



Vina Groundwater Sustainability Agency
308 Nelson Avenue, Oroville, CA 95965
(530) 552-3592
VinaGSA@gmail.com

Vina Groundwater Sustainability Agency Board Meeting Agenda

Date: Wednesday, May 13, 2026

Time: 3:30 PM

Location: Chico City Council Chamber, 421 Main Street, Chico CA

Or [Join the Vina GSA Board Meeting via Zoom](#)

Meeting ID: 678 207 7386

Live streaming and recording of Vina GSA Board meetings are provided for viewing purposes only. Please note that in-person attendance is required for public participation. Streaming and recording services are subject to discontinuance if technical or other issues prevent effective meeting proceedings.

BOARD MEMBERS:

- Jeff Rohwer, Vice Chair, Agricultural Groundwater User
- Derek Sohnrey, Durham Irrigation District
- Tod Kimmelshue, Butte County
- Katie Hawley, City of Chico
- Jim Graydon, Domestic Well User

PUBLIC COMMENT INFORMATION:

Public comment will be accepted in-person at the meeting or may be submitted by email prior to the meeting to VINAGSAPUBLICCOMMENTS@CHICOCA.GOV. If you would like to address the Board at this meeting, you are requested to complete a speaker card and hand it to the Board Clerk prior to the conclusion of the staff presentation for that item. A time limit of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for agenda items has been established. If more than 10 speaker cards are submitted for agenda items, the time limitation may be reduced to one and a half minutes per speaker.

When submitting public comments via email, please indicate the item number your comment corresponds to in the subject line. Comments submitted will be sent to the full GSA Board members electronically prior to the start of the meeting. Email comments will be acknowledged and read into the record by name only during the public comment period for each agenda item. Emailed comments received prior to the end of the meeting will be made part of the written record but not acknowledged at the meeting.

Vina Groundwater Sustainability Agency

Regular Board Meeting Agenda

May 13, 2026

1. Vina Groundwater Sustainability Agency (GSA) Regular Board Meeting

1.1. Call to Order

1.2. Roll Call

2. CONSENT AGENDA:

2.1. *Approval of the 4-8-26 Vina GSA Board Meeting Minutes.

Requested Action: Approve the 4-8-26 Vina GSA Board meetings minutes.

2.2. *Consideration of Contract No. 26-01 with Hansford Economic Consulting LLC for Fiscal Year 2026/27 Tax Roll Services.

The Board will consider approval of Contract No. 26-01 with Hansford Economic Consulting LLC to prepare and submit the Vina Groundwater Sustainability Agency (GSA) groundwater sustainability fee for placement on the Fiscal Year 2026/27 Butte County tax roll, and to provide the data needed to bill parcels not collected through the tax roll, such as State and County-owned parcels. **(Report – Dillon McGregor, GSA Program Manager)**

Requested Action: Approve Contract No. 26-01 with Hansford Economic Consulting LLC for Fiscal Year 2026/27 tax roll services.

3. Items Removed from Consent – If Any

4. Public Comments

Members of the public may address the Board at this time on any matter not already listed on the agenda; comments are limited to three (3) minutes. The Board cannot take any action at this meeting on requests made under this section of the agenda.

5. Regular Agenda

5.1. *Update on the Status and Anticipated Timeline for the Vina Groundwater Sustainability Plan (GSP) Periodic Evaluation

Staff will provide an update on the anticipated topics and timelines over the next several months related to the Periodic Evaluation. **(Verbal Report – Christina Buck, Asst. Director Butte County Water and Resource Conservation)**

Requested Action: Accept as information.

5.2. *Consideration of a Well Mitigation Program in the Vina Subbasin

The Board will receive a presentation on well mitigations programs from across the state and options and considerations for developing a Well Mitigation Program in the Vina Subbasin, informed by recent Stakeholder Advisory Committee (SHAC) recommendations. **(Report – Christina Buck, Assistant Director, Butte County Water & Resources Conservation.)**

Requested Action: Provide direction to staff on the approach and timing for a Well Mitigation Program including how it is described in the Periodic Evaluation, and whether to include funds in the Fiscal Year 2026/27 budget to support initiation of development of a mitigation program in 2027.

5.3. *Financial and Administrative Systems Ad Hoc Committee Update

Staff will provide an update on the work of the Financial and Administrative Systems Ad Hoc Committee. Topics covered at recent Committee meetings include the proposed Fiscal Year 2026/27 budget, financial services through the Butte County Auditor-Controller's office, member agency contributions, and the potential development of a reserve policy and procurement policy. **(Report – Dillon McGregor, GSA Program Manager)**

Requested Action: Accept as information.

5.4. * Fiscal Year 2026/27 Annual Operations Budget Discussion

Staff will present two draft Fiscal Year 2026/27 Annual Operations Budget scenarios for the Vina Groundwater Sustainability Agency (GSA): one that includes funding for a Well Mitigation Program and one that does not. Each scenario outlines anticipated revenues and expenditures and supports the GSA's administrative functions and groundwater sustainability activities for the upcoming fiscal year. **(Report – Dillon McGregor, GSA Program Manager)**

Requested Action: Provide direction to staff on the Fiscal Year 2026/27 Annual Operations Budget scenario to bring back for Board adoption in June 2026.

6. Program Manager Report – (Information Only - Dillon McGregor, GSA Program Manager)

7. Communications And Reports

7.1. Update on Interbasin Coordination **(Information Only)**

8. Board Member Requests for Future Items

Board Members may propose topics, projects, or issues for inclusion on a future agenda. Proposals will be noted for consideration by the Chair and Program Manager, subject to feasibility and alignment with the Agency's priorities. No discussion or action will be taken on proposed items at this meeting.

9. Adjournment:

The Vina GSA Board meeting will adjourn to Closed Session after tonight's Vina GSA Regular Board Meeting.

1. Closed Session Public Comments or Board Disqualifications:

Members of the public may address the Board at this time on the closed session item only; comments are limited to three (3) minutes, or time limit as determined by the Chair.

2. Adjourn To Closed Session:

3. Closed Session

3.1 Call to Order

4. Closed Session Agenda

4.1 Pursuant to Government Code Section 54956.9(D)(1) - Conference with Legal Counsel – Existing Litigation – Butte County Superior Court #23CV02789 - Ronald R Titus, as Trustee of the 2005 Titus

Trust et al vs Vina Groundwater Sustainability Agency

- 4.2 **Pursuant to Government Code Section 54956.9(D)(1) - Conference with Legal Counsel – Existing Litigation – Butte County Superior Court #22CV00321 - AquAlliance et al vs Vina Groundwater Sustainability Agency et al.**
- 4.3 **Pursuant to Government Code Section 54956.9(D)(1) - Conference with Legal Counsel – Existing Litigation – Butte County Superior Court #24CV04275 - AquAlliance et al vs Vina Groundwater Sustainability Agency et al.**
- 4.4 **Pursuant to Government Code Section 54956.9(D)(2) and 54956.9(E)(1), Conference with Legal Counsel – Exposure to litigation against the agency. Section 54956.9(d)(2) states: “A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.” Section 54956.9(e)(1) describes “facts and circumstances” as follows: “Facts and circumstances that might result in litigation against the local agency but which the local agency believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.”**

5. Closed Session Announcement:

Report on any action taken during the closed session.

6. Adjournment:

The Vina GSA Closed Session will adjourn to a Vina GSA Regular Board Meeting on June 10, 2026, at 3:30 p.m. at the Chico City Council Chamber Building at 421 Main Street, Chico, CA and online via Zoom for viewing only.



Vina Groundwater Sustainability Agency
308 Nelson Avenue, Oroville, CA 95965
(530) 552-3592
VinaGSA@gmail.com

VINA GROUNDWATER SUSTAINABILITY AGENCY
REGULAR BOARD MEETING MINUTES

April 8, 2026

1. VINA GROUNDWATER SUSTAINABILITY AGENCY (GSA) REGULAR BOARD MEETING

1.1. Call To Order: 3:35 p.m.

1.2. Roll Call

BOARD MEMBERS PRESENT:

Katie Hawley – City of Chico
Derek Sohnrey – Durham Irrigation District
Jim Graydon – Domestic Well Users Representative
Jeffery Rohwer – Agricultural Well Users Representative (Chair)

BOARD MEMBERS ABSENT:

Tod Kimmelshue – Butte County

2. CONSENT AGENDA:

2.1. *APPROVAL OF THE 03-11-25 VINA GSA BOARD MEETING MINUTES.

ACTION: A motion to approve the 03-11-26 Vina GSA Board meetings minutes was made by Board Member Sohnrey. That motion was seconded by Board Member Hawley.

Vote: The motion passed unanimously.

3. ITEMS REMOVED FROM CONSENT – IF ANY

4. PUBLIC COMMENTS

Members of the public were invited to address the Board at this time on any matter not already listed on the agenda.

PUBLIC COMMENTERS:

1.) Claudia Rawlins

5. REGULAR AGENDA

5.1. *ANNUAL STATUS OF THE VINA SUBBASIN BROCHURE

Staff from Luhdorff & Scalmanini, Consulting Engineers and Davids Engineering Inc. presented the Annual Status of the Vina Subbasin brochure for the 2025 water year highlighting information contained in the 2025 Annual Report developed per SGMA requirements. **Report – (Luhdorff & Scalmanini, Consulting Engineers and Davids Engineering Inc.)**

PUBLIC COMMENTERS:

1.) Jim Brobeck

ACTION: Accepted as information.

5.2. *REVIEW OF STAKEHOLDER INPUT COLLECTION, INTEGRATION AND COMMUNICATION

At the March 11, 2026, Board meeting, Director Hawley requested a review of how stakeholder input is collected, integrated, and communicated. This item was previously presented at the June 11, 2025, meeting and was again presented to facilitate Board review and discussion. **(Report – Dillon McGregor, GSA Program Manager)**

ACTION: Direction was given to staff to continue and expand on presenting Stakeholder Advisory Committee (SHAC) and public input at Board meetings, ensuring all relevant input is brought forward so the Board has the information needed for its decisions.

6. PROGRAM MANAGER REPORT – (Information Only - Dillon McGregor, GSA Program Manager)

7. COMMUNICATIONS AND REPORTS

7.1. Update on Interbasin Coordination **(Information Only)**

PUBLIC COMMENTERS:

1.) Jim Brobeck

8. BOARD MEMBER REQUESTS FOR FUTURE ITEMS

<NONE>

9. ADJOURNMENT:

The Vina GSA Board meeting adjourned to Closed Session at 4:34 p.m.

1. CLOSED SESSION PUBLIC COMMENTS OR BOARD DISQUALIFICATIONS:

Members of the public were invited to address the Board at this time on the closed session item only

PUBLIC COMMENTERS

<NONE>

ADJOURN TO CLOSED SESSION:

2. CLOSED SESSION

2.1 Call to Order

3. CLOSED SESSION AGENDA

3.1 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Butte County Superior Court #23CV02789 - Ronald R Titus, as Trustee of the 2005 Titus Trust et al vs Vina Groundwater Sustainability Agency

3.2 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Butte County Superior Court #22CV00321 - AquAlliance et al

vs Vina Groundwater Sustainability Agency et al.

3.3 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Butte County Superior Court #24CV04275 - AguAlliance et al vs Vina Groundwater Sustainability Agency et al.

3.4 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2) AND 54956.9(E)(1), CONFERENCE WITH LEGAL COUNSEL – Exposure to litigation against the agency. Section 54956.9(d)(2) states: “A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.” Section 54956.9(e)(1) describes “facts and circumstances” as follows: “Facts and circumstances that might result in litigation against the local agency but which the local agency believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.”

4. CLOSED SESSION ANNOUNCEMENT:

The Board emerged from closed session at 5:54 p.m. An update was provided by counsel on all items. Direction was given; no action was taken.

5. ADJOURNMENT:

The Vina GSA Closed Session adjourned to a Vina GSA Regular Board Meeting on May 13, 2026, at 3:30 p.m. at the Chico City Council Chamber Building at 421 Main Street, Chico, CA and online via Zoom for viewing only.

**VINA GROUNDWATER SUSTAINABILITY AGENCY
PROFESSIONAL SERVICES AGREEMENT
No. 26-01**

This Agreement is entered into as of the date last signed and dated below by and between the Vina Groundwater Sustainability Agency, a local government agency (“Agency”), Hansford Economic Consulting, a California limited liability company (“Contractor”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 Agency shall pay to Contractor a fee based on *[check one]*:

Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed **\$21,385**. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by Agency. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to Agency an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, Agency shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by Agency for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by Agency upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by Agency based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. Agency has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and Agency's conflict of interest code because Contractor will perform the Work independent of the control and direction of the Agency or of any Agency official, other than normal contract monitoring, and Contractor possesses no authority with respect to any Agency decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. Agency may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Work Products

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared,

developed or created by Contractor under this Agreement and provided to Agency (“Work Product”) shall be the property of Agency, and Agency shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without Agency’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, Agency reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If Agency reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then Agency shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to Agency in paper format, upon request by Agency at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to Agency in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the Agency or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by Agency. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by Agency. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the Agency or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, Agency policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than Agency or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise,

Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. As owner of the Confidential Material, the Agency shall be the party deciding whether the material is disclosed; the Contractor may not disclose Agency material without prior Agency authorization.

8.4 Unless otherwise directed in writing by the Agency, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the Agency that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless Agency, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of Agency or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: [***The general liability and automobile coverage limits may be adjusted depending on the Work’s overall risks, cost and complexity.***]

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name Agency, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Agency's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to Agency. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to Agency. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of Agency for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor shall provide to Agency the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to Agency is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not Agency employees, and they are not entitled to Agency employment salary, wages or benefits. Contractor shall pay, and Agency shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify Agency, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without Agency's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to Agency in the manner provided in section 11 of this Agreement.

The Agency has approved Kjeldsen, Sinnock & Neudeck, Inc., a California corporation ("Subcontractor"), as a subcontractor to Contractor for purposes of this Agreement. Kjeldsen, Sinnock & Neudeck, Inc. shall be referred to hereinafter as "Subcontractor."

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by Agency to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal Agency court where Agency's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Agency:

Vina Groundwater Sustainability Agency
Attn: Dillon McGregor
308 Nelson Avenue
Oroville, CA 95965
E-mail: dmgregor@buttecounty.ca.gov

Contractor:

Hansford Economic Consulting LLC
Attn: Catherine Hansford
PO Box 10384
Truckee, CA 96162
E-mail: catherine@hansfordecon.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Vina Groundwater Sustainability Agency:

Dated: _____

By: _____
Jeffrey Rohwer, GSA Board Chair

Hansford Economic Consulting LLC:

Dated: _____

By: _____
Catherine Hansford, Principal

Reviewed for Contract Policy Compliance Approved as to Form:

Dated: _____

By: _____
Dillon McGregor, Program Manager

Dated: _____

By: _____
Valerie Kincaid, GSA Legal Counsel

Exhibit A

SCOPE OF WORK AND BUDGET

Scope of Work

Task A: FY 2026-27 Fee Implementation

Contractor shall lead and administer the County tax roll and direct billing (hand bill) fee processes on behalf of the Vina GSA for Fiscal Year 2026-27. Services include preparation, coordination, and management of the technical and administrative elements necessary for fee implementation. Contractor shall develop and manage schedules and deadlines, coordinate with County departments (including the Butte County Auditor-Controller and other County departments as needed), and manage the overall process to ensure timely and accurate submittal of the tax roll and preparation of the hand bill database. Oversight and review shall be provided by the GSA Program Manager.

Contractor shall calculate and provide the Part 1 and Part 2 fee amounts to be applied to each parcel based on the proposed Vina GSA budget for FY 2026-27, with sufficient lead time to support Board adoption of the fees concurrent with or following budget adoption. Contractor shall update the fee calculations if material changes are made to the budget prior to adoption. Following fee adoption, Contractor shall complete the FY 2026-27 fee database, prepare and submit the tax roll to the Butte County Auditor-Controller with required accompanying documentation, and prepare the hand bill database. Task A does not include creating the hand bill invoices or sending those invoices.

Contractor shall provide technical support to the Vina GSA and legal counsel in the development of the Board resolution to place the FY 2026-27 fees on the tax roll, including support with resolution wording to ensure consistency with the 2025 Vina GSA Fee Report requirements. Contractor shall not draft the resolution.

Contractor shall be available to respond to technical questions from the GSA Program Manager, Board, and County staff regarding the FY 2026-27 fee throughout the implementation period.

Task A Deliverables:

- FY 2026-27 Part 1 and Part 2 fee amounts calculated based on the adopted fee methodology by the Board of Directors in 2026, and the proposed Vina GSA budget (updated as needed prior to Board adoption).
- FY 2026-27 fee database.
- Technical support and recommended language for the Board resolution to place FY 2026-27 fees on the tax roll, consistent with 2025 Vina GSA Fee Report requirements.
- Tax roll submitted to the Butte County Auditor-Controller, with accompanying paperwork describing the fee, contact person for the fee, number of parcels, and total fee to be charged.
- Hand bill database identifying customers whose fees cannot be placed on the secured tax roll (for example, government agencies, utilities, and railroad companies), along with the fee amount for each.

Task B: General Support Services through December 2026

Task B authorizes Contractor to work on any fee-related items in calendar year 2026, including but not limited to appeals, corrections, and responses to property owner inquiries.

Task B Deliverables:

- General support services as requested by Vina GSA through December 31, 2026.

Direct Expenses

Direct expenses include an allowance for data pulls (such as Parcel Quest), payment to the County for tax roll data, mileage reimbursement at the Federal standard mileage rate, and other miscellaneous direct costs. Direct expenses are charged with no markup.

Budget

Task	Principal	Analyst	GIS Tech	Support	TOTAL
<i>Hourly Billing Rate</i>	\$220	\$145	\$170	\$110	
Task A: FY27 Fee Implementation					
FY 2027 Database Creation	18		34		\$9,740
Prepare and Submit Tax Roll	8	4		4	\$2,780
Prepare Hand Bill Database	6				\$1,320
Total Task A	32	4	34	4	\$13,840
Task B: General Support Services through Dec. 2026					
General Support (appeals, etc.)	12	5	10	2	\$5,285
Other / Contingency	7			2	\$1,760
Total Task B	19	5	10	4	\$7,045
Direct Expenses Allowance [1]					\$500
Estimated Total					\$21,385

[1] Includes allowance for data pulls (such as Parcel Quest), paying the County for tax roll data, mileage reimbursement, and other miscellaneous direct costs.

**Hansford Economic Consulting
2026 Hourly Rate Fee Schedule**

Catherine Hansford \$220

Support Staff / Analysts \$145

Administration / Clerical \$110

Direct expenses charged with no markup.

Mileage reimbursement at the Federal GSA mileage rate (\$0.725 for 2026).



Update on the Status and Anticipated Timeline for the Vina GSP Periodic Evaluation

Vina GSA Board
May 13, 2026

Christina Buck, PhD
Assistant Director
Butte County Dept. of Water and Resource Conservation
Providing technical staff support to the GSA

Overview and Updates

- Focus of Periodic Evaluation is to address DWR Recommended Corrective Actions (RCAs)
- LWA is current drafting sections of the PE
- May – August will be important decision-making months
- Important webpage to track current topics and resources:
 - <http://www.vinagsa.org/gsp-periodic-evaluation>
- [Interactive Map](#) available – new layers to be added soon



GSP Periodic Evaluation Timeline

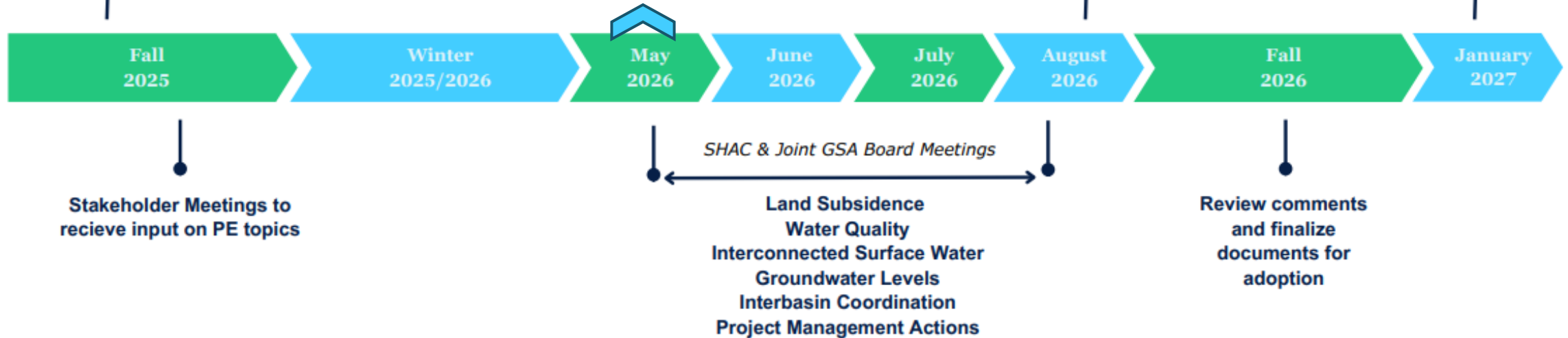
Roadmap for GSP
Periodic Evaluation and
Potential Amendments

May SHAC, Tentative Topics:

- **Land Subsidence**
- **Update on Approach to ISW**

Periodic Evaluation Available
for Public Review and Comment
(late Summer)

Submit Periodic
Evaluation to DWR



The focus of the Periodic Evaluation is to address the Department of Water Resources' 6 Recommended Corrective Actions and provide a written assessment of GSP implementation. Once submitted, DWR will complete its Periodic Review of the Vina GSP and issue a determination of the status of the Plan: Approved, Incomplete, or Inadequate.

Newly Available Materials

- Data Gap project is providing new information relevant to the Periodic Evaluation work

NEW:

- Vina Groundwater Dependent Ecosystems Technical Study
- TM: Vina Subbasin Interconnected Surface Water

Strawman Proposal: Land Subsidence

- [Proposal](#) posted online for review and comment
- Shaping contents of Periodic Evaluation and how to address RCA
- Revised approach will be brought to SHAC for consideration – May 27



**Event: Land Subsidence
Strawman Proposal Discussion
Session**

Thursday, May 7, 2026, 3:00 to 5:00 pm Butte
County Library, Chico Branch, 1108 Sherman
Avenue, Chico



[Read more →](#)

Grant Funded Projects



Funding End Date:
January 2027



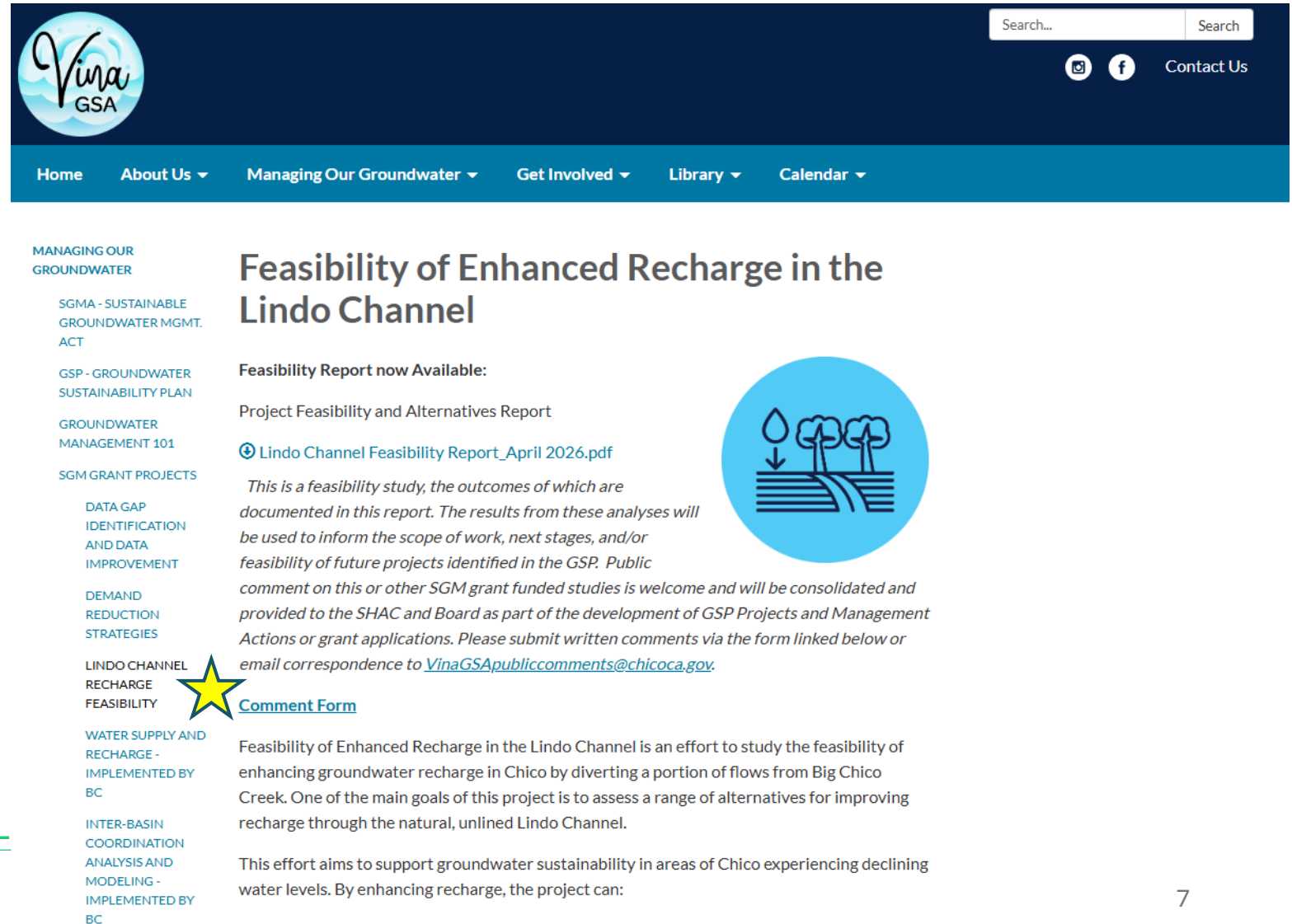
-  Data Gap Identification and Data Improvement & Periodic Evaluation ✓ January Completion
-  Demand Reduction Strategies ✓
-  Lindo Channel Recharge Feasibility ✓
-  Long-Term Fee Study ✓
-  Water Supply and Recharge Feasibility ✓ June Completion
-  Inter-basin Coordination Analysis and Modeling ✓
-  Outreach Program ✓ January Completion
-  Grant Administration ✓

Webpage updates and report posting is underway...

- Recently posted:

- [Lindo Channel Feasibility Report](#)
- [Demand Reduction Strategies documents](#)
- [Recharge Newsletter](#)

<https://www.vinagsa.org/sustainable-groundwater-management-grant-funded-projects>



The screenshot shows the Vina GSA website with a dark blue header. The logo is a circular emblem with 'Vina GSA' text. Search bars and social media icons (Instagram, Facebook) are in the top right. A light blue navigation bar contains: Home, About Us, Managing Our Groundwater, Get Involved, Library, and Calendar. The main content area has a left sidebar with categories: MANAGING OUR GROUNDWATER (SGMA, GSP, GROUNDWATER MANAGEMENT 101, SGM GRANT PROJECTS), LINDO CHANNEL RECHARGE FEASIBILITY (marked with a yellow star), and WATER SUPPLY AND RECHARGE. The main article is titled 'Feasibility of Enhanced Recharge in the Lindo Channel' and includes a 'Feasibility Report now Available:' section with a PDF link and a 'Comment Form' link. A circular icon with a water drop and trees is on the right. The footer contains a paragraph about the project's goals and a list of objectives.

Comment Form:

- Single comment form for all SGM grant funded reports
- Select the report, then submit comments



Contact Becky Fairbanks or Christina Buck with Questions



Vina Groundwater Sustainability Agency
308 Nelson Avenue, Oroville, CA 95965
(530) 552-3592 · VinaGSA@gmail.com

MEMORANDUM

To: Vina GSA and Rock Creek Reclamation District GSA Boards

From: Christina Buck, Asst. Director Butte County Dept. of Water and Resource Conservation

Date: May 6, 2026

Subject: Consideration of a Well Mitigation Program in the Vina Subbasin

Overview

The Vina Groundwater Sustainability Plan (GSP) was adopted in December 2021 by the Vina Groundwater Sustainability Agency (GSA) and Rock Creek Reclamation District GSA and subsequently reviewed and approved by the California Department of Water Resources (DWR) in July 2023. As part of its review, DWR provided recommended corrective actions (RCAs) in its Determination Letter identifying several areas for improvement with an expectation that the RCAs should be considered by the GSAs in the first periodic evaluation of the GSP. The Sustainable Groundwater Management Act (SGMA) requires the GSAs to submit the first Periodic Evaluation (PE) by January 2027. The PE is the GSA's written assessment of its GSP implementation. The Vina GSA received funding through the Sustainable Groundwater Management Round 2 grant program to support work to address data gaps identified in the plan and complete the Periodic Evaluation. Larry Walker and Associates (LWA) was competitively selected to complete this work.

Direction from the Vina GSA and RCRD GSA Boards

The GSAs have continued to receive feedback from stakeholders regarding the need to protect domestic wells from potential impacts associated with changes in groundwater levels. Adjacent groundwater subbasins have developed well mitigation programs in response to DWR's "inadequate" GSP determinations. The Vina Subbasin's GSP already identified a well mitigation program as a management action, although this would be a future action and an expected schedule is not specified in the GSP.

At the December 10, 2025 joint meeting of the Vina and Rock Creek Reclamation District GSA Boards, staff received direction to bring back information regarding what other subbasins are doing related to well mitigation and well registries to inform an initial framework for the Vina subbasin.

In addition, the Boards also requested that staff prepare a summary of the number of domestic wells impacted at MT levels using the GSP (2022) dataset of domestic wells and using the 2025 refined dataset of domestic wells resulting from a desktop survey completed by LWA. LWA has prepared these results which are included in Attachment A. This information is necessary to begin to address DWR's Recommended Corrective Action 3 which in part requests quantification of "domestic wells that will be impacted by the proposed minimum threshold."

This staff memo provides information to support discussion and potential Board action to:

1. Clarify in the Periodic Evaluation the intended path for the timing and development of a well mitigation program.
2. Consider allocating funds in the 2026-2027 fiscal year budget funding to initiate development of a Well Mitigation Program in early 2027.

Background

Stakeholder Feedback to the GSAs regarding Domestic Well Mitigation

In Fall 2025, the Vina GSA hosted a series of stakeholder meetings to gather input on developing the Vina GSP Periodic Evaluation. Key topics of discussion related to DWR recommended corrective actions including interconnected surface water, monitoring networks, and groundwater level minimum thresholds. Additionally, one of the posed discussion questions was, "What are your reactions or suggestions regarding the development of a Domestic Well Mitigation (DWM) program as part of the Periodic Evaluation work?" At the meeting of the Domestic Well Users (October 27, 2025), participants expressed strong concern that 2022 GSP Minimum Threshold levels are too low to protect domestic wells and there was consensus that wells should be protected from going dry and that the GSA should develop a mitigation program and conduct more proactive communication with at-risk well owners. At the Agricultural Stakeholder meeting, while supportive of domestic well protection, they asked for more detail on the purpose, scope and funding responsibilities of any future well mitigation program.

On December 3, 2025, after hearing a report out on feedback received at the series of stakeholder meetings, the Vina GSA Stakeholder Advisory Committee (SHAC) supported staff further exploring options for a Domestic Well Mitigation Program, including reviewing approaches taken by neighboring basins. SHAC members noted the importance of clearly defining the GSA's role relative to Butte County's existing mitigation program to ensure the effort remains aligned with SGMA's intent and avoids duplicating responsibilities. It should be noted that the County's [Drought Resilience and Outreach Project \(DROP\) program](#), which includes a well mitigation program, is a temporary short-term program that is funded by the State Water Resources Control Board for domestic well owners that have been impacted specifically by drought, meet low-income disadvantage community requirements, and/or are located within burn-scar/disaster recovery areas.

While some SHAC members underscored that private well owners retain responsibility for maintaining their wells, others felt a GSA-level mitigation program could still be appropriate if groundwater conditions or management of the subbasin (i.e. MT levels) contribute to well impacts. Members also indicated that development of any program should be informed by a more complete domestic well inventory and consideration of agricultural well data.

Other specific input or ideas received from the Fall stakeholder meetings related to DWM are listed below, for reference:

- Include triggers or early-warning levels to prompt GSA action before MTs are reached.

- Notify domestic well owners in areas where groundwater levels approach MTs.
- Establish a domestic well mitigation program to assist with repair, deepening, or replacement when wells are impacted.
- Recognize the disproportionate impacts on domestic users compared with agricultural and development sectors and consider equity in mitigation funding.
- Evaluate the economic impacts of potential MT changes and any mitigation program, particularly for agricultural operations.
- Clarify the purpose, responsibilities, and funding sources for any potential domestic well mitigation program.
- Consider limiting mitigation responsibility to wells constructed after a certain year and requiring well registration, as other basins have done.
- Clarify the GSA's approach and potential commitment to mitigating dry wells.

These bullets are pulled from the individual stakeholder meeting summaries.

Domestic Well Mitigation Management Action in the Vina GSP

The Vina GSP includes Domestic Well Mitigation as a management action (Section 5.3.2). It states the following:

“If an increasing number of domestic groundwater wells go dry in the Vina Subbasin, the GSAs could propose a series of steps to help mitigate this issue. The following steps are proposed under this management action: 1. Establish a voluntary registry of domestic wells. 2. Compile domestic well logs, screen depths, and locations. 3. Secure financial resources to improve, deepen or replace select domestic wells. 4. Provide emergency response to homes with dry domestic wells, including supplying bottled water and potable water for sanitation.

Priority would be given to disadvantaged communities dependent on groundwater as a drinking water resource. Creating a registry of domestic wells in the region, with information on well location and screen depths, would help the GSAs compile important data into a centralized location. This would allow the GSAs to determine which wells need to be updated to the current standards and which may need to be deepened, as well as to help them prioritize certain communities for emergency response.”

Section 4 of the Periodic Evaluation annotated outline is, “Status of Projects and Management Actions.” Receiving Board direction on the expected scope and schedule of this management action will inform how its status and expected schedule is described in the Periodic Evaluation.

The existing management action in the GSP is therefore directional rather than fully programmatic. It identifies the types of actions the GSAs could pursue, but it does not establish eligibility criteria, funding mechanisms, administrative procedures, or implementation triggers. Clarifying the intended scope and schedule of this management action in the Periodic Evaluation would provide transparency on next steps.

Domestic Wells and Sustainable Management Criteria in the Vina GSP

The Vina GSP uses the concept of “sustainably constructed” domestic wells in connection with Groundwater Level Sustainable Management Criteria (SMC) for chronic lowering of groundwater levels. The GSP states that sustainably constructed wells are wells installed following the relevant County well standards within permeable aquifer material and appropriately maintained, meaning the issue is not attributable to factors such as clogged well screens or silting of the well.

In establishing MTs, the GSP refined the domestic well dataset available from the DWR OSWCR database by removing wells installed before 1980. The stated rationale is that this excludes the oldest wells and wells likely to have been replaced following historically low groundwater conditions during the 1976–1977 drought; as a result, the remaining wells were considered more likely to be consistent with current County well standards and still serving domestic water needs. In this way, the 1980 date was used as a dataset-refinement proxy tied to construction standards and likely continued use, not simply as a stand-alone policy conclusion that older wells are not relevant.

The GSP then used the refined dataset within Representative Monitoring Site (RMS)-based zones/polygons to establish MTs intended to be protective of the majority of sustainably constructed domestic wells in each RMS zone. This distinction is important in discussion of cutoff dates: the GSP's approach was to use a proxy to work with an imperfect dataset, whereas DWR's more recent feedback (described further below) suggests GSAs should clearly explain and justify any such screening assumptions and, where feasible, focus on whether wells are active rather than relying solely on construction year.

DWR's Perspective on GSA Policies and Domestic Well Impacts

As part of a separate effort, County technical staff recently met with DWR Sustainable Groundwater Management Office (SGMO) staff along with other GSA managers from the Butte Subbasin to receive feedback on the Butte Subbasin Periodic Evaluation materials. During these discussions, it was asked whether excluding older domestic wells (e.g., constructed prior to a specified cutoff date) from the total number of wells that could be impacted would align with DWR's review and approval criteria for a GSP or PE.

DWR staff emphasized that, with respect to establishing Minimum Thresholds (MTs) and determining Undesirable Results, GSAs are responsible for defining what constitutes a significant and unreasonable impact. However, DWR staff indicated that filtering wells based solely on their construction year is not preferred. Instead, a more appropriate criterion is whether a well is currently active. GSA staff acknowledged that basis would be ideal, but is difficult or impossible given the nature of existing well data.

DWR staff emphasized that setting an arbitrary cut-off date for well inclusion is generally discouraged. As Paul Gosselin, Deputy Director of Sustainable Groundwater Management, has noted publicly on several occasions, if a well that was constructed decades ago (for example, in 1970) remains functional and groundwater level declines subsequently cause that well to go dry, it is difficult for a GSA to argue that the impact is not significant and unreasonable solely because of the well's age. In such cases, the impact would still be considered relevant for evaluating groundwater condition impacts.

Review of Domestic Well Mitigation Programs and Policy Considerations

The GSA Boards requested information be provided on domestic well mitigation programs in subbasins around the state. The attached program matrix (Attachment B) provides information on key aspects of mitigation programs including a summary of the eligibility/qualifications, application/process, mitigation and costs covered, funding/cost estimates, and other notes.

The following subbasins are included in the review:

1. Colusa and Corning Subbasins
2. Subbasins in Tehama County

3. Kings Subbasin
4. Tule Subbasin
5. Madera Subbasin
6. Chowchilla Subbasin
7. Kaweah Subbasin

Key Observations from the Summary:

- Comparable programs vary substantially in form. Some are adopted, operational programs with specific eligibility rules and payment structures, while others are pilots, memoranda of understanding, or conceptual proposals that still leave implementation details to be developed.
- Most programs distinguish between interim assistance and long-term mitigation. Interim measures commonly include bottled water, bulk water, or temporary tanks; long-term measures commonly include pump lowering, deepening, replacement wells, or connection to an existing system.
- Most programs also limit eligibility in some way. Common filters include well type, ownership, causation, permit compliance, age of well, good standing with the GSA, household income, or a post-2015 / post-program-adoption timing threshold.
- Several programs use third-party or partner entities for implementation. The Kaweah review is the most developed example of a partnership approach, with Self-Help Enterprises involved in administering drinking water claims while the GSAs retain broader mitigation responsibilities and funding obligations.

For reference, the table below (Table 1) lists and describes categories of policy choices that will need to be considered in development of a program. Choices in these categories affect program cost, equity, administrative complexity, and public expectations.

Table 1. Policy Choices to Consider in Development of Domestic Well Mitigation Program.

Category	Examples of Direction Needed	Why It Matters
Program timing and scope	Adopt now; prepare a ready-to-launch standby program; or adopt only a framework and return later with a full program.	This is the threshold policy issue and will determine the level of effort the GSA should undertake now.
Eligible well types	Domestic wells only; agricultural wells used for domestic supply; state small water systems; other drinking-water-serving wells.	Expanding the pool of eligible wells can significantly increase costs
Causation standard	Require linkage to declining groundwater levels associated with GSP implementation; include or exclude subsidence; include or exclude water quality impacts.	This determines which claims qualify and whether the program is limited to SGMA-related impacts or broader drinking water concerns.
Geographic focus	Entire Subbasin; mapped at-risk areas only; or phased implementation based on monitoring results.	A more targeted program may be easier to administer and budget.
Ownership and occupancy	Landowner only; claims initiated by tenants with owner follow-up; living trusts; owner-occupied versus non-owner-occupied homes.	These choices affect fairness, ease of implementation, and how readily affected households can access assistance.
Well age and permit compliance	Age cap; depreciation based on age; legal/permitted wells only; whether permit recommendations must have been followed.	These are common ways programs manage cost and avoid subsidizing older or non-compliant wells without limitation.
Income and equity approach	No income threshold; DAC / low-income priority; income-based eligibility; or tiered assistance levels.	This affects both equity outcomes and total cost.
Interim assistance	Whether to provide bottled water, bulk water, tanks, or only referrals; desired response time; maximum duration.	Even a trigger-based program may benefit from a defined interim response protocol.
Long-term mitigation menu	Pump lowering; well deepening; replacement well; connection to an existing system; treatment; other case-by-case measures.	The menu of measures should align with local conditions, legal authority, and available funding.
Funding approach	Program reserve, annual budget, application fee, reimbursement cap, cost share, liens/recordation, grants, partner administration, or GSA-fee funding.	Funding structure will shape both feasibility and claimant expectations.
Administration and appeals	Staff-administered, consultant-administered, or third-party/nonprofit-administered; Board approval for each claim or delegated approval; appeal process.	Programs with more formal administration may be more defensible but require more staff time and transaction cost.
Monitoring and readiness tools	Well registration, domestic well reporting, permit review, at-risk mapping, or notification triggers.	These tools can support either an active program or a trigger-based standby approach.

Program Development Considerations

The Vina GSA does not have a contracted consultant, available funding, or staff capacity to support the development of a mitigation program within the 2026 calendar year and current fiscal year. However, receiving Board direction on the timing and scope of developing a program has implications for the contents of the Periodic Evaluation, adoption of the FY 2026-2027 budget, and selection of a Technical Support Consultant team in the fall who will be tasked with completing activities to implement the GSP (ex. Annual Reports) over the next 5-year periodic evaluation cycle (2027-2032). Development of a mitigation program could be done by the future GSA consultant team with dedicated funding from the Board. In addition, to help minimize costs, DWR Facilitation Support Services (FSS) could be pursued to support outreach and engagement that contributes to development of the program. In addition, staff has recently learned through DWR's Prop 4 workshop on Thursday, April 30, that technical assistance to support development of well mitigation plans will be part of the DWR Underrepresented Communities, California Tribes, and Small Farmers Groundwater Technical Assistance Program (URCTA) supported with additional funds from Prop 4. The timing of the availability and scope of this potential assistance is uncertain at this time.

Developing a mitigation program commonly includes policy and procedure development, technical analysis, legal review, public outreach and facilitation, application process design, and funding framework development (refer to Table 1). The cost of developing a program will depend on the approach and to what extent in-house staff versus consultants are relied upon for the different aspects of the effort. Staff anticipates that a program could be developed within 12-14 months once consultant support and funding are identified.

SHAC Discussion and Recommendations

At their April 22, 2026 meeting, staff provided the SHAC with a similar set of materials to this staff memo and attachments to support discussion including: a staff memo outlining background, GSP context, and policy considerations, a summary matrix of domestic well mitigation programs from other subbasins, an appendix on well registry approaches and their linkage to mitigation, and technical results from the LWA domestic well inventory and risk assessment, including estimates of wells at risk under current Minimum Thresholds using both the 2022 GSP dataset and the 2025 refined dataset. The staff memo also described two potential paths forward, development of a trigger-based mitigation framework or development of an active mitigation program. Together, these materials were intended to inform discussion of program development timing and scope and to inform how this would be described in the Periodic Evaluation. Staff requested SHAC discussion and feedback on the scope, timing, and intended path for the Domestic Well Mitigation management action in the Vina Subbasin and how it would be reflected in the Periodic Evaluation.

SHAC Discussion

The SHAC engaged in a detailed discussion of domestic well mitigation, including technical and policy considerations. Members pointed out the relationship between groundwater level Minimum Thresholds (MTs) and the number and cost of at-risk wells, noting that higher MTs could reduce both risk and mitigation costs, while a mitigation program itself could serve as a practical tool to address impacts if they occur. There was recognition that DWR would expect the GSA to either demonstrate that impacts are not significant and unreasonable or identify how they will be addressed, such as through a mitigation program. Perspectives varied on timing, with some advocating for near-term development to ensure readiness given the time required to develop and implement a program, while others emphasized that recent groundwater conditions are stable, historical impacts (i.e. reported dry wells) have been limited, and there is time to develop a program when staff has more availability and not in haste. Additional discussion touched on

funding (with an expectation that local GSA funding would likely be needed rather than grant dollars), equity considerations, and the importance of tailoring a program to subbasin-specific conditions.

Key themes and perspectives included:

- **Proactive vs. phased approach:**
Some members supported initiating program development immediately (as soon as funding and staff/consultant capacity could be secured) to ensure readiness for when the next drought comes, while others discussed a less specific timeline but namely to allow for additional analysis and cost-effective use of staff resources (may be less reliant on consultant support if staff have more availability).
- **Relationship to MTs and risk:**
Discussion highlighted that the number and cost of at-risk wells are directly tied to Groundwater Level MTs, and that adjusting MTs or implementing mitigation are both potential ways to address impacts.
- **DWR expectations:**
Although Vina did not receive an RCA specifically requiring a mitigation program be put in place, discussion acknowledged that DWR would likely expect the GSA to either justify why impacts are not significant and unreasonable or demonstrate how impacts would be addressed.
- **Equity and responsibility:**
Comments highlighted concerns about the distribution of pumping impacts from agricultural water use and the importance of protecting domestic well users.
- **Timing and current conditions:**
Public comments noted that historical dry well impacts have been relatively limited even through recent droughts years and recent wet years have improved conditions, suggesting there is time to plan deliberately.
- **Funding and implementation:**
There was general understanding that program development and implementation would require local funding (i.e. through collected fees), and that staff and consultant capacity are key considerations in timing and do not lend themselves to program development in 2026.

SHAC Recommendations

Despite differing perspectives on timing and approach, the SHAC reached **unanimous consensus** on the following recommendations to the Board:

- **Periodic Evaluation Recommendation:**
The SHAC recommends the Periodic Evaluation describe the following regarding the Domestic Well Mitigation management action: during the next implementation period, the GSA will develop a Well Mitigation Program that fits the needs of the subbasin.
- **Near-Term Action Recommendation:**
In addition, the SHAC recommends the GSA Board dedicate funding in the FY 2026–27 Annual Budget to initiate the development of a Well Mitigation Program in early 2027 after all SGM Grant Projects are complete, as not to overload staff capacity.

Requested Action

Consider the following action:

1. Direct staff to include in the Vina Subbasin Periodic Evaluation a statement that the GSAs intend to develop a Domestic Well Mitigation Program during the next implementation period (2027–2032), with the program to be tailored to the specific conditions and needs of the subbasin.
2. Direct staff to include in the proposed FY 2026–2027 budget funding to initiate development of a Domestic Well Mitigation Program with planning to begin in early 2027.

Attachments

- A. LWA Tech Memo: Vina Subbasin Domestic Well Survey & Well Risk Assessment
- B. Domestic Well Mitigation Programs - Summary Matrix
- C. Well Registry Programs and Linkages to Mitigation

Attachment A:

Clarifying Note Regarding Domestic Well Risk Assessment

Summary: The LWA memo provides a useful screening-level estimate for responding to the Board's request and DWR's corrective action related to quantifying potential domestic well impacts. The results should not be read as a final determination that all identified wells will go dry, will be eligible for mitigation, or will require full replacement. Staff is considering how to approach evaluating domestic well risk in RMS zones that include a wide range of land surface elevations.

The *LWA Domestic Well Survey and Risk Assessment Technical Memorandum*, summarizes work completed to refine the domestic well inventory and estimate the number of domestic wells that could be at risk if groundwater levels reach the current Groundwater Level Minimum Thresholds (MTs). Using the 2022 GSP dataset, the analysis estimated 462 wells at risk out of 1,920 wells. Using the 2025 refined dataset, the analysis estimated 400 wells at risk out of 1,253 wells. The memo also presents upper-bound mitigation cost estimates of \$18.5 million and \$16 million, respectively, assuming \$40,000 per well.

Important context for interpreting these results:

- **The at-risk well count has an important limitation to note.** The RMS polygons cover areas with varying land surface elevations and groundwater conditions. A well located substantially higher in elevation than the RMS well (as on the east side of the subbasin) may appear at risk when compared to the MT elevation established at the RMS well, even though the RMS well may not fully represent conditions at that location.
- **This limitation was recognized in the 2022 GSP.** Appendix 3-B explains that wells above the MT elevation tend to be especially shallow or have a significantly different, higher ground surface elevation than the RMS well, and that RMS wells are not fully representative of every well within a zone because groundwater surface and land surface elevations vary across the area.
- **Interpreting the cost estimate:** The cost estimates should be understood as a high-level sensitivity calculation only, not as a proposed program budget or estimate of likely mitigation costs, because actual costs would depend on future Board policy direction regarding eligibility, causation, covered mitigation measures, reimbursement limits, and funding approach.



Technical Memorandum

TO Vina & Rock Creek Reclamation District
Groundwater Sustainability Agencies

FROM Ryan Fulton, PE

CC Christina Buck & Becky Fairbanks

DATE 04/22/2026

SUBJECT Vina Subbasin Domestic Well Survey & Risk
Assessment (SGM Grant Component 2, Task 7
Deliverable)

1 BACKGROUND

The Vina Groundwater Sustainability Plan (GSP) was adopted in December 2021 by the Vina Groundwater Sustainability Agency (GSA) and Rock Creek Reclamation District GSA and subsequently reviewed and approved by the California Department of Water Resources (DWR) in July 2023. As part of its review, DWR provided recommended corrective actions (RCAs) in its Determination Letter identifying several areas for improvement with an expectation that they should be considered by the GSAs for the first periodic evaluation of the GSP. The Sustainable Groundwater Management Act (SGMA) requires the GSAs to submit the first Periodic Evaluation (PE) by January 2027. The PE is the GSAs' written assessment of its GSP implementation. Subsequently, the DWR will conduct its Periodic Review of the GSP taking into consideration Annual Reports, the Periodic Evaluation, and assessment of progress made toward achieving sustainability and will issue a determination of the status of the Plan: Approved, Incomplete, or Inadequate. Per the Water Code, DWR conducts this review whether or not the GSAs amend the GSP as part of the Periodic Evaluation. Vina GSA received funding through the Sustainable Groundwater Management Round 2 grant program to support work to address data gaps identified in the plan, complete the Periodic Evaluation, and amend the GSP, as necessary.

This memorandum describes the work Larry Walker and Associates (LWA) has completed to update the current dataset of domestic wells in the Vina Subbasin with results of their desktop survey to address the identified data gap in the GSP related to uncertainty about well location and whether wells in DWR's Online System for Well Completions Reports (OSWCR) database are active or not. The 2022 GSP states "domestic well reliability and protection are the focus of the Groundwater Levels Minimum Thresholds (MT). From a policy perspective, sustainably constructed domestic wells going dry during non-dry year conditions would be a "significant and unreasonable" undesirable result of groundwater management (GSP Section 3.3.2)." The domestic well survey identifies active domestic wells that are sustainably constructed (e.g., drilled below historical low groundwater elevations).

In addition, the memorandum includes results addressing a portion of DWR's RCA regarding potential impacts to domestic wells within the Subbasin at established groundwater level minimum thresholds. Specifically, RCA 3 (b) states:

*"Provide information on impacts to domestic wells during projected conditions where minimum thresholds are exceeded but undesirable results do not occur and **also quantify domestic wells that will be impacted by the proposed minimum threshold.** Furthermore, the GSAs should*

evaluate the impacts of proposed minimum thresholds on other beneficial uses and users, such as public and small water systems and environmental users and users.”

The following sections described the updated domestic well survey and risk assessment.

2 UPDATED WELL SURVEY

The LWA Team conducted a preliminary evaluation of domestic wells in the Vina Subbasin by identifying residential parcels that are not served by public water suppliers and estimated approximately 4,400 parcels within the Subbasin are likely supplied by a domestic well as shown in Figure 1. The analysis did not provide sufficient information to fill the domestic well data gap described in the GSP and to respond to DWR’s RCA. Additional specifications, including well location and depth, are needed to estimate the number of wells at risk of going dry if groundwater level minimum thresholds are reached.

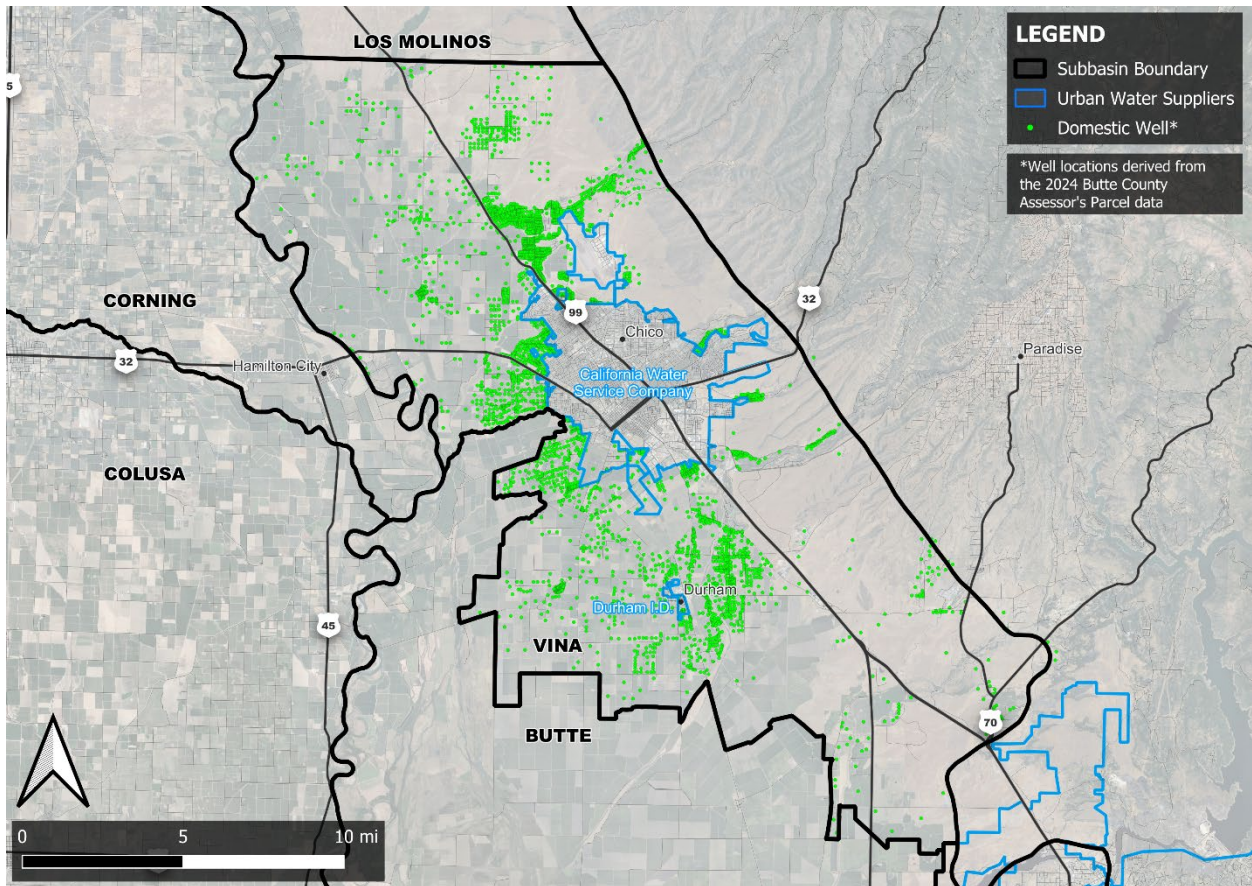


Figure 1. Vina Subbasin domestic well distribution (developed using County parcel information).

The LWA Team compiled domestic well completion reports (WCRs) from DWR’s OSWCR database. The database provides well specifications including drill / completion depth, location, screen interval(s), and age / status (e.g., active vs abandoned). The OSWCR database provides location information for all WCRs using the Public Land Survey System (PLSS) Section (or a one-square mile area). WCRs were thoroughly reviewed by LWA checking for other information that provided accurate location information such as sketches and APNs. This information is not always captured and digitized by DWR in the OSWCR database and is required to identify active and abandoned domestic wells. Abandoned wells are identified by looking at parcels with multiple domestic wells or within a public water supplier service area (e.g., Cal Water). For example, a parcel may have records of two domestic wells: one from the 1960s and

a second from the 2010s. In this case, it is assumed that the 1960s well is abandoned and replaced by the well drilled in the 2010s.

DWR's OSCWR database shows 4,275 domestic wells within the Vina Subbasin. Well depth is known for all wells except for nine (9) wells. Figure 2 shows the number of wells missing location information before and after LWA's review of the WCRs by decade. Approximately 75% of the WCRs were missing accurate location information before LWA's review. LWA staff identified the precise location of 1,731 domestic wells. An additional 403 wells had an identifiable APN on the WCR, bringing the total number of wells with a refined location to 2,134 (or 50%). The remaining 2,141 wells could not be identified past the center of the PLSS section. These wells were mostly drilled before 1980. The installation date is missing from 91 of the 4,275 WCRs. Figure 3 shows domestic wells with the updated locations.

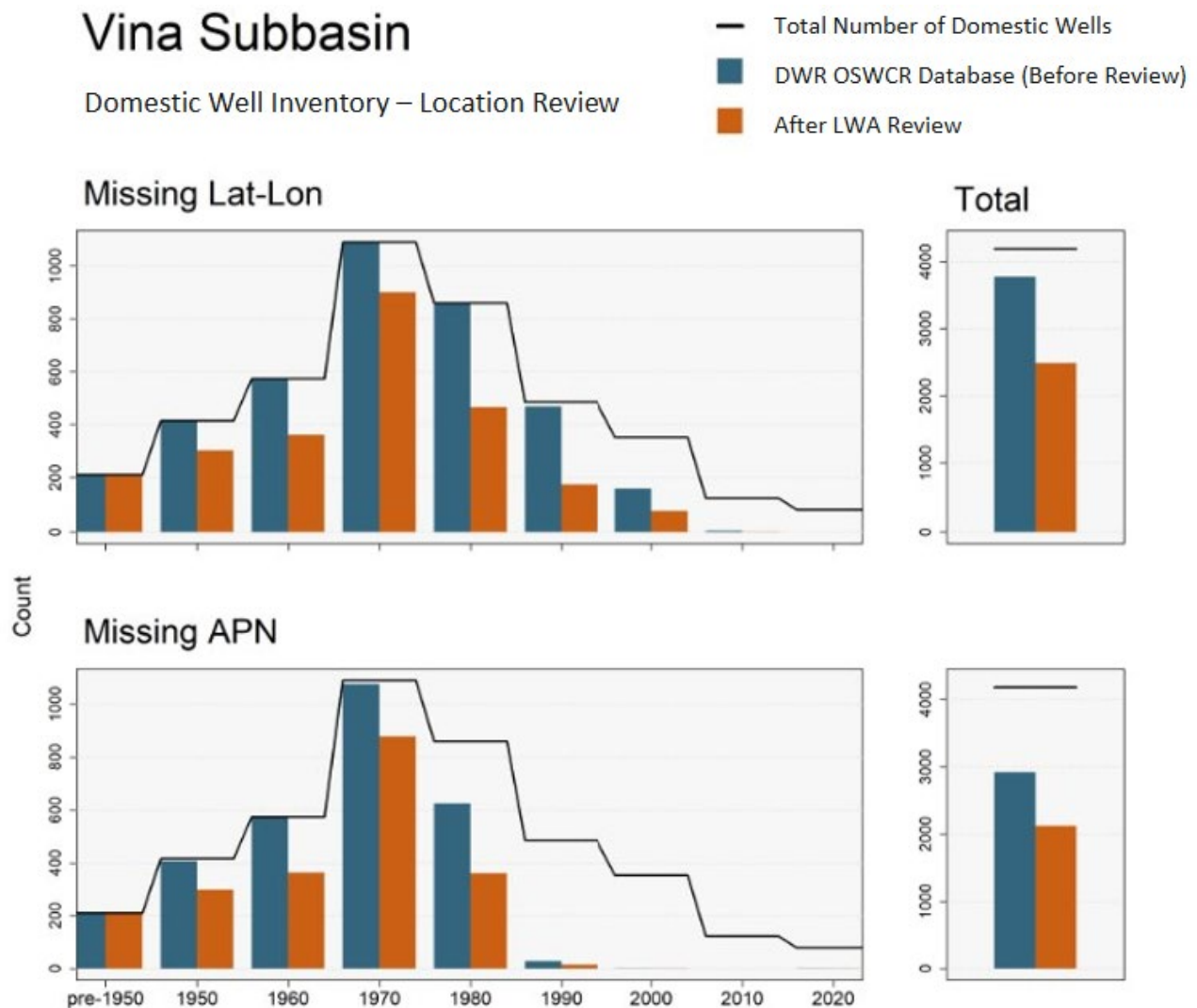


Figure 2. Summary of wells missing location information before and after manual review.

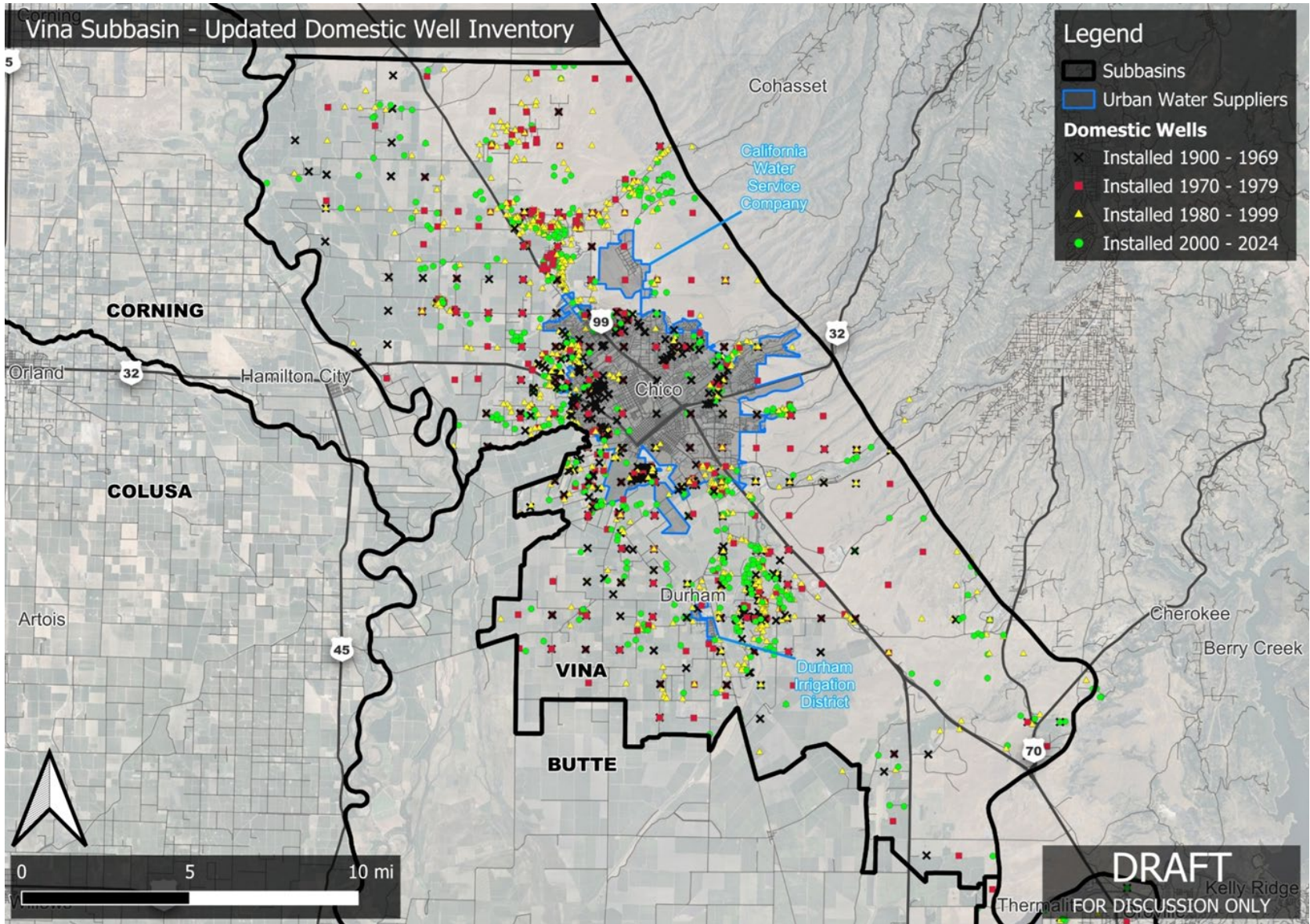


Figure 3. Vina Subbasin Domestic Wells from DWR's OSWCR database (updated locations shown).

Sustainably constructed, active domestic wells were identified using the refined OSWCR dataset based on the following assumptions:

1. Removed wells drilled prior to 1980 (consistent with the 2022 GSP). The GSP states “wells installed before 1980 were removed. This removes the oldest wells and wells likely to have been replaced as a result of historically low groundwater conditions that occurred during the 1976-1977 drought. Wells that remain are more likely to be consistent with current well standards and currently serving domestic water needs (GSP Section 3.3.2).” There are 2,282 WCRs dated before 1980 and 1,920 WCRs dated after 1980.
2. Removed wells within public water supplier service areas (e.g., Cal Water-Chico and Durham I.D.) or on the same parcel as another more recently installed well.
3. Removed wells that have gone dry in the past. These wells have a bottom elevation greater than the minimum historical groundwater level measured at the corresponding groundwater level RMS well per the 2022 GSP. The County well ordinance requires all wells to be drilled below the historical minimum groundwater elevation. In accordance with the 2022 GSP, the GSA considers these wells to be not sustainably constructed.

As a result, there are 1,253 sustainably constructed, active domestic wells across the Vina Subbasin as shown in Figure 4. Generally, wells are spatially distributed across the Subbasin similarly to the parcel-derived locations (Figure 1). There are significantly fewer sustainably constructed, active wells than parcels likely having a domestic well. This is likely due to uncertainties in both analyses including incomplete WCR records and errors in the County’s parcel coverage.

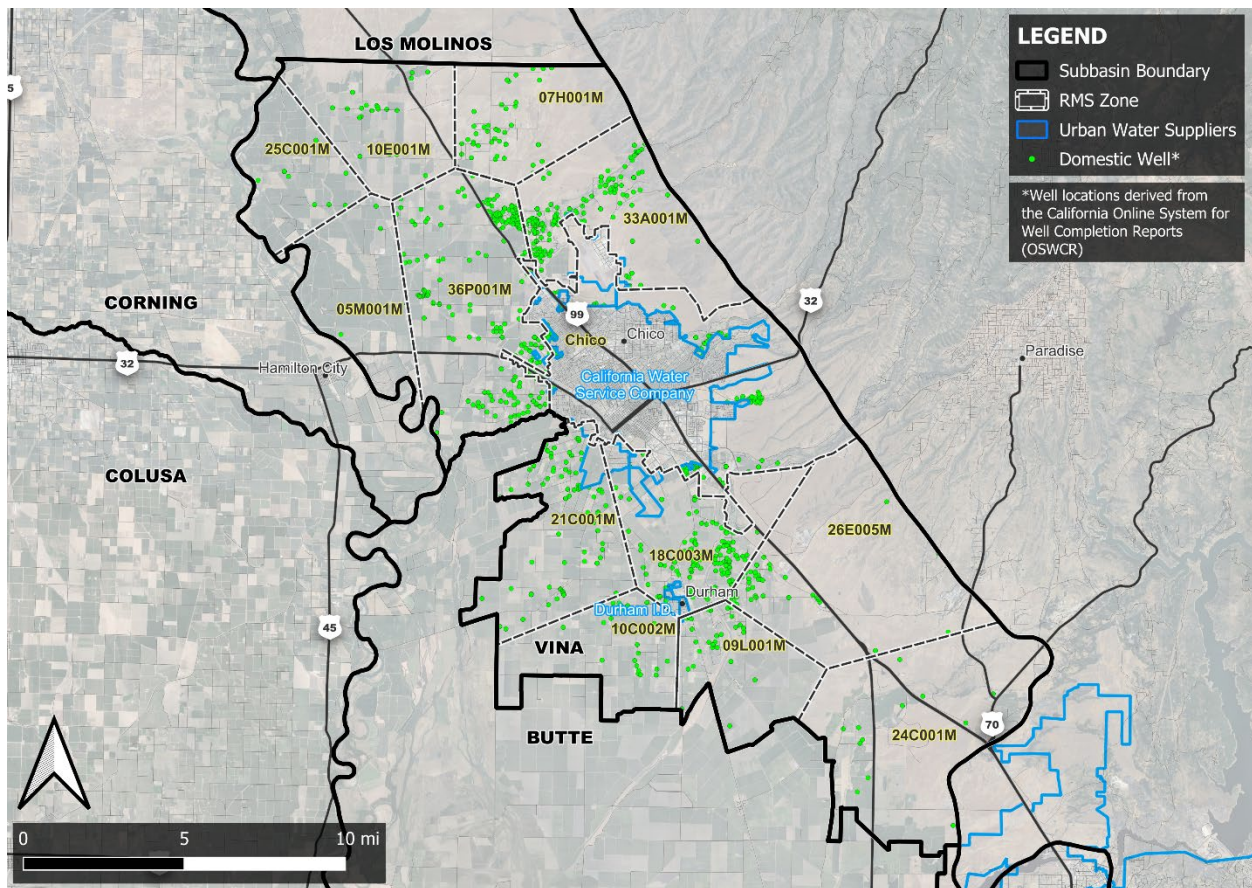


Figure 4. Vina Subbasin sustainably constructed, active domestic wells from DWR’s OSWCR database.

3 DOMESTIC WELL RISK ASSESSMENT

To address DWR's RCA 3(b): the number of wells at risk of going dry if groundwater levels reach MTs was estimated using two different approaches. The first approach is consistent with the methodology described in the 2022 GSP Appendix 3-B using the same data set of domestic wells. It relies on DWR's OSWCR database and assumes all domestic wells drilled post-1980 are active. Risks to domestic wells were determined by identifying wells where the bottom of the well is above the MT elevation. Wells above the MT elevation tend to be especially shallow (less than 100 feet deep) or are located at a higher ground surface elevation than the RMS well.

A second risk assessment was conducted using the sustainably constructed, active domestic wells from the LWA desktop survey (described in Section 2) and the same groundwater level RMS wells and zones provided in 2022 GSP, Appendix 3-B. The number of domestic wells at-risk at the current MTs was estimated using the following steps:

1. Estimated the "effective depth" of each domestic well, which was the shallower of the assumed pump elevation (e.g., bottom of well elevation plus 10 feet above mean sea level), and the bottom elevation of the well's deepest perforated interval.
2. Adjusted ground elevation at each domestic well using LiDAR data to account for ground elevations changes across each RMS zone.
3. Quantified the number of domestic wells at risk of going dry at the current MTs for each RMS zone. If a well's effective depth is shallower than the current MT, then it is at risk of going dry before undesirable results occur in the subbasin.

Table 3 summarizes the number of at-risk domestic wells using both approaches. DWR's OSWCR database shows there are a total of 4,275 domestic wells within the Subbasin of which 1,920 wells were drilled post-1980. It is estimated using the original well inventory that 462 wells (or 24% of 1,920 wells) are at risk at the current MTs. Likewise, it is estimated using the updated approach that 400 wells (or 32% of 1,253 wells) are at risk at the current MTs. Both assessments resulted in similar numbers of at-risk domestic wells even though the total number of active domestic wells decreased using the updated inventory. The total maximum mitigation program cost is up to \$18.5 million (2022 GSP) or \$16 million (updated inventory) assuming it will cost \$40,000 to replace / deepen a well and all at risk wells would be eligible for full replacement (Table 1). This therefore represents an upper estimate of mitigation costs. Dry wells are likely to occur over several years / decades as groundwater levels may gradually approach MTs. Assuming costs are spread over twenty years, the equivalent annual cost per irrigated acre is \$12.25 and \$10.60; respectively.

Table 1. Total number of domestic wells and wells at-risk by RMS zone.

Management Area	RMS Zone	2022 GSP ¹			Updated Risk Assessment		
		Number of At-Risk Wells	Total Number of Active Wells	Percent of Wells at Risk	Number of At-Risk Wells	Total Number of Active Wells	Percent of Wells at Risk
Vina North	10E001	6	21	29%	5	20	25%
Vina North	25C001	5	18	28%	4	10	40%
Vina North	05M001	2	5	40%	3	7	43%
Vina North	36P001	69	329	21%	103	288	36%
Vina North	07H001	32	67	48%	30	58	52%
Vina North	33A001	116	307	38%	99	228	43%
Chico MA	RMS All	85	544	16%	30	200	15%
Vina South	21C001	57	155	37%	42	120	35%
Vina South	18C003	60	339	18%	37	195	19%
Vina South	26E005	15	45	33%	23	50	46%
Vina South	10C002	4	29	14%	9	26	35%
Vina South	09L001	7	49	14%	6	39	15%
Vina South	24C001	4	12	33%	9	12	75%
Total:		462	1,920	24%	400	1,253	32%
Max. Total Mitigation Cost: ²		\$18.5 million (or \$245 per irrigated acre)			\$16 million (or \$212 per irrigated acre)		
Annual Mitigation Cost: ³		\$12.25 per irrigated acre			\$10.60 per irrigated acre		

Notes:

- 1.) Methodology described further in GSP Appendix 3-B. Risks to domestic wells are shown on graphs in Appendix.
- 2.) The maximum total mitigation cost assumes \$40,000 per well to deepen / replace. Per acre cost is based on 75,500 acres of irrigated farmland within Vina Subbasin (source: 2024 Annual Report).
- 3.) The equivalent annual mitigation cost per acre spreads the max total mitigation cost over 20 years.

4 RECOMMENDATIONS

The domestic well survey estimated the number of domestic wells within the Vina Subbasin to be as low as 1,253 (WCR-based approach) and to be as high as 4,400 (parcel-based approach). It is recommended that the GSA implement a well registration program to improve the GSA's domestic well inventory as funding allows. A registry may support a domestic well mitigation program as needed.

Attachment B. Domestic Well Mitigation Programs – Summary Matrix

Basin/GSA	Implementer	Eligibility/Qualifications	Application / Process	Mitigation and Costs Covered	Funding/Cost Estimate	Other Notes
Colusa and Corning Subbasin.	Jointly led and funded by Colusa Groundwater Authority, Glenn Groundwater Authority, and Corning Subbasin GSA. North Valley Community Foundation (complete field work/verification).	Well located within Pilot Program area Drinking water well used primarily for household supply Well impact must be caused by groundwater level decline or subsidence Well has not previously received assistance through this Program	Applicants contact information Well owner information Well type and location Description of well issue and date impact began Well construction information (if available) \$150 application fee (may be reimbursed for eligible wells) Well evaluation conducted by licensed professional	Long-Term Mitigation Measures: - Replacement well or other approved long-term mitigation (case-by-case). Interim Mitigation: - Temporary water supplies (bulk and/or bottled water)	Funding/Cost Estimate: Admin Cost for program \$470,000 Estimate Cost for potential well impacts before 2042 is \$4.7M	Pilot program (1-year duration, subject to extension) Well evaluation is critical part of the process.
Corning, Red Bluff, Los Molinos, and Antelope subbasins	Tehama County Flood Control and Water Conservation District GSA	All well types and ages are eligible (pump etc. not provided for wells >20 yrs) Must be confirmed dry and located in an over-drafted area Property owners only (lessees considered case-by-case) No income threshold for eligibility Applicants must be in good standing with District and Environmental Health	Submit application and required documentation Non-refundable application fee required District schedules field inspection within ~10 business days	Long-Term Mitigation: - Abandonment and sealing of existing well - Construction of replacement well Interim Mitigation: - Temporary drinking water supply prior to replacement well installation - Up to 3 months of	District mitigation program funding Maximum reimbursement: \$40,000	Reporting: A volunteer dry well reporting system is currently used to track impacts. Mandatory well registration program in place. One reimbursement allowed per parcel

Basin/GSA	Implementer	Eligibility/Qualifications	Application / Process	Mitigation and Costs Covered	Funding/Cost Estimate	Other Notes
		Department Wells installed after October 2021 must comply with well permit recommendations		water support (possible 3-month extension)		
Kings Subbasin	McMullin Area GSA	Domestic wells producing ≤ 2 AFY Used solely for household drinking water supply (≤ 4 service connections) Household income $\leq 80\%$ of statewide median income (DAC threshold) Applicant must be landowner and in good standing with GSA Wells ≤ 50 years old at time of application Wells must be legally constructed and registered Not eligible: New wells constructed on or after July 7, 2022 if not in compliance w/ all GSA policies (e.g. minimum depth requirements) Wells with vertical turbine pumps	Application must demonstrate compliance with eligibility and qualification criteria Landowner submits written request for mitigation assistance Well contractor assessment required MAGSA reviews applications and verifies eligibility	Long-term measures: - Lower Pump - Deepen Well - New Well - Other Interim measures: - Water delivery - Storage tank	GSA program funding Cost-sharing agreements may apply	Program is not retroactive and applies only to wells that go dry after adoption or October 1, 2024, whichever is later.
Tule Subbasin	Eastern Tule Subbasin GSA (program is specific to this GSA)	Owner must be in good standing with ETGSA Owners participating in Tier 1 or Tier 2 transitional pumping allocations are not eligible Well impacts must be linked to approved GSP-related activities	Applicant submits mitigation claim form to ETGSA staff Applications processed on a first-come, first-served basis Priority determined by date completed	Long-Term Mitigation - Service connection to existing water system - Replacement water supply - Reimbursement for well deepening or	Penalty revenue State, federal, and local grant funding	County provides new well permit applications to ETGSA for review and recommendations

Basin/GSA	Implementer	Eligibility/Qualifications	Application / Process	Mitigation and Costs Covered	Funding/Cost Estimate	Other Notes
		Wells must comply with well permit application recommendation Wells must be ≤25 years old from date of construction	application is received	drilling a new well Interim Mitigation - Replacement water supply if needed during mitigation process - One mitigation award per eligible applicant or well		
Madera Subbasin	Implementer: Madera County GSA	Landowner with a domestic well located within the Madera Subbasin and GSA boundaries Well must have gone dry after January 1, 2026, or be on Self-Help interim water assistance list Domestic well must be ≤30 years old Well failure must be caused by declining groundwater levels/subsidence Residence must be considered habitable Property owner must have owned the property for at least one year Wells impacted by subsidence may also qualify	Submit application and \$100 application and assessment fee Well assessment conducted by GSA or program representative If eligible, landowner solicits three bids (2 from qualified driller list) and GSA selects one bid Payment issued according to mitigation contract Lien placed on property for program participation	Long-Term Mitigation - Drill replacement well - Connect property to existing community water system Interim Mitigation (implemented by Self Help Enterprises) - Emergency interim water assistance	The program provides up to \$35,000. Any cost over \$35,000 is the landowner's responsibility. Payback provision: 0-1 yrs: 100% up to \$35,000 1-2 yrs: 50% up to \$17,500 2+ yrs: 0%	Property lien required for 2 years after mitigation payment Payback required if property sold within first 2 years Information found at Maderadrywell.com
Chowchilla Subbasin	Chowchilla Water District administered on behalf of subbasin GSAs (through	Property owner must submit complete mitigation program application Property must be located within the Chowchilla	Submit application and initial well assessment documentation Provide records of	Long-Term Mitigation - Construction of new domestic well - Consolidation with	Maximum mitigation award: \$30,000 Proportional	

Basin/GSA	Implementer	Eligibility/Qualifications	Application / Process	Mitigation and Costs Covered	Funding/Cost Estimate	Other Notes
	cooperative MOU)	Subbasin boundaries Well must be impacted by groundwater level decline occurring after January 31, 2020 Water quality mitigation concepts included No income eligibility requirements	previous well work (if available) \$100 application fee (refunded if mitigation awarded)	existing domestic water system Interim Mitigation - Bottled drinking water delivery - Bulk water storage tank installation - Water delivery service - Maintenance of temporary storage tanks	funding contributions from participating agencies	
Kings Subbasin	Implemented by multiple GSAs within the Kings Subbasin.	Domestic wells and state small water systems Well failure caused by declining regional groundwater levels Wells must be ≤50 years old at time of application Household income ≤80% of statewide median income Applicant must be the landowner and in good standing with the GSA Wells must be legally permitted and registered Combination agricultural-domestic wells are not eligible	Well owner hires contractor to determine cause of well failure Application submitted with contractor findings Wells prioritized by severity of impact: Priority 1: Well non-operational due to groundwater decline Priority 2: Well operating at reduced capacity Priority 3: Well non-operational but alternate supply available Priority 4: Well operational but at	Long-Term Mitigation - Lower pump - Deepen well - Construct replacement well Interim Mitigation - Bottled water supply - Bulk water storage tanks	GSA program funding Mitigation funding determined case-by-case	

Basin/GSA	Implementer	Eligibility/Qualifications	Application / Process	Mitigation and Costs Covered	Funding/Cost Estimate	Other Notes
			risk of failure			
East Kaweah GSA / Kaweah Subbasin	Uses third-party nonprofit (Self-Help Enterprises) to administer mitigation services	Domestic wells, drinking water wells, and small community wells Well impact must occur after January 1, 2015 Well failure must be linked to groundwater overdraft conditions associated with the GSP On-site assessment required through Kaweah Subbasin Mitigation Program	Claim submitted through Self-Help Enterprises intake form Program conducts site assessment GSA Board reviews and approves mitigation funding	Long-Term Mitigation - Well repair or replacement (pump modification, deepening, replacement, consolidation) - Long-term mitigation funding assistance Interim Mitigation - Emergency drinking water supply	Costs reimbursed through program funding agreements	Third-party nonprofit manages mitigation services and implementation for drinking water wells

Attachment C. Well Registry Programs and Linkages to Mitigation

As requested by the Board, the following compiles information from groundwater sustainability agencies (GSAs) across the state to understand how well registration programs are structured and whether they are linked to domestic well mitigation programs. The table below summarizes whether registration is required, the types of wells included, and how registration is used in relation to mitigation program eligibility. This information is provided to support discussion of whether and how a well registry could be incorporated into the Vina Subbasin’s approach to domestic well mitigation and broader groundwater management.

GSA / Subbasin	Registration Required?	Well Types Covered	Link to Mitigation Program	Notes / Key Details
North Kings GSA (Kings Subbasin)	Yes	All wells (ag, domestic, industrial, public supply)	Required for participation	Registration required for mitigation assistance; part of Kings Subbasin program
North Fork Kings GSA (Kings Subbasin)	Yes	Domestic and agricultural wells	Required (via subbasin program)	Registration tied to subbasin-wide mitigation framework
McMullin Area GSA (Kings Subbasin)	Yes (threshold-based)	Wells >2 AFY; domestic ≤2 AFY generally excluded	Required for mitigation eligibility	Domestic wells must register to receive mitigation assistance
Kings Subbasin (multi-GSA program)	Yes (program requirement)	Domestic wells and State Small Water Systems	Required	Registration required prior to or with mitigation application
Tehama County Subbasins	Yes	All - Domestic, agricultural, other wells	Required	Countywide program exists; requirement status varies
Greater Kaweah GSA	Not clearly mandatory	Agricultural, domestic, industrial, retired wells	Not required	Registration encouraged; evolving toward formal program
Mid-Kaweah GSA	Not currently mandatory	Agricultural, domestic, industrial,	Not required	Intent to move toward mandatory

		retired wells		registration
Kaweah Subbasin (general framework)	No (voluntary)	All well types encouraged	Not required	Voluntary program; not tied to mitigation eligibility
Salinas Valley Basin GSA	Not clearly mandatory	All wells (requested)	Not required	Registration encouraged for basin management
Colusa / Glenn / Corning Subbasins	No	Not specified	Not required	Pilot mitigation program does not include registration requirement
Chowchilla Subbasin	No	Not specified	Not required	No registration prerequisite identified
Madera Subbasin (MCGSA)	No	Not specified	Not required	Mitigation program operates without registration requirement
Eastern Tule GSA	No	Not specified	Not required	No registration prerequisite identified

Note: This summary was compiled using publicly available information and generalized research tools (i.e. AI). While staff has reviewed the information for reasonableness, it has not been independently verified by staff and may not reflect the most current program requirements.



Vina Groundwater Sustainability Agency Agenda Transmittal

Subject: Financial and Administrative Systems Ad Hoc Committee Update

Contact: Dillon McGregor

Phone: (530) 552-3589

Meeting Date: May 13, 2026

Agenda Item: 5.3

Background

On April 29, 2026, the Financial and Administrative Systems Ad Hoc Committee convened to review the proposed FY 2026-27 budget, a proposal from the Butte County Auditor-Controller's Office to provide financial services, and multiple administrative policy matters. The committee's discussions and recommendations are summarized below.

FY 2026-27 Budget

Two FY 2026-27 budget scenarios were presented to address changes from the five-year projection included in the 2025 Fee Study and to allow for side-by-side fee comparisons. The primary increase from the five-year projection is attributable to revised legal defense cost estimates.

The first scenario reflects baseline FY 2026-27 operations and SGMA implementation costs. The second scenario includes a \$50,000 allocation for development of a well mitigation plan recommended by the Stakeholder Advisory Committee (SHAC).

The committee recommended presenting both scenarios to the Board and approving the scenario that includes funding for well mitigation plan development.

Financial Services MOU

The Butte County Auditor-Controller's Office proposed cost for providing financial services to the Vina GSA is \$12,000 annually, including end-of-year accounting and financial reporting for the 2025/2026 Fiscal Year. Establishing a formal agreement would clarify the division of financial responsibilities between grant administration accounting and management of operational funds. The committee recommends initiating the preparation of a Memorandum of Understanding (MOU) for Board for approval.

Financial Reserves

Previous budgets have identified a "contingency" line-item; however, the committee recommends the establishment of a formal reserve fund, as allowed by Water Code Section 10730(a). The committee recommends that staff draft a reserve policy for Board consideration, and that the policy include defined reserve categories with specific percentage targets. As a first step, the committee recommends reclassifying the existing 10% contingency as a formal reserve in the FY 2026-27 budget.

Member Agency In-Kind Contributions

Member agencies contribute to GSA operations through in-kind services such as meeting space and management committee staff time. These contributions are not currently documented. The committee recommends that staff identify and estimate the annual value of in-kind contributions from each member agency to provide the Board with a clearer picture of total resources supporting GSA operations.

Procurement Policy

The Vina GSA currently defaults to Butte County's procurement policy. The committee recommends developing a standalone procurement policy tailored to the GSA's operations

Requested Action: Accept as information.



Vina Groundwater Sustainability Agency Agenda Transmittal

Subject: 5.4. *Fiscal Year 2026/27 Annual Operations Budget Discussion

Contact: Dillon McGregor

Phone: (530) 552-3589

Meeting Date: May 13, 2026

Agenda Item: 5.4

Background

On April 29, 2026, the Financial and Administrative Systems Ad Hoc Committee reviewed the proposed FY 2026-27 budget and recommended that staff present two budget scenarios to the Board: one without funding for a Well Mitigation Plan, and one that includes a \$50,000 allocation for Well Mitigation Plan development beginning Spring 2027 (consistent with the Stakeholder Advisory Committee's April 2026 recommendation). The Ad Hoc Committee further recommended that the Board direct staff to return in June with the scenario that includes the Well Mitigation Plan.

Summary

Budget Scenarios.

Scenario A (without Well Mitigation Plan) totals \$931,150, requiring fee revenue of \$923,527 after the Rock Creek Reclamation District (RCRD) cost share offset. Scenario B (with Well Mitigation Plan) totals \$986,150, requiring fee revenue of \$977,185. Both scenarios include \$1,600,000 in pass-through DWR SGMA Round 2 grant funding for projects. Detailed budgets are provided as Attachments A and B.

Variance from 2025 Fee Study.

Scenario A is \$226,160 above the Fee Study's FY27 projection of \$704,990 (Table 6, inflated; Attachment C); Scenario B is \$281,160 above. Approximately \$211,000 of the variance is attributable to legal defense costs: the Fee Study projected \$108,160 for FY27, while the proposed budget includes \$240,000 for FY 2026-27 plus \$60,000 accrued from the FY 2025-26 shortfall, for a total of \$300,000. The balance reflects a \$9,500 increase in Financial Services to fund the proposed Butte County Auditor-Controller MOU (Item 5.3) and inflationary adjustments to other operating lines.

Preliminary Fees.

Estimated fees under each scenario are shown below for comparison to the adopted FY 2025-26 fees. Final amounts will be set by Board resolution in June 2026 under the methodology in Section 4.1(c) of the adopted Fee Study.

Fee Component	FY 2025-26 Adopted	Without Well Mitigation Plan	With Well Mitigation Plan
Part 1 Base Fee (per parcel)	\$12.62	\$16.84	\$16.82
Part 2, Group 1 Fee (per cropped acre)	\$4.22	\$4.14	\$4.86
Part 2, Group 2 Fee (per developed parcel)	\$0.96	\$0.94	\$1.10

Requested Action: Direct staff to bring back the proposed FY 2026-27 budget that includes the Well Mitigation Plan for the Board to adopt in June 2026.

Attachments

- A. Vina GSA DRAFT Fiscal Year 2026-27 Annual Operating Budget without Well Mitigation Program
- B. Vina GSA DRAFT Fiscal Year 2026-27 Annual Operating Budget with Well Mitigation Program
- C. Vina GSA Fee Report - Table 6 - Project Budget Needs w Inflation

Attachment A

Vina GSA DRAFT Fiscal Year 2026-27 Annual Operating Budget	
without Well Mitigation Program	
REVENUES	
GSA-Related Revenues	
SGMA Regulatory Fees	\$923,527
Rock Creek Reclamation District - Cost Share	\$7,623
DWR SGMA Round 2 Grant Funding	\$1,600,000
TOTAL REVENUES	\$2,531,150
EXPENSES	
Part 1: Governance & GSA Operations	
Audit Services (FY25-26)	\$19,500
Financial Services	\$12,000
County Tax Roll Fee Support	\$31,000
Legal Services (excluding defense)	\$30,000
Legal Defense Reserve	\$240,000
Legal Defense Reserve Accrued FY 25-26	\$60,000
Professional Services	\$35,000
Program Manager	\$115,000
Office Expenses	\$20,000
Prudent Reserve (10%)	\$56,250
Part 1 Subtotal	\$618,750
Part 2: SGMA Monitoring & SGM	
Annual Reporting	\$42,000
Periodic Evaluations (2028-2023)	\$52,000
Groundwater Monitoring	\$54,000
Surface-GW Modeling	\$31,500
GSA Coordination & Outreach	\$31,500
Data Management System Maintenance	\$15,500
Technical Assistance - Professional Services	\$42,000
Grant Procurement & Administration	\$15,500
Prudent Reserve (10%)	\$28,400
Part 2 Subtotal	\$312,400
Total Operational Budget	\$931,150
DWR SGMA Round 2 Grant Fundied Projects Sub-Total	\$1,600,000
TOTAL EXPENSES	\$2,531,150
Fee Setting Calculation	
Part 1 & 2 Expenses	\$931,150
less RCRD 2.44% Share of Part 2 Costs	\$7,623
less SGM Grant Contribution	\$1,600,000
Fee Setting Amount (Required Fee Revenue)	\$923,527

Attachment B

Vina GSA DRAFT Fiscal Year 2026-27 Annual Operating Budget	
with Well Mitigation Program	
REVENUES	
GSA-Related Revenues	
SGMA Regulatory Fees	\$977,185
Rock Creek Reclamation District - Cost Share	\$8,965
DWR SGMA Round 2 Grant Funding	\$1,600,000
TOTAL REVENUES	\$2,586,150
EXPENSES	
Part 1: Governance & GSA Operations	
Audit Services (FY25-26)	\$19,500
Financial Services	\$12,000
County Tax Roll Fee Support	\$31,000
Legal Services (excluding defense)	\$30,000
Legal Defense Reserve	\$240,000
Legal Defense Reserve Accrued FY 25-26	\$60,000
Professional Services	\$35,000
Program Manager	\$115,000
Office Expenses	\$20,000
Reserve (10%)	\$56,250
Part 1 Subtotal	\$618,750
Part 2: SGMA Monitoring & SGM	
Annual Reporting	\$42,000
Periodic Evaluations (2028-2023)	\$52,000
Well Mitigation Plan	\$50,000
Groundwater Monitoring	\$54,000
Surface-GW Modeling	\$31,500
GSA Coordination & Outreach	\$31,500
Data Management System Maintenance	\$15,500
Technical Assistance - Professional Services	\$42,000
Grant Procurement & Administration	\$15,500
Reserve (10%)	\$33,400
Part 2 Subtotal	\$367,400
Total Operational Budget	\$986,150
DWR SGMA Round 2 Grant Fundied Projects	\$1,600,000
TOTAL EXPENSES	\$2,586,150
Fee Setting Calculation	
Part 1 & 2 Expenses	\$986,150
less RCRD 2.44% Share of Part 2 Costs	\$8,965
less SGM Grant Contribution	\$1,600,000
Fee Setting Amount (Required Fee Revenue)	\$977,185



Table 6
Projected Budget Needs with Inflation

Operations	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Cost Category	Yr1	Yr2	Yr3	Yr4	Yr5
<i>Annual Inflation [1]</i>	<i>0.0%</i>	<i>4.0%</i>	<i>4.0%</i>	<i>4.0%</i>	<i>4.0%</i>
Part 1 Costs					
Audit Services	\$37,500	\$19,500	\$20,280	\$21,090	\$21,930
Financial Services	\$2,500	\$2,600	\$2,700	\$2,810	\$2,920
County Tax Roll Fee Support	\$28,000	\$29,120	\$30,280	\$31,500	\$32,760
Legal Services	\$30,000	\$31,200	\$32,450	\$33,750	\$35,100
Legal Services Accrued FY 24-25	\$15,000	\$0	\$0	\$0	\$0
Legal Defense Reserve	\$175,000	\$108,160	\$112,490	\$116,990	\$121,670
Legal Defense Reserve Accrued FY 24-25	\$55,000	\$0	\$0	\$0	\$0
Professional Services	\$35,000	\$36,400	\$37,860	\$39,370	\$40,950
Program Manager	\$110,000	\$114,400	\$118,980	\$123,740	\$128,680
Office Expenses	\$16,000	\$16,640	\$17,310	\$18,000	\$18,720
Subtotal Part 1 Costs	\$504,000	\$358,020	\$372,350	\$387,250	\$402,730
Contingency 10%	\$50,400	\$35,802	\$37,235	\$38,725	\$40,273
Prudent Reserve (58.6%)	\$64,490				
Part 1 Costs TOTAL	\$618,890	\$393,822	\$409,585	\$425,975	\$443,003
Part 2 Costs					
Annual Reporting	\$5,000	\$41,600	\$43,270	\$45,000	\$46,800
Periodic Evaluations	\$20,000	\$52,000	\$54,080	\$56,250	\$58,500
Groundwater Monitoring	\$30,000	\$54,080	\$101,130	\$105,180	\$109,390
Surface-GW Modeling	\$10,000	\$31,200	\$32,450	\$33,750	\$35,100
GSA Coordination and Outreach	\$10,000	\$31,200	\$32,450	\$33,750	\$35,100
Data Management System Maintenance	\$15,000	\$15,600	\$16,230	\$16,880	\$17,550
Technical Assistance -Professional Services	\$10,000	\$41,600	\$43,270	\$45,000	\$46,800
Grant Procurement	\$15,000	\$15,600	\$16,230	\$16,880	\$17,550
Subtotal Part 2 Costs	\$115,000	\$282,880	\$339,110	\$352,690	\$366,790
Contingency 10%	\$11,500	\$28,288	\$33,911	\$35,269	\$36,679
Prudent Reserve (41.4%)	\$45,510				
Part 2 Costs TOTAL	\$172,010	\$311,168	\$373,021	\$387,959	\$403,469
Part 1 + Part 2 Costs	\$619,000	\$640,900	\$711,460	\$739,940	\$769,520
Contingency	\$61,900	\$64,090	\$71,146	\$73,994	\$76,952
Total Costs	\$680,900	\$704,990	\$782,606	\$813,934	\$846,472
Prudent Reserve	\$110,000	\$0	\$0	\$0	\$0
less Part 1 SGM Grant Funding for PM	(\$7,000)	\$0	\$0	\$0	\$0
less Part 2 Rock Creek Reclamation District	(\$4,200)	(\$7,600)	(\$9,110)	(\$9,470)	(\$9,850)
Vina GSA Budget	\$779,700	\$697,390	\$773,496	\$804,464	\$836,622

Source: GSA staff April 2025.

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[1] Based on average annual change 2019-2024 using Bureau of Labor Statistics Consumer Price Indexes for:
West Region 4.4% California 3.5%