Kings River East Groundwater Sustainability Agency
Special Board Meeting
Agenda

City of Dinuba – Council Chambers
405 East El Monte Way, Dinuba, CA 93618
July 17, 2025
2:00 P.M.

1. **Call to Order**

2. **Potential Conflicts of Interest**

   2.1. Any Director who has potential conflict of interest may now identify the Agenda item and recuse himself or herself from discussing and voting on the matter (FPPC § 87105).

3. **Public Comment**

   3.1. Public will be given up to three minutes (3 min) to address the Board of Directors on any item not on the agenda but within the subject matter of the Board's jurisdiction. Board of Directors is prohibited from taking action on public comments and as appropriate, matters raised during this period may be referred to appropriate parties or added to the agenda of an upcoming Board meeting (Gov. Code § 54954.3(a)).

4. **Communications – Review and Consider for Action**

5. **Board of Director Reports – Discuss and Consider for Action**

   5.1. Report(s) by Director(s) on event(s) attended during the prior month

6. **Consent Calendar Items –** All Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate action.

   6.1. Payables – Review and approve payment of March, April, May, and June 2025 invoices (see Insert 6.1)

   6.2. Board Meeting Minutes – Review and approve minutes of March 20, 2025 Regular Board Meeting. (see insert 6.2)

7. **Other Board Items – Take Action**

   7.1. Treasurer's Statement – Review and consider accepting March, April, May, and June 2025, Treasurer's statement (see Insert 7.1)

8. **Groundwater Sustainability Activities – Review for Possible Action**

   8.1. Groundwater Sustainability Plan Review. Review and discuss the status of DWR's review of Groundwater Sustainability Plans from the Kings Subbasin.

   8.2. DWR Funding for a New Monitor Well. Review and discuss project status.

   8.3. Domestic Well Mitigation Program. Review and approve the various documents associated with implementation of a domestic well mitigation program. (see Insert 8.3)

Kings River East Groundwater Sustainability Agency
Special Board Meeting
Agenda

9. Legal Issues – Review for Possible Action

9.1. Attorney Legal Update on Matters Affecting the GSA and Legislation

10. Future Agenda Item(s) – No Action

11. Adjournment

Notes:

1. In compliance with the Americans with Disabilities Act of 1990, requests for special assistance to attend or participate in this meeting should be made to the City of Dinuba (559-591-5900) at least 48 hours in advance of the public meeting to enable the City to make reasonable accommodations.
2. Public records relating to an agenda item are available for public review, after posting of the agenda, at 289 North L Street, Dinuba, CA 93618 during regular business hours.

AFFIDAVIT OF POSITING

I, Marc Limas, on behalf of the Kings River East Groundwater Sustainability Agency, hereby certify that I posted a copy of the foregoing agenda in the lobby of the City of Dinuba at 405 East El Monte Way, Dinuba, CA 93618, at least twenty-four (24) hours prior to the meeting, in accordance with Govt. Code § 54954.2(a).

July 16, 2025

Marc Limas

Insert 6.1

RemitName	InvoiceDate	InvoiceNumbe	Reference		OriginalAmount
AID	3/31/2025	5192	Administration	$	726.53
AID	4/30/2025	5210	Administration	$	567.82
AID	5/31/2025	5225	Administration	$	180.54
AID	6/30/2025	5247	Administration	$	118.78
Baker Manock & Jensen	3/31/2025	495270		$	1774.20
Baker Manock & Jensen	4/30/2025	496193		$	1061.00
Baker Manock & Jensen	5/31/2025	496787		$	1280.50
Baker Manock & Jensen	6/30/2025	497540		$	596.50
Kings River Conservation Dist	3/1/2025	4767	Subsidence Mont.	$	1173.60
Kings River Conservation Dist	3/1/2025	4873	Subsidence Mont.	$	2042.24
Kings River Conservation Dist	3/1/2025	4998	Subsidence Mont.	$	1648.72
Kings River Conservation Dist	3/1/2025	5111	Subsidence Mont.	$	1223.98
Provost & Pritchard	3/27/2025	118514	Website Maint.	$	38.50
Provost & Pritchard	4/16/2025	118833	Prop 218 Election	$	6424.30
Provost & Pritchard	4/23/2025	119265	Support	$	1347.80
Provost & Pritchard	4/25/2025	119282	Domestic Well Mitigation	$	4472.00
Provost & Pritchard	4/28/2025	119377	Outreach	$	408.40
Provost & Pritchard	5/1/2025	119286	Basin Coordination	$	10517.26
Provost & Pritchard	5/16/2025	119710	Prop 218 Election	$	3216.20
Provost & Pritchard	5/23/2025	119990	Website Maint.	$	38.50
Provost & Pritchard	5/27/2025	120169	Well Mitigation	$	964.17
Provost & Pritchard	6/17/2025	120637	Domestic Well Mitigation	$	706.75
Provost & Pritchard	6/17/2025	120638	Confined Aquifer	$	211.03
Provost & Pritchard	6/17/2025	120647	Basin Coordination	$	6073.96
Provost & Pritchard	6/26/2025	121071	Website	$	243.20
Provost & Pritchard	6/30/2025	121486	Basin Coordination	$	3533.36
Provost & Pritchard	6/30/2025	121497	Domestic Well Mitigation	$	163.40
Provost & Pritchard	6/30/2025	121498	Confined Aquifer	$	104.16
Total Warrants				$	50857.40

Kings River East Groundwater Sustainability Agency
Regular Board Meeting
MINUTES

Insert 6.2

City of Dinuba – Council Chambers
405 East El Monte Way, Dinuba, CA 93618
March 20, 2025

1. **Call to Order** - The Regular Board Meeting of the Kings River East Groundwater Sustainability Agency was called to order by Chairman Ernest "Buddy" Mendes at 2:00 p.m. and the following directors were present: Alta Irrigation District, Alternate John Kalender; Cities, Matthew Tuttle; Drinking Water Districts, Fernie Rubalcaba; Irrigation/Water Districts, Jack Paxton; Tulare County, Eddie Valero(arrived at 2:03 p.m.); Ag Production seat vacant. Also in attendance were Alta Irrigation District, General Manager, Chad Wegley; Operations Manager, Marc Limas; Administrative Analyst, Penny Durham, and Attorney Kaitlin Bursey.

2. **Potential Conflicts of Interest** – None.

3. **Public Comment** – None.

4. **Communications** – None.

5. **Board of Director Reports** – None.

6. **Consent Calendar Items** – It was M/S/C unanimously on motion by Director Tuttle, seconded by Director Rubalcaba, (Ag Production seat vacant, Director Valero absent) to approve consent calendar agenda items.

   6.1. Payables – Review and approve payment of January and February 2025, invoices (see Insert 6.1)

   6.2. Board Meeting Minutes – Review and approve minutes of September 19, 2024, and December 19, 2024, Regular Board meetings, and January 21, 2025, Special Board Meeting

7. **Other Board Items – Take Action**

   7.1. Treasurer's Statement - The Board of Directors reviewed the Treasurer's Statement for the periods ending January and February 2025. It was M/S/C unanimously, (Ag Production seat vacant) on motion by Director Tuttle, seconded by Director Paxton to accept the Treasurer's Statement as presented. (see Insert 7.1)

   7.2. Proposal for a Proposition 26/218 Consultant – The Board of Directors reviewed the proposal from Provost & Pritchard Consulting Group to provide professional services to KREGSA on a time and materials basis, not to exceed $125,500, for developing a fee/rate structure that complies with the Proposition 26/218 and generates revenue to support the agency's SGMA activities. It was M/S/C unanimously (Ag Production seat vacant) on motion by Director Paxton, seconded by Director Valero to accept the proposal as presented (see Insert 7.2)

   7.3. Filling Production Ag Seat – The Board of Directors reviewed potential candidates for possible appointment to fill the vacant board seat representing agricultural interests within the boundary of the KREGSA. Candidate Elliott Rossotti was nominated by Director Paxton and seconded by Alternate Director Tuttle. It was M/S/C unanimously (Ag Production seat vacant) on motion by Alternate Director Kalender, seconded by Director Valero to accept Elliott Rossotti as the Production Ag Director. (see Insert 7.3)

7.4. Fiscal Year End September 2024 Audit –Mike Cuttone, a CPA with Cuttone & Mastro CPAs, reviewed the fiscal year end September 30, 2024, audit. It was the opinion of Cuttone & Mastro, the financial statements present fairly, in all material respects, the financial position of the Kings River East Groundwater Sustainability Agency as of September 30, 2024, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. It was M/S/C unanimously (Ag Production seat vacant) on motion by Director Valero, seconded by Director Rubalcaba to accept the Fiscal year End September 2024 Audit as presented (see Insert 7.4)

8. Groundwater Sustainability Activities – Review for Possible Action

8.1. WY 2024 Annual Report – Chad Wegley Provided an update on the status of the WY 2024 Annual Report that is due to be submitted at the end of March 2025.

8.2. Formation of an Ad Hoc Committee for the Proposition 26/218 and Domestic Well Mitigation Projects - It was M/S/C unanimously (Ag Production seat vacant) on motion by Director Tuttle, seconded by Director Paxton to authorize formation of an Ad Hoc Committee with members appointed subject to the Chairman's approval.

9. Legal Issues – Review for Possible Action

9.1. Attorney Legal Update on Matters Affecting the GSA and Legislation – Attorney Bursey gave an update on the status of the Kern Subbasin Probational Hearing held on February 20, 2025, and a reminder on the deadline to file Form 700s online.

10. Future Agenda Item(s) – update on the WY 2024 Annual Report.

Adjournment - There being no further items to discuss, it was M/S/C unanimously on motion by Director Valero, seconded by Director Paxton (Ag Production seat vacant) to adjourn, the meeting was adjourned by Ernest "Buddy" Mendes at 2:31 p.m. until the next regular meeting scheduled on June 19, 2025

Kings River East Groundwater Sustainability Agency

_____

Jack Brandt, Secretary

JB:pd

Insert 7.1.1

Kings River East - GSA
Balance Sheet

March 2025

	ASSETS		
Current Assets			
Cash and Investments			
LAIF	2,365.85		
Valley Strong Money Market	84,795.16		
Valley Strong - Savings Account	5.00		
Valley Strong - General Fund	(28,772.63)		
TOTAL Cash and Investments		58,393.38	
TOTAL Current Assets			58,393.38
TOTAL ASSETS			58,393.38
	LIABILITIES		
Current Liabilities			
Accounts Payables		8,627.77	
TOTAL Current Liabilities			8,627.77
TOTAL LIABILITIES			8,627.77
	CAPITAL		
Retained Earnings		149,033.71	
Year-to-Date Earnings		(99,268.10)	
TOTAL CAPITAL			49,765.61
TOTAL LIABILITIES & CAPITAL			58,393.38

Insert 7.1.2

Kings River East - GSA

Income Statement

Year-to-Date Performance, March 2025 - current month

	6 Months Ended March 31, 2025	*Annual Budget*	*Unused*	*% Used*
NET INCOME	0.00	0.00	0.00	
GROSS PROFIT	0.00	0.00	0.00	
Expenses				
Administrative Services	2,068.16	10,000.00	7,931.84	20.7 %
Mileage	261.30	500.00	238.70	52.3 %
Office Supplies/Material	108.57	300.00	191.43	36.2 %
Postage	4.14	50.00	45.86	8.3 %
Training & Seminars	0.00	500.00	500.00	
Dues & Subscriptions	1,556.28	3,300.00	1,743.72	47.2 %
Audit Fee	5,630.00	5,200.00	(430.00)	108.3 %
Insurance	1,688.00	1,800.00	112.00	93.8 %
Legal	20,796.20	20,000.00	(796.20)	104.0 %
Bank Fee	0.00	50.00	50.00	
Engineering	63,682.11	250,000.00	186,317.89	25.5 %
Proffessional Services	6,088.54	250,000.00	243,911.46	2.4 %
Misc Expenses	0.00	5,000.00	5,000.00	
Outreach	462.90	5,000.00	4,537.10	9.3 %
TOTAL Expenses	102,346.20	551,700.00	449,353.80	18.6 %
OPERATING PROFIT	(102,346.20)	(551,700.00)	(449,353.80)	18.6 %
Other Income & Expenses				
Interest Income	3,078.10	7,500.00	4,421.90	41.0 %
TOTAL Other Income & Expenses	3,078.10	7,500.00	4,421.90	41.0 %
PROFIT BEFORE TAXES	(99,268.10)	(544,200.00)	(444,931.90)	18.2 %
NET PROFIT	(99,268.10)	(544,200.00)	(444,931.90)	18.2 %

Insert 7.1.3

Kings River East - GSA
Journal Report
March 2025 - current month

Post/Sys Date	Journal	Reference		Description / Accounts	Debits	Credits
03/01/2025	A/P	KRCD		Invoice: 4767		
			8280.000	Proffessional Services	1,173.60	
			2010.000	Accounts Payables		1,173.60
03/01/2025	A/P	KRCD		Invoice: 4873		
			8280.000	Proffessional Services	2,042.24	
			2010.000	Accounts Payables		2,042.24
03/01/2025	A/P	KRCD		Invoice: 4998		
			8280.000	Proffessional Services	1,648.72	
			2010.000	Accounts Payables		1,648.72
03/01/2025	A/P	KRCD		Invoice: 5111		
			8280.000	Proffessional Services	1,223.98	
			2010.000	Accounts Payables		1,223.98
03/14/2025	A/P	P&P		Invoice: 118062		
			8270.000	Engineering	6,900.52	
			2010.000	Accounts Payables		6,900.52
03/14/2025	A/P	P&P		Invoice: 118057		
			8270.000	Engineering	576.96	
			2010.000	Accounts Payables		576.96
03/14/2025	A/P	P&P		Invoice: 118052		
			8270.000	Engineering	136.40	
			2010.000	Accounts Payables		136.40
03/18/2025	A/P	AID		Check: CK010275		
			1120.000	Valley Strong - General Fund		393.44
			2010.000	Accounts Payables	393.44	
03/18/2025	A/P	AID		Void: CK010275		
			1120.000	Valley Strong - General Fund	393.44	
			2010.000	Accounts Payables		393.44
03/18/2025	A/P	AID		Check: CK010279		
			1120.000	Valley Strong - General Fund		393.44
			2010.000	Accounts Payables	393.44	
03/18/2025	A/P	BMJ		Check: CK010276		
			1120.000	Valley Strong - General Fund		5,301.13
			2010.000	Accounts Payables	5,301.13	

Insert 7.1.4

Post/Sys Date	Journal	Reference	Description / Accounts	Debits	Credits
03/18/2025	A/P	BMJ	Void: CK010276		
		1120.000	Valley Strong - General Fund	5,301.13	
		2010.000	Accounts Payables		5,301.13
03/18/2025	A/P	BMJ	Check: CK010280		
		1120.000	Valley Strong - General Fund		5,301.13
		2010.000	Accounts Payables	5,301.13	
03/18/2025	A/P	C&M	Check: CK010277		
		1120.000	Valley Strong - General Fund		5,630.00
		2010.000	Accounts Payables	5,630.00	
03/18/2025	A/P	C&M	Void: CK010277		
		1120.000	Valley Strong - General Fund	5,630.00	
		2010.000	Accounts Payables		5,630.00
03/18/2025	A/P	C&M	Check: CK010281		
		1120.000	Valley Strong - General Fund		5,630.00
		2010.000	Accounts Payables	5,630.00	
03/18/2025	A/P	P&P	Check: CK010278		
		1120.000	Valley Strong - General Fund		20,291.94
		2010.000	Accounts Payables	20,291.94	
03/18/2025	A/P	P&P	Void: CK010278		
		1120.000	Valley Strong - General Fund	20,291.94	
		2010.000	Accounts Payables		20,291.94
03/18/2025	A/P	P&P	Check: CK010282		
		1120.000	Valley Strong - General Fund		20,291.94
		2010.000	Accounts Payables	20,291.94	
03/27/2025	A/P	P&P	Invoice: 118514		
		8300.000	Outreach	38.50	
		2010.000	Accounts Payables		38.50
03/31/2025	A/P	AID	Invoice: 5192		
		8110.000	Administrative Services	657.37	
		8120.000	Office Supplies/Material	25.61	
		8115.000	Mileage	43.55	
		2010.000	Accounts Payables		726.53
03/31/2025	A/P	BMJ	Invoice: 495270		
		8210.000	Legal	1,774.20	
		2010.000	Accounts Payables		1,774.20
03/31/2025	C/R	Dep 31	Interest Income		
		8630.000	Interest Income		319.85
		1030.000	Valley Strong Money Market	319.85	

Post/Sys Date	Journal	Reference	Description / Accounts	Debits	Credits
			Report Totals	111,411.03	111,411.03

Kings River East - GSA

Insert 7.1.6

Reconciliation Report

Cash Account #1 [Valley Stong - GF], Sorted by Check Date
Statement date: 03/31/25 Reconciliation date: 03/31/25

Statement beginning balance	2,843.88
Cleared deposits	0.00
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	-393.44
Cleared EFTs	0.00
Calculated statement balance	2,450.44
Statement ending balance	2,450.44
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	2,450.44
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	-31,223.07
Outstanding EFTs	0.00
Adjusted statement balance	-28,772.63
General Ledger account balance as of 03/31/25	-28,772.63
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Kings River East - GSA

Reconciliation Report

Cash Account #2 [Valley Strong - MM], Sorted by Check Date
Statement date: 03/31/25 Reconciliation date: 03/31/25

Statement beginning balance	84,475.31
Cleared deposits	319.85
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	84,795.16
Statement ending balance	84,795.16
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	84,795.16
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	84,795.16
General Ledger account balance as of 03/31/25	84,795.16
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Kings River East - GSA

Insert 7.1.8

Reconciliation Report

Cash Account #3 [Valley Strong - Savings], Sorted by Check Date
Statement date: 03/31/25 Reconciliation date: 03/31/25

Statement beginning balance	5.00
Cleared deposits	0.00
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	5.00
Statement ending balance	5.00
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	5.00
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	5.00
General Ledger account balance as of 03/31/25	5.00
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Insert 7.1.9

VALLEY STRONG CREDIT UNION

P.O. BOX 9506 BAKERSFIELD, CA 93389-9506

CHANGE SERVICE REQUESTED

882130 2236 1/3 UNQ 04-01-25 CLT
000002235 1

KINGS RIVER EAST GSA
289 N L ST
DINUBA CA 93618-2107

Account Statement

(661) 833-7900 | (800) 221-3311
www.valleystrong.com

MEMBER NUMBER [redacted]
STATEMENT FOR **03/01/2025 - 03/31/2025**

Please Note: Due to a system processing issue, the February Monthly Service Fee was assessed on March 12, 2025 instead of February 28, 2025. We apologize for any inconvenience this may have caused.

YOUR ACCOUNT BALANCES AS OF 03/31/2025

BUSINESS SHARE SAVINGS ID 0001	$5.00
BASIC BUS CHECKING ID 0002	$2,450.44
PUBLIC BUS MONEY MARKET ID 0003	$84,795.16
ACCOUNT BALANCE TOTAL	$87,250.60
TOTAL DIVIDENDS PAID YEAR-TO-DATE	$1,043.53

Need a Loan?
Call (800) 221-3311

BUSINESS SHARE SAVINGS

BEGINNING BALANCE	$5.00
0 TOTAL CREDITS	$0.00
0 TOTAL DEBITS	$0.00
ENDING BALANCE	$5.00

BASIC BUS CHECKING

BEGINNING BALANCE	$2,843.88
0 TOTAL CREDITS	$0.00
1 TOTAL DEBITS	$393.44-
ENDING BALANCE	$2,450.44

DATE	DEBIT TRANSACTION DESCRIPTION	AMOUNT
03/21	DRAFT 10279 TRACER 921200000130914 ON US DRAFT	$393.44-

SUMMARY BY CHECK NUMBER

* Asterisk next to number indicates skip in sequence

1 CHECKS CLEARED FOR $393.44

NUMBER	CLEARED	AMOUNT	NUMBER	CLEARED	AMOUNT	NUMBER	CLEARED	AMOUNT
10279	03/21/25	$393.44						

PUBLIC BUS MONEY MARKET

BEGINNING BALANCE	$84,475.31
1 TOTAL CREDITS	$319.85
0 TOTAL DEBITS	$0.00
ENDING BALANCE	$84,795.16

ANNUAL PERCENTAGE YIELD EARNED 4.550% FROM 03/01/2025 THROUGH 03/31/2025

DATE	CREDIT TRANSACTION DESCRIPTION	AMOUNT
03/31	DEPOSIT DIVIDEND	$319.85

RECEIVED
APR 02 2025
Alta Irrigation District

NCUA Federally Insured by NCUA

EQUAL HOUSING LENDER

Continued on next page.

Kings River East - GSA

Insert 7.1.10

Reconciliation Report

Cash Account #4 [LAIF], Sorted by Check Date
Statement date: 03/31/25 Reconciliation date: 03/31/25

Statement beginning balance	2,365.85
Cleared deposits	0.00
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	2,365.85
Statement ending balance	2,365.85
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	2,365.85
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	2,365.85
General Ledger account balance as of 03/31/25	2,365.85
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Insert 7.1.11

California State Treasurer
Fiona Ma, CPA

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

April 01, 2025

LAIF Home
PMIA Average Monthly Yields

KINGS RIVER EAST GROUNDWATER
SUSTAINABILITY AGENCY
TREASURER
289 NORTH L STREET
DINUBA, CA 93618

Tran Type Definitions

Account Number: [redacted]

March 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	2,365.85
Total Withdrawal:	0.00	Ending Balance:	2,365.85

RECEIVED
APR 01 2025
Alta Irrigation District

Insert 7.1.12

Kings River East - GSA
Balance Sheet

April 2025

	ASSETS		
Current Assets			
Cash and Investments			
LAIF	2,391.92		
Valley Strong Money Market	53,023.79		
Valley Strong - Savings Account	5.00		
Valley Strong - General Fund	3,227.37		
TOTAL Cash and Investments		58,648.08	
TOTAL Current Assets			58,648.08
TOTAL ASSETS			58,648.08
	LIABILITIES		
Current Liabilities			
Accounts Payables		22,909.09	
TOTAL Current Liabilities			22,909.09
TOTAL LIABILITIES			22,909.09
	CAPITAL		
Retained Earnings		149,033.71	
Year-to-Date Earnings		(113,294.72)	
TOTAL CAPITAL			35,738.99
TOTAL LIABILITIES & CAPITAL			58,648.08

Insert 7.1.13

Kings River East - GSA

Income Statement

Year-to-Date Performance, April 2025 - current month

	7 Months Ended April 30, 2025	*Annual Budget*	*Unused*	*% Used*
NET INCOME	0.00	0.00	0.00	
GROSS PROFIT	0.00	0.00	0.00	
Expenses				
Administrative Services	2,570.78	10,000.00	7,429.22	25.7 %
Mileage	304.85	500.00	195.15	61.0 %
Office Supplies/Material	128.15	300.00	171.85	42.7 %
Postage	6.21	50.00	43.79	12.4 %
Training & Seminars	0.00	500.00	500.00	
Dues & Subscriptions	1,556.28	3,300.00	1,743.72	47.2 %
Audit Fee	5,630.00	5,200.00	(430.00)	108.3 %
Insurance	1,688.00	1,800.00	112.00	93.8 %
Legal	21,857.20	20,000.00	(1,857.20)	109.3 %
Bank Fee	0.00	50.00	50.00	
Engineering	69,501.91	250,000.00	180,498.09	27.8 %
Proffessional Services	12,512.84	250,000.00	237,487.16	5.0 %
Misc Expenses	0.00	5,000.00	5,000.00	
Outreach	871.30	5,000.00	4,128.70	17.4 %
TOTAL Expenses	116,627.52	551,700.00	435,072.48	21.1 %
OPERATING PROFIT	(116,627.52)	(551,700.00)	(435,072.48)	21.1 %
Other Income & Expenses				
Interest Income	3,332.80	7,500.00	4,167.20	44.4 %
TOTAL Other Income & Expenses	3,332.80	7,500.00	4,167.20	44.4 %
PROFIT BEFORE TAXES	(113,294.72)	(544,200.00)	(430,905.28)	20.8 %
NET PROFIT	(113,294.72)	(544,200.00)	(430,905.28)	20.8 %

Insert 7.1.14

Kings River East - GSA
Journal Report
April 2025 - current month

Post/Sys Date	Journal	Reference		Description / Accounts	Debits	Credits
04/16/2025	A/P	P&P		Invoice: 118833		
			8280.000	Proffessional Services	6,424.30	
			2010.000	Accounts Payables		6,424.30
04/23/2025	A/P	P&P		Invoice: 119265		
			8270.000	Engineering	1,347.80	
			2010.000	Accounts Payables		1,347.80
04/25/2025	A/P	P&P		Invoice: 119282		
			8270.000	Engineering	4,472.00	
			2010.000	Accounts Payables		4,472.00
04/28/2025	A/P	P&P		Invoice: 119377		
			8300.000	Outreach	408.40	
			2010.000	Accounts Payables		408.40
04/30/2025	A/P	AID		Invoice: 5210		
			8110.000	Administrative Services	502.62	
			8120.000	Office Supplies/Material	19.58	
			8115.000	Mileage	43.55	
			8130.000	Postage	2.07	
			2010.000	Accounts Payables		567.82
04/30/2025	A/P	BMJ		Invoice: 496193		
			8210.000	Legal	1,061.00	
			2010.000	Accounts Payables		1,061.00
04/10/2025	C/D	Tfr 14		Transfer Funds		
			1120.000	Valley Strong - General Fund	32,000.00	
			1030.000	Valley Strong Money Market		32,000.00
04/15/2025	C/R	Dep 12		Interest Income		
			8630.000	Interest Income		26.07
			1010.000	LAIF	26.07	
04/30/2025	C/R	Dep 32		Interest Income		
			8630.000	Interest Income		228.63
			1030.000	Valley Strong Money Market	228.63	
				Report Totals	46,536.02	46,536.02

Kings River East - GSA

Reconciliation Report

Cash Account #1 [Valley Stong - GF], Sorted by Check Date
Statement date: 04/30/25 Reconciliation date: 04/30/25

Statement beginning balance	2,450.44
Cleared deposits	32,000.00
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	-31,223.07
Cleared EFTs	0.00
Calculated statement balance	3,227.37
Statement ending balance	3,227.37
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	3,227.37
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	3,227.37
General Ledger account balance as of 04/30/25	3,227.37
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Kings River East - GSA

Reconciliation Report

Cash Account #2 [Valley Strong - MM], Sorted by Check Date
Statement date: 04/30/25 Reconciliation date: 04/30/25

Statement beginning balance	84,795.16
Cleared deposits	228.63
Cleared charges	-32,000.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	53,023.79
Statement ending balance	53,023.79
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	53,023.79
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	53,023.79
General Ledger account balance as of 04/30/25	53,023.79
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Kings River East - GSA

Insert 7.1.17

Reconciliation Report

Cash Account #3 [Valley Strong - Savings], Sorted by Check Date
Statement date: 04/30/25 Reconciliation date: 04/30/25

Statement beginning balance	5.00
Cleared deposits	0.00
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	5.00
Statement ending balance	5.00
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	5.00
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	5.00
General Ledger account balance as of 04/30/25	5.00
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Insert 7.1.18

VALLEY STRONG CREDIT UNION

P.O. BOX 9506 BAKERSFIELD, CA 93389-9506

CHANGE SERVICE REQUESTED

895060 2219 1/4 UNQ 05-01-25 CLT
000002218 1

KINGS RIVER EAST GSA
289 N L ST
DINUBA CA 93618-2107

RECEIVED
MAY 02 2025
Alta Irrigation District

Account Statement

(661) 833-7900 | (800) 221-3311
www.valleystrong.com
MEMBER NUMBER [redacted]
STATEMENT FOR **04/01/2025 - 04/30/2025**

Please Note: Due to a system processing issue, the February Monthly Service Fee was assessed on March 12, 2025 instead of February 28, 2025. We apologize for any inconvenience this may have caused.

YOUR ACCOUNT BALANCES AS OF 04/30/2025

BUSINESS SHARE SAVINGS ID 0001	$5.00
BASIC BUS CHECKING ID 0002	$3,227.37
PUBLIC BUS MONEY MARKET ID 0003	$53,023.79
ACCOUNT BALANCE TOTAL	$56,256.16
TOTAL DIVIDENDS PAID YEAR-TO-DATE	$1,272.16

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BUSINESS SHARE SAVINGS

BEGINNING BALANCE	$5.00
0 TOTAL CREDITS	$0.00
0 TOTAL DEBITS	$0.00
ENDING BALANCE	$5.00

BASIC BUS CHECKING

BEGINNING BALANCE	$2,450.44
1 TOTAL CREDITS	$32,000.00
3 TOTAL DEBITS	$31,223.07-
ENDING BALANCE	$3,227.37

DATE	DEBIT TRANSACTION DESCRIPTION	AMOUNT
04/14	DRAFT 10280 TRACER 923600000005302	$5,301.13-
04/15	DRAFT 10281 TRACER 923700000005469	$5,630.00-
04/15	DRAFT 10282 TRACER 923700000003412	$20,291.94-

DATE	CREDIT TRANSACTION DESCRIPTION	AMOUNT
04/10	DEPOSIT TRANSFER FROM SHARE 0003 0002	$32,000.00

SUMMARY BY CHECK NUMBER

* Asterisk next to number indicates skip in sequence

3 CHECKS CLEARED FOR $31,223.07

NUMBER	CLEARED	AMOUNT	NUMBER	CLEARED	AMOUNT	NUMBER	CLEARED	AMOUNT
10280	04/14/25	$5,301.13	10281	04/15/25	$5,630.00	10282	04/15/25	$20,291.94

PUBLIC BUS MONEY MARKET

BEGINNING BALANCE	$84,795.16
1 TOTAL CREDITS	$228.63
1 TOTAL DEBITS	$32,000.00-
ENDING BALANCE	$53,023.79

ANNUAL PERCENTAGE YIELD EARNED 4.550% FROM 04/01/2025 THROUGH 04/30/2025

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Continued on next page.

EQUAL HOUSING LENDER

VALLEY STRONG CREDIT UNION

P.O. BOX 9506 BAKERSFIELD, CA 93389-9506

Account Statement

(661) 833-7900 | (800) 221-3311
www.valleystrong.com

MEMBER NUMBER [redacted]
STATEMENT FOR **04/01/2025 - 04/30/2025**

PUBLIC BUS MONEY MARKET

DATE	DEBIT TRANSACTION DESCRIPTION	AMOUNT
04/10	WITHDRAWAL TRANSFER TO SHARE 0002 0002	$32,000.00-

DATE	CREDIT TRANSACTION DESCRIPTION	AMOUNT
04/30	DEPOSIT DIVIDEND	$228.63

2

Continued on next page.

Kings River East - GSA

Reconciliation Report

Cash Account #4 [LAIF], Sorted by Check Date
Statement date: 04/30/25 Reconciliation date: 04/30/25

Statement beginning balance	2,365.85
Cleared deposits	26.07
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	2,391.92
Statement ending balance	2,391.92
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	2,391.92
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	2,391.92
General Ledger account balance as of 04/30/25	2,391.92
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Insert 7.1.20

California State Treasurer
Fiona Ma, CPA

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

May 01, 2025

LAIF Home
PMIA Average Monthly Yields

KINGS RIVER EAST GROUNDWATER
SUSTAINABILITY AGENCY
TREASURER
289 NORTH L STREET
DINUBA, CA 93618

Tran Type Definitions

Account Number: [redacted]

April 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
4/15/2025	4/14/2025	QRD	1772132	N/A	SYSTEM	26.07

Account Summary

Total Deposit:	26.07	Beginning Balance:	2,365.85
Total Withdrawal:	0.00	Ending Balance:	2,391.92

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MAY 01 2025
[illegible] Irrigation District

Kings River East - GSA
Balance Sheet

Insert 7.1.21

May 2025

	ASSETS		
Current Assets			
Cash and Investments			
LAIF	2,391.92		
Valley Strong Money Market	53,217.62		
Valley Strong - Savings Account	5.00		
Valley Strong - General Fund	3,227.37		
TOTAL Cash and Investments		58,841.91	
TOTAL Current Assets			58,841.91
TOTAL ASSETS			58,841.91
	LIABILITIES		
Current Liabilities			
Accounts Payables		39,106.26	
TOTAL Current Liabilities			39,106.26
TOTAL LIABILITIES			39,106.26
	CAPITAL		
Retained Earnings		149,033.71	
Year-to-Date Earnings		(129,298.06)	
TOTAL CAPITAL			19,735.65
TOTAL LIABILITIES & CAPITAL			58,841.91

Insert 7.1.22

Kings River East - GSA
Income Statement
Year-to-Date Performance, May 2025 - current month

	8 Months Ended May 31, 2025	*Annual Budget*	*Unused*	*% Used*
NET INCOME	0.00	0.00	0.00	
GROSS PROFIT	0.00	0.00	0.00	
Expenses				
Administrative Services	2,702.63	10,000.00	7,297.37	27.0 %
Mileage	348.40	500.00	151.60	69.7 %
Office Supplies/Material	133.29	300.00	166.71	44.4 %
Postage	6.21	50.00	43.79	12.4 %
Training & Seminars	0.00	500.00	500.00	
Dues & Subscriptions	1,556.28	3,300.00	1,743.72	47.2 %
Audit Fee	5,630.00	5,200.00	(430.00)	108.3 %
Insurance	1,688.00	1,800.00	112.00	93.8 %
Legal	23,137.70	20,000.00	(3,137.70)	115.7 %
Bank Fee	0.00	50.00	50.00	
Engineering	80,983.34	250,000.00	169,016.66	32.4 %
Proffessional Services	15,729.04	250,000.00	234,270.96	6.3 %
Misc Expenses	0.00	5,000.00	5,000.00	
Outreach	909.80	5,000.00	4,090.20	18.2 %
TOTAL Expenses	132,824.69	551,700.00	418,875.31	24.1 %
OPERATING PROFIT	(132,824.69)	(551,700.00)	(418,875.31)	24.1 %
Other Income & Expenses				
Interest Income	3,526.63	7,500.00	3,973.37	47.0 %
TOTAL Other Income & Expenses	3,526.63	7,500.00	3,973.37	47.0 %
PROFIT BEFORE TAXES	(129,298.06)	(544,200.00)	(414,901.94)	23.8 %
NET PROFIT	(129,298.06)	(544,200.00)	(414,901.94)	23.8 %

Insert 7.1.23

Kings River East - GSA
Journal Report
May 2025 - current month

Post/Sys Date	Journal	Reference		Description / Accounts	Debits	Credits
05/01/2025	A/P	P&P		Invoice: 119286		
			8270.000	Engineering	10,517.26	
			2010.000	Accounts Payables		10,517.26
05/16/2025	A/P	P&P		Invoice: 119710		
			8280.000	Proffessional Services	3,216.20	
			2010.000	Accounts Payables		3,216.20
05/23/2025	A/P	P&P		Invoice: 119990		
			8300.000	Outreach	38.50	
			2010.000	Accounts Payables		38.50
05/27/2025	A/P	P&P		Invoice: 120169		
			8270.000	Engineering	964.17	
			2010.000	Accounts Payables		964.17
05/31/2025	A/P	AID		Invoice: 5225		
			8110.000	Administrative Services	131.85	
			8120.000	Office Supplies/Material	5.14	
			8115.000	Mileage	43.55	
			2010.000	Accounts Payables		180.54
05/31/2025	A/P	BMJ		Invoice: 496787		
			8210.000	Legal	1,280.50	
			2010.000	Accounts Payables		1,280.50
05/31/2025	C/R	Dep 33		Interest Income		
			8630.000	Interest Income		193.83
			1030.000	Valley Strong Money Market	193.83	
				Report Totals	16,391.00	16,391.00

Kings River East - GSA

Reconciliation Report

Cash Account #1 [Valley Stong - GF], Sorted by Check Date
Statement date: 05/31/25 Reconciliation date: 05/31/25

Statement beginning balance	3,227.37
Cleared deposits	0.00
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	3,227.37
Statement ending balance	3,227.37
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	3,227.37
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	3,227.37
General Ledger account balance as of 05/31/25	3,227.37
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Kings River East - GSA

Insert 7.1.25

Reconciliation Report

Cash Account #2 [Valley Strong - MM], Sorted by Check Date
Statement date: 05/31/25 Reconciliation date: 05/31/25

Statement beginning balance	53,023.79
Cleared deposits	193.83
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	53,217.62
Statement ending balance	53,217.62
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	53,217.62
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	53,217.62
General Ledger account balance as of 05/31/25	53,217.62
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Kings River East - GSA

Reconciliation Report

Cash Account #3 [Valley Strong - Savings], Sorted by Check Date
Statement date: 05/31/25 Reconciliation date: 05/31/25

Statement beginning balance	5.00
Cleared deposits	0.00
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	5.00
Statement ending balance	5.00
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	5.00
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	5.00
General Ledger account balance as of 05/31/25	5.00
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Insert 7.1.27

VALLEY STRONG CREDIT UNION

P.O. BOX 9506 BAKERSFIELD, CA 93389-9506

CHANGE SERVICE REQUESTED
907413 2206 1/2 UNQ 06-01-25 CLT
000002205 1

KINGS RIVER EAST GSA
289 N L ST
DINUBA CA 93618-2107

Account Statement

(661) 833-7900 | (800) 221-3311
www.valleystrong.com
MEMBER NUMBER [redacted]
STATEMENT FOR **05/01/2025 - 05/31/2025**

YOUR ACCOUNT BALANCES AS OF 05/31/2025

BUSINESS SHARE SAVINGS ID 0001	$5.00
BASIC BUS CHECKING ID 0002	$3,227.37
PUBLIC BUS MONEY MARKET ID 0003	$53,217.62
ACCOUNT BALANCE TOTAL	$56,449.99
TOTAL DIVIDENDS PAID YEAR-TO-DATE	$1,465.99

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BUSINESS SHARE SAVINGS

BEGINNING BALANCE	$5.00
0 TOTAL CREDITS	$0.00
0 TOTAL DEBITS	$0.00
ENDING BALANCE	$5.00

BASIC BUS CHECKING

BEGINNING BALANCE	$3,227.37
0 TOTAL CREDITS	$0.00
0 TOTAL DEBITS	$0.00
ENDING BALANCE	$3,227.37

PUBLIC BUS MONEY MARKET

BEGINNING BALANCE	$53,023.79
1 TOTAL CREDITS	$193.83
0 TOTAL DEBITS	$0.00
ENDING BALANCE	$53,217.62

ANNUAL PERCENTAGE YIELD EARNED 4.390% FROM 05/01/2025 THROUGH 05/31/2025

DATE	CREDIT TRANSACTION DESCRIPTION	AMOUNT
05/31	DEPOSIT DIVIDEND	$193.83

RECEIVED
JUN 02 2025
Alta Irrigation District

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Continued on next page.

EQUAL HOUSING LENDER

Kings River East - GSA

Insert 7.1.28

Reconciliation Report

Cash Account #4 [LAIF], Sorted by Check Date
Statement date: 05/31/25 Reconciliation date: 05/31/25

Statement beginning balance	2,391.92
Cleared deposits	0.00
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	2,391.92
Statement ending balance	2,391.92
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	2,391.92
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	2,391.92
General Ledger account balance as of 05/31/25	2,391.92
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

California State Treasurer
Fiona Ma, CPA

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

June 02, 2025

LAIF Home
PMIA Average Monthly Yields

KINGS RIVER EAST GROUNDWATER
SUSTAINABILITY AGENCY
TREASURER
289 NORTH L STREET
DINUBA, CA 93618

Tran Type Definitions

Account Number: [redacted]

May 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	2,391.92
Total Withdrawal:	0.00	Ending Balance:	2,391.92

RECEIVED
JUN 02 2025
Alta Irrigation District

Kings River East - GSA
Balance Sheet

Insert 7.1.30

June 2025

	ASSETS		
Current Assets			
Cash and Investments			
LAIF	2,391.92		
Valley Strong Money Market	53,405.88		
Valley Strong - Savings Account	5.00		
Valley Strong - General Fund	3,227.37		
TOTAL Cash and Investments		59,030.17	
TOTAL Current Assets			59,030.17
TOTAL ASSETS			59,030.17
	LIABILITIES		
Current Liabilities			
Accounts Payables		50,857.40	
TOTAL Current Liabilities			50,857.40
TOTAL LIABILITIES			50,857.40
	CAPITAL		
Retained Earnings		149,033.71	
Year-to-Date Earnings		(140,860.94)	
TOTAL CAPITAL			8,172.77
TOTAL LIABILITIES & CAPITAL			59,030.17

Insert 7.1.31

Kings River East - GSA
Income Statement
Year-to-Date Performance, June 2025 - current month

	9 Months Ended June 30, 2025	Annual Budget	Unused	% Used
NET INCOME	0.00	0.00	0.00	
GROSS PROFIT	0.00	0.00	0.00	
Expenses				
Administrative Services	2,775.04	10,000.00	7,224.96	27.8 %
Mileage	391.95	500.00	108.05	78.4 %
Office Supplies/Material	136.11	300.00	163.89	45.4 %
Postage	6.21	50.00	43.79	12.4 %
Training & Seminars	0.00	500.00	500.00	
Dues & Subscriptions	1,556.28	3,300.00	1,743.72	47.2 %
Audit Fee	5,630.00	5,200.00	(430.00)	108.3 %
Insurance	1,688.00	1,800.00	112.00	93.8 %
Legal	23,734.20	20,000.00	(3,734.20)	118.7 %
Bank Fee	0.00	50.00	50.00	
Engineering	91,776.00	250,000.00	158,224.00	36.7 %
Proffessional Services	15,729.04	250,000.00	234,270.96	6.3 %
Misc Expenses	0.00	5,000.00	5,000.00	
Outreach	1,153.00	5,000.00	3,847.00	23.1 %
TOTAL Expenses	144,575.83	551,700.00	407,124.17	26.2 %
OPERATING PROFIT	(144,575.83)	(551,700.00)	(407,124.17)	26.2 %
Other Income & Expenses				
Interest Income	3,714.89	7,500.00	3,785.11	49.5 %
TOTAL Other Income & Expenses	3,714.89	7,500.00	3,785.11	49.5 %
PROFIT BEFORE TAXES	(140,860.94)	(544,200.00)	(403,339.06)	25.9 %
NET PROFIT	(140,860.94)	(544,200.00)	(403,339.06)	25.9 %

Kings River East - GSA
Journal Report
June 2025 - current month

Insert 7.1.32

Post/Sys Date	Journal	Reference	Description / Accounts	Debits	Credits
06/17/2025	A/P	P&P	Invoice: 120637		
		8270.000	Engineering	706.75	
		2010.000	Accounts Payables		706.75
06/17/2025	A/P	P&P	Invoice: 120647		
		8270.000	Engineering	6,073.96	
		2010.000	Accounts Payables		6,073.96
06/17/2025	A/P	P&P	Invoice: 120638		
		8270.000	Engineering	211.03	
		2010.000	Accounts Payables		211.03
06/18/2025	A/P	AID	Invoice: 5247		
		8110.000	Administrative Services	72.41	
		8120.000	Office Supplies/Material	2.82	
		8115.000	Mileage	43.55	
		2010.000	Accounts Payables		118.78
06/18/2025	A/P	P&P	Invoice: 121071		
		8300.000	Outreach	243.20	
		2010.000	Accounts Payables		243.20
06/18/2025	A/P	P&P	Invoice: 121486		
		8270.000	Engineering	3,533.36	
		2010.000	Accounts Payables		3,533.36
06/18/2025	A/P	P&P	Invoice: 121498		
		8270.000	Engineering	104.16	
		2010.000	Accounts Payables		104.16
06/18/2025	A/P	P&P	Invoice: 121497		
		8270.000	Engineering	163.40	
		2010.000	Accounts Payables		163.40
06/19/2025	A/P	BMJ	Invoice: 497540		
		8210.000	Legal	596.50	
		2010.000	Accounts Payables		596.50
06/30/2025	C/R	Dep 34	Interest Income		
		8630.000	Interest Income		188.26
		1030.000	Valley Strong Money Market	188.26	
			Report Totals	11,939.40	11,939.40

Kings River East - GSA

Reconciliation Report

Cash Account #1 [Valley Stong - GF], Sorted by Check Date
Statement date: 06/30/25 Reconciliation date: 06/30/25

Statement beginning balance	3,227.37
Cleared deposits	0.00
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	3,227.37
Statement ending balance	3,227.37
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	3,227.37
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	3,227.37
General Ledger account balance as of 06/30/25	3,227.37
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Kings River East - GSA

Insert 7.1.34

Reconciliation Report

Cash Account #2 [Valley Strong - MM], Sorted by Check Date
Statement date: 06/30/25 Reconciliation date: 06/30/25

Statement beginning balance	53,217.62
Cleared deposits	188.26
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	53,405.88
Statement ending balance	53,405.88
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	53,405.88
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	53,405.88
General Ledger account balance as of 06/30/25	53,405.88
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Kings River East - GSA

Insert 7.1.35

Reconciliation Report

Cash Account #3 [Valley Strong - Savings], Sorted by Check Date
Statement date: 06/30/25 Reconciliation date: 06/30/25

Statement beginning balance	5.00
Cleared deposits	0.00
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	5.00
Statement ending balance	5.00
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	5.00
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	5.00
General Ledger account balance as of 06/30/25	5.00
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Insert 7.1.36

VALLEY STRONG CREDIT UNION

P.O. BOX 9506 BAKERSFIELD, CA 93389-9506

CHANGE SERVICE REQUESTED
919185 2189 1/2 UNQ 07-01-25 CLT
000002188 1

KINGS RIVER EAST GSA
289 N L ST
DINUBA CA 93618-2107

Account Statement

(661) 833-7900 | (800) 221-3311
www.valleystrong.com
MEMBER NUMBER [redacted]
STATEMENT FOR **06/01/2025 - 06/30/2025**

YOUR ACCOUNT BALANCES AS OF 06/30/2025

BUSINESS SHARE SAVINGS ID 0001	$5.00
BASIC BUS CHECKING ID 0002	$3,227.37
PUBLIC BUS MONEY MARKET ID 0003	$53,405.88
ACCOUNT BALANCE TOTAL	$56,638.25
TOTAL DIVIDENDS PAID YEAR-TO-DATE	$1,654.25

Need a Loan?
Call (800) 221-3311

BUSINESS SHARE SAVINGS

BEGINNING BALANCE	$5.00
0 TOTAL CREDITS	$0.00
0 TOTAL DEBITS	$0.00
ENDING BALANCE	$5.00

BASIC BUS CHECKING

BEGINNING BALANCE	$3,227.37
0 TOTAL CREDITS	$0.00
0 TOTAL DEBITS	$0.00
ENDING BALANCE	$3,227.37

PUBLIC BUS MONEY MARKET

BEGINNING BALANCE	$53,217.62
1 TOTAL CREDITS	$188.26
0 TOTAL DEBITS	$0.00
ENDING BALANCE	$53,405.88

ANNUAL PERCENTAGE YIELD EARNED 4.390% FROM 06/01/2025 THROUGH 06/30/2025

DATE	CREDIT TRANSACTION DESCRIPTION	AMOUNT
06/30	DEPOSIT DIVIDEND	$188.26

RECEIVED
JUL 02 2025
Alta Irrigation District

NCUA Federally Insured by NCUA

Continued on next page.

EQUAL HOUSING LENDER

Insert 7.1.37

Kings River East - GSA

Reconciliation Report

Cash Account #4 [LAIF], Sorted by Check Date

Statement date: 06/30/25 Reconciliation date: 06/30/25

Statement beginning balance	2,391.92
Cleared deposits	0.00
Cleared charges	0.00
Cleared credits	0.00
Cleared withdrawals	0.00
Cleared checks	0.00
Cleared EFTs	0.00
Calculated statement balance	2,391.92
Statement ending balance	2,391.92
Difference	0.00

If your bank statement is in balance, then the Calculated statement balance will equal the Statement ending balance.

Statement ending balance	2,391.92
Outstanding deposits	0.00
Outstanding charges	0.00
Outstanding credits	0.00
Outstanding withdrawals	0.00
Outstanding checks	0.00
Outstanding EFTs	0.00
Adjusted statement balance	2,391.92
General Ledger account balance as of 06/30/25	2,391.92
Difference	0.00

If your bank statement is in balance with your General Ledger, then the Adjusted statement balance will equal the General Ledger account balance.

Insert 7.1.38

California State Treasurer
Fiona Ma, CPA

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

July 01, 2025

LAIF Home
PMIA Average Monthly Yields

KINGS RIVER EAST GROUNDWATER
SUSTAINABILITY AGENCY
TREASURER
289 NORTH L STREET
DINUBA, CA 93618

Tran Type Definitions

Account Number: [redacted]

June 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	2,391.92
Total Withdrawal:	0.00	Ending Balance:	2,391.92

RECEIVED
JUL 01 2025
Alta Irrigation District

Insert 8.3

RECORDING REQUESTED BY:

Kings River East GSA

AND WHEN RECORDED MAIL TO:

Kings River East GSA
289 North L Street
Dinuba, CA 93618

With copy to:
Lauren D. Layne, Esq.
BAKER MANOCK & JENSEN, PC
5260 North Palm Avenue, Suite 201
Fresno, California 93704

Exempt from Building and Jobs Act Fee per Gov't Code § 27388.1(a)(2)(D) Public Agency
No fee pursuant to Gov't Code §§ 6103, 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Affects APN(s): _____

WELL MITIGATION AGREEMENT

THIS WELL MITIGATION AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 20____ ("Effective Date") by and between Kings River East Groundwater Sustainability Agency, a California public agency ("Agency") and _____ ("Owner"). The Agency and the Owner are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. WHEREAS, Agency is a groundwater sustainability agency ("GSA") formed to implement the Sustainable Groundwater Management Act ("SGMA") in a portion of the Kings groundwater subbasin (DWR Bulletin 118, Subbasin 5-022.08) (the "Subbasin"); and

B. WHEREAS, Agency has prepared a groundwater sustainability plan ("GSP") for its portion of the Subbasin, which GSP was approved by the Department of Water Resources ("DWR") on August 4, 2023; and

C. WHEREAS, Agency has implemented a Domestic Well Mitigation Program Policy (the "Agency Policy") based on and incorporating the Kings Subbasin Domestic Well Mitigation Program adopted in April 2024 by all seven GSAs in the Subbasin, as it may be amended from time to time (together with any and all amendments or revisions, the "Subbasin Program") as part of its GSP implementation; and

D. WHEREAS, the Subbasin Program intends to mitigate the impacts on domestic and State Small Water System wells that go dry due to groundwater level declines during SGMA implementation in the Subbasin; and

E. WHEREAS, Owner is the fee simple owner of that certain real property more commonly known as [Fresno or Tulare] County Assessor's Parcel Number(s) ("APN") _____ and located at [address], which is more particularly described in **Exhibit "A"** attached hereto (the "Property"), which Property is improved with a domestic well ("Well"); and

F. WHEREAS, Owner has reviewed the Subbasin Program and the Agency Policy and submitted an application for well mitigation assistance (the "Application"); and

G. WHEREAS, Agency has reviewed the Application and determined that the Owner is eligible for well mitigation assistance for the Well pursuant to the Subbasin Program and the Agency Policy; and

H. WHEREAS, Owner and Agency wish to memorialize the terms and conditions associated with Agency's provision of well mitigation assistance.

NOW THEREFORE, in consideration of the mutual covenants, obligations, and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT:

1. Incorporation of Recitals. The above recitals are true and correct and made a part hereof.

2. Definitions. Unless a particular word or phrase is otherwise defined or the context requires otherwise, capitalized terms used in this Agreement shall have the meanings set forth below.

2.1 Mitigation Measure. The term "Mitigation Measure" shall mean any of the Well Mitigation Options described in the Subbasin Program, in the following order of priority: (i) lowering the existing Well pump; (ii) deepening the Well; (iii) drilling a Replacement Well (including costs of abandonment of the existing Well, in Agency's sole discretion); (iv) replacing the existing Well pump after mitigation with a larger pump if needed to meet reasonable water demand and pressure requirements; and (v) other options, to the extent feasible and practical for Agency.

2.2 Replacement Well. The term "Replacement Well" means a groundwater well which is constructed to provide water for the same purpose as the original Well, which shall be limited to domestic use only as defined in the Agency Policy.

3. Well Mitigation Assistance. Agency shall provide financial assistance to the Owner for costs to mitigate the effects on the Well caused by lowered groundwater levels as a

result of SGMA implementation in Agency's sole and reasonable discretion, subject to the terms and conditions of this Agreement.

3.1 Specifications. The Mitigation Measure selected as the most feasible and reasonable for the Well shall be completed pursuant to the specifications more particularly described in **Exhibit "B"** attached hereto and incorporated herein (the "Specifications"). Wells must conform to the design standards stipulated by the Program, any Agency Policy, rules or regulations, and this Agreement. If Owner drills a well deeper than authorized by the Specifications, Owner shall be required to pay for the additional costs associated with the deeper well above the Payment amount (as defined below).

3.2 Well Driller. Owner shall engage a drilling contractor on Agency's pre-approved contractor list or a driller with a C-57 license in good standing with the Agency (the "Well Driller") within thirty (30) days of the Effective Date. The Well Driller shall complete the Mitigation Measure according to the Specifications. The Well Driller is required to maintain commercial general liability insurance with adequate coverage for liability arising from their work pursuant to the Mitigation Measure selected and this Agreement.

3.3 Well Standards. All new, modified, and abandoned wells shall comply with California State Well Standards, DWR Bulletin 74-81 and Bulletin 74-90, and applicable County Water Well Standards.

3.4 Well Abandonment. If a Replacement Well is drilled as part of the Mitigation Assistance, Agency may, in its sole discretion, either (i) have the replaced Well destroyed at the Agency's sole cost based on the pro-rated cost share as described in Section 4.1 below, or (ii) utilize the replaced Well as a monitoring point for tracking groundwater levels and water quality. If Agency elects to utilize the replaced Well as a monitoring point, Owner agrees to allow the Agency or its designees continued access to the replaced Well for monitoring purposes.

4. Payment. Agency will pay for all allowable costs of the Mitigation Assistance in an amount of _____ Dollars ($_____) (the "Payment").

4.1 [ALTERNATE PROVISION] Cost Share. Owner and Agency agree to share the costs of the selected Mitigation Measure pursuant to the Specifications ("Cost Share"). Agency's portion of the cost of construction of a Replacement Well decreases proportionally with the age of the Well at two percent (2%) per year, beginning the first year after the Original Well was constructed, to account for depreciation of the well asset. Agency's portion of Well destruction costs will also decrease with the age of the Well in the same manner. The schedule of each Party's responsibilities under the Cost Share is described in **Exhibit "___"** attached to this Agreement. Agency may reimburse fully for the cost of the well assessment, well deepening, lowering a pump, and installing a larger pump.

4.2 Allowable Costs. Costs eligible for reimbursement under this Agreement shall include those costs identified in **Exhibit "___-1"** attached hereto and incorporated herein by this reference ("Allowable Costs"). Costs ineligible for reimbursement shall include those costs identified in **Exhibit "___-2"** attached hereto and incorporated herein ("Ineligible

Costs").

4.3 Utilities. The Agency may pay for electrical and plumbing services to the extent necessary to restore water service to the residential dwelling associated with a replaced or deepened Well. If necessary to provide service to the new well, other appurtenance upgrades may be provided such as power poles, electrical panels, groundwater rods, pressure tanks, etc. Agency will not pay for costs to replace infrastructure that is adequately sized but in disrepair or poor condition.

4.4 Reimbursement. Upon completion of the Mitigation Measure according to the Specifications, Owner shall provide Agency with all original invoices for all Allowable Costs to complete the Mitigation Measure according to the Specifications (each, an "Invoice" and collectively, "Invoices"). Agency shall provide Owner reimbursement for all undisputed, Allowable Costs within forty-five (45) days of receipt of the Invoices up to the total Payment amount.

4.4.1 Disputes. If Agency disputes any portion of an Invoice, it shall provide notice of such disputed Invoice or portion of an Invoice within fourteen (14) days of receipt of the Invoice, with an opportunity for Owner to clarify such disputed Invoice. If Owner fails to clarify the disputed Invoice to Agency's representative identified in Section 12.6 below within seven (7) days, Agency's representative shall deny reimbursement for that disputed Invoice or portion of Invoice. Owner may appeal Agency's representative's denial to the Agency's Board of Directors. Owner's appeal will be heard at a regular meeting of the Agency's Board of Directors and Owner will receive notice of such meeting as required pursuant to the Ralph M. Brown Act. Agency's Board of Directors' decision will be final.

5. Term. The term of this Agreement shall commence on the Effective Date and shall continue for (i) fifty (50) years (the "Term").

6. Grant of Right of Entry. As consideration for the Mitigation Assistance, Owner grants to Agency, its agents, employees, consultants, and contractors (collectively, "Agency Agents") the right to enter the Property in order to access the Well and conduct the Mitigation Assistance activities, including inspecting the Well, removing and replacing the Well pump and related infrastructure, performing all activities necessary to complete the Mitigation Measure, and for the purpose of installing and reading flowmeters and monitoring groundwater levels in any Replacement Well, modified Well, or abandoned Well for the Term of this Agreement.

7. Owner Responsibilities.

7.1 Environmental Compliance. The Agency is not a lead agency for purposes of the California Environmental Quality Act ("CEQA") and is solely providing financial assistance to mitigate the effect of lowering groundwater levels on Owner's Well. Owner, its authorized Well Driller, or the lead agency pursuant to CEQA are responsible for ensuring CEQA compliance for any alteration, modification, replacement, or destruction of the Well or installation of the Replacement Well.

7.2 Safe Access. Owner shall allow Agency and Agency Agents safe and clear access to the Well(s) and Owner shall promptly respond to information requests from the

Agency and Agency Agents in a timely manner. Owner's failure to provide safe and clear access, free from harassment, by Agency's Agents to the Well(s) and any Replacement Well(s) shall be cause for immediate termination of this Agreement.

7.3 Ongoing Operation and Maintenance. After the Mitigation Measure has been completed, Owner shall be solely responsible for the operation and maintenance of the mitigated Well and any Replacement Well and shall ensure that it is used only for domestic purposes, including but not limited to indoor uses for drinking, washing, cooking and sanitation purposes, and limited outdoor use for washing, landscape irrigation and limited water features. Mitigated Wells or Replacement Wells shall not be used for agricultural irrigation purposes for the Term of this Agreement.

7.4 Water Quality. The quality and safety of private water wells is not regulated by the Safe Drinking Water Act ("SDWA") or any State or County laws. Owner is solely responsible for maintaining and monitoring the water quality of their private Well. Agency makes no guarantees or assurances that the mitigated Well or any Replacement Well installed under this Agreement meets drinking water quality standards.

7.5 Filtration. Owner is solely responsible for installing any necessary filtration or purification devices needed to ensure the Well or any Replacement Well is fit for domestic purposes.

7.6 Warranty. Owner is solely responsible for obtaining a warranty or guarantee on the modified Well or any Replacement Well from the Well Driller. Agency provides no such warranty or guarantee on any Mitigation Measure wholly or partially paid for by the Agency under this Agreement.

8. Termination.

8.1 Without Cause. Owner and Agency may each elect, in its sole discretion, to terminate this Agreement for any reason or no reason upon not less than thirty (30) days prior written notice to the other Party.

8.2 With Cause. Agency may terminate this Agreement upon five (5) business days' prior written notice to Owner for "cause". Agency shall notify Owner of the nature of the default and specify the period of time the breaching party has to cure the breach. If Owner fails to cure the breach within the specified time period, this Agreement shall terminate as of the date the cure period expires. For purposes of this Agreement, "cause" shall mean the occurrence of any of the following: (i) any default by Owner in the performance of its obligations under this Agreement; (ii) either Party is dissolved; (iii) negligence or willful misconduct by Owner in the performance of its obligations under this Agreement; (iv) fraud, material misrepresentation, misappropriation of funds or breach of trust by Owner; (vi) if Owner shall assign its rights or obligations under this Agreement contrary to the terms hereof without the assignment being first approved by Agency; (vi) if at any time Owner, or any resident inhabiting the Property, threatens, intimidates, or harasses Agency or Agency's Agents when they are exercising their Right of Entry pursuant to the terms of this Agreement; or (vii) if Owner fails to provide clear and safe access to the Well pursuant to Section 7.2 above.

8.3 Obligations After Termination. Upon any termination or expiration of this Agreement, the obligations of the Parties hereto (except those specified as surviving) shall cease as of the date of expiration or the date specified in the notice of termination, except (a) each Party shall continue to be liable for its respective obligations which have accrued up to and including the termination date and shall promptly pay to the other all amounts due the other Party under the terms of this Agreement, and (b) Owner shall be responsible for any full or partial Mitigation Measure work performed up to the termination date, including any costs incurred by Agency related to this Agreement.

9. Insurance. Owner shall obtain a policy of homeowner's insurance related to the Property and the Well providing for replacement value coverage and worker liability for the Term of this Agreement. Owner shall provide Agency with written proof of such coverage upon request.

10. Indemnification and Hold Harmless. Agency and Owner will exercise reasonable precautions to avoid damage to people and property. Each Party agrees that it is responsible for its own actions under this Agreement and hereby agrees, to the extent permitted by law, to indemnify and hold the other Party and their respective officers, agents, employees, consultants and contractors harmless against any asserted liability arising out of its actions, either willful, negligent, or intentional, in the performance of this Agreement. Such indemnity will include any losses relating to any claim made, whether or not a court action is filed. Notwithstanding the foregoing, Agency assumes no liability or responsibility pertaining to testing or remediating the Well(s) or any Replacement Wells for water quality issues other than lowering of groundwater levels. This Section 10 shall survive the termination or expiration of this Agreement.

11. Public Records and Disclosure. Owner acknowledges that this Agreement and other materials related to Mitigation Assistance may be public records subject to disclosure under the California Public Records Act ("CPRA"). Within five (5) days of disclosing records containing information related to Owner that are not subject to any legal and valid exemption to the CPRA, Agency shall provide notice to Owner of such disclosure. Owner waives any claims against the Agency for disclosure of records that the Agency has reasonably concluded are disclosable under the CPRA. Further, monitoring results from replaced Wells may be disclosed, without identifying the Owner, from time to time to state agencies and the public as part of the Agency's implementation of SGMA. This Section 11 shall survive the termination or expiration of this Agreement.

12. General Provisions.

12.1 Modifications. This Agreement may be amended, changed, or modified only as may be agreed in writing by the Parties from time-to-time.

12.2 Binding Effect. This Agreement shall run with the land and be binding on the Parties and their successors and assigns. The rights and benefits of any party under this Agreement may not be assigned without the prior written consent of the other Party, which consent may be granted or withheld in such other Party's sole and absolute discretion.

12.3 Governing Law. The validity, meaning, enforceability, and effect of the

Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of California.

12.4 Incorporation by Reference. All documents, instruments, attachments, exhibits, and other writings executed with, referred to in, or attached to this Agreement are incorporated by reference into this Agreement and are made a part of this Agreement as if fully set out herein. This Agreement, before such incorporation, controls in the event of any conflict with the terms of the Agreement.

12.5 Jurisdiction and Venue. Owner consents to the venue and jurisdiction of any court, state or federal, located in the County of Fresno. Owner agrees that any action, proceeding, or other matter arising directly or indirectly under this Agreement may be brought by Agency in its sole discretion in any such court. Owner agrees to that venue for any action, proceeding, or other matter properly placed in any such court located in the County of Fresno.

12.6 Notices. Any notice under this Agreement shall be in writing, without implying the obligation to provide such notice. Any notice to be given or document to be delivered under this Agreement shall be deemed to have been duly received on (a) delivery, if delivered in person or by any expedited delivery service that provides proof of delivery; (b) delivery by electronic mail; or (c) the fifth (5th) business day after mailing, if mailed by certified mail, return receipt requested, postage prepaid, addressed to Agency or Owner at the appropriate addresses. The addresses for notices are those set forth below or such other addresses as may be hereafter specified by written notice by the parties:

To Owner: _____
_____
_____
Telephone: _____
E-mail: _____

To Agency: Kings River East GSA
c/o _____
289 North L Street
Dinuba, CA 93618
Telephone: (559) 591-0800
E-mail: _____

12.7 Relationship of the Parties. Neither Agency nor Owner shall be deemed a partner, joint venturer, agent, or related entity of the other by reason of this Agreement.

12.8 Assignment. Neither Party may assign or delegate, without the written consent of the other, any of the rights or obligations under this Agreement.

12.9 Severability. If a court of competent jurisdiction finds any term or provision of this Agreement, or the application thereof to any person or circumstance, to be invalid, void, or unenforceable to any extent, (a) such court may amend and/or interpret such term or provision so that it will be valid to the fullest extent possible under law; and (b) the

remaining provisions of this Agreement and any application thereof shall continue in full force and effect without being impaired or invalidated in any way.

12.10 Time. Time is of the essence under this Agreement.

12.11 Waivers. Agency may at any time or from time-to-time waive all or any rights under any of this Agreement, but any waiver or indulgence at any time or from time- to-time shall not constitute, unless specifically so expressed by Agency in writing, a future waiver by Agency of performance by Owner.

12.12 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, all of which together shall constitute one instrument. Execution and delivery of a counterpart of this Agreement (i) by portable document format ("PDF") copy bearing the PDF signature of any party hereto, whether delivered by facsimile, e-mail or physical delivery service ("PDF Signature"), or (ii) by electronic signature of any Party hereto pursuant to electronic signature procedures the Agency may establish from time to time ("Electronic Signature"), shall be equally as effective as delivery of a manually executed counterpart of this Agreement and shall constitute a valid and binding execution and delivery of this Agreement by such Party. The Parties agree that: (x) each PDF Signature and/or Electronic Signature of such Party will be enforceable to the same extent as a manual signature, whether in court or otherwise; and (y) such Party will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of its PDF Signature or Electronic Signature.

12.13 Representations: The undersigned specifically represent that they are authorized to execute this Agreement and that the parties have the rights and capacities to perform the acts contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date entered above.

AGENCY	OWNER
Kings River East GSA	Landowner
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
Date signed: _____	Date signed: _____

EXHIBIT "A"

Legal Description of the Property

EXHIBIT "B"

The Specifications

EXHIBIT "C"

[ALTERNATE PROVISION] Cost Share Schedule

EXHIBIT "C-1"

Allowable Costs

EXHIBIT "C-2"

Ineligible Costs

RIGHT OF ENTRY
AND HOLD HARMLESS AGREEMENT
FOR WELL MITIGATION PROGRAM

THIS RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT FOR WELL MITIGATION PROGRAM (this "Agreement") is entered into as of this ____ day of _____, 20____ ("Effective Date") by and between Kings River East Groundwater Sustainability Agency, a California public agency ("Agency"), and _____ ("Grantor") to allow entry upon Grantor's property commonly identified by _____ County Assessor's Parcel Number(s) ("APN(s)") _____ and by street address as _____, _____, California _____ (the "Property"), upon the following terms and conditions:

1. **Grant of Right of Entry**. Grantor does hereby grant to Agency, its agents, employees, consultants, and contractors ("Grantees") the right of entry onto the Property for the following purposes: (i) to assess and inspect the structure of the domestic well(s) on the Property (each, a "Well") to determine the Well's eligibility for mitigation assistance from the Agency pursuant to the Kings Subbasin Domestic Well Mitigation Program (the "Subbasin Program") and any and all Agency policies implementing the Subbasin Program (collectively, "Agency Policy"); and (ii) if deemed eligible for mitigation assistance in the Agency's sole discretion, to install and remove temporary water supplies on the Property, as needed, to provide interim domestic water supply until more permanent mitigation measures are finalized ("Interim Water Supply"). "Interim Water Supply" as used in this Agreement may include exterior water tanks for provision of household water, bottled drinking water delivery, or other measures as outlined in the Subbasin Program or Agency Policy, in the Agency's sole discretion; and (iii) if deemed eligible for mitigation assistance, to inspect the Well and Well equipment, verify the status of the Well and need for mitigation, access the Well including measuring groundwater levels, assist in planning for the Well mitigation, abandoning the existing Well and inspecting the final well construction or well modification, and any other actions needed to complete the well mitigation process.

2. **Grantor's Obligations**.
    a. Grantor shall allow Grantees safe and clear access to the Well(s) for the entire term of this Agreement. Grantor's failure to provide safe and clear access to the Well(s) shall be cause for the Grantor's application for mitigation assistance to be rejected.
    b. Grantor shall respond to information requests from the Grantees in a timely manner.
    c. Grantor shall maintain the Interim Water Supply equipment in good working order including the water tank, water pump, and equipment for drinking water supplies. Grantor shall reimburse the Agency for any lost, stolen, or damaged equipment.
    d. If Interim Water Supply is provided, Grantor shall pay to the Agency Ten Dollars ($10) per any 5-gallon bottle of water that is not returned within 30-

days of delivery. Bottled water supply shall be used only for cooking and human consumption.

e. Grantor shall not sell or provide any of the Interim Water Supply to any other person or entity, other than members of Grantor's household.

f. Grantor shall be responsible for engaging a well services contractor ("Well Contractor") in good standing and paying for the initial investigation of the Well. If the Well is determined to be eligible for mitigation assistance by the Agency, and the fees for the well investigation appear reasonable, these Well Contractor costs may be reimbursed in full by the Agency, as described in a Well Mitigation Agreement between Grantor and the Agency.

g. While receiving Interim Water Supply, Grantor shall make all reasonable efforts to avoid delaying the Agency's well mitigation determination and activities. If selected for mitigation assistance, Grantor shall secure a signed contract with a well driller within 30 days of approval for well mitigation. The Agency's provision of Interim Water Supply will be reevaluated every 60 days by the Agency. If it appears, in the Agency's reasonable discretion, that its provision of well mitigation assistance is being delayed soley due to the actions or inactions of the Grantor, then this Agreement may be terminated pursuant to Section 5.b.ii of this Agreement. Delays due to backlogged well drillers will be taken into consideration by the Agency but may also necessitate that the landowner solicits additional bids to help expedite well mitigation.

3. **Use of Interim Water Supply**. If the Grantor is eligible for Interim Water Supply, Grantor shall use such Interim Water Supply for indoor domestic purposes only and shall limit daily water usage to less than 50 gallons per person per day.

4. **Term**. The term of this Agreement shall commence on the Effective Date and shall continue until the first to occur of any of the following events: (i) the Agency's final determination denying Grantor's application for mitigation assistance under the Subbasin Program and/or the Agency Policy, including any applicable appeals period; (ii) if deemed eligible for mitigation assistance, the termination date of Grantor's Mitigation Agreement with the Agency for permanent mitigation assistance; or (iii) the date of termination pursuant to Section 5 below.

5. **Termination**

   a. **By Grantor**. Grantor may terminate this Agreement after providing the Agency with thirty (30) days' advance written notice to the Agency. In the event that Grantor decides to terminate the Agreement after Interim Water Supply has been provided, Grantor shall, in good faith, grant Grantees access to the Property to remove any Interim Water Supply and Grantor shall be

responsible for all costs incurred by the Agency for provision of the Interim Water Supply up to the effective date of termination.

b. **By Agency**.

i. **For Harassment**. The Agency will not tolerate conduct that threatens, intimidates, or harasses any Grantee. This includes all acts of harassment, including harassment based on an individual's race, color, religion, gender/sex, national origin, ethnicity, citizenship status, genetic information, military status, age and disability. The Agency maintains the right to immediately terminate this Agreement if at any time Grantor, or any resident inhabiting the Property, threatens, intimidates, or harasses any Grantee when they are exercising their Right of Entry pursuant to the terms of this Agreement. If the Agency terminates this Agreement pursuant to this provision, Grantor shall, in good faith, grant Grantees access to the Property to remove any Interim Water Supply, and Grantor shall be responsible for all costs incurred by the Agency for provision of the Interim Water Supply up to the date of termination.

ii. **For Unreasonable Delay**. Pursuant to Section 2.g. of this Agreement, the Agency may terminate this Agreement and any Interim Water Supply if it appears, in the Agency's reasonable discretion, that its provision of well mitigation assistance is being delayed soley due to the actions or inactions of the Grantor; provided that the Agency shall provide 15 days' notice to Grantor to allow Grantor an opportunity to cure the delay. If the Agency terminates this Agreement pursuant to this provision, Grantor shall, in good faith, grant Grantees access to the Property to remove any Interim Water Supply, and Grantor shall be responsible for all costs incurred by the Agency for provision of the Interim Water Supply up to the date of termination.

6. **Indemnification and Hold Harmless.** The Agency and Grantor will exercise reasonable precautions to avoid damage to people and property. Each agrees that it is responsible for its own actions under this Agreement and hereby agrees, to the extent permitted by law, to indemnify and hold the other party and their respective officers, agents, employees, consultants and contractors harmless against any asserted liability arising out of its actions, either willful, negligent, or intentional, in the performance of this Agreement. Such indemnity will include any losses relating to any claim made, whether or not a court action is filed. Notwithstanding the foregoing, the Agency assumes no liability or responsibility pertaining to testing or remediating the Well(s) for water quality issues, but only for lowering of groundwater levels. This Section 6 shall survive the termination or expiration of this Agreement.

7. **Public Records**. Grantor acknowledges that this Agreement and other materials related to mitigation assistance may be public records subject to disclosure under the California Public Records Act and Grantor waives any claims against the Agency for

disclosure of records that the Agency has reasonably concluded are disclosable under the California Public Records Act. This Section 7 shall survive the termination or expiration of this Agreement.

8. **Limitation**. Grantor's execution of this Agreement does not obligate the Agency to provide well mitigation assistance to the Grantor. Grantor's eligibility for Well mitigation assistance shall be evaluated pursuant to the Subbasin Program and Agency Policy, in the Agency's sole discretion.

9. **Representations**. The undersigned specifically represent that they are authorized to execute this Agreement and that the parties have the rights and capacities to perform the acts contemplated by this Agreement.

10. **Time.** Time is of the essence under this Agreement.

11. **Counterparts and Electronic Signature.** This Agreement may be executed in one or more counterparts and such counterparts taken together shall constitute one and the same document. Execution and delivery of a counterpart of this Agreement (i) by portable document format ("PDF") copy bearing the PDF signature of any party hereto, whether delivered by facsimile, e-mail or physical delivery service ("PDF Signature"), or (ii) by electronic signature of any Party hereto, including, without limitation, "click through" acceptance, pursuant to electronic signature procedures the Agency may establish from time to time ("Electronic Signature"), shall be equally as effective as delivery of a manually executed counterpart of this Agreement and shall constitute a valid and binding execution and delivery of this Agreement by such Party. By clicking the box below, Grantor agrees that: (x) each PDF Signature and/or Electronic Signature of such Party will be enforceable to the same extent as a manual signature, whether in court or otherwise; and (y) such Party will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of its PDF Signature or Electronic Signature.

[signatures begin on following page]

AGENCY
Kings River East GSA
289 North L Street
Dinuba, CA 93618

_____
Signature

_____
Printed Name

GRANTOR
Landowner
Address
City State Zip

_____
Signature

_____
Printed Name

_____
Phone Number

_____
E-mail

Additional Site Contact:

_____
Printed Name

_____
Phone Number

_____
E-mail

DOMESTIC WELL MITIGATION PROGRAM - RULES & REGULATIONS

KINGS SUBBASIN

APRIL 2024

PREPARED BY:
Kings Subbasin Groundwater Sustainability Agencies

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North Fork Kings
Groundwater Sustainability Agency

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ACRONYMS AND ABBREVIATIONS

American Society for Testing and Materials ..... ASTM
American Water Works Association ..... AWWA
California Department of Water Resources ..... DWR
Groundwater Sustainability Agency ..... GSA
Groundwater Sustainability Program ..... GSP
Irrigated Lands Regulatory Program ..... ILRP
Kings Groundwater Subbasin ..... Kings Subbasin
Polyvinyl chloride ..... PVC
Safe Drinking Water Act ..... SDWA
Sustainable Groundwater Management Act ..... SGMA
Technical Advisory Committee ..... TAC
Well Mitigation Program ..... Program

1 INTRODUCTION

This document outlines the rules and regulations for the Kings Subbasin Domestic Well Mitigation Program (**Program**). The Program is intended to mitigate the impacts on domestic and State Small Water System wells that go dry due to groundwater level declines during the implementation of the Sustainable Groundwater Management Act (SGMA) in the Kings Subbasin. For purposes of this Program, the term "well" refers to domestic and State Small Water System wells, unless stated otherwise. This document outlines the entire process for mitigating groundwater level declines on wells including: assessing eligibility of applicants, registering wells, the steps for filing a claim and investigating the existing well, interim measures to provide temporary water supply, options for mitigating a well, required well design standards, payment options for the well owner, and well owner responsibilities. Major Program topics listed by report section are illustrated in **Figure 1**.

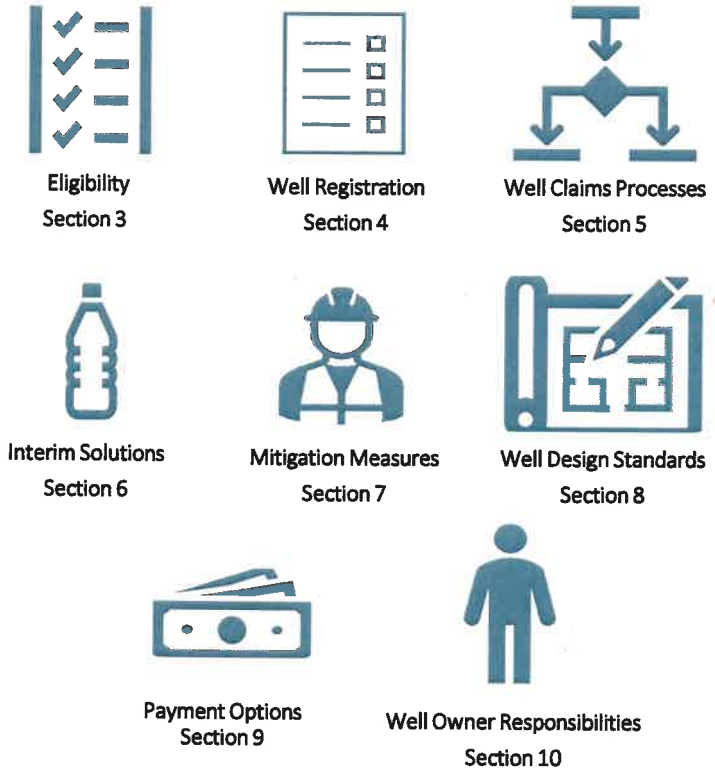

Figure 1: Program Topics by Report Sections

2 BACKGROUND INFORMATION

This Guidance Document was developed by the seven Groundwater Sustainability Agencies (**GSA**s) in the Kings Subbasin as part of their implementation of the Sustainable Groundwater Management Act (**SGMA**), and in an effort to reduce the effects of undesirable results on domestic well owners. Collectively, the program is known as the Kings Subbasin Domestic Well Mitigation Program (Program).

The Kings Subbasin is in the San Joaquin Valley Groundwater Basin in Central California. Under SGMA, the Kings Subbasin is divided into seven GSAs, which include:

- North Kings Groundwater Sustainability Agency
- McMullin Area Groundwater Sustainability Agency
- Kings River East Groundwater Sustainability Agency
- Central Kings Groundwater Sustainability Agency
- James Groundwater Sustainability Agency
- North Fork Kings Groundwater Sustainability Agency
- South Kings Groundwater Sustainability Agency.

The Kings Subbasin is located primarily in Fresno County, but parts extend into Kings and Tulare Counties. A map showing the extent of the Kings Subbasin and each GSA is presented in **Figure 2**. The Kings Subbasin boundary is defined in the California Department of Water Resources (DWR) Bulletin 118 as DWR Subbasin No. 5-22.08 (DWR, 2006).

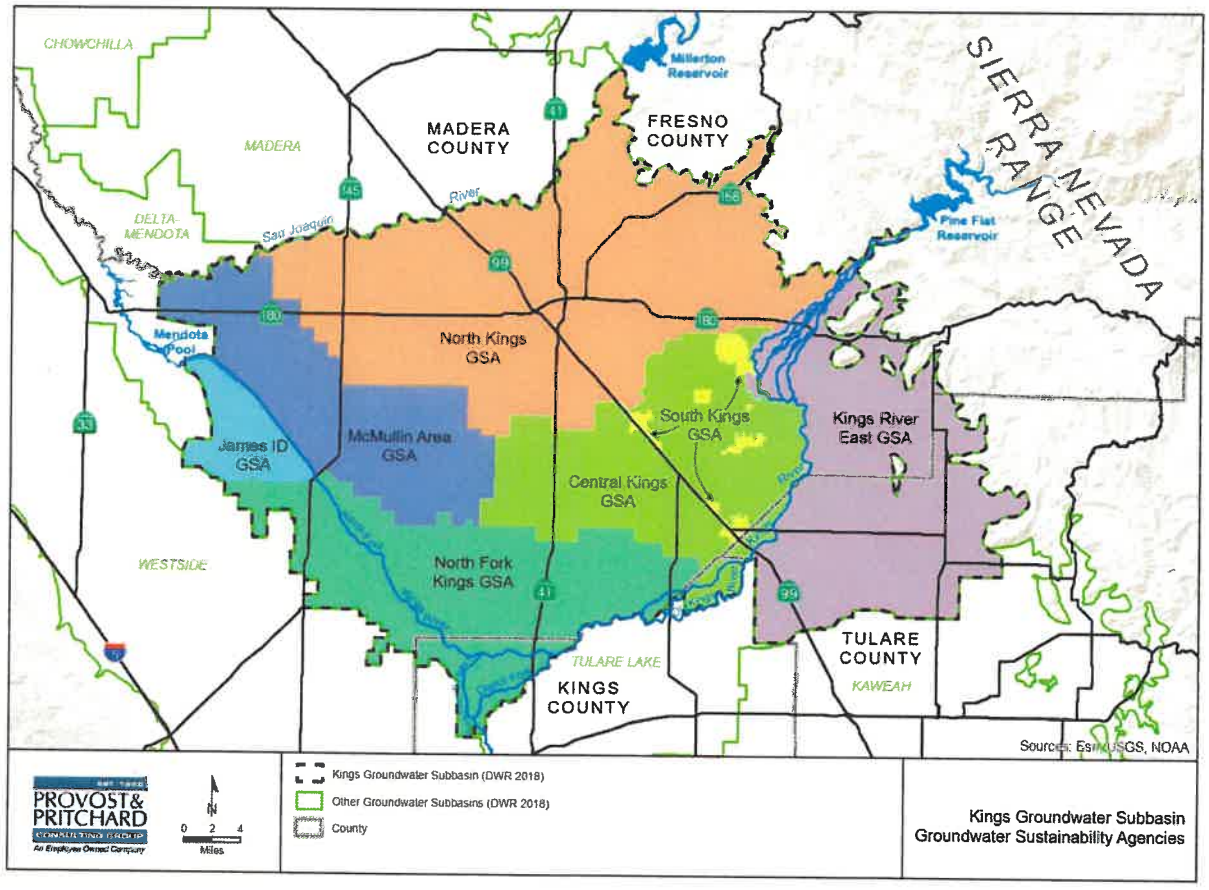

Figure 2: Groundwater Sustainability Agencies in the Kings Subbasin

The Kings Subbasin is an alluvial basin bounded north and south by the San Joaquin and Kings Rivers respectively, the Sierra Nevada mountains on the northeast, and the Westside and Delta-Mendota Subbasins to the west-southwest. The aquifer system is comprised of unconfined and confined groundwater, with the confined aquifer located in the western parts of the Subbasin where lacustrine clay beds exist.

The Kings Subbasin includes the large Fresno-Clovis metropolitan area (population about 670,000) as well as several other smaller cities. However, the majority of the Subbasin is rural and dominated by agriculture with some rangeland areas. Without established municipal water systems, residents in these rural areas rely primarily on individual domestic wells. Domestic wells are found in rural residential areas, farmsteads, and many rural housing clusters. The number of domestic wells in each GSA varies substantially, with some GSAs having thousands of domestic wells while others have very few. Hence, the impacts on domestic wells will also vary significantly by GSA.

The Kings Subbasin has been in overdraft for many years resulting in a significant lowering of regional and local groundwater elevations, and a significant reduction in the amount of useable groundwater in storage.

Although water levels are planned to be stabilized by 2040 at the Measurable Objective level, they could reach lower levels during dry years. The maximum anticipated lower water level is called the Minimum Threshold. As a result of the continued decline of water levels until they are stabilized, some wells are likely to go dry during the SGMA implementation period (2020-2040). This is generally limited to shallow domestic wells and some State Small Water System wells. Irrigation wells and agency-owned wells are typically deeper and have often been designed to account for declining water levels.

As groundwater levels decline, pumps may need to be lowered, wells deepened or wells replaced. While a pump can be lowered in some situations, for this Program, a well is considered dry when there is less than 10 feet of water above the bottom of the well perforations, or the bottom of the well when perforation levels are not known The Program will assist eligible well owners in lowering well pumps and replacing or deepening wells that have become dry. The Well Mitigation Program discussed herein was prepared through a Kings Subbasin-wide effort to ensure each GSA was implementing the Program consistently while recognizing each GSA will be charged with performing public outreach, developing funding, and implementing the Program for their respective GSAs.

3 ELIGIBILITY

This section outlines the eligibility criteria for qualifying to receive well mitigation services from the Kings Subbasin Well Mitigation Program. Only domestic wells and State Small Water System Wells are eligible for the Program. Several other specific criteria apply and are described below.

Other publicly funded programs are currently offering services to mitigate well impacts and providing interim measures to well owners in the Kings Subbasin. Some of these have eligibility criteria that differ from the criteria established herein for the Kings Subbasin Well Mitigation Program. Well owners with non-eligible wells under this Program may be referred to other currently existing funding programs.

3.1 SUMMARY OF ELIGIBILITY REQUIREMENTS

General eligibility requirements are summarized in Table 1 below and discussed in additional detail in the following subsections.

Table 1: General Eligibility Requirements

Description	Eligible	Not Eligible
Type of Wells	Domestic State Small Water System	Agricultural Combination agricultural-domestic Commercial Industrial Livestock Municipal (except State Small Water System) Monitoring Wells
Aquifer Materials	Alluvial	Hard Rock
Cause of Well Failure	Declining regional groundwater levels due to groundwater pumping	Plugged well screen Collapsed well casing Pump or electrical failures Tree roots/ foreign objects in well Biofouling / biofilm Sedimentation in well Water quality problems Well construction defects Water level decline caused by other on-site wells Any other reason not related to groundwater level declines
Well Age	Equal to or less than 50 years old at time of application	Greater than 50 years old at time of application
Income	Annual household income equal to or less than 80% of State median household income	Income greater than 80% of State median household income
Well Permit	Legally permitted wells	Unpermitted wells constructed in the previous ten years (i.e. clear evidence of no well permit)
Status with GSA	Good standing with GSA	Delinquent with GSA on fees, taxes or other required payments
Landownership	Landowner	Renter or lessee Bank-owned homes
Other	Wells that are part of a trust or living trust	Private wells used for business or commercial purposes New home construction New water system construction New wells not constructed to Well Mitigation Program standards Properties verified to be causing groundwater overdraft

3.2 ELIGIBLE WELL TYPES

Eligibility for the Program will generally be limited to wells used solely for domestic purposes that have failed or are in danger of imminent failure as a result of declining groundwater levels due to pumping occurring in the area. This includes private domestic wells and State Small Water System wells. Wells for new home construction or new small water system constructions are not eligible.

Domestic Wells

Domestic wells are those constructed for private use at households and generally located outside urban areas. The State Water Resources Control Board defines domestic wells as '*water wells used to supply water for the domestic needs of an individual residence or systems of four or less service connections*'. It has been estimated that as many as 2 million rural California residents rely on private domestic well water to drink, cook, bathe and flush toilets. Within the Kings Subbasin there are an estimated 9,700 households that rely on private domestic wells.

Domestic wells and State Small Water System Wells will generally be similar in design, and it is expected that administration of the program for the two well types will be similar. As a result, the rules and regulations discussed throughout this document will apply to both types of wells.

State Small Water System Wells

As defined in Health & Safety Code Section 116275(n), State Small Water Systems are those '*for the provision of piped water to the public for human consumption that serves at least five, but not more than 14, service connections and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year*'.

Aquifer Materials

Wells drilled into hard rock are not eligible for mitigation, since they would be located outside of a DWR-designated alluvial groundwater basin, and therefore not subject to SGMA. Composite wells that obtain water from both an alluvial and hard rock aquifer will be evaluated on a case-by-case basis. Wells drilled on the Valley floor are expected to be eligible for mitigation through the Program.

Other Well Types

The following types of well are not eligible for mitigation:

- Agricultural
- Combination agricultural-domestic
- Commercial
- Industrial
- Livestock
- Municipal (except for State Small Water System)
- Monitoring

In addition, any well using a vertical turbine pump would not be eligible, since vertical turbine pumps would provide much higher capacity than would ever be needed for domestic or small water system demands.

3.3 CAUSE OF WELL FAILURE

To be eligible for the Program, well failure must be a direct result of groundwater level declines caused by groundwater pumping in the general area. For example, when water levels fall below the depth of the installed pump or below a level in the well casing such that the well is rendered incapable of reliable production. If feasible, pumps may be lowered in such failed wells. In addition, wells will be considered dry if there is less than 10 feet of water above the bottom of the perforations, or less than 10 feet of water from the bottom of the well if the perforations depths are not known or it is an open-bottomed well. Wells deemed to be dry may be replaced or deepened. Following the application and well evaluation process a Technical Advisory Committee (TAC), or the GSA's authorized approval body, will select the most appropriate mitigation alternative for the impacted well. For purposes of this Program, "TAC" will refer to the GSAs designated approval body, which may be under a different name for the various GSAs in the Kings Subbasin.

Examples of well failures that would not be eligible for the Program include but are not limited to:

- Plugged wells screens
- Collapsed well casings
- Pump or electrical failures
- Tree roots or other foreign objects in wells
- Biofouling / biofilm
- Sedimentation in the well
- Water quality problems
- Well construction defects
- Any other reason not related to groundwater level declines

The Program will not provide retroactive funding assistance for already-failed wells. Wells that went dry and were replaced prior to the Program will not be eligible for reimbursement. Wells that are already in the queue for replacement under other programs and/or are receiving interim water supplies through other programs will not be considered for the Kings Subbasin Program.

3.4 WELL AGE

Under the Program, dry domestic wells up to 50 years old at the time of application submission may be eligible for well mitigation assistance (i.e., replacement or deepening) with a cost-sharing agreement between the well owner and the GSA. In addition, wells that turn 50 years old after a claim is filed will still remain eligible. The GSA's portion of the cost of well replacement decreases proportionally with the age of the well at 2% per year, to account for depreciation of the well asset. For example, the GSA's portion of the shared cost for a 25-year-old well would be 50%. The basis for 50 years was several references that state domestic wells have typical life expectancies of 30 to 50 years.[1]

The GSA may offer zero or low interest loans to fill gaps in funding for wells less than 50 years old.

[1] Minnesota Department of Environmental Health (MDH, 2022). *Finding Lost Wells, Searching for Wells on a Property.*
Jasechko, S., Perrone, D. (2020, February 27). *California's Central Valley Groundwater Wells Run Dry During Recent Drought.* Earth's Future Volume 8, Issue 4
Harding et al. (1947), *Useful Life of Water Wells*. Journal of the American Water Works Association, 39. 32-40.

The age of wells will be determined by well completion reports, well permits or other well construction information. Wells with an undetermined age will be handled on a case-by-case basis, using the best available information including aerial photographs and building construction information.

3.5 INCOME REQUIREMENTS

To be eligible for the Program, the applicant must have an income that qualifies equal to or less than 80% of the statewide median household income in the State of California. This falls within the definition of an income for a Disadvantaged Community[2] according to the California Department of Water Resources. However, only the applicant needs to meet this criterion, and not their community at large.

3.6 ADDITIONAL ELIGIBILITY CRITERIA

Additional eligibility criteria are listed below.

- **Land Ownership.** The Program applicant must be the owner of the well and surrounding land. Lands placed in a living trust are also eligible. Renters and lessees will not be eligible to apply but may contact their landowner and coordinate to receive assistance. Bank-owned properties will not be eligible. Domestic wells used for commercial purposes will also not be eligible.

- **Good Standing with GSA.** The landowner/well owner must be in good standing with the GSA (i.e., no late taxes, fees, assessments, or other charges due to the GSA).

- **Future Eligibility.** New wells, constructed either through private funding or GSA funding or a combination of both, will not be eligible for future mitigation under the Program if not in compliance with individual GSA policies (e.g. minimum depth requirements).

- **Impacts from other Onsite Wells.** A well may not be eligible if it is determined that it was dewatered primarily due to other well(s) located on the property. For example, if the landowner has a large nearby irrigation well, and the GSA determines that the irrigation well is causing the domestic well to go dry, then the landowner will not be eligible for the Program.

- **Illegal Wells.** Wells must be legally constructed (i.e., permitted by the County or other applicable government agency) to be eligible for the Program. Exceptions may be granted for wells aged approximately 10 years or more from the time of Program implementation to account for historic lapses in agency records.

- **Denial of Funding for Causing Overdraft.** The GSAs reserve the right to deny funding for wells that are causing overdraft. This will be evaluated and enforced on a case-by-case basis. For example, if the landowner has large areas of turf, landscaping or pasture on their residential property, and their groundwater use far exceeds the groundwater sustainable yield, then they may not be eligible for the Program.

[2] California Department of Water Resources, *Disadvantaged Communities Nomenclature within the State of California: Findings and Conclusions*, July 2022.

4 WELL REGISTRATION

Well registration will be required prior to submitting an application, or at the time the application is submitted for mitigation assistance. Well information to be collected for registration may include, but not be limited to, the following:

- Well location
- Construction information
- Well maintenance history
- Type of Well (domestic, small water system, etc.)
- Age of Well (if known)
- Well Completion Report (if available)

The individual GSAs in the Kings Subbasin will develop databases or other tools to track well registration and well mitigation claims.

The GSAs will adhere to appropriate confidentiality practices, since confidentiality issues may discourage some well owners from participating. Well data will generally not be shared with the general public or public agencies unless there is a compelling reason. Data on wells will generally be aggregated and reported in clusters rather than by individual well.

5 WELL CLAIMS PROCESS

The Well Claims Process will consist of a claimant submitting a single page claims application, a pre-screening for basic eligibility, a review of the well contractor's assessment submitted by the claimants, then followed by a more detailed eligibility assessment and mitigation determination by the GSA's TAC. Well mitigation will not occur until approved by the TAC. A simplified flow chart illustrating the well claims and evaluation process is included below as **Figure 3**.

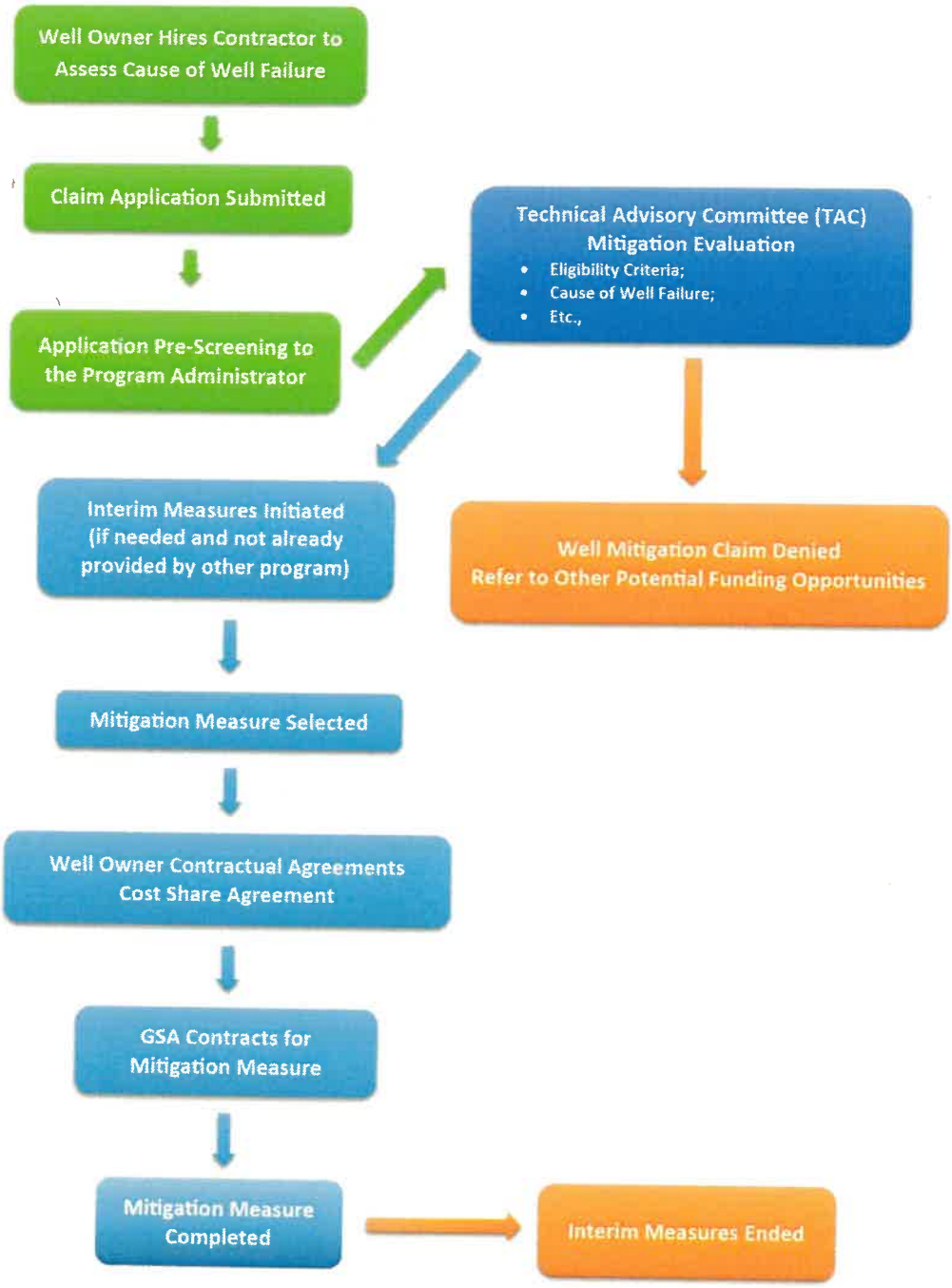

Figure 3: Flow Chart of Claims and Well Evaluation Process

5.1 CLAIM APPLICATION

Prior to application submission, the well owner should contact a well services contract to investigate the cause of their well failure, and verify it is due to groundwater level decline. The well claims application will be a relatively simple form to collect basic property and well information and will be available for free

on the GSA's website in digital form and in the GSA's offices in paper form. The claims process will be initiated promptly after a completed well claims application is received by the GSA.

5.2 APPLICATION PRE-SCREENING

Applications will be pre-screened before a more detailed evaluation is performed. This will include determining whether they live within the GSA boundaries, own a domestic well or State Water System Well, the well age (if readily available), and if any other information on the application form would preclude them from receiving funding.

5.3 EVALUATION OF APPLICATION

The report from the well service contractor will be reviewed to determine if the well failed due to falling groundwater levels. If needed, the well service contractor will be contacted for more information and may be asked to fill out a GSA form documenting their investigation. More investigations may be needed by GSA staff, which are discussed in the following section.

At this stage the well would also be prioritized into one of the following categories:

- *Priority 1: Well is non-operational due to groundwater level decline*
- *Priority 2: Well is operational at reduced capacity. Only partial household demands can be met.*
- *Priority 3: Well is non-operational but household has alternate water supply (e.g. connected to neighbor's well)*
- *Priority 4: Well operating at full capacity but has low groundwater levels and may fail in the near future*

This prioritization system above identifies which wells should be addressed first, especially if funding is limited, or applications become backlogged due to drought, staffing limitations, etc. The Technical Advisory Committee (TAC) can prioritize wells differently if needed, especially wells that present special or unique circumstances.

Well mitigation will not occur until approved by the TAC or the GSA's identified evaluation and approval process. The TAC or its equivalent may perform additional evaluation if the well service contractor's report does not provide sufficient information for a decision. GSA staff may evaluate the well's age based on available documentation (well completion report, well permit, etc.) or through additional measures such as aerial photographs if well age cannot be determined from the available documents. The GSA may also evaluate if impacts to the well are a result of the allowable groundwater level declines under SGMA and may look beyond the well in question to review current groundwater conditions in the area as well as anticipated future conditions. Additional components to the evaluation may include the following information based on availability:

- Is the claimant in good standings with the GSA, its Groundwater Sustainability Plan (GSP), and any required GSA fees, assessments or other charges?
- Was the well permitted by the County?
- Is the well in question for private domestic use?
- Well age and construction information
- Available well maintenance records
- Soil/lithology that the well was installed in

- Depth of alluvial aquifer in area
- Current water levels in the area
- GSA's established Sustainable Management Criteria for groundwater levels in the area
- Property land use and County required setbacks
- Neighboring well information and land use
- Information from the Claims Application
- Periods of well inactivity during the previous 12 months
- Previous Program mitigation measures conducted for the well, if any
- Ability to consolidate well into with adjacent community system
- Other eligibility criteria from Section 2 not listed above

5.4 TECHNICAL ADVISORY COMMITTEE EVALUATION

The GSA's TAC, or equivalent, will review all of the data collected and determine if mitigation is warranted, and which mitigation measure will be performed. It is anticipated that most of the applications will be determined using the established eligibility criteria and evaluation methodology established herein. The TAC will also address unique circumstances and respond to claimant appeals, which are discussed below.

TAC evaluations will be completed as soon as practicable but generally not longer than about 10 business days following submittal of the application, which will need to include the well service contractor's asssessment. Once the evaluation is completed, the TAC will decide if well mitigation is approved. If approved, the TAC will determine the appropriate well mitigation measure and if full or partial well mitigation will be granted. Well mitigation measures are discussed in **Section 7** of this plan.

One option may include connecting to an existing water system if the property is adjacent to or within an existing water system boundary. The GSA will decide if this is the best option and may require the landowner to connect to the water system to be eligible for funding. This would provide a more reliable, longer-term solution than a domestic well. The GSA would pay up to the same amount they would provide for the installation of a new well, or prorated portion of the well replacement cost.

5.5 APPEALS

Claimants can appeal any decisions or claims denied by the TAC directly to the TAC, and if declined at the TAC level, file a subsequent appeal to the GSA Board of Directors. Appeals should be filed with a formal letter of appeal or Appeal Form (if available and provided by the GSA), and, if requested by the GSA, at an in-person meeting. Claimants will be provided with advance written notice if their appeal will be discussed by the TAC or GSA Board of Directors at an open and public meeting pursuant to the Ralph M. Brown Act.

5.6 MITIGATION AGREEMENT

Claimants with wells approved for mitigation will be required to sign the GSA's mitigation agreement prior to implementation of any mitigation measure.

5.7 CLAIMS PROCESS TIMELINE

A timeline for processing applications is provided below. This represents a preferred timeline, but staffing, funding and demand for new wells may impact the schedule, especially during droughts when new wells could be in high demand.

Figure 4: Well Claims Process Timeline

5.8 MITIGATION IMPLEMENTATION

The selected well mitigation measure will be arranged by the GSA in coordination with the well owner and selected contractor once the mitigation agreement has been executed. The GSAs may develop a list of pre-qualified well drillers and well assessment companies. Well mitigation measures are discussed in **Section 7** of this plan. The time to complete mitigation measures can vary significantly based on the unique circumstances of each case and contractor availability. All reasonable efforts will be made to complete mitigation measures in a time frame of approximately one to three months after the mitigation agreement has been signed. However, funding limitations, contractor availability (especially during droughts), and applicant backlogs may push the time frame to a year or more in certain circumstances. Interim domestic water supply measures may be provided until the mitigation measures are completed.

6 INTERIM MEASURES

Interim measures include provision of bottled water, as well as a water storage tank and hauled water deliveries for other indoor usage, while permanent measures are being implemented. For households whose well has gone dry due to declining water levels, interim measures may be implemented until a permanent solution has been put in place. If the well assessment finds that the well is not functioning due to reasons other than declining water levels, then interim measures will not be provided. Any water provided to applicants in the interim is for individual household and drinking purposes. Water for outdoor use, or any water-use external to the house, will be the responsibility of the landowner.

Timing for installing water tanks and water bottle delivery can take up to a week or more following the confirmation of eligibility, although the GSAs will delivery bottled water as soon as possible, which may occur within 24 hours. Landowners are encouraged to pursue other measures that ensure they obtain clean drinking water while application review is in process. The cost of interim measures would be paid fully by the GSA until a permanent water supply solution is provided.

The interim measures are described in **Table 2** below.

Table 2: Interim Measures

Interim Measure	Description
Bottled Water	Bottled water can be provided to households that do not have access to drinking water due to well failure from falling water levels. Bottled water can be scheduled for deliveries bi-weekly or monthly. The volume of water delivered will vary depending on household size. On average it can be assumed that approximately one gallon/person/day of potable water will be needed for drinking and cooking. Water kiosk stations operated and maintained by Irrigated Lands Regulatory Program (ILRP) agencies such as Kings Water Alliance may be used as alternate sources of temporary drinking water where convenient. Under such circumstances, the GSA may provide 5-gallon jugs for claimants to use at fill stations. Kiosks operate 24 hours a day, 7 days per week and are free to use.
Bulk Water Storage Tanks	Bulk 1,000 to 2,600-gallon tanks and water deliveries may be made to claimants for interim sanitation and other household purposes, excluding outdoor usage. Tank maintenance and refills would need to be conducted routinely, on the order of once every 1 to 2 weeks depending on the number of people in the household. Indoor usage goals would be 50 gallons/person/day based on State indoor water conservation goals. A suitable water delivery provider would need to be contracted by the GSA to install and connect water tanks to the claimants' houses. In addition, a certified water hauler (per the California Department of Public Health) will make the required deliveries.

7 WELL MITIGATION MEASURES

In general, well mitigation alternatives under the Program will be evaluated and applied in order of the following priorities: lowering the pump in the well, deepening the existing well, or drilling and installing a new deeper replacement well. It is also recognized that on a case-by-case basis special circumstances may exist where other alternatives may be pursued. The four main well mitigation options are show in **Figure 5** and described below, in order of the GSA's prioritization analysis.

Figure 5: Well Mitigation Options

Wells with groundwater quality issues but which otherwise have adequate groundwater flow are not covered under the Program. This includes wells with water quality concerns related to natural contamination, contamination caused by owner septic systems, animal enclosures, legacy contamination caused by other responsible parties, or instances where water treatment, including point of use systems, is required.

Failed or failing domestic wells may be eligible for one of the mitigation alternatives only if declining groundwater levels are the cause of the problem. Well casings with less than 20 feet of groundwater may be placed on a "watch list" maintained by the TAC. Well casings with less than 10 feet of groundwater may be considered dry. Following the well evaluation process the TAC will select the most appropriate mitigation alternative for the impacted well based on the priorities outlined above. Instances where a pump may be lowered or a well may be replaced as the determined mitigation measure are graphically illustrated in **Figure 6**.

7.1 LOWER PUMP

If the well is sufficiently deep, mitigation may consist of lowering the pump to a level such that the intake of the pump is 20 feet below the Sustainable Management Criteria Minimum Threshold in the well area, or to the maximum possible depth, whichever is deeper. After the pump has been lowered, the well may be added to a watch list maintained by the TAC as a proactive measure to expedite well deepening or well replacement when and if needed at a future time. If the existing pump is too small to pump from the greater depths, then the GSA may purchase and install a new pump for the landowner.

7.2 DEEPEN WELL

It must be understood that the majority of dry wells cannot be deepened due to the various risks from unknown well conditions and the limitations created by the existing well construction. In fact, many well drilling contractors will not deepen wells due to a variety of risks involved. In addition, a domestic well would typically need to have an 8-inch diameter casing or larger to be deepened. However, when deemed feasible, the GSA may select deepening an existing well as a mitigation option. The depth of the modified well will follow the same criteria as the depth for new wells (see next section). To the extent feasible, deepened wells will be constructed to the standards outlined in **Section 6** of this document. If

the existing pump is too small to pump from the greater depths then the GSA may purchase and install a new pump for the landowner.

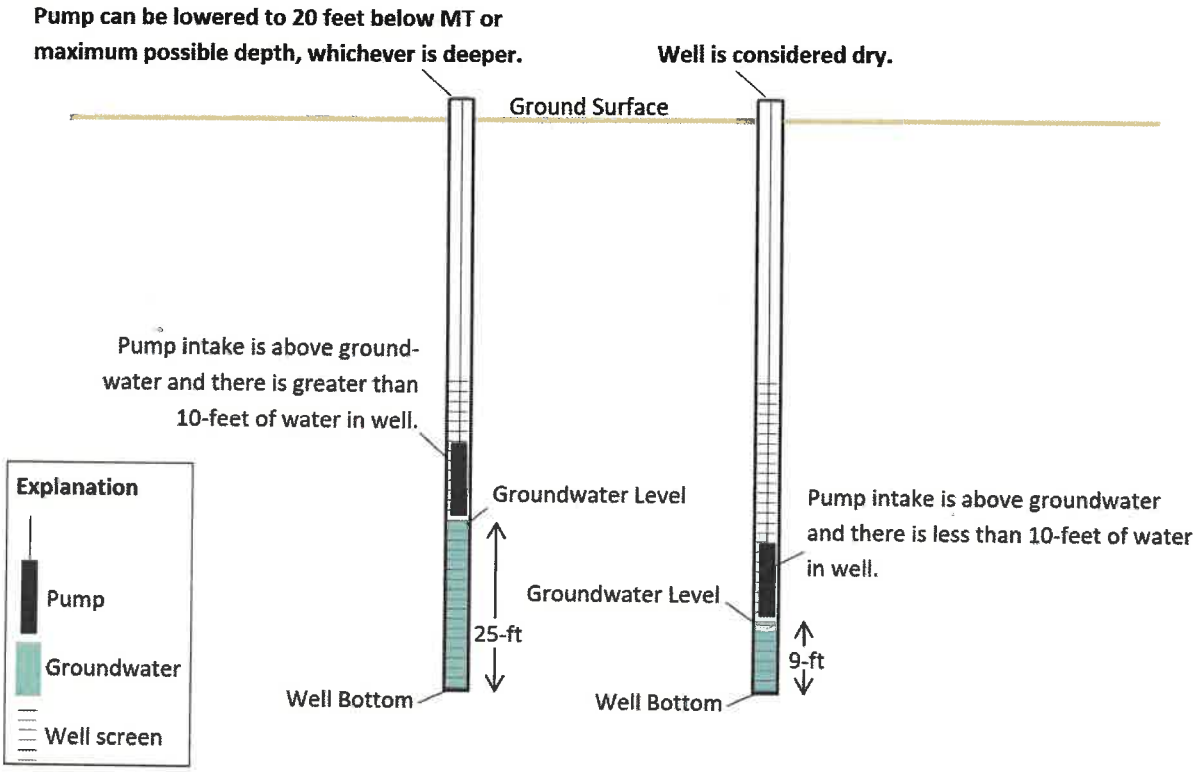

Figure 6: Criteria for Lowering Pump or Installing Replacement Well

7.3 NEW WELL

If a well is not sufficiently deep to lower the pump, and it is not feasible to deepen the well, then a replacement well may be installed. New wells will generally be completed to a depth of a minimum of 20 feet below the Sustainable Management Criteria Minimum Threshold in the well area or 50 feet deeper than the failed wells constructed depth, whichever is deeper. However, each well may be evaluated on a case-by-case basis to determine if these criteria are acceptable, or if other depths are more appropriate. Replacement wells will be constructed to the standards outlined in **Section 8** of this document.

7.4 OTHER OPTIONS

Other options could include referral to other existing programs if the well owner does not meet eligibility criteria. Another option could include connection to an existing water system. When the GSA determines it is feasible and practical, they may require connection to an existing water system over construction of a new well.

8 WELL DESIGN STANDARDS

DWR Bulletin 74 (DWR, December 1981) and Bulletin 74-90 (DWR, January 1990) set the minimum standards for water wells. Local jurisdictions have the authority to adopt standards which meet or exceed these standards. Well standards are administered and enforced at the local level. As such, mitigation wells shall comply with DWR Bulletin 74-81 and Bulletin 74-90, and any applicable County Water Well Standards. For standards that are periodically updated, the most current version of said standard shall be used. In addition, each GSA may have specific well construction standards (e.g. minimum depth) that must also be followed.

Links to applicable well standards, current as of the date of writing, are summarized in Table 3, below.

Table 3: Applicable Well Construction Standards

California Well Standards	Fresno County Well Standards	Tulare County Well Standards	Kings County Well Standards
Bulletins 74-81 & 74-90	Ordinance 14.04 Ordinance 14.08	County Code Chapter 13-Construction of Wells	Ordinance No. 587 Chapter 14A-Water Wells
Bulletin 74-6	Water Surveillance Program	Environmental Health Division Water Wells Guidance Library	Division of Water and Natural Resources

8.1 WELL CONSTRUCTION

In addition to the State and local well standards identified directly above, domestic wells installed under the Well Mitigation Program must meet, at a minimum, the following specifications, in addition to any specifications formally authorized by the applicable GSA Board:

Drilling Method: Replacement and deepened wells installed under the Well Mitigation Program shall be drilled by cost-efficient drilling methods that are appropriate for the desired outcome. Mud rotary drilling will typically be the most appropriate method for the size of wells to be installed. Replacement and deepened wells will generally not be drilled into hard rock (i.e., bedrock).

Installation Depth: New wells and wells suitable for deepening will generally be completed to a depth of a minimum of 20 feet below the Sustainable Management Criteria Minimum Threshold in the well area, or 50 feet deeper than the failed wells constructed depth, whichever is deeper, or to a different depth if site specific conditions merit other criteria. Wells can be drilled deeper at the expense of the landowner.

Well Casing: Replacement and deepened wells installed by the Mitigation Program will generally be constructed with 5-inch or 6-inch nominal PVC casings and couplings conforming to the current ASTM F480 and AWWA A100 standards.

Well Borehole: Replacement well boreholes will be drilled to a minimum diameter of 10-inches. Boring diameters for domestic wells to be deepened will be determined on a case-by-case basis.

Sanitary Seals: Replacement well sanitary seals will be installed to the minimum depths required by local well standards. As of January 2024, in the absence of site-specific information necessitating a higher standard, the minimum sanitary seal depth for domestic wells in Fresno and Kings County is 20-feet and for Tulare County it is 50-feet.

Sounding Tubes: Sounding tubes are beneficial for reliable collection of groundwater level data. As such, 1-inch diameter PVC (or similar) sounding tubes may be installed in replacement and deepened domestic wells during construction, and in wells where the pump will be lowered.

Well Development: Following construction, replacement wells and deepened wells will be developed to industry standards for private domestic wells. Well development will be completed to the mutual approval of the GSA and the drilling contractor.

Electrical and Plumbing: Electrical and plumbing service may be provided to the extent necessary to restore water service to the residential dwelling associated with a replaced or deepened well. If necessary to provide service to the new well, other appurtenance upgrades may be provided such as powerpoles, electrical panels, groundwater rods, pressure tanks, etc. The GSA will not replace infrastructure that is adequately sized but in disrepair or poor condition.

Miscellaneous: Miscellaneous activities, such as clearing and grubbing, associated with domestic well replacement may be provided on a limited basis and at the discretion of the GSA.

8.2 WELL DESTRUCTION

The destruction of replaced wells will be conducted in conformance with state and local well standards. Domestic wells replaced under the Well Mitigation Program could be good potential monitoring points to collect groundwater level data, if groundwater levels have not fallen below the depth of the bottom of the well screen. On a case-by-case basis and at its discretion, the GSA may either have the replaced well destroyed or maintain the well as a monitoring point for tracking groundwater levels. Standard contractual terms will allow the GSA to access and monitor any wells maintained for monitoring. The GSA may pay necessary costs to destroy wells or convert them to monitoring wells.

9 PAYMENT OPTIONS

GSA and well owner payment responsibilities for interim measures and well mitigation are discussed below.

9.1 INITIAL WELL ASSESSMENT

The well owner will be responsible for contacting a well services contractor and initially paying for their investigation of the well. If the landowner shows that the well failed due to declining groundwater levels then that may be reimbursed by the GSA.

9.2 INTERIM MEASURES

The GSA may provide a temporary domestic water supply, as described in **Section 6**, until the completion of the mitigation measure if the well failure is determined to be a result of declining groundwater levels.

The extent of the interim measures will be determined based on household size. The costs for interim measures would be paid fully by the GSA until a permanent water supply is provided.

9.3 PUMP LOWERING

The GSA may incur the costs to lower an existing pump within a well when this mitigation measure is found appropriate following the TAC claim evaluation (**Section 7**). Such measures will be performed by a GSA preferred well service contractor.

9.4 REPLACEMENT WELLS AND WELL DEEPENING

Wells eligible for replacement will be subject to a cost-sharing agreement between the well owner and the GSA. As stated above, the 50-year life span is based on several references that state domestic well life expectancies range from 30 to 50 years. The GSA's portion of the cost of well replacement decreases proportionally with the age of the well at 2% per year, to account for depreciation of the well asset. For example, the GSA's portion of the replacement cost for 25-year old well would be 50%.

The GSA would pay the full cost for deepening a well, if that option is selected.

Costs for replacement wells, well deepening and well abandonment could be paid directly by the GSA, or by the landowner and then reimbursed by the GSA after submittal of invoices and field inspection of the well. Each GSA will be able to choose which payment option is used.

Following the TAC evaluation, a cost sharing agreement will be prepared if the GSA agrees to partially fund the mitigation. When this situation arises, the GSA may provide other funding options to cover the landowners share of the mitigation costs, including loans (discussed below) or referral to other programs.

New wells and deepened existing wells will adhere to the specifications presented in **Section 8** of this document or to the TAC recommendations. Newly installed wells may be installed by a GSA preferred well drilling contractor under pre-established rates and under contract with the GSA. Well owner responsibilities are explained in **Section 1**.

9.5 ZERO OR LOW INTEREST LOANS FOR WELL OWNERS

Zero or low interest loans may be offered to well owners to fill funding gaps when the mitigation grant does not meet the entire well cost. Any well owner may apply if a loan is needed once eligibility has been confirmed through the well claims process described in **Section 2**. The terms and conditions of any GSA provided loans would need to be established. Items to consider include credit worthiness of applicants, interest rates, maximum loan amounts, repayment periods, loan origination fees, collateralization, subsidization, and selection of a loan-issuing financial institution.

10 WELL OWNER RESPONSIBILITIES

Well owner responsibilities for the various facets of the Program are summarized below.

10.1 WELL CLAIMS PROCESS

- After submitting a claim application, the well owner will provide a copy of the well service contractor's assessment report and provide GSA staff access to the well, if needed, to collect additional information and confirm Program eligibility. The well owner will need to sign an agreement allowing the GSA to access and inspect their well.

- The claimant will be responsible for responding to any additional information requests by the GSA or TAC in a reasonable and timely manner.

- The claimant is responsible for providing safe and clear access to the well during the Well Claims Process and well mitigation activities.

10.2 INTERIM SOLUTIONS

- The claimant is responsible for providing safe and clear access for water deliveries.

- The claimant shall use interim water supplies for indoor domestic purposes only and should plan on limiting daily water usage to less than 50 gallons/person/day.

10.3 CONTRACTUAL AGREEMENT

- Wells installed or deepened under the Well Mitigation Program will be owned by the property owner, who will be responsible for all aspects of operation, maintenance, and repairs including but not limited to well appurtenances, electrical services, plumbing both above ground and below ground and within buildings.

- The quality and safety of water from private wells are not regulated by the Safe Drinking Water Act (SDWA) or any State or County laws. Individual well owners are responsible for maintaining and monitoring the water quality of their private systems. As such, the Program is not intended to assess the cause of or mitigate water quality issues. At their own discretion, the well owner can purchase or install water treatment equipment to a new well installed under the Program. If a treatment system is already installed, the GSA will connect it to the new well.

- Wells installed or deepened by the Well Mitigation Program will be used to supply water for domestic purposes only.

- If the GSA opts to keep the old well as a monitoring point instead of destroying it, the property owner shall take all reasonable measures not to damage or contaminate the abandoned well.

- The GSA will offer no warranty or guarantee on a well installed or deepened by the Well Mitigation Program. However, the GSA may require that drillers offer a minimum warranty to the

homeowners. It is recommended for the well owner to speak with their home insurance provider or a home warranty company to explore coverage options for private wells.

10.4 PAYMENT

- Well mitigation measures not completely funded by the GSA will require the claimant to pay the remaining portion of the mitigation measure cost. In these circumstances the GSA may assist claimants in securing low-cost loans as discussed in **Section 9**.