

Matt and Brenda Johnson Family

April 15, 2024

Via Email

State Water Resources Control Board

1001 I St.

Sacramento, Ca. 95814

RE: 2024 Cooperative Solution – Matt and Brenda Johnson

To Deputy Director:

As authorized by 23 CCR SS 875(f)(4)(D), Matt and Brenda Johnson are providing this letter to further describe its proposed local cooperative solution (LCS) for the 2024 irrigation season.

### Historical Irrigation Practices

#### Wheel Line

We irrigate approximately 27 acres of cultivated seasonal pasture (predominantly grasses and clover) for rotational grazing of cattle and horses. We have one agriculture well that supplies our wheel line and pods. Generally, the wheel line is moved manually each day at approximately 7am and 7pm resulting in two approximately 11.5-hour operation periods during a 24-hour period. It takes 5 days to complete one irrigation cycle.

#### Corners

Since our property is irregularly shaped, certain areas of the property cannot be irrigated with a rectangular wheel line, remaining areas are irrigated using a combination of methods including Irripods (daisy chained ground level sprinklers) and handline (movable aluminum pipe). The corners have the same set time as the wheel line. Two approximately 11.5-hour operation periods during a 24-hour period.

Irrigation season for our seasonal pasture, including 2020 (base year) typically begins about April 1 and continues until the end of October, subject to variance depending on annual temperature and precipitation conditions.

### Specific 2024 Conservation Practices

Wheel line and Corners – Reduced set time. We intend to reduce our two daily wheel line and irripod set times from approximately 11.5 hours to 8 hours. Simply by operating wheel lines and irripods 7 hours less each day, we expect to save 30.43% over historical practices on all irrigated acreage. We intend to maintain a written irrigation log detailing wheel line run times and will present that log to the Cooperating Entity upon request.

We intend to cease all pasture irrigation by October 31, 2024.

When grazing pastures do not receive reasonably adequate irrigation throughout the normal irrigation season, which is a consequence of this plan, our grazing season becomes shorter, additional supplemental fall/winter feed forage must be purchased at prices that are at historically highs this year and permanent plant damage may likely occur and future productivity of pastures may be impaired.

We are undertaking voluntary conservation measures in good faith to provide an opportunity to improve watershed conditions and to create a more constructive and effective framework for water conservation than involuntary curtailment triggered by river flow standards that are not likely achievable and/or other involuntary regulation. Conservation efforts can create real financial burdens on farmers and ranchers, their families and this community as a whole, especially in a year where forage costs are high and cost is escalating on all other inputs from labor to fuel to supplies. We therefore hope you will thoughtfully and diligently consider these voluntary actions as you balance the interests of various stakeholders in our watershed.

Please note that this plan is offered in good faith in connection with the 2024 irrigation season only. All rights, claims and defenses with regard to the matters described herein are hereby expressly reserved. Water saved under this proposal will not be transferred to parcels not included under the LCS and we will not knowingly or intentionally otherwise take actions outside of the LCS that diminish, in any material way, the overall thirty percent reduction established by this proposal.

Please advise as to your decision on the acceptability of this plan in lieu of regulatory curtailment as contemplated by 23 CCR SS 875, thank you for your consideration in this matter.

Regards,

Matt and Brenda Johnson



WHEELLINE & CORNER SET TIMES  
Wheelline & Corner Acreage

27.00

Wheelline Savings (%) reduce sets from 11.5 to 8 hrs ea

30.43%

	2020 Wheelline & Corner AF (baseline)	2022 Wheelline & Corner AF Reduction
April	7.71	2.35
May	11.57	3.52
June	15.43	4.70
July	21.21	6.46
August	25.07	7.63
September	19.29	5.87
October	7.71	2.35
	108.00	32.87



# Scott River Water Trust

P.O. Box 591 ~ Etna, CA 96027  
530-643-2395 [scottwatertrust@gmail.com](mailto:scottwatertrust@gmail.com)

Month, Day, Year  
04/12/2024

## Binding Agreement

### Contractor Contact Information:

<i>Business:</i>	Scott River Water Trust	
<i>Contact Person:</i>	Chris Voigt	
<i>Address:</i>	9933 South State Highway 3, Callahan CA	
<i>Phone:</i>	(916) 396-0131	
<i>Email:</i>	chrisb.voigt@gmail.com	

### Landowner Contact Information:

<i>Business:</i>	Matt and Brenda Johnson	
<i>Contact Person:</i>	Brenda Johnson	
<i>Address:</i>	[REDACTED]	
<i>Phone:</i>	[REDACTED]	
<i>Email:</i>	[REDACTED]	

### Background

On December 19, 2023, the State Water Board adopted a new emergency regulation for the Scott and Shasta River Watersheds. The Office of Administrative Law approved the emergency regulation on February 1, 2024 and is in effect for one year, unless re-adopted or rescinded. Under the 2021 drought emergency regulation instated by the State Water Resources Control Board (SWRCB) that established drought emergency minimum flows in the Scott River, a Local Cooperative Solution (LCS) may be proposed by individuals or groups to submit by petition to the Deputy Director of the SWRCB as an alternative means of reducing water use to meet or preserve drought emergency minimum flows and provide fishery benefits, in lieu of curtailment. This binding agreement between the (Landowner) Scott River Water Trust (SRWT) will monitor the SRWCB approved LCS to achieve 1) a net reduction of water use of 30 percent throughout the irrigation season; and 2) a monthly reduction of at least 30 percent in the July through October 31 period, as compared to 2020, 2021, 2022 or 2023.

## Recitals

1. *Local cooperative solutions by individuals or groups may be proposed by petition to the Deputy Director as an alternative means of reducing water use to meet or preserve drought emergency minimum flows, or to provide other fishery benefits (such as cold-water refugia, localized fish passage, or redd protection), in lieu of curtailment as described in this section.*
  - (A) Petitions to implement local cooperative solutions that coordinate diversions, share water, strategically manage groundwater and/or surface water for fisheries benefits, reduce annual water use, or engage in similar activities may be submitted to the Deputy Director at any time, except as noted in subsection (f)(4)(D)(ii).*
  - (G) A coordinating entity for the purposes of this section shall refer to an entity which possesses the expertise and ability to evaluate and require performance of the commitments made in a local cooperative solution, and which commits that:
    - (i) Evaluation of local cooperative solution proposals and inspections shall be conducted by representatives who lack a financial or close personal interest in the outcome, and*
    - (ii) Information collected on compliance with local cooperative solutions is provided to the State Water Board monthly and upon request. The entity shall undertake data collection (including metering data) and inspections, either by itself or in coordination with State Water Board staff, sufficient to ensure implementation of local cooperative solutions, including inspection or data collection targeted within two weeks of completion of commitments to cease pumping as of a date certain.**
2. *For overlying or adjudicated groundwater diversions for irrigated agriculture described under in section 875.5, subdivision (a)(1)(A)(ix) [Scott River] or section 875.5, subdivision (b)(1)(C) [Shasta River] the Deputy Director may approve a groundwater basin-wide, groundwater-sub-basin-wide, or any number of individual local cooperative solutions where:
  - (i) The proposal may be based on a binding agreement made with a coordinating entity with primary responsibility to verify implementation of the local cooperative solution.*
  - (ii) For individual proposals, the proposal must be submitted no later than April 15 and must be implemented during the entirety of the irrigation season (including during pendency of approval), unless the proponent withdraws.*
  - (iii) The proposal includes a description of metering in place for groundwater well extractions, and a proposal to meter and record such extractions daily and report monthly to the Deputy Director or the coordinating entity, as applicable, except as described below. The State Water Board has funding and technical support available to**

*support some amount of metering, and those interested in such assistance are encouraged to promptly contact the State Water Board.*

**3. For percent-based reduction in pumping local cooperative solutions:**

**a. For the Scott River: The proposal provides at least:**

- (i) A net reduction of water use of 30 percent throughout the irrigation season (April 1 – October 31); and*
- (ii) A monthly reduction of 30 percent in the July through October time period.*

*b. The relevant water use reduction shall generally be based on a comparison to the 2020, 2021, 2022, or 2023 irrigation season, and may be demonstrated by evidence that provides a reasonable assurance that the change in farming practice or other action results in at least the relevant proportionate reduction in water use. Such evidence may include but is not limited to: pumping reports; actions that will be taken to reduce water use; estimation of water saved from conservation measures or changes in irrigation or planting decisions; and electric bills. However, if evidence for the amount of water applied for the 2020, 2021, 2022, or 2023 irrigation seasons indicates a base rate of applied water that is higher than 33 inches per year for alfalfa, 14 inches per year for grain, or 30 inches per year for pasture, then the base rate of applied water shall be the aforementioned values unless the proponent makes an additional showing that a higher base rate number is an appropriate comparison in light of relevant information that can include but is not limited to multi-year practices, soil type, and irrigation methods.*

**Proposed Local Cooperative Solution:** *(Specific action plan to be completed by landowner, see attached LCS application form and/or specific landowner curtailment plan)*



## **Binding Agreement Terms**

The Landowner is required to adhere to the LCS, as approved by SWRCB. The Landowner has requested that SRWT serve as the coordinating entity. As such, both parties agree to the following:

- For the duration of this binding agreement where SRWT is the coordinating entity, the Landowner shall give SRWT the right to reasonably access the included parcels for the limited purpose of verifying execution of the LCS. Any individual not directly employed or contracted by SRWT shall provide pre-notification to, and shall obtain approval by the Landowner before accessing the property,
- SRWT will strive to notify the Landowner a day in advance of visiting the parcels and shall provide the Landowner or designee the ability to participate in monitoring activities,
- It is anticipated that SRWT representatives will visit the property approximately twice per month to monitor the approved LCS, unless inadequacies are discovered, in which case additional field visits will occur until inadequacies are rectified. A monitoring inspection may include verification of any or all of the actions described in the conservation plan and may include inspection checklist/notes/reports and photo verification,
- SRWT will submit the information regarding the verification materials and actions described in this agreement, and conservation plan incorporated by reference, to the State Water Board upon request, for the purposes of verifying compliance with the LCS,
- This binding agreement is not intended to preclude, harm, or otherwise interfere with the landowner's ability to secure any funding to mitigate the financial impacts imposed by the emergency regulation or proposed conservation practices. SRWT supports the use of funding programs to ameliorate the costs of implementing the conservation practices described in the proposed conservation plan: planning and cooperation under a voluntary LCS should not undermine the ability to receive such funding,
- This binding agreement may be terminated by either party at any time. Both parties agree to take reasonable measures to resolve any concerns related to the performance of the LCS, negative interpersonal interaction, or any unforeseen circumstance prior to invoking termination,
- As the irrigation season unfolds, there may be reason to change the terms of the LCS or this binding agreement with respect to its implementation and verification. Any such changes to the LCS or service agreement will need to be agreed upon by the Landowner and SRWCB. If a Landowner requests SRWT assistance with an updated LCS, the SRWT and Landowner will enter into a new Binding Agreement and,

## **Payment**

In consideration for the services to be performed by SRWT, the Landowner agrees to pay SRWT at the rate of \$75.00 per hour for initial consultation and \$75.00 per hour for all services rendered after signing of the binding agreement.

## **Expenses**

The Landowner will reimburse SRWT for expenses that are attributable directly to work performed under this Agreement. Any expenses incurred will be approved by the Landowner beforehand. SRWT will submit an itemized statement of Contractor's expenses attached with invoicing.

### Terms of Payment

Upon completion of SRWT services under this binding agreement, SRWT will submit an invoice. The Landowner will pay SRWT the compensation described within 30 days of receiving SRWT's invoice.

### Term of Agreement

This agreement will become effective when signed by both parties and will terminate on:

- November 1, 2024, or
- The date a party terminates the binding agreement.
- Monitoring information will be collected by the SRWT and shared with State Water Board as a field report in accordance with their reporting schedule or upon request
- SRWT is not authorized to and will not distribute data or other information regarding work done under this contract to any third party without previous written approval by the Landowner
- Landowner agrees that water saved under the LCS will not be transferred to parcels not included under the LCS, and Landowner will not knowingly or intentionally otherwise take actions outside of the LCS that diminish, in any material way, the overall thirty percent reduction establish by the actions described ion the LCS

### Signatures

*Christopher Voigt*

SRWT Representative

*Brenda Johnson*

Landowner



# Scott River Water Trust

P.O. Box 591 ~ Etna, CA 96027  
530-643-2395 [scottwatertrust@gmail.com](mailto:scottwatertrust@gmail.com)

Month, Day, Year  
04122024

## APPLICATION TO SCOTT RIVER WATER TRUST AS COORDINATING ENTITY for the SCOTT VALLEY GROUNDWATER REDUCTION LOCAL COOPERATIVE SOLUTION

The following request is being submitted pursuant to Section 875.5, , subdivision (a)(1)(A)(ix) [Scott River] of the Scott-Shasta Drought Emergency Regulation of the State Water Resources Control Board (SWB). The purpose of this Local Cooperative Solution (LCS) is to document the applicant's proposed reduction in use of overlying or adjudicated groundwater use by a certain amount over the entire irrigation season.

Applicant's Name: Matt and Brenda Johnson

Address: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

Owner of property (if different):

Leaseholder of property (if different):

Other Contact Info:

Identify Specific Parcels served by overlying or adjudicated groundwater for irrigation, as identified in relevant curtailment order (SO# or SG#). Include irrigated acreage and number of wells.

Total irrigated acres to be included in this agreement:

*27 acres + 1 well*

▶ Attach curtailment plan and map of properties to be included in plan

I agree to pay SRWT for its time to help prepare my water reduction plan at the rate of \$75/hr. When your LCS plan is complete, a Binding Agreement will need to be signed with the SRWT as your designated Coordinating Entity. SRWT will need to verify that the plan's actions are being met.

▶ *Brenda Johnson*

▶ Applicant signature

04122024

Date:

*Christopher Voigt*

Date:

4/3/2024

Scott River Water Trust signature