. The SABGSA retains full discretion to deviate from the enforcement process outlined in the Policy to obtain compliance with the SABGSA Rules and Regulations in accordance with applicable law.



## SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY

### **DRAFT APPEAL FORM**

Pursuant to Section 11 of the San Antonio Basin Groundwater Sustainability Agency (“SABGSA”) Rules and Regulations (“Regulations”), the undersigned Appellant<sup>1</sup> appeals a decision made under the Regulations to the SABGSA Board of Directors (“Board”) for review.<sup>2</sup> A complete copy of this Form, the **non-refundable** Appeal Fee, and a signed Deposit Agreement (Attachment A)<sup>3</sup> are required for any appeal submitted to be deemed complete.<sup>4</sup> A complete Appeal must be filed within 30 days of the SABGSA decision for which you are seeking review.

#### **Appellant Information:**

Landowner Name: \_\_\_\_\_

Landowner Address/APN: \_\_\_\_\_

Landowner Phone/Email: \_\_\_\_\_

Operator Name: \_\_\_\_\_

Operator Address: \_\_\_\_\_

Operator Phone/Email: \_\_\_\_\_

Groundwater Extraction Facility Address/APN/State Well No.: \_\_\_\_\_

Lands served by Groundwater Extraction Facility (Addresses/APNs): \_\_\_\_\_

#### **Brief Description of Project (if applicable):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **Decision Subject of the Appeal:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Decision:** \_\_\_\_\_

<sup>1</sup> For the purposes of this Appeal, Appellant refers to a Property Owner and/or Operator, as those terms are defined in Section 1 of the Regulations, challenging a decision of the SABGSA.

<sup>2</sup> The Board’s decision shall constitute final action of the appeal, subject to judicial review pursuant to California Civil Code section 1094.5.

<sup>3</sup> A complete and signed Appeal Fee and Deposit Agreement along with the deposit payment must be submitted with this Appeal Form.

<sup>4</sup> Please include attachments if more space is required to respond to a particular answer.

**Basis for Appeal:**

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**Information/Evidence Supporting Appeal:**

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Note: Please include attachments and copies of any evidence as an attachment.

**Requested Action(s):**

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Under penalty of law, submission of this form to SABGSA is your certification that you are authorized to submit it and that the information presented is true.

**APPELLANT**

Appellant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Appellant Name/Position: \_\_\_\_\_

**Property Owner** (if different from Appellant)

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner Name/Position: \_\_\_\_\_

**Agent** (if applicable – for example, attorney)

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agent Name/Position: \_\_\_\_\_

Agent Contact Information (phone/email): \_\_\_\_\_



**Enclosed:** Attachment A - Appeal Fee and Deposit Agreement

## APPEAL FEE AND DEPOSIT AGREEMENT

**THIS APPEAL FEE AND DEPOSIT AGREEMENT** (“Agreement”) is made and effective on \_\_\_\_\_ (“Effective Date”) by and between the San Antonio Basin Groundwater Sustainability Agency (“SABGSA”), and \_\_\_\_\_ (“Appellant”). SABGSA and Appellant are each referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

### RECITALS:

A. Appellant seeks to appeal issuance of a Notice of Violation, fine or other decision issued by the SABGSA (“Appeal”) pursuant to the SABGSA Rules and Regulations (“Regulations”).

B. Section 11 of the Regulations requires the Appellant to bear all fees and costs, including staff time, associated with processing an Appeal and permits the SABGSA to create a deposit agreement required to file an Appeal.

C. Pursuant to SABGSA Resolution **No. 25-002**, the SABGSA Board of Directors (“Board”) approved the appropriate fees to reimburse SABGSA staff and consultants for the reasonable costs of an Appeal as provided herein, and establish a deposit amount required to file an Appeal.

D. The Parties agree that it is impossible to ascertain the full extent of the costs associated with the Appeal due to the size, nature or scope of the Appeal and therefore the Parties desire to enter into this Agreement to specify the terms of the Appellant’s deposit and reimbursement of costs to process and review the Appeal.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### 1. Construction.

This Agreement shall be broadly constructed to accomplish its intent. In the event of any irresolvable conflict or inconsistency in the terms of the Agreement, the SABGSA, in its sole discretion, shall resolve the conflict or inconsistency and implement the final decision.

#### 2. The Deposit; Additional Advances.

- a) Establishing and Supplementing Deposit. Upon execution of this Agreement, Appellant shall provide to the SABGSA an initial deposit of four thousand five hundred dollars (\$4,500) (“Initial Deposit”) to reimburse the SABGSA for Eligible Expenses, as defined in Section 2(b). The SABGSA shall monitor its expenses and the balance in the deposit account and whenever it believes, in good faith, that there will be insufficient funds to pay the SABGSA’s expenses to process the Appeal, the SABGSA may make one or more written requests for additional funds (each an “Additional Advance”), which shall state the existing balance and the additional amount requested. The SABGSA shall base its request for an Additional Advance on consultant(s) and staff(s) hourly rate described in the rate schedule, attached hereto as Exhibit A (“Rate Schedule”). The SABGSA may request the funds it reasonably

believes necessary to cover the additional costs to process the Appeal. The Initial Deposit and Additional Advance funds are hereinafter collectively referred to as the "Deposit." Appellant shall make the Additional Advance within five (5) business days of the SABGSA's written request therefor. If Appellant fails to timely make the Additional Advance, Appellant agrees that the SABGSA may cease any or all additional work on the Appeal until the SABGSA receives the Additional Advance from Appellant.

- b) Eligible Expenses. In accordance with the Rate Schedule, the Deposit shall be used to exclusively reimburse the SABGSA for costs incurred by the SABGSA in connection with the following (all of which shall be deemed "Eligible Expenses"): (i) the fees and expenses incurred by the consultant(s) and legal counsel employed by the SABGSA in connection with administering the Appeal and the SABGSA's Executive Director; and (ii) all other actions or activities, if any, reasonably taken by the SABGSA in connection with administering the Appeal.
- c) Administration of Deposit. The Deposit may be placed in the SABGSA's account with other funds for purposes of investment and safekeeping. The Deposit shall not accrue interest. The SABGSA shall administer the Deposit and use the Deposit to reimburse the SABGSA for Eligible Expenses. The SABGSA shall maintain satisfactory accounting records as to the expenditure of the Deposit at all times.
- d) Unexpended Funds. Upon the approval or denial of an Appeal by the SABGSA, or upon an Appellant's withdrawal of an Appeal, the SABGSA shall return any then-unexpended portion of the Deposit to Appellant, without interest, less an amount equal to any unpaid Eligible Expenses previously incurred by the SABGSA ("Unexpended Funds").
- e) Statements of Account. The SABGSA shall provide Appellant a summary of expenditures made from the Deposit, and the unexpended balance thereof, whenever requesting any Additional Advance and within ten (10) business days of receipt by the SABGSA of a request therefore submitted by Appellant.

### **3. Independent Judgment of the SABGSA; SABGSA Not Liable**

The Board shall use its independent judgment in determining the Board's action on the Appeal under the Regulations and applicable law. Execution of this Agreement and payment of the Deposit by the Appellant in no way limits the SABGSA's discretion over the Appeal.

Appellant expressly understands and agrees that any consultant retained on behalf of the SABGSA is under contract solely on behalf of the SABGSA, and the SABGSA is free to exercise its independent judgment in making payments to the consultants or revising or accepting the consultant's work product, without any liability whatsoever by the SABGSA to Appellant therefor.

### **4. Notices.**

Any notices, requests, demands, documents, approvals, or disapprovals given or sent under this Agreement from one Party to another (collectively, the "Notices") shall be given to the Party entitled thereto as follows. For the SABGSA, notices shall be delivered to P.O. Box 196, Solvang California 93464, [admin@sanantoniobasinga.org](mailto:admin@sanantoniobasinga.org). For the Appellant, notices shall be delivered to the

Appellant's contact information provided on the Appeal. The Parties may establish alternate contact information for the delivery of Notices consistent with this section.

Each such Notice shall be deemed delivered to the Party to whom it is addressed: (i) if personally served or delivered, upon delivery; (ii) if given by facsimile or email, upon the sender's receipt of an appropriate answerback or other written acknowledgement; (iii) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, seventy-two (72) hours after such notice is deposited with the United States mail; (iv) if given by overnight courier, with courier charges prepaid, twenty-four (24) hours after delivery to said overnight courier; or (v) if given by any other means, upon delivery at the address specified in this Section.

**5. Choice of Law; Venue.**

This Agreement, and any dispute arising from the relationship between the Parties, shall be governed by, construed in accordance with, and interpreted under the laws of the State of California. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved in a California State Court in the County of Santa Barbara, or if jurisdiction over the action cannot be obtained in a State Court, in a Federal Court in the Central District of California.

**6. Entire Agreement.**

This Agreement represents the full, final, and complete Agreement between the Parties hereto regarding the subject matter of this Agreement. No change or amendment to this Agreement shall be valid unless in writing and signed by both Parties.

**7. Severability.**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

**8. Ambiguities.**

Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in interpreting this Agreement.

**9. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together will constitute one instrument.

**10. Authority.**

The persons executing this Agreement on behalf of the Parties warrant that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into of this Agreement does not violate any provision of any other agreement to which said Party is bound.

**Attachment A**

**DRAFT**

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the date first written above.

**SAN ANTONIO BASIN GROUNDWATER  
SUSTAINABILITY AGENCY**

**APPELLANT**

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**Signature**

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**Signature**

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**Print Name**

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**Print Name**

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**Title**

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**Title**

**EXHIBIT A**

**Rate Schedule**

<b>Responsible Party</b>	<b>Rate</b>
<b>SABGSA Executive Director</b>	<b>\$ 125/hr</b>
<b>Consultant</b>	<b>\$ 215/hr</b>
<b>Legal Counsel</b>	<b>\$ 550/hr</b>

April 10, 2025

Stephanie Bertoux  
San Antonio Basin GSA  
1005 South Broadway  
Santa Maria, California 93454

Subject: Metering Ordinance Support

Dear Stephanie Bertoux:

Wallace Group appreciates the opportunity to provide you with our proposal for engineering services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

### PROJECT UNDERSTANDING

The San Antonio Basin GSA is in the process of implementing the well metering ordinance and ongoing well usage monitoring and reporting program. The GSA is requesting assistance from Wallace Group for metering ordinance support, including preparation of reports for each property owner and general mailing procedures. The metering ordinance support could include up to 5 separate mail-outs, depending on property owner compliance.

The GSA has also requested assistance from Wallace Group to input and manage monitoring/reporting information from well meters throughout the Basin. This includes receiving physical and/or electronic reports from property owners, inputting data into a data management system (Excel or Access), and exporting data twice per year to share with GSI Water Solutions and the GSA. A technical memo addressed to the GSA will also be prepared twice per year to identify any anomalies, non-compliance with reporting, lack of information, or other issues.

### SCOPE OF SERVICES

#### Task 1: Mailings to Landowners for Metering Ordinance

The GSA has requested that Wallace Group prepare reports for each property owner including the well registration information that was previously received for their property. These reports will be packaged with general information to be provided by SABGSA, possibly including a cover letter, instructions, forms, and any additional information needed. It is assumed the GSA will provide the mailer documents for Wallace Group to process and mail.

In addition to the mailing effort, this task also includes on-call support for the preparation of custom reports, and database management to help tailor mailings to the property owners out of compliance with the metering ordinance.

#### Deliverables:

- At least 4 mailings, tentatively schedule for April, August, and November 2025, and January 2026
- Tentative 5<sup>th</sup> mailing, if required based on property owner compliance

#### Task 2: Well Metering Data Management, On-Call Support

Wallace Group will collect and input six months of well metering data from property owners twice annually. It is assumed data will be provided to the GSA from the property owners and



CIVIL AND  
TRANSPORTATION  
ENGINEERING

CONSTRUCTION  
MANAGEMENT

LANDSCAPE  
ARCHITECTURE

MECHANICAL  
ENGINEERING

PLANNING

PUBLIC WORKS  
ADMINISTRATION

SURVEYING /  
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP  
A California Corporation

612 CLARION CT  
SAN LUIS OBISPO  
CALIFORNIA 93401

T 805 544-4011  
F 805 544-4294

[www.wallacegroup.us](http://www.wallacegroup.us)



the GSA will submit the data to Wallace Group. Data collected may be physical forms or electronic reporting. After the data is added to the data management software, Wallace Group will export the data in Excel or csv format to share with GSI Water Solutions. The data will be reviewed, and a technical memo to the GSA will be prepared to identify any data gaps, anomalies, errors, or other issues.

This task also includes on-call support for Wallace Group to communicate and follow-up with property owners regarding missing or incomplete data. The GSA will be responsible for enforcing the well metering ordinance and issuing violations. Wallace Group will provide technical support to the GSA, if needed, for enforcement action.

**Deliverables:**

- Two data exports per year to GSI Water Solutions of well metering data by property owner (Excel, .csv format)
- Two technical memorandums addressed to SABGSA per year to summarize non-compliance and data issues

**SCHEDULE**

**Metering Ordinance Support (dates for mailing #2 through #4 are tentative)**

- Mailing #1 would be expected in late April or early May
- Mailing #2 is expected to take place the week of August 4<sup>th</sup>
- Mailing #3 is expected to take place the week of November 10<sup>th</sup>
- Mailing #4 is expected to take place the week of January 26<sup>th</sup>, 2026

**Well Metering Data Management**

- November 1, 2026: Extracting Reporting form is due for April 2026- September 2026 water usage
- May 1, 2027: Extracting Reporting form is due for October 2026- March 2027 water usage
- Data reporting and technical memorandums can be expected within 3 months of the due date for extraction reporting forms

**TO BE PROVIDED BY THE CLIENT**

- Metering Ordinance Mailings: cover letter, SABGSA policy information, applicable forms to be included in mailing
- Well Metering Data Management: Extraction Reporting form template, other applicable forms that may need to be sent to property owners

**ITEMS NOT INCLUDED IN SCOPE OF SERVICES**

The following services are not included in this Scope of Services or estimate of fees:

- Anything not explicitly identified in Tasks 1 and 2 above.

**PROJECT FEES**

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be





invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$25,000 without receiving written authorization from the Client.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

## TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for engineering services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

**WALLACE GROUP, a California Corporation**

**TERMS AND CONDITIONS ACCEPTED:**

Kari E. Wagner, PE C66026  
Principal/Director of Water Resources  
612 Clarion Court  
San Luis Obispo  
California 93401  
T 805 544-4011  
F 805 544-4294  
www.wallacegroup.us

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachments  
JMR: PP25-8432, 2025, T&C  
Exhibit A  
Exhibit B

Exhibit A  
**Standard Billing Rates**



**Engineering, Design & Support Services:**

Assistant Designer/Technician .....	\$128
Designer/Technician I - IV .....	\$132/\$142/\$152/\$162
Senior Designer/Technician I - III .....	\$172/\$179/\$186
GIS Technical Specialist.....	\$167
Senior GIS Technical Specialist .....	\$178
Associate Engineer I - III .....	\$140/\$150/\$160
Engineer I - IV .....	\$178/\$183/\$188/\$193
Senior Engineer I - III .....	\$210/\$218/\$225
Director .....	\$228
Principal Engineer/Consulting Engineer .....	\$255
Principal.....	\$280

**Support Services:**

Office Assistant .....	\$120
Project Assistant I - III.....	\$130/\$135/\$145

**\*Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

**Right to Revisions:**

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

**Additional Professional Services:**

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

**Direct Expenses:**

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

**Invoicing and Interest Charges:**

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

**Exhibit B**  
**Terms and Conditions**  
**Wallace Group Proposal No. PP25-8432**  
**Contract Agreement Date: April 10, 2025**

**CLIENT:**           **SAN ANTONIO BASIN GSA**  
1005 South Broadway, Santa Maria, California 93454

**CONSULTANT:**   **WALLACE GROUP, A CALIFORNIA CORPORATION**  
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

**ARTICLE 1. GENERAL PROVISIONS**

**1.1 Preamble**

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

**1.2 Governing Law and Jurisdiction**

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Santa Barbara County, CA.

**1.3 Precedence of Conditions**

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

**1.4 Standard of Care**

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**1.5 Corporate Protection**

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

**1.6 Confidentiality**

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

**1.7 Third-Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

### **1.8 Timeliness of Performance**

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

### **1.9 Severability**

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

### **1.10 Survival**

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

### **1.11 Statutes of Repose and Limitation**

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

### **1.12 Defects in Service**

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

### **1.13 Jobsite Safety**

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

### **1.14 Assignment: Subcontracting**

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

### **1.15 Force Majeure**

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

### **1.16 Disputes**

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

### **1.17 Services by CLIENT**

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The

CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

### **1.18 Retention**

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

## **ARTICLE 2. DEFINITIONS**

### **2.1 Burdened Labor Costs**

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

### **2.2 Direct Expenses**

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

## **ARTICLE 3. COMPENSATION**

### **3.1 Payment Due**

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

### **3.2 Interest**

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

### **3.3 Collection Costs**

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

### **3.4 Termination or Suspension of Services**

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

### **3.5 Retention Discounts**

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

### **3.6 Satisfaction with Services**

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

### **3.7 Disputed Invoices**

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

### **3.8 Payments to the CONSULTANT**

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

### **3.9 Advance Payment: Withholding Work Product**

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

## **ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS**

### **4.1 Definitions**

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

### **4.2 Services During Construction**

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

### **4.3 Soil Testing**

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

### **4.4 Opinion of Probable Construction Costs**

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

### **4.5 Additional Services**

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

## **ARTICLE 5. TERMINATION OF AGREEMENT**

### **5.1 Due to Default**

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

### **5.2 Without Cause**

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

### **5.3 Termination Adjustment: Payment**

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

## **ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY**

### **6.1 Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. CONSULTANT retains a current professional liability insurance policy that covers the licensed professional in responsible charge of the services provided under this contract.

### **6.2 Contractor and Subcontractor Claims**

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### **6.3 Warranty**

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

### **6.4 Interpretation**

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

### **6.5 Delays**

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

## **ARTICLE 7. HAZARDOUS WASTE MATERIALS**

### **7.1 Liability**

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would

pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

## **ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS**

### **8.1 CONSULTANT Ownership**

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

### **8.2 Document Reuse**

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

### **8.3 Electronic Media Alteration and Reuse**

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

## **ARTICLE 9. CONDOMINIUM PROJECTS**

### **9.1 Condominium Conversion**

The CLIENT does not now expect this project will be converted into condominiums. Because this project will not be designed for condominium ownership, the CLIENT agrees that if, the CLIENT decides to convert the project into condominiums in the future, the CLIENT will, to the fullest extent permitted by law, indemnify and hold harmless the CONSULTANT, its officers, directors, employees, and sub-consultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys fees and defense costs, arising out of or in any way connected with the conversion to condominium ownership, except for the sole negligence or willful misconduct of the CONSULTANT.





## SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY

May 5, 2025

Landowner Name

Address

City, State, Zip

**Subject: Adoption of Ordinance 25-001 Requiring Well Meter Installation and Groundwater Extraction Reporting Meter Installation(s) and Compliance Form(s) Due by April 1, 2026**

On April 17, 2025, Ordinance 25-001 took effect requiring all well owners/operators within the San Antonio Creek Valley Basin (Basin) to install a flow meter with a visual, volume-recording totalizer on their wells, submit documentation of compliance by April 1, 2026, and report monthly groundwater extraction readings to the SABGSA on a twice-a-year basis. De minimis extractors – defined as those who extract two acre-feet or less per year solely for domestic purposes – are exempt from metering and reporting requirements. Ordinance 25-001 also outlines a pathway to exemption for inactive and abandoned wells provided all of the SABGSA's criteria are met.

You are receiving this letter because the SABGSA's available records indicate that you have one or more well(s) located on property that you own or you have been designated as an "operator" of a well under SABGSA's well registration program. For reference, a list of wells on your property registered with the SABGSA (or for which you are the designated "operator") is enclosed along with a summary of SABGSA's Metering and Groundwater Extraction Reporting Program requirements and compliance deadlines. A copy of the Ordinance, SABGSA reporting forms, and a list of frequently asked questions can be found at <https://sanantoniobasingsa.org/metering-program/>.

### Flow Meters Requirements - Installation by April 1, 2026

The SABGSA is providing Basin landowners/well operators nearly one year to comply with Ordinance 25-001. Basin landowners/well operators have the flexibility to select the specific type of flow meter for their wells based on production capacity, budget, and other factors provided the following requirements set forth in the Ordinance are met. Existing meters are subject to the same requirements.

- Flow meter must be equipped with a direct reading rate-of-flow indicator showing instantaneous flow in gallons per minute or a sweep hand indicator for which rate-of-flow can be determined by timing.
- Flow meter must be equipped with a visual, volume-recording totalizer recorded in gallons, cubic feet, or acre-feet.
- Prior to installation, the flow meter must be calibrated within an accuracy level of +/- 5% by volume.
- The flow meter must be installed, operated, and maintained to the manufacturer's specifications, instructions, and recommendations.
- It is at the discretion of Basin landowners to select a qualified individual to install the flow meter. Assistance from a qualified professional in flow meter selection and installation is recommended by SABGSA to ensure proper installation and accuracy of future flow measurements.

The SABGSA is working to position you, neighboring landowners, and all groundwater users to achieve groundwater sustainability together as mandated by California's Sustainable Groundwater Management Act. With the completion and approval of the San Antonio Creek Valley Basin Groundwater Sustainability Plan (GSP), the SABGSA is now turning to implementation strategies. The Well Registration and Metering Program, identified as a Tier 1 Management Action in the GSP, fills critical data gaps and is an essential precursor to the implementation of other projects and management actions vital to achieving sustainability. Thank you for your cooperation with this important endeavor. Please reach out with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Bertoux".

Stephanie Bertoux, Executive Director



## SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY

**ABC Vineyards**  
**C/O Landowner Name**  
**1234 Main Street**  
**Los Alamos, CA 93440**

### Attachment: Well Registration Data on File with SABGSA

If the information below is incorrect, please contact the SABGSA at: [admin@sanantoniobasingsa.org](mailto:admin@sanantoniobasingsa.org)

APN	PARCEL ADDRESS	TYPE	WATER USE	STATUS	METER REPORTED
xxx-xxx-xxx	1234 Main Street	Ag/Irrigation	More Than 2 AFY	Active	
xxx-xxx-xxx	1234 Hwy 135	Domestic	Less Than 2 AFY	Active	
xxx-xxx-xxx	1234 Bell Street	Ag/Irrigation	More Than 2 AFY	Active	
xxx-xxx-xxx	1234 Bell Street	Ag/Irrigation	N/A	Inactive	
xxx-xxx-xxx	1234 Cat Cyn	Domestic	Less Than 2 AFY	Active	
xxx-xxx-xxx	1234 Cat Cyn	Ag/Livestock Watering	More Than 2 AFY	Active	
xxx-xxx-xxx	1234 Cat Cyn	Ag/Irrigation	More Than 2 AFY	Abandoned	

# SABGSA Metering Program Compliance Summary

Learn More at <https://sanantoniobasingsa.org/metering-program/>

## Active Well

### DEFINITION

#### Active Well:

All active non-de minimis wells – defined as extraction of more than 2 AFY – located within the Basin are subject to SABGSA metering and reporting requirements outlined in Ordinance 25-001.

De minimis wells – defined as extraction of less than 2 AFY for domestic purposes only – are exempt from SABGSA metering and reporting requirements.

### METER REQUIREMENTS - NEW + EXISTING

#### April 1, 2026 Deadline:

1. Install a flow meter equipped with:
  - a. Either a direct-reading rate-of-flow indicator showing instantaneous flow in gallons per minute or a sweep hand indicator for which rate-of-flow can be determined by timing.
  - b. Visual, volume-recording totalizer recorded in gallons, cubic feet, or acre-feet.
2. Flow meter must be calibrated to  $\pm 5\%$  accuracy level prior to installation.
3. **Submit SABGSA Meter Installation & Calibration Compliance Form**

## Inactive Well

### DEFINITION

#### Well Must Meet All Criteria:

1. Has NOT produced groundwater for a period of 1 year or more
2. Maintained in a condition that demonstrates Intention of Future Use:
  - a. No well defects that impair water quality.
  - b. Watertight cover (if pump removed) to prevent the entrance of debris or contamination.
  - c. The well is clearly marked.
  - d. The area surrounding the well is maintained clear of brush or debris.

### DOCUMENT + COMPLIANCE

#### April 1, 2026 Deadline:

#### 1. **Submit SABGSA Inactive Well: Intention of Future Use Form**

While Inactive: No meter installation or SABGSA Meter Installation & Calibration Compliance Form are required, but must maintain compliance with above criteria.

If Well Becomes Active: Prior to re-commencing extraction, a flow meter must be installed and SABGSA Meter Installation & Calibration Compliance Form must be submitted.

## Abandoned Well

### DEFINITION

#### Well Must Meet All Criteria:

1. Has NOT produced groundwater for a period of 1 year or more
2. Has NOT been maintained in a condition that demonstrates Intention of Future Use

### DOCUMENT + DESTROY

#### April 1, 2026 Deadline:

1. Well destroyed under permit from the County of Santa Barbara
2. **Submit SABGSA Verification of Well Abandonment Form**
3. No meter installation required



# SABGSA Metering Program Compliance Summary

Learn More at <https://sanantoniobasingsa.org/metering-program/>

## Active Well

### MONTHLY READINGS

**April 1, 2026**

#### **Begin Monthly Meter Readings**

Record/document meter readings between the 1st and 5th day of EACH month.

#### **Reporting Period #1:**

- April 2026
- May 2026
- June 2026
- July 2026
- August 2026
- September 2026

#### **Reporting Period #2:**

- October 2026
- November 2026
- December 2026
- January 2027
- February 2027
- March 2027

### BI-ANNUAL REPORTING

**November 1, 2026**

#### **Submit SABGSA Groundwater Extraction Reporting Form**

Period #1 (April - Sept 2026)

**May 1, 2027**

#### **Submit SABGSA Groundwater Extraction Reporting Form**

Period #2 (Oct 2026- Mar 2027)

## Inactive Well

### REPORTING

**November 1, 2026**

1. **Submit SABGSA Inactive Well: Intention of Future Use Form**

**Annually on November 1**

1. **Submit SABGSA Inactive Well: Intention of Future Use Form**

## Abandoned Well

### REPORTING

**None**

