

## **RESOLUTION OF THE BOARD OF DIRECTORS**

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

#### **RESOLUTION NO. 25-002**

#### **A RESOLUTION OF THE SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY APPROVING AN APPEAL FORM AND RELATED FEE AND DEPOSIT AGREEMENT**

**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 through Ordinance No. 25-001 establishing metering and groundwater extraction reporting requirements;

**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**, the Section 11 of the Regulations establishes procedural requirements and a process for persons subject to the Regulations to appeal decisions under the Regulations to the SABGSA Board of Directors (“Board”) for review and actions;

**WHEREAS**, to process an appeal, SABGSA staff and consultants will need to expend SABGSA resources to review the appeal form and related materials to evaluate the contents of an appeal, including, but not limited to, any technical, legal or administrative issues raised, to assess the merits of the appeal;

**WHEREAS**, as contemplated in Section 11 of the Regulations, the SABGSA seeks to establish fee(s) and deposit(s) to cover the SABGSA’s reasonable costs to process and act on an appeal (“Appeal Fee”);

**WHEREAS**, the SABGSA has the authority to impose fees on other regulated activity to fund the costs of a groundwater sustainability program pursuant to Water Code section 10730 and other applicable law;

**WHEREAS**, the SABGSA published a proposed Appeal Form, Appeal Fee and Deposit Agreement, and Rate Schedule on April 11, 2025, and attached hereto as Attachment 1, containing the data upon which the SABGSA’s proposed Appeal Fee is based and, as required by Water Code Section 10730 and other applicable law, provided notice of this report to interested parties and the public;

**WHEREAS**, the Appeal Form and attached Rate Schedule contains a summary of the work and hourly fees for the SABGSA staff and consultants to review an appeal application to establish the bases for the Appeal Fee and the deposit amount for an appeal, provided that SABGSA staff and consultants shall only charge the actual costs for the time expending on processing an appeal;

**WHEREAS**, the SABGSA’s Board of Directors held a noticed public meeting on April 15, 2025, regarding the Appeal Fee, at which the Board of Directors accepted oral and written presentations on said fee;

**WHEREAS**, the SABGSA’s Board of Directors finds that the proposed Appeal Fee is a reasonable regulatory fee based on the SABGSA’s costs to process an appeal under Section 11 of the Regulations, bears a fair or reasonable relationship to the payor’s burdens on or benefits received from appeal, is no more than necessary to cover the SABGSA’s reasonable regulatory costs to implement said policy and therefore complies with the requirements of the California Constitution, including Article XIII C, section 1, subdivision (e)(3), and state law, including Water Code Section 10730(a); and

**WHEREAS**, adoption of this resolution is exempt from the California Environmental Quality Act (“CEQA”) Guidelines Sections 15273 and 15378(b)(5) and Public Resources Code Section 21080(b)(8)(A) and (B), in that the fees shall be used for reimbursement for staff and consultants time and costs associated with processing an appeal.

**THEREFORE, BE IT RESOLVED** by the Board of Directors of the SABGSA, as follows:

- 1. Incorporation of Recitals.** All the recitals in this Resolution are true and correct and incorporated herein by this reference.
- 2. Findings.** Based on substantial evidence in the record, the SABGSA’s Board of Directors makes the following findings: The amount of the Appeal Fee (a) is no more than necessary to cover the SABGSA’s reasonable costs processing an appeal in accordance with Section 11 of the Regulations, as authorized by Water Code Section 10730; (b) bears a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the SABGSA’s processing of an appeal; (c) does not exceed the costs for the SABGSA to implement Section 11 of the Regulations; and (d) shall not be used for any other purpose.
- 3. Fee.** The fees to process an appeal are established in accordance with the Rate Schedule, attached hereto as the final page of Attachment 1.
- 4. Deposit.** An initial deposit in the amount of four thousand five hundred dollars (\$4,500.00) (“Initial Deposit”) shall be submitted for any appeal and the deposit shall be spent and supplemented based on the hourly rates as set forth and in accordance with the Fee and Deposit Agreement described in Section 5 of this Resolution. The Initial Deposit amount reflects the SABGSA’s anticipated costs to process an appeal.
- 5. Appeal Form and Fee and Deposit Agreement.** The SABGSA Board of Director’s hereby approves the Appeal Form and Appeal Fee and Deposit Agreement, Resolution as Attachment 1, to establish the Appeal Form rights and obligations of the parties for the purposes of implementing the Appeal Fee.
- 6. Administrative Authorization.** The SABGSA Executive Director shall have the authority to take other such actions as may be necessary and appropriate to implement the intent of this Resolution.
- 7. Severability.** If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions of this resolution. The SABGSA Board of Directors hereby declares that it would have passed and adopted this resolution, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.
- 8. Effective Date.** This Resolution shall take effect immediately upon passage and adoption and terminate only upon rescission by the Board of Directors.

**WE, THE UNDERSIGNED**, do hereby certify that the above and foregoing Resolution No. 25-002 was duly adopted and passed by the Board of Directors of the San Antonio Basin Groundwater Sustainability SABGSA at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_, Board Chair  
San Antonio Basin Groundwater Sustainability Agency

ATTEST:

\_\_\_\_\_, Secretary  
San Antonio Basin Groundwater Sustainability Agency

**ATTACHMENT 1**

**Appeal Form  
Fee and Deposit Agreement (Attachment A)  
Rate Schedule (Exhibit A)**



## SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY

### 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

## Attachment A

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@sanantoniobasingsa.org](mailto:admin@sanantoniobasingsa.org). For the Appellant, notices shall be delivered to the

## **Attachment A**

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**

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**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

**Attachment A**

**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>