



**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS
HELD JANUARY 8, 2024**

At approximately 1:00 p.m. on January 8, 2024, at the KDWCD, 2975 N. Farmersville Blvd., Farmersville California, Vice-Chairman Chris Tantau of the Greater Kaweah GSA called to order a meeting of the Board of Directors of the Greater Kaweah Groundwater Sustainability Agency Joint Powers Authority (“GKGSA”).

Directors	Pete Vander Poel Paul Boyer Chris Tantau Stephen Johnson Brian Watte	Eric Shannon Ernie Taylor Clinton Church Joe Cardoza
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Directors Absent:	None
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Also Present:	Mark Larsen Shawn Corley Aubrey Mauritson David De Groot Blake Mauritson Dennis Mills John Gailey Andrew Hart Collin Fernandes Shane Smith Don Tucker Geoff Vanden Heuvel James Silva	Craig Wallace Rachel Glauser Steve Jackson Jason Linman Dusty Farrence Jasmin Ramirez Michela Costa Linda Gill Joel Kimmelshue Chris Hunter Jonathan Vaughn Eric Grenadaus Lisa McKewen
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PUBLIC COMMENT

Vice-Chairman Tantau opened the meeting for public comment. No public comment was presented.

GOVERNING BOARD OFFICERS APPOINTMENTS

General Manager Larsen provided the Board with a status report on the current appointments.

Welcome New Director Clinton Church Representing Lakeside Irrigation Water District

Vice-Chairman Tantau welcomed new Director Clinton Church, representing Lakeside Irrigation District.

Director Church introduced himself and was welcomed by the Board.

Consider Appointment of Agency Chair, Vice-Chair and Secretary

Director Watte moved, and Director seconded to appoint Chris Tantau as Chairman, Steven Johnson as Vice-Chairman, and Mark Larsen as Secretary. Director Shannon seconded, and the motion was unanimously approved.

CORRESPONDENCE AND ANNOUNCEMENTS

Miscellaneous Items

General Manager Larsen advised that there was no report.

Greater Kaweah New Website

General Manager Larsen provided a report. Program Coordinator Stephanie Ruiz provided a report on the new website and provided an overview to the Board.

Greater Kaweah Year End Summary

General Manager Larsen referred the Board to Agenda Item #4c, a copy of a sample Year End Summary, which is attached hereto and incorporated by reference. Program Coordinator Ruiz provided a report on the Summary.

Discussion ensued.

Greater Kaweah Open House, January 19, 2024, 9:00 – 12:00 PM

The Open House will be held on January 19, 2024 from 9:00 a.m. to 12:00 p.m. Program Coordinator Ruiz provided a report on last month's open house. She advised that the Kaweah Water Foundation presented during the event. Ms. Ruiz also reported that Scott Steinbeck, developer of the Dashboard, will present on January 19, 2024, as will NRCS. Attached hereto and incorporated by reference as Agenda Item #4d is a copy of the notice.

General Manager Larsen advised that Joel Kimmelshue from Land IQ will present in February.

Discussion ensued.

CONSENT CALENDAR

Consider Approval of Minutes for the December 11, 2023, Board Meeting

General Manager Larsen referred the Board to Agenda Item #5a, a copy of the minutes, which are attached hereto and incorporated by reference.

Director Watte moved and Director Shannon seconded to approve Item #5a.

Discussion ensued.

The board unanimously approved the motion.

NON-DISCLOSURE AGREEMENT

Consider Approval of California Water Service Company NDA

General Manager Larsen referred the Board to Agenda Item #6a, a copy of the California Water Service Company NDA. Mr. Larsen recommended approval, with a couple of corrections: (1) missing in the title were the full five entities; and (2) the agreement does not mention the effect of the California Public Records Act or the Brown Act.

Discussion ensued.

Director Vander Poel moved to approve execution of the NDA, subject to final approval by legal counsel and the General Manager.

Discussion ensued.

Director Shannon seconded the motion, and the Board unanimously approved. Director Johnson abstained from participation.

KAWEAH SUBBASIN GROUNDWATER SUSTAINABILITY PLANS

Update on State Board Staff Direction

General Manager Larsen provided an update on the State Board. Mr. Larsen advised that a State Board meeting was held on December 19th, where staff presented an updated schedule for probationary hearings. Mr. Larsen advised that the State Board did not take any action, and that staff provided an update on how long it would take to review and revised GSP. Generally, it will take staff three months to review a GSP; however, an additional month will likely be needed for each additional GSP within a given subbasin.

Mr. Larsen noted that there was also discussion at the meeting of a “good actor clause,” and that the clause represents a narrow possibility. Mr. Larsen advised that State Board staff is in the process of developing a guidance document concerning the amended GSPs. The big question at present is when the document will be released.

Discussion ensued.

Mr. Larsen reiterated that there was no indication of when the guidance document would be released. Additionally, a new schedule has been circulated, under which, Tulare Lake will be heard in April of 2024, Tule in September of 2024, and Kaweah in November of 2024.

Attached hereto and incorporated by reference as Agenda Item #7a is a copy of the draft Kaweah Subbasin 2024 Schedule update towards a revised GSP.

Discussion ensued.

Public comment was received from Geoff Vanden Heuvel.

Public comment was received from Craig Hornig.

Discussion ensued.

Status on Subbasin Technical Work (Sustainable Management Criteria for Water Levels and Subsidence)

Don Tucker from 4Creeks provided an update. Attached hereto and incorporated by reference as Agenda Item #7b is a copy of his PowerPoint presentation update.

Discussion ensued.

Public comment was received from Dennis Mills.

Discussion ensued.

Tom Harder of Harder & Co. provided a status report on land subsidence.

Update on Subbasin and Greater Well Mitigation

General Manager Larsen provided a report. Mr. Larsen advised that there have been many positive discussions with Self-Help Enterprises.

Status Report on Process of Addressing GSP Deficiencies with the State Board

General Manager Larsen provided a report on efforts with the State Board. He advised that there was not much more to add to the matters already discussed. Mr. Larsen noted that the process appears to be headed in the right direction, but that the timeline will be very tight.

Dave De Groot of 4Creeks also provided a report. He advised that the goal is to submit a revised GSP well in advance of a potential probationary hearing in Nov 2024.

General Manager Larsen reported that GKGSA staff is in constant communication with State Board staff, in the hopes of expediting review of the revised plans.

Public comment was received from Johnny Gailey.

Public comment was received from Dennis Mills.

Discussion ensued.

RULES AND REGULATIONS

Status Report

General Manager Larsen provided a report.

Dave De Groot provided a report on the precipitation component of Sustainable Yield allocation.

Discussion ensued.

GSA REPORTS AND COMMITTEE DISCUSSION

Combined Rural Communities & Stakeholder Committees

December 25, 2023 Combined Meeting - Postponed

It was noted that the December 25, 2023 combined meeting was postponed.

Next Combined Meeting January 22, 2024 at 1:30 p.m.

General Manager Larsen advised that the next combined meeting of the Rural Communities and Stakeholder Committees will be held on January 22, 2024 at 1:30 p.m.

Technical Advisory Committee

December 21, 2023, TAC Meeting – Postponed

It was noted that the December 21, 2023 TAC meeting was postponed.

Next Meeting January 18, 2024 at 1:30 p.m.

General Manager Larsen advised that the next meeting of the Technical Advisory Committee is not currently scheduled.

Kaweah Subbasin Management

Grants

General Manager Larsen advised that there were no matters to report.

LandIQ/Dashboard

General Manager Larsen advised that Joel Kimmel of Land IQ will present at GKGSA's February open house.

Public comment from Johnny Gailey.

Kaweah Subbasin Management Team – January 24, 2024

General Manager Larsen advised that the next meeting of the Kaweah Subbasin Management Team will be held on January 24, 2024.

NEXT MEETING DATE

Scheduled Meeting Monday, February 12, 2024 at 1:00 P.M.

Chairman Tantau announced the next meeting of the Groundwater Sustainability Agency will commence on Monday, February 12, 2024, at 1:00 p.m.

ADJOURNMENT

As there was no further business to come before the Board of Directors, the meeting was concluded.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

[Government Code Section 54956.9(d)(2)]

Number of Potential Cases: Two

The Board of Directors, while in closed session pursuant to Government Code Section 54956.9(d)(2), met with General Counsel Aubrey Mauritson regarding two potential items of anticipated litigation.

CLOSED SESSION ITEMS

Report Action Taken in Closed Session Required by Government Code 54957.1

The Board of Directors returned to open session. Chairman Tantau advised that there was no reportable action.

Mark Larsen, Secretary



February 8, 2024

Greater Kaweah Groundwater Sustainability Agency

Attn: Mark Larsen

2975 Farmersville Road

Farmersville, CA 93257

Subject: Proposal for Greater Kaweah GSA Administration Support Services

Dear Mr. Larsen,

4Creeks is pleased to provide the proposal for consideration by the Greater Kaweah Groundwater Sustainability Agency (GKGSA) for assisting with administrative tasks.

Our staff is made up of a unique combination of individuals that have experience and understanding of the GKGSA's operations and policies, as well as prior experience with providing administrative services for similar programs.

4Creeks has developed a scope of work and estimated time and materials fee, based on the attached fee schedule, enclosed as **Exhibit A**.

Thank you for the opportunity for 4Creeks to continue working with Greater Kaweah GSA. If you have any questions, I would be happy to assist you.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Tucker".

Don Tucker - Water Department Manager

4Creeks, Inc.

Enclosed:

Exhibit A – Scope of Work

Exhibit B – 4Creeks Fee Schedule



Exhibit A

Scope of Work

On-call Landowner Support Services

Provide Support Services for GKGSA Landowners including the following tasks:

1. Assisting landowners with Water Dashboard Management, subject to the most current adopted GKGSA Rules & regulations, including but not limited to:
 - a. Initial Account Setup
 - b. Understanding Statements and Invoices
 - c. Parcel & Field Management
 - d. Allocations and consumption of credits
 - e. Appeal Requests
2. Coordinating with GKGSA staff and consultants (technical, policy, programming).
3. Attend GKGSA meetings and Landowner outreach activities as needed.

The above-described Task 1 services will be provided on a **Time and Materials** basis, estimated at **\$74,175** annually, based on the attached fee schedule.

Concurrence

Please sign the concurrence form below If you agree to initiate the work included in the proposal. If you would like further clarification on the amount listed or services provided, please contact – don.tucker@4-creeks.com or accounting@4-creeks.com

Concurrence Form



Don Tucker - 4Creeks, Inc.

Date



Mark Larsen - General Manager, GKGSA

2/8/2024

Date



Exhibit A - Cost Estimate for GKGSA Administrative Support Services

Task	Description	Water Consult.	Project Tech. III	Project Tech. II	Project Tech. I	Total Labor	Expenses	Total Cost
		\$ 135	\$ 105	\$ 95	\$ 85			

1 - Landowner Water Dashboard Support Services

	Assisting landowners with Water Dashboard Management, subject to the most current adopted GKGSA Rules & regulations	25	160	120	120	\$ 41,775		\$ 41,775
		Task 1 Total				\$ 41,775	\$ -	\$ 41,775

2 - Coordination with GKGSA Staff and Consultants

	Coordination with GKGSA staff & Consultants on landowner account issues	40	80	60	60	\$ 24,600		\$ 24,600
		Task 2 Total				\$ 24,600	\$ -	\$ 24,600

3 - Attend GKGSA Meetings & Assist with Landowner Outreach Activities

	Attend board & committee meetings on an as needed basis. Assist with landowner outreach including mailers and attending outreach events.		40	20	20	\$ 7,800		\$ 7,800
		Task 3 Total				\$ 7,800	\$ -	\$ 7,800

Total Cost Estimate \$ 74,175 \$ - \$ 74,175

Exhibit B

Effective May 1, 2022 – Amended (8/01/2023)



4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Multi-Year contracts are subject to any subsequent changes in these rates. Fee schedules for the various billing categories are:

Classification	Charges Per Hour	Classification	Charges Per Hour
Civil Engineering Services		Architectural Services	
Associate Engineer	\$125	Associate Architect**	\$130
Engineer	\$145	Architect	\$145
Senior Engineer	\$175	Senior Architect**	\$175
Principal Engineer	\$200		
Planning Services		Construction Inspection (Non-Prevailing Wage)	
Assistant Planner	\$90	Associate Construction Inspector	\$110
Associate Planner**	\$105	Construction Inspector	\$130
Planner	\$135	Senior Construction Inspector	\$150
Senior Planner	\$165		
Principal Planner	\$185	Construction Management	
Structural Engineering Services		Associate Construction Manager	\$125
Associate Structural Engineer	\$145	Construction Manager	\$145
Structural Engineer	\$160	Senior Construction Manager	\$175
Senior Structural Engineer	\$180	Project Manager/Coordinator**	
GIS Services		Associate Project Manager/Coordinator	\$120
Associate GIS Technician	\$90	Project Manager/Coordinator	\$140
GIS Technician	\$100	Senior Project Manager/Coordinator	\$175
Senior GIS Technician	\$120	Technical Services	
Utility Design Services		Project Technician I	\$85
Associate Designer	\$105	Project Technician II	\$95
Designer	\$130	Project Technician III	\$105
Senior Designer	\$160	Project Technician IV	\$120
Land Surveying Services		Public Outreach Coordination	
Assistant Surveyor	\$110	Associate Outreach Coordinator	\$105
Land Surveyor	\$135	Outreach Coordinator	\$125
Senior Surveyor	\$155	Water Consulting Services	
Principal Land Surveyor	\$180	Associate Water Consultant	\$115
1-Man Survey Crew *	\$150	Water Consultant	\$135
2-Man Survey Crew *	\$220	Senior Water Consultant	\$165
3-Man Survey Crew*	\$275	Executive Staff	
Drone Pilot	\$155	Associate Executive	\$120
Software Engineering Services		Executive	\$145
Assistant Software Engineer	\$75	Senior Executive	\$165
Associate Software Engineer	\$90	Expert Witness	
Software Engineer	\$135	Expert Witness	\$300
Senior Software Engineer	\$185		

Direct Charges

At cost plus fifteen percent (15%):

- Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)
- Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.80 per sq. ft. large printing
- Equipment rentals, subcontractors, laboratory analyses
- Website Hosting Fees: \$15/mo. | \$150/annual

*Prevailing wage rates by separate schedule – Varies by County

**Amended Rates

BYLAWS
GREATER KAWEAH GROUNDWATER SUSTAINABILITY AGENCY

Adopted September 11, 2017

Amended [date]

PREAMBLE

These Bylaws are adopted and effective as of ~~September 11, 2017~~ February 12, 2024, pursuant to the Greater Kaweah Groundwater Sustainability Agency Joint Powers Authority Agreement (“Agreement”).

ARTICLE 1. THE AGENCY

1.1. *Name of Agency.* The name of the agency created by the Agreement shall be the Greater Kaweah Groundwater Sustainability Agency Joint Powers Authority (“Authority”).

1.2. *Office of Agency.* The principal office of the Authority shall be Kaweah Delta Water Conservation District, 2975 N. Farmersville Blvd, Farmersville, CA 93223, or at such other location as the Board may designate by resolution.

ARTICLE 2. BOARD OF DIRECTORS

2.1. *Board of Directors.* The Authority shall be governed by a Board of Directors (the “Board”). Pursuant to Section 3.01(a) of the Agreement, the Board shall consist of nine (9) Directors as follows: two elected members of the governing body of KDWCD; one elected member of the governing body of each Member entity, other than KDWCD; a representative of California Water Service Company; a representative of the Stakeholder Committee; and a representative of the Rural Communities Committee. Pursuant to Section 3.01(b) of the Agreement, nine (9) Alternate Directors shall be appointed in the same manner as the Directors. The Directors shall serve for a term at the pleasure of their appointing bodies.

2.2. *Procedure for Appointment of Director and Alternate Director from the Rural Communities Committee and Stakeholder Committee, and Term.* The Rural Communities Committee and Stakeholder Committee (Committee) shall nominate two representatives from board-approved committee members to serve as a Director and Alternate Director on the Board. The Board will receive and consider the recommendations, and then appoint two representatives from the Committee to serve as Director and Alternate Director. Pursuant to Section 3.07 of the Agreement, the term of office for each representative from the Committee shall be four (4) years.

2.3. *Procedure for Appointment of Director from Cal Water.* Cal Water shall nominate two representatives to serve as Director and Alternate Director on the Board. The Board will then appoint two representatives from Cal Water to serve as a Director and Alternate Director on the Board.

2.4. *Vacancies.* Any vacancy in any Director or Alternate Director seat because of death, resignation, removal, disqualification, or any other cause will be filled for the balance of the vacated term in the manner prescribed in these Bylaws or Agreement for regular appointment to that seat; provided, however, that such vacancies may be filled at any regular or special meeting of the Board.

~~2.5.—*Terms of Office.* Pursuant to Section 3.07 of the Agreement, the term of office for the Directors and Alternate Directors representing Lakeside Irrigation Water District, Kings County Water District, St. Johns Water District, and Cal Water shall be four (4) years. The Directors and Alternate Directors for said seats shall be appointed at the first meeting of the Board after January 1, every four (4) years, with the next appointment to occur at the first Board meeting after January 1, 2020. For the purpose of providing staggered terms of office, the initial term of the Directors and Alternate Directors for the County, KDWCD, the Stakeholder Committee, and the Rural Communities Committee shall be for a period of two (2) years. Thereafter, the term of office for each aforementioned Director and Alternate Director shall be four (4) years. The Directors and Alternate Directors for said seats shall next be appointed at the first Board meeting after January 1, 2018. Thereafter, the Directors and Alternates for said seats shall be appointed every four (4) years at the first Board meeting after January 1.~~

2.6.2.5. *Quorum.* Pursuant to Section 3.05 of the Agreement, a quorum of the Board for convening any meeting shall consist of a majority of all Directors, or in the absence of a Director, such Director's alternate. A quorum of the Board must be present at the time of any vote on any matter before the Board. An affirmative vote of at least a majority of all Directors, or designated alternate Director, present in a quorum of the Board, shall be required for any action of the Board. Notwithstanding the foregoing, approval of certain types of matters shall require the approval of two-thirds of the Directors of the Board. The items requiring approval of two-thirds of the Directors of the Board are agenda items related to budgets, assessments, litigation, the hiring or termination of the chief executive officer, the adoption of the GSP, the addition of new Members, the termination of Members or Cal Water, and amendments of this Agreement. Directors representing a Member who is delinquent in any past or present monetary contributions may be asked to abstain from voting on all matters.

ARTICLE 3. BOARD MEETINGS

3.1.*Meetings.* The Board's regular meeting schedule shall be the second Monday of each month at 1:00 P.M. at the Agency's principal office, or at such other time as the Board may designate by resolution. Special meetings of the Board may be called by the Chairman or any Director upon written request.

ARTICLE 4. OFFICERS

4.1. *Officers.* The Officers of the Authority are the Chair, Vice-Chair, and Secretary, pursuant to Article V of the Agreement. Only Directors representing Members of the Agreement are eligible to serve as Chair or Vice-Chair.

4.2. *Election of Officers.* At the first meeting of the Board after January 1 each year, nominations for the Officers will be made and seconded by a Director. If more than two (2) Directors are nominated for any one office, voting shall occur until a nominee receives a majority of the votes cast.

4.3. *Removal of Elected Officers.* An officer may be removed, with or without cause, by a majority vote of the Board at a regular or special meeting.

4.4. *Vacancies.* Any vacancy in the offices because of death, resignation, removal, disqualification, or any other cause will be filled for the balance of the vacated term in the manner prescribed in these Bylaws or Agreement for regular appointments to that office; provided, however, that such vacancies may be filled at any regular or special meeting of the Board.

4.5. *Resignation of Officers.* Any Officer may resign at any time by giving written notice to the Board Chair or Secretary. Any resignation takes effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation is not necessary to make it effective.

4.6. *Responsibilities of Officers.* The responsibilities of the Chair and Vice-Chair shall be performed as outlined in Article V of the Agreement. In addition to the duties outlined in Article V of the Agreement, the Secretary shall: 1) keep or cause to be kept, at the principal executive office of the Agency, a book of minutes of all meetings and actions of Directors and Committees of the Agency; 2) Prepare, give, or cause to be given, notice of, and agendas for, all meetings of the Board and committees of the Agency; and 3) exercise and perform such other powers and perform such other duties as may be assigned to him/her by the Board.

ARTICLE 5. BOARD ADVISORY COMMITTEES

5.1. *Board Advisory Committees.* The Board may establish temporary or permanent advisory committees. Through its Agreement, the Board has established three standing advisory committees: the Rural Communities Committee; the Stakeholder Committee; ~~and~~ the Technical Advisory Committee, and the Executive Committee. The purpose of the advisory committees is to provide input, recommendations, and feedback to the Board on specific issues. The Board will seek input, recommendations, and feedback from the advisory committees as needed. All standing committee meetings shall be subject to the Ralph M. Brown Act. Temporary or *ad hoc* committees will be subject to the Ralph M. Brown Act if so required by law. No committee member shall be appointed to serve on more than one committee other than appointed board members.

5.2. *Agenda & Meeting Minutes.* The Secretary of the Authority as identified in Section 4.1 of these Bylaws shall prepare all agendas, agenda packets, and minutes of any committee meetings to ensure compliance with all applicable legal requirements, including but not limited to, the Ralph M. Brown Act.

5.3. *Rural Communities Committee.*

- 5.3.1. *Purpose.* The purpose of the [Rural Communities Committee \(“RCC”](#)) is to provide advice to the Board on matters related to SGMA, and specifically to represent interests related to public water systems, municipal well operators and local land use planning agencies regarding such advice. The RCC is advisory in nature and has no authority to approve, deny, or require modifications to any matter or project under the committee’s consideration.
- 5.3.2. *Chair and Vice-Chair.* The Board shall appoint one Director or Alternate Director to be a non-voting member of and the Chair of the RCC. The Board shall also appoint one Director or Alternate Director to be a non-voting member of and the Vice-Chair of the RCC. No meetings of the RCC shall take place without the presence of the Chair or Vice-Chair.
- 5.3.3. *Members.* To qualify, a committee member must be a representative of a public water system as defined in California Health & Safety Code §116275, including but not limited to, cities, public utility districts, and community service districts, located within the boundaries of the Authority. All members must be elected officials of the entity they represent. Potential members shall submit an application to the Board, which identifies a representative, and the Board shall after consideration of all applications received appoint representatives to the RCC. At any time during the member’s term should the member no longer be an elected official of the public water system, the member shall be deemed automatically withdrawn from the RCC. Committee members shall serve a term of four (4) years. Appointments shall occur prior to the first meeting of the Board after January 1 every four (4) years, with the next appointments to take place prior to the first Board meeting in January 2020.
- 5.3.4. *Meetings.* Regular meetings shall be held quarterly. A special meeting may be called by the Chair of the RCC, or any two members of the RCC. A quorum of the committee for convening any meeting shall consist of a simple majority of all members. An affirmative vote of at least a majority of those in attendance at the meeting shall be required for any action of the RCC.
- 5.3.5. *Attendance.* RCC members shall make every effort to attend regular meetings. Members unable to attend any meeting should contact the committee Chair or staff at least seventy-two (72) hours prior to the meeting, and shall be excused provided a valid reason is given for the failure to attend. Three consecutive unannounced absences, or three unannounced absences within one calendar year, shall be grounds for dismissal from the RCC, subject to the discretion of the Board.
- 5.3.6. *Voting.* Each member shall be entitled to one (1) vote.
- 5.3.7. *RCC Nomination to GSA Board of Directors.* Members shall nominate one (1) RCC member to be a director and one (1) RCC member to be an alternate director on the Board.
- 5.3.8. *RCC Board of Director and Alternate.* The appointed RCC Director and Alternate Director are responsible for representing the interests of RCC members at the Board level. The RCC Director, Alternate Director, Chair and Vice-Chair are responsible for providing regular updates to the RCC of Board activities. The RCC Director and Alternate Director are responsible for soliciting feedback at

meetings of the entire committee on matters of shared interest being brought before the Board. On certain occasions the RCC Director or Alternate Director must request to the Chair of the RCC a topic be added to the RCC's regular agenda or a special meeting to be called to discuss and seek action on the following:

- 5.3.8.1. Potential financial impacts to members by pending Board action;
or
- 5.3.8.2. Potential action by the Board which could affect district or municipal water operations.

5.4. *Stakeholder Committee.*

- 5.4.1. *Purpose.* The purpose of the Stakeholder Committee is to provide advice to the Board on matters related to SGMA, and specifically to represent interests of all beneficial uses and users of groundwater as identified in Water Code Section 10723.2, except those uses related to public water systems, municipal well operators, and local land use planning agencies. The Stakeholder Committee is advisory in nature and has no authority to approve, deny, or require modifications to any matter or project under the committee's consideration.
- 5.4.2. *Chair and Vice-Chair.* The Board shall appoint one Director or Alternate Director to be a non-voting member of and the Chair of the Stakeholder Committee. The Board shall also appoint one Director or Alternate Director to be a non-voting member of and the Vice-Chair of the Stakeholder Committee. No meetings of the Stakeholder Committee shall take place without the presence of the Chair or Vice-Chair.
- 5.4.3. *Members.* Potential members shall submit an application to the Board. The Board shall consider all applications received and then appoint eleven (11) representatives to the Stakeholder Committee. For the purpose of providing staggered terms, seats identified by an even number shall initially serve a term of two (2) years, and thereafter shall serve a term of four (4) years. Seats identified by an odd number shall serve a term of four (4) years upon appointment. Appointments shall occur prior to the first meeting of the Board after January 1 when the term has expired, with the next appointment for the seats identified by an even number to occur prior to the first Board meeting in January 2018, and the seats identified by an odd number to occur prior to the first Board meeting in January 2020.
- 5.4.4. *Meetings.* Regular meetings shall be held quarterly. A special meeting may be called by the Chair of the Stakeholder Committee, or any two members of the Stakeholder Committee. A quorum of the committee for convening any meeting shall consist of a simple majority of all members. An affirmative vote of at least a majority of those in attendance at the meeting shall be required for any action.
- 5.4.5. *Attendance.* Stakeholder Committee members shall make every effort to attend regular meetings. Members unable to attend any meeting should contact the committee Chair or staff at least seventy-two (72) hours prior to the meeting, and shall be excused provided a valid reason is given for the failure to attend. Three consecutive unannounced absences, or three unannounced absences within one

calendar year, shall be grounds for dismissal from the Stakeholder Committee, subject to the discretion of the Board.

5.4.6. *Voting.* Each member shall be entitled to one (1) vote.

5.4.7. *Nomination to GSA Board of Directors.* Members shall nominate one (1) Stakeholder Committee member to be a director and one (1) Stakeholder Committee member to be an alternate director on the Board.

5.4.8. *Stakeholder Committee Board of Director and Alternate.* The appointed Stakeholder Committee Director and Alternate Director are responsible for representing the interests of committee members at the Board level. The Stakeholder Committee Director and Alternate Director are responsible for providing regular updates to the committee of Board activities and for soliciting feedback at meetings of the entire committee on matters of shared interest being brought before the Board.

5.5. *Technical Advisory Committee.*

5.5.1. *Purpose.* The purpose of the Technical Advisory Committee (“TAC”) is to provide technical advice to the Board on matters related to SGMA. The TAC is advisory in nature and has no authority to approve, deny, or require modifications to any matter or project under the committee’s consideration.

5.5.2. *Chair and Vice-Chair.* The Board shall appoint one Director or Alternate Director to be a voting member of and the Chair of the TAC. The Board shall also appoint one Director or Alternate Director to be a voting member of and the Vice-Chair of the TAC. No meetings of the TAC shall take place without the presence of the Chair or Vice-Chair.

5.5.3. *Members.* Each Director of the Board shall be entitled to appoint one (1) technical person to be a member of the TAC. Appointed members shall remain so until the appointing Director requests the member be withdrawn or replaced.

5.5.4. *Meetings.* Regular meetings shall be held quarterly. A special meeting may be called by the Chair, or any two members of the TAC. A quorum of the committee for convening any meeting shall consist of a simple majority of all members. An affirmative vote of at least a majority of all members shall be required for any action.

5.5.5. *Voting.* Each member shall be entitled to one (1) vote.

5.6. Executive Committee

5.6.1. *Purpose.* The purpose of the Executive Committee is to provide advice to the Board on matters related to SGMA, the management of the GSA, and any issues related thereto. The Executive Committee is advisory in nature and has no authority to approve, deny, or require modifications to any matter or project under the committee’s consideration.

5.6.2. *Chair and Vice-Chair.* The Board shall appoint ~~one Director~~ the Chairman or Vice-Chairman of the Board of Directors to be a voting member of and the Chair of the Executive Committee. The Board shall also appoint one Director to be a voting member of and the Vice-Chair of the Executive Committee. No meetings of the Executive Committee shall take place without the presence of the Chair or Vice-Chair.

5.6.3. *Members.* The Board shall also appoint four (4) members who consists of technical representatives and managers of surface water entities located within the Greater Kaweah

Groundwater Sustainability Agency. Appointed members shall remain appointed at the pleasure of the Board.

5.6.4. Meetings. Regular meetings shall be held monthly. A special meeting may be called by the Chair, or any two members of the Executive Committee. A quorum of the committee for convening any meeting shall consist of a simple majority of all members. An affirmative vote of at least a majority of all members shall be required for any action.

5.5.5.5.6.5. Voting. Each member shall be entitled to one (1) vote.

ARTICLE 6. ETHICS AND CONFLICTS OF INTEREST

6.1. The Authority shall be subject to the conflict of interest rules set forth in the Political Reform Act (commencing with Section 81000 of the Government Code of the State of California) and Sections 1090, *et seq.* of the Government Code. The Authority shall adopt a conflict of interest code.

ARTICLE 7. AMENDMENT

7.1. These Bylaws may be amended from time to time by resolution of the Board duly adopted upon majority of the Board at a regular or special meeting of the Board.

ARTICLE 8. DEFINITIONS AND CONSTRUCTION

8.1. Unless specifically defined in these Bylaws, all defined terms shall have the same meaning ascribed to them in the Agreement. If any of the terms within these Bylaws conflict with any tem of the Agreement, the Agreement's terms shall prevail, and these Bylaws shall be amended to eliminate such conflict of terms.

MEMORANDUM



FROM: Mark Larsen
DATE: January 22, 2024
SUBJECT: Combined RCC & SC Summary Notes
CC:

ANNOUNCEMENTS:

The committees were updated on the new Greater website, the Year End Summaries to be mailed this week, and the Open Houses.

MINUTES:

Approved minutes.

KAWEAH SUBBASIN GROUNDWATER SUSTAINABILITY PLANS:

Reviewed status and direction addressing Incomplete Determination. Reviewed the Subbasin work being performed by the GSAs' technical consultants, and the upcoming meeting with State Board Staff.

4Creeks consultant Don Tucker gave an update, answered questions, and received comments regarding the Subbasin work on the Dry Wells Susceptibility Analysis (DWSA) as a process to determine Sustainable Management Criteria (SMCs).

Thomas Harder gave an update on the Subbasin work on Subsidence and the Model update.

GREATER KAWEAH POLICY CONSIDERATIONS:

4Creeks consultant Dave De Groot gave an update on the assignment he received to evaluate options to allocate Precipitation. He summarized the options and labeled the decision as a policy decision and not technical. He explained how the other GSAs were allocating precipitation and answered many questions from the committees.

Recommendation

The committees recommended the Greater Board consider adopting a 25 year Rolling Average at 100% allocation, with precipitation zones every 1" from East to West (there is a 7" difference from east to west).

Don Tucker/Dave DeGroot 4 Creeks to develop a Technical Memo on precipitation for the GSAs.

The committees review current and potential policy changes regarding Carryover water and Priority of water use.

Recommendations

The committees recommended the Greater Board consider changing the Rules and Regulations policy for Carryover of Tiered water to 1) a landowner will only be able to carryover water if they pay for the unused water immediately after the year that the water was allocated, 2) give the landowner 60 days to pay for it, 3) the price of the Carryover water will be the Tier water rate set in the year it was allocated, and 4) remove the Tiered water Carryover requirement of a yearly 10% leave behind.

The committee's recommended the Greater Board consider changing the Rules and Regulations policy to remove the requirement of 10% leave behind on the Carryover of Sustainable Yield water.

The committees recommended the Greater Board consider changing the Rules and Regulations policy allowing the ability to select the Priority of water use for all water types to be reprioritized by the landowner with the exception that Precipitation is the first to be used (and cannot be carried over).

FUTURE AGENDA ITEMS AND MEETING DATES:

The next meeting was scheduled for February 26, 2024 at 1:30 p.m.

~~SECOND~~ THIRD AMENDED
RULES AND REGULATIONS
OF THE
GREATER KAWEAH GROUNDWATER
SUSTAINABILITY AGENCY

Adopted: 8/15/2022

First Amended Adopted: 9/27/2022

Second Amended Adopted: 9/11/2023

Third Amended Adopted: [date]



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Article I. General

Section 1.01 Purpose

These rules and regulations are established by the Board of Directors of the Greater Kaweah Groundwater Sustainability Agency (GKGSA) in order to provide for the sustainable management of groundwater within the GKGSA.

Section 1.02 Authority

Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10725.2 expressly states as follows:

“A groundwater sustainability agency may adopt rules, regulations, ordinances, and resolutions for the purpose of this part, in compliance with any procedural requirements applicable to the adoption of a rule, regulation, ordinance, or resolution by the groundwater sustainability agency.”

Section 1.03 Groundwater Sustainability Plan

Pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10725, a groundwater sustainability agency may exercise the powers described in Chapter 5 provided the groundwater sustainability agency adopts and submits a groundwater sustainability plan to the Department of Water Resources. These Rules and Regulations are designed to implement the provisions of the GKGSA Groundwater Sustainability Plan (GSP), and may be amended at any time if necessary to achieve consistency with the groundwater sustainability plan and steps needed to achieve sustainability.

Section 1.04 Definitions

“Coordination Agreement” means the Kaweah Subbasin Coordination Agreement developed and agreed to pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10727.6, and any amendments or additions thereto.

“Dairy” or “Dairies” means the production facility of a commercial dairy operation that includes the milk barn, feed area, animal housing, and manure storage as permitted as the Dairy Facility Footprint by the local permitting agencies, including but not limited to, the County, local Air District, and State Water Board.

“Farm Unit” means two or more accounts combined by common landowners.

“GKGSA” means Greater Kaweah Groundwater Sustainability Agency.

“GKGSA GSP” means the GKGSA Groundwater Sustainability Plan developed and submitted to the Department of Water Resources pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10727, *et al.*

“GKGSA Technical Group” means the GKGSA’s Consulting Engineer, the GKGSA’s designated Hydrogeologist, and the GKGSA’s designated Agronomist, or other qualified consultants(s).

“Operator” means an authorized representative of an owner.

“Owner” means fee title owner of land within the GKGSA boundaries.

“Processing Plants” means [TBD].

“SGMA” means the Sustainable Groundwater Management Act, pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10720, *et seq.*

“Temporary Tier 1 Allocation” or “Tier 1” means groundwater consumed in excess of Sustainable Yield and less than Tier 2 in an amount to be determined accordingly to the methodology established herein.

“Temporary Tier 2 Allocation” or “Tier 2” means groundwater consumed in excess of the Tier 1 and less than Tier 3 in an amount to be determined accordingly to the methodology established herein.

“Transfer” means a voluntary transfer of an allocation from a willing Seller (Owner or Farm Unit) to a willing buyer (Third Party).

“Prohibited Tier 3 Pumping” or “Tier 3” means groundwater consumed in excess of Tier 2.

“Water year” means the 12-month period October 1, for any given year through September 30, of the following year. The water year is designated by the calendar year in which it ends and which includes 9 of the 12 months. Thus, the year ending September 30, 1999 is called the "1999" water year.

Section 1.05 Effective Date and Changes

These rules and regulations shall become effective upon adoption and may be added to, amended and/or repealed at any time by resolution of the Board of Directors of the GKGSA and such additions, amendments, and/or repeals shall become effective upon their adoptions or as otherwise specified by the Board of Directors.

Section 1.06 Actions Against the GKGSA

Nothing contained in these Rules and Regulations shall constitute a waiver by the GKGSA or estop

the GKGSA from asserting any defenses or immunities from liability as provided in law, including, but not limited to, those provided in Division 3.6 of Title 1 of the Government Code.

Section 1.07 Rights of Access

The GKGSA staff and/or others authorized by the GKGSA's General Manager shall notify and request consent from the owner of any land prior to their entry. Any such entry must be for the sole and exclusive purpose of conducting GKGSA business.

Section 1.08 Severability of Provisions

If any provision of these rules and regulations, or the application thereof to any person or circumstance, is held invalid, the remainder of these rules and regulations, and the application of its provisions to other persons or circumstances, shall not be affected thereby.

Article II. Groundwater Monitoring

Section 2.01 Well Registration

(a) Registration Requirement

Any groundwater extraction facilities shall be registered with the Agency within 30 days of the completion of drilling activities or within 30 days after notice is given to the owner or operator of such facility. The owner or operator of an extraction facility shall register the extraction facility and provide, in full, the information required to complete the form provided by the Agency that includes, but not limited to, the following:

- i. Name and address of the operator(s).
- ii. Name and address of the Owner(s) of the land upon which the extraction facility is located.
- iii. A description of the equipment associated with the extraction facility.
- iv. Location, parcel number and state well number of the water extraction facility.

(b) Change in Owner or Operator

The name of the owner of each extraction facility, the parcel number on which the facility is located, along with the names of all operators for each extraction facility shall be reported to the Agency within 30 days upon any change of ownership or operators, together with such other information required by the General Manager.

(c) Penalty

Failure to register within the timeframe provided herein shall result in an administrative penalty.

Section 2.02 Groundwater Use Measurement

In order to enable verification of production, each Owner or operator who uses groundwater must have an accurate method for quantifying use. Use shall be generated based upon one of the following two bases, at the option of the Owner or operator: (1) information provided from flowmeters which have been connected to the relevant well continuously for the preceding year or (2) evapotranspiration information obtained via satellite technology. Subject to Section 3.05 below, and except as otherwise provided in this Section, each owner shall have the option to select the methodology used for measuring or estimating the Owner's groundwater extraction.

If the owner does not (1) communicate an election to use flowmeters to the GKGSA by October 1 of each water year; and (2) provide all relevant information needed for the GKGSA to verify measurements from each flowmeter 30 days from the end of the prior month, then the GKGSA will default to utilize the evapotranspiration data to determine groundwater consumption for that period. If the Owner desires to change his or her election after October 1, he or she may do so by presenting such request to the General Manager who then shall present for approval to the Board of Directors. And owner may only opt to change his or her election once annually.

(a) Criteria for Using Meters

The following criteria and information shall be provided to the GKGSA:

- i. Manufacturer and Model of flowmeter;
- ii. Date Flow Meter Installed;
- iii. Diameter of Pipe and Size of Flow Meter;
- iv. Identification of who installed flowmeter and calibrated flowmeter per manufacturer specifications;
- v. Inspection records will be required to submit to GKGSA per schedule outlined in the manufacturer specifications.
- vi. Pictures to identify flowmeter installed correctly (e.g., adequate straight pipe sections before and after the flowmeter);
- vii. Type of crop, age of crop (if perennial), single/double/triple crop (if annual), irrigation methodology (e.g., flood, drip, sprinkler) for the irrigated acres serviced by the water from the flow meter; and
- viii. If multiple flowmeters on a farm, a map identifying the locations of the various flowmeters and lands serviced collectively by these flowmeters.

Additionally, the owner of the flowmeter will allow access to staff from the GKGSA to physically inspect the flowmeter, if needed.

For each month following an election under this subsection, the owner shall report to the GKGSA, no later than 30 days following the last day of the month, the quantity of groundwater extracted at each parcel for which the election is made, as measured by the flowmeter(s). Failure to timely report the quantity of groundwater extraction to the GKGSA, in accordance with this section, for any

parcel to which the election applies for any month shall be deemed a withdrawal of the election as to those parcels for those months, in which case groundwater extraction shall be measured by the evapotranspiration method described in subsection (b) below.

For all wells constructed after the date of the first adoption of the GKGSA Rules and Regulations flowmeters are required.

(b) Criteria for Using Evapotranspiration Method

Groundwater extraction shall be measured according to the evapotranspiration method described in this subsection for any parcels to which a valid election under subsection (a) above has not been made, or for which that election is deemed withdrawn in accordance with subsection (a).

Crop evapotranspiration (ET) is estimated using a combination of remote sensing data and ground-based equipment. The satellite data is entered into a model, which is used to estimate the ET rate and ET spatial distribution of an area in any given time period. When appropriately calibrated to land-based ET and/or climate stations and validated with crop surveys, the satellite-based model provides an estimate of crop ET (i.e., consumptive use).

Article III. Groundwater Accounting/Data Management System

Section 3.01 Authority

Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10726.4, expressly authorizes a groundwater sustainability agency to establish accounting rules to allow unused groundwater extraction allocations to be carried over and transferred.

Section 3.02 Online Water Accounting Dashboard

The GKGSA shall establish an online dashboard for Owners to account for total water use within the GKGSA. Owners may allow operators access and control of their account(s). Owners may combine their accounts which are under common ownership to create Farm Units.

Section 3.03 Categories of Water

The online dashboard shall account for water through the following seven categories:

a) Precipitation

As described in Section 4.03(a) below, Precipitation may be credited to an Owner's account.

a)b) Surface Water Credits and Debits for Direct Delivery

As described in Section 3.06, an Owner's account may be credited or debited with surface water.

b)c) Native Sustainable Yield Allocation

As described in Section 4.03(a) below, Native Sustainable Yield ~~shall consist of (1) Native Sustainable Yield, and (2) Precipitation, and~~ may be credited to an Owner's account. Carryover and transfers as described in Section 4.03(c), may be credited and debited from an Owner's account.

e)d) Temporary Tier 1 Allocation

As described in Section 4.03(b), the account of Owners engaged in irrigation of lands actively used in agricultural production may be allocated an amount for groundwater used above Sustainable Yield, but below Tier 2. Carryover and transfers may be credited and debited from Owner accounts in accordance with Section 4.03(c).

f)e) Temporary Tier 2 Allocation

As described in Section 4.03(b), the account of Owners engaged in irrigation of lands actively used in agricultural production may be allocated an amount for groundwater used above Tier 1. Carryover and transfers may be credited and debited from Owner accounts in accordance with Section 4.03(c).

g)f) Groundwater Credits

As described in Section 4.03(c), an Owner's account may be credited or debited with groundwater credits.

h)g) Recharge and Banking Credits and Debits

As described in 3.07, an Owner's account may be credited or debited with recharge or banking activities. Transfers will be recognized by the GSA when authorized by the applicable surface water entity.

i)h) Recycled Water

An Owner's account may be credited or debited with recycled water. Prior to a debit or credit proper documentation must be provided and approved by GKGSA staff.

j)i) Prohibited Tier 3 Pumping

As provided in Sections 4.03(b) and (c), no pumping beyond Tier 2 is allowed. No carryover or transfers are allowed in excess of any Tier 2 Allocation. As further set forth in Section 4.03(c)(iii)(1) and Article V, an Owner who consumes water in excess of all remaining credits shall be liable for a Tier 3 Penalty Rate, reduction in future Tier 1 and Tier 2 Allocations, and shall be

subject to any and all other remedies as may be available to the GKGSA in law or in equity.

Section 3.04 Priority of Use

Each owner with multiple categories of credits under these rules and regulations shall have the power to elect which of such credits are to be debited or transferred in connection with such consumption, except for ~~Surface Water Credits and Debits for Direct Delivery~~, Precipitation and Prohibited Tier 3 Pumping. ~~Surface Water Credits and Debits for Direct Delivery and~~ Precipitation will be debited first from an Owner's account. Prohibited Tier 3 Pumping will only be accounted for after all other available sources of water are exhausted. In order to be effective, Owner must elect priorities no later than thirty (30) days prior to the end of each quarter. Priorities will remain as elected by the Owner until the Owner chooses to change the chosen priority. If the Owner does not timely elect the priority of allocations to be debited by that date, the default priority will follow in order of Section 3.03 (a)-(h) above.

Section 3.05 Net Groundwater Consumptive Use Reporting and Debiting

(a) Methodology

The amount of net groundwater consumptive use will be calculated monthly, within 60 days of the end of the prior month, using one of the measurement methods described in Section 2.02.

If the Owner is using flowmeters, calculations will be prepared by the GKGSA's Consulting Engineer to determine the net groundwater consumed using the following formulas:

$$\text{Net Consumed Groundwater Used} = \text{Gross Groundwater Pumped (Flowmeter)} - \text{Estimated Return Flow}$$

If the Owner is using the evapotranspiration method, the net consumed use will be provided by the GKGSA's qualified consultant.

After the calculation is completed, each month as described in this Section, the net groundwater consumed will be debited from the applicable account.

In the event that a watercourse, including but not limited to canals, ditches, riparian areas, is located within the boundaries of a parcel, the area of such watercourse shall not be evaluated for any consumed use of groundwater.

(b) Appeal Process

Within thirty (30) days of notification of the net consumed groundwater use, any Owner may protest the amount or the method. The written protest must be submitted to the General Manager at the GKGSA's Main Office.

The General Manager shall investigate matters related to the protest, may consult with the GKGSA Technical Group, and may present any relevant information, along with any recommendation, to the Board within sixty (60) days of receipt of the protest. The Board shall act on the written protest and supporting documentation within sixty (60) days of receipt of all relevant information, including the possibility of authorizing a separate methodology not identified in these Rules and Regulations.

Section 3.06 Surface Water Reporting

Any Owner within the GKGSA which utilizes surface water shall cause to be reported from the applicable surface water entity, the diversion of surface water to direct irrigation.

Section 3.07 Recharge and Banking Reporting

An Owner within the GKGSA which is performing recharge or banking activities shall report, or cause to be reported, the diversion of surface water to underground storage to the GKGSA. Prior to crediting or debiting the Owner's account, the GKGSA shall ensure the request is consistent with any applicable banking or recharge policy. The GKGSA acknowledges that several special districts, organized and existing under the laws of the State of California for the purpose of facilitating the beneficial use of the waters of the State, operate within GKGSA's boundaries. Several such districts have adopted and implemented banking and recharge policies in order to facilitate the underground storage and beneficial use of surface water. GKGSA shall honor the groundwater banking and recharge policies of all such entities within its jurisdictional boundaries.

Article IV. Allocation of Water

Section 4.01 Purpose

Consistent with Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10726, the purpose of this Article is to provide for the sustainable management of groundwater within the GKGSA jurisdictional area and Kaweah Subbasin, and to fulfill the legislative goals and policies of SGMA. Nothing in this Article shall be used to determine or alter water rights.

Section 4.02 Determination of Allocations

Each year prior to, October 1, or as soon as practical, the GKGSA Technical Group shall determine the allocations available for use within the GKGSA's various Management Areas based on the data and calculations and the approved methodologies provided herein. The General Manager shall cause such determination to be noticed to all affected Owners prior to October 1, or as close as practical.

Section 4.03 Greater Kaweah Agricultural Management Area

(a) Sustainable Yield Allocation

Each year, the GKGSA Technical Group shall establish a use allocation for each agricultural assessor's parcel within the Greater Kaweah Management Area boundary, as defined in the attached map identified and incorporated by reference as Exhibit A. The allocation for each Owner shall be calculated as follows:

1. Sustainable Yield for the Kaweah Subbasin shall first be calculated over a base period representative of long-term conditions in the basin and including any temporary surplus, that can be withdrawn annually from a groundwater supply without causing an undesirable result. Sustainable Yield for the Kaweah Subbasin shall first be calculated using the methodologies as agreed upon in the Kaweah Subbasin Coordination Agreement, incorporated herein by reference. Total Sustainable Yield allocated to the GKGSA shall be comprised of the following two components:

(A) **Native Sustainable Yield.** Native Sustainable Yield is calculated as the long-term average natural channel loss water within the natural tributaries of the Kaweah River and the calculated underflow from the Sierra Nevada Mountains ~~and the deep percolation of precipitation as defined in the Kaweah Subbasin Coordination Agreement.~~

(B) **Precipitation.** Precipitation is ~~calculated as the 25 year rolling average total precipitation for the entire GKGSA jurisdictional area. The long-term average is based on precipitation data collected from calibrated weather stations within and adjacent to the GKGSA, interpolated to lands within the GKGSA allocated to a precipitation zone which varies from west to east. Precipitation allocations by zone will be provided by the technical consultant prior to each water year. The deep percolation of precipitation is removed from the total long-term average and accounted for in the Native Sustainable Yield component of Sustainable Yield, as described above. the actual precipitation to have occurred within the Water Year allocation year, to be calculated and reported one calendar month after the actual rainfall occurs based on the nearest Land IQ monitoring field station.~~

2. GKGSA's Total Sustainable Yield shall be the sum of the GKGSA's portion of the total Kaweah Subbasin Native Sustainable Yield based on a gross acreage and Precipitation within the GKGSA.
3. The GKGSA's available Total Sustainable Yield will deduct the sustainable yield allocations for the communities. The remaining balance will be divided by the total acreage within the GSA to establish a per acre allocation for each parcel.
4. Each parcel within the Greater Kaweah Management Area will receive allocations in the amount equal to the gross assessor parcel acreage multiplied by the per acre allocation established in Section 4.03(a)(3).

Native Sustainable Yield allocations shall be made on an annual basis.

**As additional data becomes available and as projects, monitoring, and management actions are implemented, the ~~Native~~ Sustainable Yield may be adjusted to reflect the new data. The Allocations*

are not currently based on the aquifer from which the water is pumped, due to lack of data.

(b) Transitional Tier 1 Penalty Allocation

In addition to the Sustainable Yield Allocation, irrigated parcels as of January 31, 2020, which are identified as enrolled in the Irrigated Lands Regulatory Program, other regulatory programs that document historical irrigation use (i.e., Dairy General Order), or as identified by other certified crop map or Land IQ datasets shall be allocated a Tier 1 and Tier 2 Allocation(s) for only so long as permitted under these Rules and Regulations. Once a parcel has been identified as an irrigated parcel, the parcel will remain in the Transitional Pumping Program until the program expires. If a parcel is not identified as an irrigated parcel as of January 31, 2020, an Owner may file a request to the GKGSA General Manager to be included in the Transitional Pumping Program. For agricultural development of parcels after January 31, 2020, the Owner may also file a request to the GKGSA General Manager to allow such lands to receive a Tier 1 or Tier 2 Allocation(s), which such allocation shall be prorated based on the date of development. GKGSA shall develop forms as needed to assist Owners with the request.

Changes in the total irrigated acres will affect the Tier 1 and/or Tier 2 Allocation(s). To achieve consistency with the GKGSA GSP, the amount of Tier 1 and/or Tier 2 Allocation(s) may vary year to year.

The allocations shall be consistent with the objectives of the GKGSA GSP, and will ramp-down pumping overtime calculated by a percentage of total overdraft as follows:

Water Years	Tier 1	Tier 2	Total Allowable Overdraft
2023-2025	40%	50%	90%
2026-2030	40%	30%	70%
2031-2035	20%	20%	40%
2036-2040	20%	0%	20%

All Temporary Tier 1 and Tier 2 Allocations shall be made on an annual basis.

(c) Carryover and Transfers

(i) Sustainable Yield Allocation

1) Carryover of Native Sustainable Yield

If an Owner uses less than his or her Native Sustainable Yield allocation in a given year, the difference between the allocation amount for that year and the amount of groundwater used and/or transferred for that year shall be carried over to the next year.

If the carryover amount for the year in question continues to remain unused as a groundwater credit, it may be carried over on a five-year rolling basis. The impact of the total quantity of water used in any five-year period shall be consistent with the provisions of the GKGSA GSP.

~~For the first year of carryover of Native Sustainable Yield, the amount of carryover shall be reduced by 10%. No further reductions shall occur in subsequent years in which the Owner carries over Native Sustainable Yield.~~ Portion of Native Sustainable Yield allocation successfully carried over from the previous year shall be credited to the Owner's account as groundwater credits.

An Owner is not allowed to carryover Precipitation.

Example:

Native Sustainable Yield

Water Year 2023

Unused portion of WY 2023 Native Sustainable Yield allocation ~~minus 10% leave behind~~ → groundwater credit → may be carried over until the end of Water Year 2028.

Water Year 2024

Unused portion of WY 2024 Native Sustainable Yield allocation ~~minus 10% leave behind~~ → groundwater credit → may be carried over until the end of Water Year 2029.

2) *Transfer of Sustainable Yield*

An Owner or Farm Unit may Transfer¹ all or a portion of the Native Sustainable Yield allocation which has been carried over from a previous year and thereby converted to groundwater credits, provided that the transfer satisfies the conditions below. Transferred Native Sustainable Yield shall be credited to the transferee's account as groundwater credits.

1. The proposed transferee will put the allocation to use within the GKGSA;
2. The place of use is no further than three zones from where the transferor's location of allocation; and
3. The transfer agreement is memorialized in writing, using a form provided by the GKGSA.

Attached hereto as Exhibit C is the Kaweah Subbasin Analysis Zones. The transfer shall be subject to the following leave behind:

¹ "Transfer" means a voluntary transfer of an allocation from a willing Seller (Owner or Farm Unit) to a willing buyer (Third Party).

	Immediate adjacent Zone from Transferor Place of Use Allocation	Total distance of two zones from Transferor Place of Use Allocation (e.g., Zone 35 to 32)	Total distance of three zones from Transferor Place of Use Allocation (e.g., Zone 35 to 11)
Native Sustainable Yield	0%	10%	20%

An Owner is not allowed to transfer Precipitation.

No action shall occur on any proposed transfer unless all past due assessments, interest and penalties owed to the GKGSA by either transferee or transferor have been paid prior to the date that the proposed transfer is submitted to the General Manager. An Owner precluded from transferring may protest to the board, and the board may consider, exceptions to the foregoing on a case-by-case basis.

Any transfers of Sustainable Yield pursuant to this Section 4.03(c)(i)(2) shall be subject to modification or termination by the GKGSA in the event that the GKGSA determines that the implementation or continued implementation of the transfer in question does or will tend to cause undesirable results.

An Owner will only be permitted to use his or her allocation of Native Sustainable Yield outside of the GKGSA Boundaries where:

1. The parcel upon which the Owner intends to put the allocation to beneficial use is owned or commonly owned by the same Owner;
2. The allocation will be used within the Kaweah Subbasin and within a groundwater sustainability agency which allows similar use outside its GSA boundaries;
3. The use outside the GSA boundaries is memorialized in writing, using a form provided by the GKGSA; and
4. Both the GKGSA and the groundwater sustainability agency of where the water is put to beneficial use are informed of the agreement.

Groundwater credits derived from the transfer of Native Sustainable Yield may be carried over for five years from the Water Year allocation date of the transfer.

Example:

Native Sustainable Yield Transfer
Water Year 2023

Unused portion of WY 2023 Native Sustainable Yield allocation transferred to a separate Owner on October 1, 2025 minus applicable leave behind → groundwater credit → may be carried over until the end of Water Year 2030.

(ii) *Temporary Tier 1 and Tier 2 Allocations*

1) *Carryover of Tier 1 and Tier 2*

If an Owner uses less than his or her total Tier 1 and Tier 2 Allocations, the difference between the allocation amount for the relevant period and the amount of the Tier 1 and Tier 2 Allocation used and/or transferred during that period year ~~shall~~ may be carried over to the next year. An Owner is only entitled to carryover provided Owner pays the GSA within 60 days of the start of the new Water Year, or from the date of annual invoicing, whichever is greater, the applicable Tier 1 or Tier 2 Penalty Rate for the quantity of Tier 1 or Tier 2 sought to be carried over. The applicable Tier 1 or Tier 2 Penalty Rate shall be the rate of the Water Year allocation date. For example, an Owner desiring to carryover 10 acre-feet of Water Year 2023 Tier 1 into Water Year 2024 shall pay the Water Year 2023 rate previously set by the board. The GKGSA General Manager may extend the timeline provided herein on good cause, but in no event will extend the timeline for payment longer than six months.

~~The carryover amount shall be reduced annually by 10%.~~ Portions of Tier 1 and Tier 2 allocations successfully carried over from the previous year shall be credited to the Owner’s account as groundwater credits.

If the carryover amount for the year in question continues to remain unused as a groundwater credit, it may be carried over for a total of five years. No Tier 1 or Tier 2 Penalty Allocation may carry over for longer than five years from the date of the allocation. The impact of the total quantity of water used in any five-year period shall be consistent with the provisions of the GKGSA GSP. _

Example:

Water Year	Carryover Year 1	Carryover Year 2	Carryover Year 3	Carryover Year 4	Carryover Year 5
Unused portion of 2022	90% (WY 2023)	80% (WY 2024)	70% (WY 2025)	60% (WY 2026)	50% (WY 2027)
Unused portion of 2023	90% (WY 2024)	80% (WY 2025)	70% (WY 2026)	60% (WY 2027)	50% (WY 2028)
Etc.					

Example:

Tier 1 Penalty Allocation Carryover

Water Year 2023

Unused portion of WY 2023 Tier 1 Penalty Allocation → ~~50% of original allocation amount~~ carried over until the end of Water Year 2028.

2) *Transfer of Tier 1 and Tier 2 Allocations*

An Owner or Farm Unit may transfer his or her Tier 1 or Tier 2 Allocation to a Third Party, if all of the following conditions apply:

1. The proposed transferee will put the allocation to use within the GKGSA.
2. The place of use is no further than three zones from where the transferor’s location of allocation; and
3. The transfer agreement is memorialized in writing, using a form provided by the GKGSA identifying the quantity and signed by both parties.

Attached hereto as Exhibit C is the Kaweah Subbasin Analysis Zones. The transfer shall be subject to the following additional leave behind:

	Transfer within Zone	Immediate adjacent Zone from Transferor Place of Use Allocation	Total distance of two zones from Transferor Place of Use Allocation (e.g., Zone 35 to 32)	Total distance of three zones from Transferor Place of Use Allocation (e.g., Zone 35 to 11)
Tier 1	20%	30%	40%	70%
Tier 2	40%	50%	60%	90%

No action shall occur on any proposed transfer unless all past due assessments, interest and penalties owed to the GKGSA by either transferee or transferor have been paid prior to the date that the proposed transfer is submitted to the General Manager. A transferee may not subsequently transfer the allocation to another individual or entity. An owner precluded from transferring may protest to the board, and the board may consider, exceptions to the foregoing on a case-by-case basis.

Any transfers of Tier 1 or Tier 2 pursuant to this Section 4.03(c)(ii)(2) shall be subject to modification or termination by the GKGSA in the event that the GKGSA determines that the implementation or continued implementation of the transfer in question does or will tend to cause undesirable results

Example:

Water Year 2023

Unused portion of 2023 Tier 1 Penalty Allocation transferred to separate Owner on October 1, 2025
 → may be carried over five years from the date of initial allocation to end of Water Year 2028.

(iii) Prohibited Tier 3 Pumping

1) *No Carryover or Transfers*

No carryover or transfer of Tier 3 extractions is allowed. In addition to penalties associated with Tier 3 extractions as defined herein, the quantity of Tier 3 water consumed shall be deducted from the owner's Tier 1 and 2 Allocation account the following year(s). If the Owner's Tier 1 and 2 Allocation account is depleted, further enforcement actions may be taken by the GKGSA. An Owner may protest any penalties or restrictions he or she incurs as a result of this Section.

(d) Opt-Out

An owner who has not received a Transitional Tier 1 Penalty Allocation, but who has received a Sustainable Yield Allocation pursuant to Section 4.03(a) of these Rules and Regulations may elect to opt out of the GKGSA Rules and Regulations for the subsequent water year by submitting a request to the GKGSA. Should the Owner wish to participate in the future, at that time, all current assessments, fees, interest, and penalties will be paid prior to participation. An Owner is not allocated any water during the period in which he or she has chosen to opt out and will not be allocated any prior year's allocation upon choosing to opt in.

(e) Fallowed Lands

Parcels which have received a Tier 1 or Tier 2 Penalty Allocation may fallow lands associated with the allocation. Once verified, the fallowed lands will not be debited for any consumptive use on said lands. All parcels must be maintained to limit the growth of any vegetation. Parcels which have been fallowed during a portion of any water year shall receive a pro rata debit (for example, a parcel which begins fallowing at the beginning of June would still be charged for consumptive use for the period October – May).

Section 4.04 Community Management Areas

[To be determined]

Section 4.05 Special Uses Management Area

A separate management area (“**Special Uses Management Area**”) shall be established for the purpose of accounting for certain water users. The area shall be comprised of lands where dairies and processing plants, are situated (hereinafter “**Special use Parcels**”).

(a) Sustainable Yield, Tier 1 and 2 Allocations

All Special use Parcels shall receive credits in the same manner as parcels within the Greater Kaweah Agricultural Management Area, as described in Section 4.03.

(b) Consumption

The Assessor's Parcel(s) that includes the production facility shall be debited for the area of the

production facility within the parcel, as described below. If there is a remaining balance of said Assessor's Parcel(s), the consumptive use will be debited pursuant to Section 2.02.

(i) Dairies

The consumptive use of groundwater within the Special Uses Management Area for Dairies shall be achieved by the methodology contained in the attached Exhibit B, "Net Groundwater Consumption Within a Dairy Facility Area". Alternatively, an Owner may elect to use flowmeters as described in Section 3.05(a).

(ii) Processing Plants

[TBD]

(c) Carryovers and Transfers

All Special Use Parcels shall be permitted to carry-over and transfer groundwater extraction credits as permitted by Section 4.03 of these Rules and Regulations.

Section 4.06 Appeal Process

(a) Notification of Allocations and Extraction Limits

The General Manager shall provide written notice to each Owner and if requested, the operator, of the groundwater allocations described herein.

(b) Protest of Allocation and Extraction Limits

Within thirty (30) days of the date identified in the written notification described in Section 4.05(a), an Owner may protest the extraction allocations and extraction limits identified in the notification. The written protest must be submitted to the General Manager at the GKGSA's Office.

The General Manager shall investigate matters related to the protest, may consult with the GKGSA Technical group, and may present any relevant information, along with any recommendation, to the Board within sixty (60) days of receipt of the protest. The Board shall act on the written appeal and supporting documentation within one hundred and twenty (120) days of receipt of all relevant information.

Section 4.07 Emergency Ordinances

Nothing in this Article shall prevent the GKGSA, in the event of an emergency, from enacting emergency regulations or ordinances to prevent harm to Owners within the GKGSA.

Article V. Fees & Penalties

Section 5.01 Penalties

(a) Penalty for Excess Use

If any Owner within the Greater Kaweah Management Area exceeds his or her Sustainable Yield Allocation, he or she shall be liable for penalties as follows: (1) liability rate in an amount to be determined annually by the Board, for each Tier 1 and Tier 2 Allocation acre-foot consumed; and (2) additional liability rate, in an amount to be determined annually by the Board, for each Tier 3 acre-foot consumed.

(b) SGMA Penalties

Any Owner, operator or other person who violates the provisions of these rules and regulations is subject to the criminal and civil sanctions set forth in SGMA.

(c) Civil Remedies

Upon the failure of any person to comply with any provision of these Rules and Regulations, the GKGSA may petition the Superior Court for a temporary restraining order, preliminary or permanent injunction, or such other equitable relief as may be appropriate. The right to petition for injunctive relief is an additional right to those, which may be provided elsewhere in these Rules and Regulations or otherwise allowed by law. The GKGSA may petition the Superior Court to recover any sums due to the GKGSA.

(d) Protest of Penalty Determination

Within 30 days of the date identified in the written notification described in Section 4.05(a), an Owner or registered operator may appeal a penalty determination in writing. The written appeal must be submitted to the General Manager, at the GKGSA's Main Office.

(e) Submission to Board

Upon receipt of an appeal, the General Manager may request additional information or evidence from the appellant. The General Manager shall then submit the appeal, along with any relevant information and any recommendation, to the Board. The Board may, in its discretion, either issue a decision based upon the written appeal and supporting documentation, or hold a hearing concerning the matter.

Section 5.02 Groundwater Extraction Fees

The Board may propose fees, including groundwater extraction fees, consistent with Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section

Sections 10730 through 10730.6, and the California Constitution. The Owner shall pay to the GKGSA all Groundwater Extraction Fees within 60 days of the date of any invoice submitted by the GKGSA.

Section 5.03 Real Property Assessments

The Board may propose land-based assessments consistent with Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10730, and the California Constitution.

Article VI. Surface Water Recharge in the Underground

Section 6.01 Recharge

Owners may use existing facilities to store surface water underground within the GKGSA boundaries. An owner who stores surface water pursuant to this Section may subsequently put such water to his or her own beneficial use within the GKGSA boundaries, or may transfer the water to another owner for use within the GKGSA boundaries. The use of stored water pursuant to this Section must be achieved utilizing on-farm activities. All water stored pursuant to this Section must be used within the GKGSA boundaries. Each Owner who stores surface water pursuant to this Section shall provide accurate, verifiable records of the quantity and source of surface water stored for recharge, confirmed by the district or entity that supplied the surface water.

The Owner shall adhere to any rules promulgated by any district or entity supplying the surface water. Surface water stored and documented in compliance with the requirements of this Section shall be credited to the relevant owner's account as a surface water credit. Each Owner shall be solely responsible for locating, purchasing, accessing, or otherwise acquiring surface water for the purposes of recharge pursuant to this Section. This policy applies only to all non-districted lands and districted lands which choose to adhere to this Article VI.

[end of document]

RESOLUTION NO. 2024-01
OF THE BOARD OF DIRECTORS OF THE GREATER KAWEAH GSA
ADOPTION OF THIRD AMENDED RULES AND REGULATIONS

WHEREAS, the Greater Kaweah Groundwater Sustainability Agency Joint Powers Authority (“GKGSA”) adopted its Rules and Regulations on August 15, 2022, adopted its First Amended Rules and Regulations on September 27, 2022, and adopted its Second Amended Rules and Regulations on September 11, 2023;

WHEREAS, the Board of Directors of GKGSA (“Board”) now desires to adopt a Third Amended Rules and Regulations, attached hereto as Exhibit A and incorporated herein by reference, to make certain adjustments to (1) the Precipitation component of Sustainable Yield, (2) the Priority of Use, and (3) the ability to carryover Sustainable Yield and Tier 1 and Tier 2 water;

WHEREAS, the Board now also desires to clarify the effective date of the amendments to the Rules and Regulations;

WHEREAS, the Board first started implementation of the Rules and Regulations in Water Year 2023;

WHEREAS, GKGSA staff have not yet submitted invoices to landowners for Water Year 2023 based on its Rules and Regulations, and so landowners in the GKGSA will not be negatively impacted by the changes to the Third Amended Rules and Regulations;

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE GREATER KAWEAH GROUNDWATER SUSTAINABILITY AGENCY DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

1. That the Third Amended Rules and Regulations attached hereto as Exhibit A be adopted;
2. That the amendments to the Precipitation allocation as defined in Section 4.03(a)(1) of the Third Amended Rules and Regulations shall be effective as of October 1, 2023;
3. That the amendments to Priority of Use as defined in Section 3.04 of the Third Amended Rules and Regulations shall be effective as of October 1, 2022;
4. That the amendments regarding carryover for Native Sustainable Yield and Tier 1 and Tier 2 water, including the requirement of prepayment and the removal of any leave behind requirements, as stated in Section 4.03(c) of the Third Amended Rules and Regulations shall be effective as of October 1, 2022.

PASSED AND ADOPTED this ___ day of _____, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Don Mills, Board Chair

CERTIFICATE OF SECRETARY

I hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the Board of Directors of the GKGSA at its meeting held on _____, 2024.

ATTEST:

Mark Larsen, Board Secretary