

**MODESTO IRRIGATION DISTRICT
WATER COMMITTEE**

MEETING AGENDA

February 2, 2021
8:00 a.m.

Join Zoom Meeting

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By Telephone Dial: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or
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877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)

Meeting ID: 829 4705 2176

Passcode: 343732

Call to Order and Roll Call: John Davids

Public Comment: Interested members of the public are welcome to address the Water Committee on any item of interest to the public that is within the subject matter jurisdiction of this Committee and to address any item on the agenda.

1. Topic: **Farmer to Farmer Delivery Program**
Who: Committee
Material: Included in Packet
Expected Outcome: Discussion Only

2. Topic: **Groundwater Replenishment Program**
Who: Committee
Material: Included in Packet
Expected Outcome: Discussion Only

3. Next Meeting
TBD

Adjourn: John Davids



FARMER TO FARMER DELIVERY PROGRAM Program Application Agreement (Rev. April 14, 2020)

Modesto Irrigation District (“MID”) Board Resolution 2020-12 approved the 2020 Transfer Policy which in part, allows an Eligible Landowner, for each parcel owned by the Landowner (a “parcel” means a tract of land having a unique Assessor Parcel Number as reflected in current Stanislaus County Assessor records), to request MID to change the delivery location of the Landowner’s 2020 irrigation water allocation(s).

FFDP Terms and Conditions:

1. The FFDP shall apply only to record owners of real property located within the MID irrigation boundaries who meet all of the requirements listed below (“Eligible Landowners”).
 - a. By execution of this Application Agreement certify to MID that they are in compliance with the irrigated lands regulatory program or the dairy program;
 - b. Have all irrigation accounts current as of the date of this Agreement; and
 - c. Have submitted properly completed and executed FFDP Application Agreements to MID no later than 2 weeks prior to the last day of the 2020 irrigation season as set by MID and as may be changed from time to time. It is the sole responsibility of the Landowner to know the last day of the 2020 irrigation season.
2. Tenants or leaseholders are responsible for obtaining all Landowner approvals. In the event MID requires confirmation of property ownership, Eligible Landowners agree, upon request by MID, to provide a copy of the title or deed to real property referenced herein prior to any payment to Contributing Landowner or delivery to Receiving Landowner.
3. A “Contributing Landowner” is an Eligible Landowner who, for each identified parcel, elects to forego his or her entire MID irrigation water allocation, or portion thereof, for the 2020 irrigation season and hereby requests MID deliver that allocation to designated Receiving Landowner parcel(s) as set forth in Exhibit A attached to and incorporated as part of this Agreement.
4. A “Receiving Landowner” is an Eligible Landowner who agrees to accept delivery of Contributing Landowner’s 2020 irrigation water allocation at the parcels as set forth on the attached Exhibit A.
5. FFDP decisions, to include decisions about Landowner eligibility, delivery allocations, and compliance or removal from the FFDP, shall be made solely at MID’s discretion.

6. Upon the confirmation of eligibility and execution of this Agreement by both the Contributing and Receiving Landowner, MID will change the delivery location of the Contributing Landowner's 2020 water allocation.
7. MID shall not participate in, be responsible for, or in any way liable to either the Contributing or Receiving Landowner for any agreement or breach of agreement between or among the Landowners, including agreements regarding the transfer of, payment for, or change in delivery location of the water allocation.
8. Contributing Landowner may return the entire allocation, or a portion thereof, for each parcel of contributing land included in the FFDP.
9. Returned allocations shall not include any water associated with parcels that didn't receive MID surface water sufficient to grow a crop in the previous irrigation season, as determined by MID.
10. Landowner shall be solely responsible for any and all permitting necessary to participate in the FFDP, including environmental, state or local agency permitting.
11. Upon MID's request, Landowner agrees to cooperate with MID's efforts to accumulate and record aggregated private groundwater well pump data for its irrigation service area.
12. The FFDP may be discontinued or modified at any time at MID's sole discretion. MID reserves the right to amend, add or otherwise withdraw the terms set-forth above.

Agreement

To participate in the FFDP, Landowner agrees to comply with the terms and conditions set forth herein, which includes the FFDP Terms and Conditions and MID's Rules and Regulations Governing the Distribution of Irrigation Water Within The Modesto Irrigation District, all of which are incorporated herein by reference. Landowner represents that Landowner is legally entitled to enter into this Agreement.

This Agreement is entered into solely for the benefit of Landowner and MID; may be executed in counterparts with each deemed an original and all of which taken together shall constitute a single instrument; and constitutes the entire agreement between the parties on the matters contained herein.

Landowner agrees that any and all use of water delivered by MID shall be consistent with MID's water rights, jurisdictional boundaries, and all applicable laws, rules, regulations ordinances and policies.

*Landowner shall indemnify and hold MID harmless for and from any and all liabilities, costs, demands or any other legal claims arising from or related to Landowner's conduct or activities arising from or related to FFDP participation. _____ (initials) Neither MID nor any MID director, officer, employee, agent or representative shall be liable for damage **of any kind** resulting from Landowner's participation in the FFDP or from any non-MID works or the water flowing therein, or for any waste or other misuse of water by any end-user.*

I, the undersigned, do hereby attest that I have accurately represented my identity; that I am the owner of the real property subject to this Application Agreement and am duly authorized to enter into this Application Agreement.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and that this verified Application Agreement was executed at Stanislaus County on _____.
Date

The parties hereby execute this Agreement as of the date below.

****LANDOWNER**

MODESTO IRRIGATION DISTRICT

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

**** For additional Landowner signatures, please attach sheets as necessary.**

FOR MID USE ONLY:

(circle one) <u>Approval</u> / <u>Rejection</u>	Date: _____	Name: _____ Title: _____
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Exhibit A

Farmer to Farmer Delivery Program Reallocation Worksheet					
Contributing Owner(s):					
Mailing Address:					
Contact Number:					
Customer ID:					
Contribution (AF):					
Receiving Customer(s):					
Customer(s) Contact Number(s):					
Receiving Customer ID(s):					
Receiving Amount (AF):					

**Please complete one worksheet for each contributing Customer ID.
 If additional receiving parcels, please complete additional worksheets.

RESOLUTION NO. 2020-12
APPROVING THE 2020 WATER ALLOCATION, TRANSFER POLICY AND FARMER
TO FARMER DELIVERY PROGRAM

WHEREAS, Section 5.1.1 of the Rules and Regulations Governing the Distribution of Irrigation Water within Modesto Irrigation District calls for, at least in part, the Board of Directors to establish, on an annual basis, the terms for the transfer of water and the quantities of water available for each acre of service; and

WHEREAS, the Board of Directors of the Modesto Irrigation District desires to provide an adequate supply of water to meet the agricultural and urban needs of its customers in 2020, in addition to saving water to carryover for use in subsequent years; and

WHEREAS, Modesto Irrigation District's standard transfer policy is to allow the transfer of water between parcels owned, rented or leased by the same landowner; and

WHEREAS, the Board wishes to set a capped allocation of 42" of available water per irrigated acre; and

WHEREAS, the allocation set-forth herein shall apply to Modesto Irrigation District's agricultural and urban customers alike; and

WHEREAS, due to the capped allocation, the Board wishes to implement the Farmer to Farmer Delivery Program.

BE IT RESOLVED, That the Board of Directors of the Modesto Irrigation District does hereby approve the 2020 Transfer Policy allowing the transfer of water between parcels owned, rented or leased by the same landowner and the Farmer to Farmer Delivery Program; and

BE IT FURTHER RESOLVED, That the Board of Directors of the Modesto Irrigation District does hereby approve a capped allocation of 42" of available water per irrigated acre for both its agricultural and urban customers; and

BE IT FURTHER RESOLVED, That the Board of Directors of the Modesto Irrigation District does hereby direct staff to review the applicability of allowing the Farmer to Farmer Delivery Program in all years where the allocation is capped.

Moved by Director Gilman, seconded by Director Mensinger, that the foregoing resolution be adopted.

The following vote was had:

Ayes: Directors Blom, Byrd, Campbell, Gilman and Mensinger

Noes: Director None

Absent: Director None

The President declared the resolution adopted.

oOo

I, Angela Cartisano, Board Secretary of the Modesto Irrigation District, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the fourteenth day of April 2020.


Board Secretary of the
Modesto Irrigation District

**2019 GROUNDWATER REPLENISHMENT PLAN ("GRP")
Plan Application and Agreement**

Applicant Information				
Applicant Name:				
Applicant Mailing Address:				
Applicant Phone Number:				
Property Address Where Applicant Would Irrigate With Water Provided By The GRP	Property APN#(s) Where Applicant Would Irrigate With Water Provided By The GRP ("Applicable Land")	Total Acreage Of Applicable Land	Total Acreage To Be Irrigated With Water Provided By The GRP	Crops To Be Irrigated With Water Provided By The GRP
(Attach additional addresses if more than one address exists for the Applicable Land.)				
Proposed Method(s) of Irrigation: _____				
If a pump is used for irrigation, provide the pumping rate in Gallons Per Minute ("GPM"): _____ GPM				
Proposed MID conveyance facility from which GRP water will be delivered: _____				
Estimated Fees: _____ (participating 2019 irrigated acres) x _____ (estimated acre-feet per acre) = _____ (calculated acre-feet) _____ (calculated acre-feet) x \$60 = _____ (total estimated amount owed)				
Upfront Payment Required = _____ (50% of total estimated amount owed + \$100 application fee)				

GROUNDWATER REPLENISHMENT PROGRAM TERMS AND CONDITIONS

Modesto Irrigation District ("MID") Board Resolution 2019-21 authorized a 2019 Groundwater Replenishment Plan. The 2019 Groundwater Replenishment Program ("GRP") is a voluntary plan that allows a participant to enroll and receive MID replenishment water for irrigation purposes on Applicable Land located outside MID's irrigation boundary for the benefit of groundwater replenishment within the Modesto Sub-basin for the 2019 irrigation season based upon the terms and conditions set forth in this Application and Agreement ("Agreement").

1. Participation in the GRP shall be limited to record owners of real property located within the Modesto Sub-basin and within MID's Sphere of Influence who meet all of the requirements and agree to comply with all terms and conditions set forth in this Agreement ("Landowner").
 - a. Execution of this Application and Agreement constitutes certification to MID that the signatory is authorized to execute this Application and Agreement on behalf of the Landowner and the Landowner shall provide adequate proof of his/her authority to execute this Application and Agreement concurrently with submittal of this Application and Agreement.
 - b. Execution of this Application and Agreement constitutes certification to MID that the Landowner is in compliance with the Irrigated Lands Regulatory Program and/or the Dairy Program.
 - c. All MID accounts for Landowner, if the Applicant is an existing MID customer, shall be current as of the date this Application and Agreement is executed by the Landowner and at all times thereafter while participating in the GRP.
2. Tenants or leaseholders are responsible for obtaining all property owner approvals. In the event MID requires confirmation of property ownership, Landowner agrees, upon request by MID, to provide a copy of the title or deed to the applicable real property prior to any delivery of replenishment water. Irrespective of MID requiring confirmation of property ownership, tenants or leaseholders bear any and all responsibility to acquire property owner approvals as needed to participate in the GRP.
3. Properly executed Application and Agreement forms will be accepted by MID on a first come, first served basis and are subject to water availability as conditions could change following submission of properly executed Application and Agreement forms.
4. Landowner shall pay a \$100 non-refundable application fee at the time this Application and Agreement is submitted to MID.
5. Landowner shall be responsible for securing and constructing any and all necessary or appropriate private encroachments through adjacent parcels for the delivery of replenishment water and any related regulatory approvals, if needed. MID shall have no

obligation whatsoever related to Landowner acquiring necessary approvals to participate in the GRP.

6. Neither MID's approval of the Application nor Applicant's receipt of water through the GRP shall be construed as a guarantee, representation or promise that any participant in the GRP or any other Landowner outside of MID's irrigation boundary will ever receive any water in any subsequent year. Instead, Landowner accepts that the GRP is a discretionary program that may come before the MID Board of Directors as hydrology warrants, and even if so, only upon approval by the MID Board of Directors to institute the GRP for that particular year's irrigation season may a Landowner apply to the GRP to potentially receive water provided by the GRP.
7. Landowners who are approved to participate in the GRP shall pay to MID \$60 for each acre-foot of water delivered under this Application and Agreement. No GRP deliveries will be scheduled until MID receives payment equal to 50% of the total estimated amount owed, along with the non-refundable application fee identified above.
8. Applicant and Landowner accept without condition that MID, at its sole discretion, will determine Landowner eligibility to participate in the GRP.
9. Only parcels with acreages equal to or greater than ten (10) acres may participate in the GRP.
10. This Application and Agreement is subject to delivery of replenishment water for the 2019 irrigation season only. MID is under no obligation in the future to enter into subsequent agreements for the irrigation of lands outside MID's irrigation boundary, irrespective of hydrologic or regulatory conditions and whatever improvements or efforts undertaken by an Applicant who in previous years received GRP water.
11. Landowner shall be solely responsible for any and all permitting or other regulatory requirements necessary to participate in the GRP, including all Federal, State, County and/or local agency requirements.
12. The GRP may be discontinued or modified for any reason at any time at MID's sole discretion. MID reserves the right to amend, add or otherwise withdraw the terms set forth in this Application and Agreement due to hydrologic and regulatory uncertainties, either of which enable MID to exercise its sole discretion which Applicant fully accepts.
13. The receipt and use of replenishment water through the GRP is limited to use upon the Applicable Land specified in this Application and Agreement, all of which must be currently developed agricultural lands solely reliant upon groundwater from the Modesto Sub-basin.
14. The receipt and use of replenishment water shall be for agricultural irrigation purposes only, and the Landowner shall warrant that the water received is put to reasonable and

beneficial uses at all times. Non-beneficial uses include, but are not limited to, water used for lawns, pasture without livestock benefit, hunting and/or wildlife habitat, recreational ponds, and other uses or practices as determined solely by MID. Water shall not be used directly or indirectly for any domestic, commercial or industrial purposes. MID shall not be responsible for any improper uses or water set forth above nor for any waste of water.

15. Consistent with the intent of the GRP, Landowner agrees to refrain from use of groundwater resources on any Applicable Land subject to this Application and Agreement during the period that replenishment water is available.
16. MID is under no obligation, now or in the future, to furnish, construct or maintain any diversion or service structures or facilities that are located on real property subject to this Application and Agreement.
17. All private facilities necessary for participation in the GRP, which are located within MID rights-of-way, shall be installed on a temporary basis at the Landowner's sole expense for installation and any necessary regulatory approvals. All plans for such facilities must be submitted to and approved by MID.
18. Upon termination of this Application and Agreement, the Landowner shall pay all costs incurred with retiring and/or removing any and all facilities installed by or on behalf of Landowner to facilitate participation in the GRP which are no longer needed for replenishment water deliveries as determined by MID.
19. Landowner shall comply with the current District Rules and Regulations Governing the Distribution of Irrigation Water in the Modesto Irrigation District. Non-compliance with any policy or rule of MID may result in forfeiture of replenishment water deliveries and any other remedy available by law to MID.
20. Landowner shall provide direct vehicle ingress and egress to MID and its agents during the term of this Application and Agreement.
21. MID makes no representation, guarantee or warranty to Landowner regarding the availability of replenishment water or the quantity, quality, or delivery times of said water during the year in which MID approves the GRP for Landowner nor any subsequent year in which MID might approve use of the GRP.

AGREEMENT

Landowner agrees to comply with the Groundwater Replenishment Plan Terms and Conditions set forth above and with MID's Rules and Regulations Governing the Distribution of Irrigation Water within the Modesto Irrigation District, all of which are incorporated herein by reference and are available upon request if not already in the possession of the Landowner.

Landowner warrants and represents that Landowner is legally entitled to enter into this Agreement.

This Agreement is entered into solely for the benefit of Landowner and MID, and may be executed in counterparts, with each deemed an original, and all of which taken together shall constitute a single instrument, constituting the entire agreement between the parties with respect to the matters contained herein.

Landowner will defend, indemnify, and hold MID and its directors, officers, representatives, agents and employees and each of them from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including regulatory challenges and litigation costs and attorney's fees, arising out of or resulting from, or in connection with the performance of this Application and Agreement or in any manner associated with Landowners' participation in the GRP.

I, the undersigned, do hereby attest that I have accurately represented my identity, that I am the owner of the Applicable Land subject to this Application and Agreement, and that I am duly authorized to execute this Agreement and participate in the GRP.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and that this verified Application and Agreement was executed in Stanislaus County on _____, 2019.

The parties hereby execute this Agreement as of the date below.

LANDOWNER

MODESTO IRRIGATION DISTRICT

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

(Attach additional Landowner signatures, if applicable.)

FOR MID USE ONLY:

(Circle One) <u>Approval / Rejection</u>	Date: _____	Name: _____
		Title: _____

RESOLUTION 2019-21
APPROVING 2019 WATER ALLOCATION, TRANSFER POLICY AND
GROUNDWATER REPLENISHMENT PLAN

WHEREAS, Section 5.1.1 of the Rules and Regulations Governing the Distribution of Irrigation Water within Modesto Irrigation District calls for, at least in part, the Board of Directors to establish, on an annual basis, the terms for the transfer of water and the quantities of water available for each acre of service; and

WHEREAS, the Board of Directors of the Modesto Irrigation District desires to provide an adequate supply of water to meet the agricultural and urban needs of its customers in 2019, in addition to saving water to carryover for use in subsequent years; and

WHEREAS, Modesto Irrigation District's standard transfer policy is to allow the transfer of water between parcels owned, rented or leased by the same landowner; and

WHEREAS, snow pack in the central sierra is currently at 153% of the April 1 average and 165% of normal; and

WHEREAS, New Don Pedro Reservoir is currently at 85% of capacity and 119% of historical average; and

WHEREAS, New Don Pedro Reservoir currently has a water surface elevation of 804.8, which is encroaching approximately 3 feet into flood control space; and

WHEREAS, since January 1, 2019, Modesto Irrigation District, Turlock Irrigation District and the City and County of San Francisco have released approximately 230,000 acre-feet of additional water down the Tuolumne River above and beyond the current regulatory requirements; and

WHEREAS, given the current water surface elevation in New Don Pedro Reservoir and projected snow water equivalent within the watershed, Modesto Irrigation District, Turlock Irrigation District and the City and County of San Francisco estimate that over the next three weeks, an additional 250,000 acre-feet of water will be released down the Tuolumne River above and beyond the current regulatory requirements; and

WHEREAS, given the current water surface elevation in New Don Pedro Reservoir and projected snow water equivalent within the watershed, Modesto Irrigation District, Turlock Irrigation District and the City and County of San Francisco project releases to the Tuolumne River in excess of current regulatory requirements until approximately June or July; and

WHEREAS, the Board wishes to set an allocation of 42" of available water per irrigated acre with replenishment water available above 42"; and

WHEREAS, the allocation set-forth herein shall apply to Modesto Irrigation District's agricultural and urban customers alike; and

WHEREAS, due to the current and projected hydrology, the Board believes prudent management of its water portfolio in this water year affords the opportunity to utilize a portion of available water resources for the benefit of groundwater replenishment within the Modesto Sub-basin while meeting existing customer demand (both agricultural and urban); and

WHEREAS, Board Resolution No. 89-77 documents Modesto Irrigation District's strong and effective conjunctive use program; and

WHEREAS, Water Operations staff and the Board firmly believe that the success and continued sustainability of the Modesto Sub-basin is predicated, in part, on Modesto Irrigation District's long-standing approach to water management; and

WHEREAS, with the passage of the Sustainable Groundwater Management Act in 2014 and the development of seasonal rangeland to permanent crops on the East Side of the Modesto Sub-basin all of which are solely reliant upon groundwater, replenishing groundwater supplies on the East Side of the Modesto Sub-basin to ensure the long-term sustainability of the Modesto Sub-basin is in the best interest of Modesto Irrigation District and the entire community; and

WHEREAS, the 2019 Groundwater Replenishment Plan is an in-lieu recharge program, utilizing available surface water resources in-lieu of pumping groundwater to meet crop water demands; and

WHEREAS, the 2019 Groundwater Replenishment Plan is open to all qualified landowners outside of Modesto Irrigation District's current irrigation boundary, within Modesto Irrigation District's Sphere of Influence and within the Modesto Sub-basin; and

WHEREAS, the 2019 Groundwater Replenishment Plan is based on current and projected hydrology and is limited to the 2019 irrigation season and Modesto Irrigation District is under no obligation in the future to enter into subsequent agreements for the irrigation of lands outside Modesto Irrigation District's irrigation boundary; and

WHEREAS, the receipt of surface water through the 2019 Groundwater Replenishment Plan is limited to currently developed agricultural lands that are solely reliant upon groundwater from the Modesto Sub-basin; and

WHEREAS, any and all private infrastructure necessary shall be temporary and Landowner shall be solely responsible for installation and cost; and

WHEREAS, the Board wishes to have the Plan Application and Agreement reviewed by legal; and

WHEREAS, said legal review shall not substantively change or otherwise alter the construct of the Groundwater Replenishment Plan or the price of water made available under the Groundwater Replenishment Plan; and

WHEREAS, based on staff's analysis, the implementation of the 2019 Groundwater Replenishment Plan solely for the 2019 irrigation season will not result in a significant effect on

the environment, and thus, a categorical exemption will be completed and filed with the Stanislaus County Recorder in compliance with the California Environmental Quality Act.

BE IT RESOLVED, That the Board of Directors of the Modesto Irrigation District does hereby approve the 2019 Transfer Policy allowing the transfer of water between parcels owned, rented or leased by the same landowner.

BE IT FURTHER RESOLVED, That the Board of Directors of the Modesto Irrigation District does here by approve an allocation of 42" of available water per irrigated acre with replenishment water available above 42" for both its agricultural and urban customers; and

BE IT FURTHER RESOLVED, That the Board of Directors of the Modesto Irrigation District does hereby authorize implementation of the 2019 Groundwater Replenishment Plan, pending legal review of the Plan Application and Agreement and final consent by the General Manager.

Moved by Director Mensinger, seconded by Director Blom, that the foregoing resolution be adopted.

The following vote was had:

Ayes: Directors Blom, Byrd, Campbell, Gilman and Mensinger

Noes: Director None

Absent: Director None

The President declared the resolution adopted.

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I, Angela Cartisano, Board Secretary of the Modesto Irrigation District, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the twelfth day of March 2019.



Board Secretary of the
Modesto Irrigation District