

**COMMISSIONERS***KATHY MAC LAREN-GOMEZ, Chair**ROBERT PARRIS, Vice Chair**LEO THIBAUT, Treasurer-Auditor**DON WILSON, Secretary**KEITH DYAS, Commissioner**BARBARA HOGAN, Commissioner***OFFICERS***PETER THOMPSON II, General Manager**DENNIS HOFFMEYER, Controller*

December 5, 2024

**Agenda for the Special Meeting of the Commissioners  
of the Antelope Valley State Water Contractors Association  
to be held at Antelope Valley-East Kern Water Agency at  
6450 West Avenue N, Palmdale 93551**

**Teleconference: (669) 900-6833, Meeting ID 839 3795 7835, Passcode 0**

**Video Conference:**

<https://us02web.zoom.us/j/83937957835?pwd=ak1XbmprdBFBUQnRZOWszWU91VHdyUT09>

*Thursday, December 12, 2024*

**6:00 p.m.**

**NOTICE:** Pursuant to Government Code Section 54953, Subdivision (b), this Special Meeting of the Commissioners will include teleconference participation by Commissioner Dyas from: 2856 Owens Way, Rosamond, CA 93560.

NOTE: To comply with the Americans with Disabilities Act, to participate in any Association meeting please contact Angel Fitzpatrick at 661-943-3201 x0211 at least 48 hours prior to an Association meeting to inform us of your needs and to determine if accommodation is feasible.

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the Antelope Valley-East Kern Water Agency's office located at 6500 West Avenue N, Palmdale, or at <https://www.avswca.org/commissioner-meetings>. Please call Angel Fitzpatrick at 661-943-3201 x0211 for a public review of materials.

PUBLIC COMMENT GUIDELINES: *The prescribed time limit per speaker is three minutes. Please refrain from public displays or outbursts, such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the Association's ability to conduct its meeting will not be permitted, and offenders will be requested to leave the meeting.*

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance.
- 2) Roll call.
- 3) Adoption of agenda.

- 4) Public comments for non-agenda items.
- 5) Consideration and possible action on meeting minutes for the regular meeting held on October 10, 2024.
- 6) Payment of bills.
- 7) Update on the Littlerock Creek Recharge Project. (Tom Barnes, AVEK)
- 8) Consideration and possible action to authorize staff to work with the member agencies to develop the Littlerock Creek Recharge Project Application for the Groundwater Banking & Storage Agreement with the Antelope Valley Watermaster. (Tom Barnes, AVEK)
- 9) Consideration and possible action to approve an application for the California Department of Water Resources Stream Gage Improvement Program. (Pam Clark, AVEK)
- 10) Report on Water Resources and Activities. (Pam Clark, AVEK)
  - a) Update on grant applications for the Culverts Project.
- 11) Report of Controller.
  - a) Update on revenue, expenses, and change in net position.
- 12) Report of General Manager.
  - a) Status updates:
    - 1) Antelope Valley Watermaster meetings.
    - 2) Replacement Water request and plan.
    - 4) AVSWCA staff reorganization.
    - 5) Future agenda items.
- 13) Report of Commissioners.
- 14) Report of Attorney.
- 15) Commission Members' requests for future agenda items.
- 16) Consideration and action on scheduling the next Association meeting on February 13, 2025.
- 17) Adjournment.

**MINUTES OF REGULAR MEETING OF THE COMMISSIONERS OF THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION, OCTOBER 10, 2024.**

*A regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association was held Thursday, August 28, 2024, at 6450 West Avenue N, Palmdale, CA 93551, at 2856 Owens Way, Rosamond, CA 93560, and via teleconference. Chair Mac Laren-Gomez called the meeting to order at 6:00 p.m.*

**1) Pledge of Allegiance.**

At the request of Chair Mac Laren-Gomez, Commissioner Hogan led the pledge of allegiance.

**2) Roll Call.**

**Attendance:**

Kathy Mac Laren-Gomez, Chair  
Don Wilson, Secretary  
Leo Thibault, Treasurer  
Robert Parris, Commissioner  
Barbara Hogan, Commissioner  
Keith Dyas, Commissioner

**Others Present:**

Peter Thompson, General Manager  
Dennis Hoffmeyer, Controller  
Pamala Lee, Legal Counsel  
Matthew Knudson, AVEK General Manager  
James Chaisson, LCID General Manager  
Scott Kellerman, PWD Board Director  
Audrey Miller, AVEK Board Director  
Drew Mercy, AVEK Board Director  
Tom Barnes, AVEK  
Pam Clark, AVEK  
Angel Fitzpatrick, AVEK  
Dan Jacobs, AV Fair, and Event Center  
John Yarbrough, DWR  
Lenny Grimaldo, DWR  
Molly White, DWR  
0 members of the public

EXCUSED ABSENCE~ None

**3) Adoption of Agenda.**

It was moved by Commissioner Parris, seconded by Commissioner Wilson, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to adopt the agenda as written:

Chair Mac Laren-Gomez – aye  
Commissioner Parris – aye  
Commissioner Thibault – aye  
Commissioner Wilson – aye  
Commissioner Hogan – aye  
Commissioner Dyas – aye

**4) Public Comments for Non-Agenda Items.**

There were no public comments.

**5) Consideration and possible action on meeting minutes for the regular meeting held on August 8, 2024, and the special meeting held on August 28, 2024.**

It was moved by Commissioner Thibault, seconded by Commissioner Wilson, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to approve the meeting minutes of the regular meeting held on August 8, 2024, and the special meeting held August 28, 2024, as written:

Chair Mac Laren-Gomez – aye  
Commissioner Parris – aye  
Commissioner Thibault – aye  
Commissioner Wilson – aye  
Commissioner Hogan – aye  
Commissioner Dyas – aye

**6) A review of the 2024 fish protections presentation: Lessons learned for the new 2024 Incidental Take Permit. (John Yarbrough, SWP Deputy Director, DWR, Lenny Grimaldo, SWP Environmental Director, DWR, and Molly White, Assistant O&M Division Manager, Water Management, DWR)**

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The presentation provided a comprehensive overview of the lessons learned regarding the new Incidental Take Permit and Biological Opinion. It focused on the State Water Project (SWP) and Central Valley Project (CVP) operations during Water Year 2024, which were impacted by winter-run salmon and steelhead. Key points included the record number of steelhead salvaged at the SWP and CVP pumps, the reduced pumping rates during February and March, the results of new scientific tools, and details on the proposed adaptive management strategies.

The presentation also included an update on the SWP operations and planning, detailing water supply conditions, building for the water year 2024, climate predictions, and planning for the water year 2025.

**7) Presentation on the Resilience Center at the Antelope Valley Fairgrounds. (Dan Jacobs, Chief Executive Officer, Antelope Valley Fair & Event Center)**

Dan Jacobs provided a detailed presentation of the project details, an update on the project milestones and design through construction closeout, and the partnership and support received.

**8) Payment of Bills.**

It was moved by Commissioner Thibault, seconded by Commissioner Wilson, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to approve payment and ratification of payment of the bills received from AVEK in the amount of \$3,223.51 for staff services of Tom Barnes, Pam Clark, and Angel Fitzpatrick for the periods of August 1, 2024, through September 30, 2024, from Helix Environment Planning in the amount of \$1,445.00 for professional services through July 21, 2024, and \$2,630.00 for professional services through August 18, 2024, for the environmental consulting for the Littlerock Creek Recharge Project, from Woodard and Curran in the amount of \$6,503.75 for professional services for the period ending June 30, 2024, associated with the 2019 AVIRWM Plan update and funding and from the Antelope Valley Watermaster in the amount of \$38,310.00 for the Association's and the Antelope Valley Regional Water Management Group's share of the 2024/2025 USGS Groundwater Monitoring Program.

Chair Mac Laren-Gomez – aye  
Commissioner Parris – aye  
Commissioner Thibault – aye  
Commissioner Wilson – aye  
Commissioner Hogan – aye  
Commissioner Dyas – aye

**9) Update on the Littlerock Creek Project. (Tom Barnes, AVEK)**

Tom Barnes provided an update on the Littlerock Creek Project. The updates included the status of the CEQA Environmental Work including the completion of the Initial Study for the project.

**10) Consideration and possible action on acceptance of the draft Initial Study for the Littlerock Creek Recharge Project. (Tom Barnes, AVEK)**

Tom Barnes provided an overview of the Initial Study for the Littlerock Creek Recharge Project, after which it was moved by Commissioner Thibault, seconded by Commissioner Parris, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to accept the draft Initial Study for the Littlerock Creek Recharge Project:

Chair Mac Laren-Gomez – aye  
Commissioner Parris – aye  
Commissioner Thibault – aye  
Commissioner Wilson – aye  
Commissioner Hogan – aye  
Commissioner Dyas – aye

**11) Report on Water Resources and Activities. (Pam Clark, AVEK)**

**1) Grant Programs for the Culverts Projects.**

Pam Clark with AVEK provided the following updates on the grant programs to fund the construction of the culverts for the Upper Amargosa Creek, Littlerock Creek, and Big Rock Creek Recharge Projects:

Staff is collaborating with Los Angeles County Waterworks and their consultants. AVSWCA has submitted a grant application to the Bureau of Reclamation's WaterSMART Drought Resiliency Program for the Antelope Valley Groundwater Recharge and Roadway Creek Passage Project, also known as the Culverts Project. The SAM registration for this grant application was submitted by AVEK on behalf of the Association.

The total estimated cost of the project is \$9,094,590. The program provides funding of up to \$3 million for drought resiliency projects and requires a 50% cost share. The Bureau of Reclamation expects to notify unsuccessful applicants in Spring 2025 and will distribute award notices in September 2025.

The next steps involve continuing discussions with potential project partners to establish contingent cost-sharing agreements and exploring additional grant opportunities.

**12) Report of Controller.**

**a) Update on Revenue, Expenses, and Change in Net Position.**

Controller Hoffmeyer provided an overview of the Association's revenue, expenses, and change in net position for the month ending September 30, 2024.

**13) Report of General Manager.**

**a) Status Updates:**

**1) Antelope Valley Watermaster Meetings.**

General Manager Thompson II reported that the Watermaster had interviewed Provost & Pritchard and Regional Government Services for the administrative services of the Watermaster position. The selection of the administrator will take place at the meeting in October. Additionally, Todd Groundwater's basin model is nearing completion, and a workshop will be scheduled to review it in the coming months. The Watermaster Engineer also presented on the Antelope Valley Adjudication at a recent Western Groundwater Congress Conference.

**2) Future Agenda Items.**

He stated that future agenda items would include the development of a Memorandum of Understanding (MOU) for the Littlerock Creek Recharge Project, an update on grant applications for the Culverts Project, a potential grant application for capturing stream gauge data in the Antelope Valley watersheds, and an overview of upcoming State Water Project (SWP) topics for 2025. These topics would cover subsidence, permits, operations, storage programs, and other relevant issues.

Additionally, he mentioned that the staff is planning to reorganize the Antelope Valley State Water Contractor Association (AVSWCA) staff to include more individuals from the other member agencies.

**14) Reports of Commissioners.**

Commissioner Thibault thanked AVEK staff for putting together the tour of the member agencies and the local water banks.

**15) Report of Attorney.**

General Counsel Lee reported that the Governor signed AB460, which increases fines for violating specific State Water Resource Control Board orders. She also noted that the Governor signed AB2257, making it difficult for individuals to challenge an agency's proposed increase in water rates.

**16) Commission Members' Requests for Future Agenda Items.**

No future agenda items were requested.

**17) Consideration and Possible Action on Scheduling the Next Association Meeting on December 12, 2024.**

After a discussion among the Commissioners, it was agreed that the next meeting would be held on its regular date and time of December 12, 2024, at 6:00 p.m.



**18) Adjournment.**

With no further business to come before the Commissioners, the regular meeting of the Antelope Valley State Water Contractors Association Commissioners was adjourned at 7:44 p.m.

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Don Wilson, AVSWCA Secretary



# COMMISSION MEMORANDUM

**DATE::** December 4, 2024  
**TO:** AVSWCA COMMISSIONERS  
**VIA:** Mr. Tom Barnes, AVEK  
**RE:** **AGENDA ITEM 7 – UPDATE ON THE LITTLEROCK CREEK RECHARGE PROJECT.  
 (TOM BARNES, AVEK)**

**RECOMMENDATION:**

Project update only. No Recommendation or action is required.

**BACKGROUND:**

With the success of the Littlerock Creek Recharge Project by the Association’s agencies in 2023, the Association’s board authorized staff to continue to complete the work required to develop the project into a long-term option for local recharge.

- Key elements of the Project and their status are listed below:

Project Item	Status
<b>Operations/MOU Agreement</b>	MOU between member agencies renewed in March 2024. New long-term agreement pending.
<b>Project Budget</b>	AVSWCA earmarked \$37,717 in restricted funds for the Project in 2024.
<i>Environmental Compliance</i>	<i>HELIX Expenses to date: \$11,400 of Total Budget of \$14,800 (Notice of Exemption)</i>
<i>Storage Agreement (AVWM)</i>	<i>Watermaster Application Fee estimate: \$5,000</i>
<i>Balance</i>	<i>Remaining Balance estimate: \$18,000</i>
<b>Environmental Compliance</b>	Notice of Exemption filed with LA County (Nov.) & State (Dec.) for 35-day public review.
<b>Storage Agreement (AVWM)</b>	Watermaster Application required for Agreement.
<b>DWR Agreement(s)</b>	2024 Change of Point of Delivery Agreement (POD) active. New long-term agreement(s) pending.

**NEXT STEPS:**

- Long-Term Operations Agreement – Replaces Current MOU
- Development of Storage Agreement Application – To be Submitted to Watermaster
- Complete Environmental Compliance – Notice of Exemption to be Posted

**SUPPORTING DOCUMENTS:**

None



# COMMISSION MEMORANDUM

**DATE::** November 27, 2024  
**TO:** AVSWCA COMMISSIONERS  
**VIA:** Mr. Tom Barnes, AVEK  
**RE:** *AGENDA ITEM 8 – CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE STAFF TO WORK WITH THE MEMBER AGENCIES TO DEVELOP THE LITTLEROCK CREEK RECHARGE PROJECT APPLICATION FOR THE GROUNDWATER BANKING & STORAGE AGREEMENT WITH THE ANTELOPE VALLEY WATERMASTER. (TOM BARNES, AVEK)*

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## **RECOMMENDATION:**

It is recommended that the Association authorize staff to work together with the member agencies in development of the Littlerock Creek Recharge Project application for the Groundwater Banking & Storage Agreement to be submitted to the Antelope Valley Watermaster.

## **BACKGROUND:**

The Antelope Valley Groundwater Adjudication Judgment gives the right to parties to store Imported SWP Water in the Basin pursuant to a Storage Agreement with the Antelope Valley Watermaster. With submittal of the Application, the Watermaster staff, engineer, and legal counsel will review the details of each banking program prior to approval of the Storage Agreement.

Elements to be considered for each project include:

- Source & Quality of Recharge Water
- Maximum Amount of Water to be Recharged & Stored
- Recovery & Delivery Methods (if applicable)
- Material Injury Analysis (physical harm to Basin or others)
- Proposed Benefits to the Basin
- Monitoring Program Including Annual Reporting
- Stored Water Fulfilling Replacement Water Obligations

Costs for Storage Agreement approval: \$5,000 - \$15,000 to the Watermaster, depending upon complexity.

## **NEXT STEP:**

If the item is approved by the Association, the staff members of each of the agencies will begin to meet to develop a Draft application for further review and ultimate submission to the Watermaster.

## **SUPPORTING DOCUMENTS:**

- Information for a Storage Agreement for Banking and Recovery
- Template, AV Watermaster Storage and Recovery Agreement

# INFORMATION FOR A STORAGE AGREEMENT FOR BANKING AND RECOVERY APPLICATION

## ANTELOPE VALLEY WATERMASTER

Costs for Storage Agreement Approval are based on time and materials with a \$5,000 - \$15,000 retainer, depending upon level of complexity of the Storage Agreement.

Please mail to: Antelope Valley Watermaster, 5022 West Avenue N, Ste. 102, #195, Palmdale, CA 93551 OR email to: [info@avwatermaster.net](mailto:info@avwatermaster.net) Call Watermaster Administrative staff at 661-234-8233 with questions.

Note: This form is not for the conversion of Carry Over water to storage; a separate form will be developed for that conversion. All Parties have the right to store water in the Basin pursuant to a Storage Agreement with the Watermaster. The following information is requested to be submitted by Parties wishing to enter into a Storage Agreement for banking and recovery operations. Attachment 1 is the Resolution approving the Storage and Recovery Agreement and the Annual Water Storage and Recovery Report that is to be submitted to the Watermaster by March 1 of every year.

A separate, simpler form will be available for Parties wishing to convert Carry Over water to storage. Parties wishing to store water with a Party that has an existing Storage Agreement need not submit a separate application. If operations are to be revised from those in an approved Storage Agreement<sup>1</sup>, the Storage Agreement Party must submit information sufficient to review these changes and, if approved, the existing Storage Agreement will be amended.

### Information to Submit for Approval

The following is a suggested Table of Contents to guide the submittal of information and development of a Storage Agreement document. It should be in a narrative report format for review and include citations to references<sup>2</sup>. Copies of all cited references should be submitted separately to the Watermaster Engineer for review.

1. Introduction
  - a. Project Description (include maximum amount of water to be held in storage)
  - b. Background
    - i. Identify Storage Agreement Party and if they are a Party under the Judgment
    - ii. Identify if Storage Agreement is for a New or Preexisting Project
    - iii. If a Preexisting Project include:
      - Historical Amounts of Water Recharged in Project by Calendar Year
      - Historical Amounts of Water Recovered by Calendar Year
      - Calculations of Unrecoverable Water by Calendar Year for these Past Years
      - Amount of Water in Storage and Amount of this Stored Water that is to be Exported
  - c. Summary of Environmental Documentation and Associated Hydrology and Geologic Studies
2. Water for Recharge
  - a. Sources
  - b. Quantities (monthly) by Source (ranges are acceptable if volumes are uncertain)
  - c. Quality by Source
3. Banking
  - a. Delivery and Recharge Methods
  - b. Location Description
  - c. Conceptual Design of Banking Facilities

<sup>1</sup> Revisions include, but are not limited to, changes in banked or recovered amounts or locations, changes in quality of water to be stored, or changes in amounts of water to be stored for entities outside the basin.

<sup>2</sup> References may include, but are not limited to, hydrogeologic/engineering studies, CEQA documents, maps and plans, groundwater data.

- d. Infiltration Rates and Maximum Recharge Capacity
  - e. Volumes and Timing of Banking at Each Location (monthly and annual ranges are acceptable)
  - f. Methods of Measurement (i.e., metering)
4. Recovery
- a. Extraction and Delivery Methods
  - b. Location Description (including well construction and capacity)
  - c. Extraction Rates, Maximum Recovery Capacity, Maximum Amount to be Recovered per Year
  - d. Volumes and Timing of Recovery from Each Location (monthly and annual ranges are acceptable)
  - e. Methods of Measurement (i.e., metering)
5. Estimated Losses and Methods/Basis of Calculation
- a. Conveyance Losses
  - b. Evapotranspiration Losses (surface, soil, vegetation)
  - c. Subsurface Outflow from the Adjudicated Area, if applicable
  - d. Percentage of Unrecoverable Stored Water
6. Material Injury Analysis (physical harm to the Basin, any Subarea, or any Producer, Party or Production Right)
- a. Location/Construction of Wells in the Project Vicinity and Beneficial Uses
  - b. Groundwater Level Changes beneath Project and Wells in the Project Vicinity<sup>3</sup>
  - c. Water Quality Changes
  - d. Liquefaction Potential
  - e. Land Subsidence Potential
  - f. Benefits to the Basin
7. Monitoring Program
- a. Water Level Monitoring Locations, Methods, and Well Construction Information
  - b. Water Quality Sampling Locations, Methods, and Well Construction Information
  - c. Monitoring Frequency and Protocols
  - d. Annual Reporting (by March 15 of each year):
    - i. Discussion of Facility or Operation Changes that Occurred during the Year
    - ii. Monitoring Data for the Previous Year. Water quality reporting can be extended to April 15 if data are not available by March 15
    - iii. An annual accounting of source(s), volumes, and locations of water recharged and/or stored and the amount of water that has been stored for export out of the adjudicated area
    - iv. An annual accounting of volumes and locations of recovery and the amount of the recovery, if any, that is delivered outside of the adjudicated area
    - v. Amount of Water Stored the Previous Year that is Unrecoverable
    - vi. Amount of Stored Water used for Replacement Water Obligations
    - vii. The anticipated storage quantity, application rate, and location of water to be stored in the coming year
    - viii. The anticipated recovery quantity, rate of recovery, and location and construction of wells used for recovery (if not provided in the bulleted item above) in the coming year
8. Terms and Conditions (to be finalized by the Watermaster Engineer. Will include, but not limited to, a technical determination of the percentage of unrecoverable stored water<sup>4</sup> and a potential requirement for future documentation that the Project remains in compliance with the original No Material Injury determination)
9. Future Amendments (placeholder for future operation changes).

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<sup>3</sup> The definition of "Project Vicinity" will be proposed by the applicant and consider the volumes and timing of water to be stored, the radius of water level declines of more than 10 feet, and the number, location, and construction of surrounding wells.

<sup>4</sup> It is the Watermaster Engineer's understanding that some of the preexisting water banking projects in the Adjudication Area use a 10 percent loss factor based on previous analyses. This 10 percent loss factor may be used by the Watermaster Engineer as a minimum loss for a new storage agreement pending a technical determination of the project specific loss factor.

**ANTELOPE VALLEY WATERMASTER  
STORAGE AND RECOVERY AGREEMENT**

This Antelope Valley Watermaster Storage and Recovery Agreement (**Agreement**) is made and entered into effective \_\_\_\_\_, 2021 (**Effective Date**) by and between the Antelope Valley Watermaster (**Watermaster**) and \_\_\_\_\_ (**Applicant**) pursuant to section 14 of the Judgment and Physical Solution entered December 21, 2015 (**Judgment**).

**RECITALS**

- A. The Applicant is a Party to the Judgment and identified on \_\_\_\_\_ [STATE WHERE IDENTIFIED, TYPICALLY WOULD BE EXHIBIT 3 OR EXHIBIT 4].
- B. Section 14 of the Judgment provides that all Parties to the Judgment have the right to store water in the Basin<sup>1</sup> pursuant to a storage agreement with the Watermaster.
- C. Section 14 further provides that storage agreements shall not modify or limit the operation of pre-existing banking projects.
- D. The Applicant is operating a pre-existing banking project on the land depicted in Exhibit A and legally described in Exhibit B, consisting of about \_\_\_\_\_ gross acres (**Project**). The facilities used for the Project are also shown on Exhibit A.
- E. The Project operation is described in the following documents, which were reviewed by the Watermaster Engineer: [LIST DOCUMENTS]
- F. The Project is [or is NOT] within an area of the Basin that has historically experienced subsidence, or which appears to be susceptible to subsidence.
- G. The Watermaster Engineer has determined, as required in Section 5(e) of the Rules and Regulations, that the Project will not cause Material Injury on any Producer.

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<sup>1</sup> All capitalized terms not defined herein shall have the same meaning as set forth in the Judgment.  
Approved 04/24/19

H. The Watermaster Engineer has determined, and the parties agree that the Applicant currently has \_\_\_\_\_ acre feet of water in storage as of the Effective Date. Of that amount, \_\_\_\_\_ acre-feet of Stored Water can be exported from the Basin.

I. The Applicant desires to enter into a storage agreement with the Watermaster consistent with the Judgment and the Rules and Regulations for Storage Agreements, and subject to the terms and provisions set forth herein.

J. By Watermaster Resolution No. \_\_\_\_\_, the Watermaster approved and authorized its President to execute this Storage Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct.
2. **Project Losses.** Unrecoverable Project losses, due to evaporation, evapotranspiration, and other factors is estimated at \_\_\_\_\_% of the total water delivered for recharge and the Applicant shall therefore be entitled to a credit of \_\_\_\_\_% of the water delivered for recharge as water stored in the Basin and available for recovery.
3. **No Material Injury.** The Applicant shall not operate the Project in a manner that causes a Material Injury upon any Producer.
4. **Metering:** If not already installed as part of a pre-existing banking program, the Applicant shall install a meter or meters at the Applicant's sole expense for the purpose of accurately recording the amount of water delivered for recharge and the amount of water recovered. Meters installations are subject to the approval of the Watermaster Engineer. The meter(s) shall be maintained in good working order and regularly calibrated in accordance with requirements of the Watermaster Engineer.

5. **Recovery.** All stored water shall be recovered from the Project lands using Project facilities as identified in Exhibit A unless a different place of recovery and/or different facilities are authorized in writing by the Watermaster.

6. **Project Operations.** The Project includes limitations on operations as documented in the materials identified in Recital E which may inform the Watermaster Engineer's no Material Injury finding, including [FOLLOWING MAY VARY DEPENDING ON THE SPECIFIC PROJECT]: (1) maximum amount of water to be stored; (2) maximum annual recharge amount; (3) maximum annual recovery amount; (4) any "triggers" on limits for recharge and recovery, like groundwater level impacts at monitoring wells.

7. **Pre- or Post-Delivery of Replacement Water.** Section 14 of the Judgment provides that, pursuant to a Storage Agreement, a Party can provided for pre-delivery or post-delivery of Replacement Water that can be credited to the Party's Replacement Water Obligation at the Party's request. Pre- or Post-Delivery of Replacement Water will be made consistent with the requirements in the storage Rules and Regulations.

8. **Reporting.** On or before [E.g. March 15]\_\_\_\_\_ of the year following the year in which water is recharged, the Applicant shall file an Annual Storage Agreement Report substantially in the form attached as Exhibit C setting forth the amount of stored water as of January 1 of the reporting year, the amount of new water recharged during the reporting year, the source(s) of all water recharged during the reporting year, the recovery, use or disposition of all water recovered during the reporting year, the location and purpose of use (if any), and any monitoring data required under this agreement.

9. **Special Monitoring Requirements:** The Applicant shall have the following special monitoring requirements to demonstrate that operation of the Project does not cause a Material Injury on any Producer:



a. [LIST AS APPROPRIATE]

10. **Term.** The term of this Agreement shall be perpetual unless terminated by the Applicant on six months' prior written notice, or by order of the Court for good cause.

11. **Successors and Assigns:** This Agreement is binding upon the parties hereto, and their respective heirs, executors, administrators, successors, assigns, lessors and licensees.

12. **Inspection of Records and Facilities.** The Watermaster shall have the right, on reasonable advance written notice, to inspect the Project and related facility and the Applicant's records relating thereto.

13. **Modification of Storage Agreement.** If the Watermaster Engineer determines, based on new information not reasonably available on the Effective Date, that the Project will or may cause Material Injury to a Producer, the Watermaster Engineer shall notify the Applicant to determine whether this Agreement and operation of the Project may be modified to avoid such Material Injury.

WHEREFORE, the parties have executed this Agreement as of the Effective Date.

Dated: \_\_\_\_\_

Watermaster

By \_\_\_\_\_  
Its President

Dated: \_\_\_\_\_

Applicant

By \_\_\_\_\_



# COMMISSION MEMORANDUM

**DATE::** November 27, 2024  
**TO:** AVSWCA COMMISSIONERS  
**VIA:** Pam Clark, AVEK  
**RE:** ***AGENDA ITEM 9 – CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN APPLICATION FOR THE CALIFORNIA DEPARTMENT OF WATER RESOURCES STREAM GAGE IMPROVEMENT PROGRAM.  
 (PAM CLARK, AVEK)***

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## **RECOMMENDATION:**

Authorize staff to prepare and submit an application to the California Department of Water Resources Stream Gage Improvement Program.

## **BACKGROUND:**

The California Department of Water Resources (DWR) is seeking to fund public entities to improve stream gage infrastructure and bridge data gaps through their Stream Gage Improvement Program (CalSIP). Through CalSIP, public agencies can receive technical assistance to upgrade, reactivate, or install new surface water monitoring stations that will share important stream flow data. The program may also provide funding support for USGS monitoring of stream gage stations through 2026. The current deadline to apply to the Program is December 31, 2024, which may extend into 2025.

Improving stream gage sites and monitoring in the Antelope Valley basin will enhance the collection of data that may be used to help determine the impacts of native flows on the groundwater basin and inform water management decisions. Staff has identified and is proposing a total of thirteen (13) potential stream gage sites that may be utilized to monitor native flows at different points throughout the basin, including Big Rock Creek, Littlerock Creek, and Lower Amargosa Creek. The AV Watermaster Engineer has reviewed the proposed sites to ensure optimal alignment for data collection that will support their analysis used to track, protect, and enhance the health of the groundwater basin.

As part of the pre-application process, staff has submitted an initial interest survey to DWR and is working with USGS to obtain a cost estimate for a monitoring program. DWR has reviewed the initial interest survey and invited the Association to complete an application.

## **NEXT STEPS:**

- Complete an application to the CalSIP Program.
- Obtain a monitoring quote from USGS for the Commissioner's review.

## **SUPPORTING DOCUMENTS:**

None

**ANTELOPE VALLEY STATE WATER CONTRACTORS**  
**Balance Sheet**  
**For the Five Months Ending 11/30/2024**

	<b>YTD</b>
<b>ASSETS</b>	
Cash - General Fund	\$134,330.63
Restricted - AVRWMG	114,029.68
Accounts Receivable	16,923.00
Prepaid Insurance (Premium Period 10/1 - 9/30)	1,812.19
Prepaid Expense	0.00
<b>Total Assets</b>	<b>\$267,095.50</b>
 <b>LIABILITIES AND FUND BALANCE</b>	
<b>LIABILITIES</b>	
Accounts Payable	\$19,248.95
Pass-Through Grant Funding	0.00
<b>Total Liabilities</b>	<b>19,248.95</b>
 <b>FUND BALANCE</b>	
Unassigned	247,846.55
<b>Total Fund Balance</b>	<b>247,846.55</b>
 <b>Total Liabilities and Fund Balance</b>	 <b>\$267,095.50</b>

**ANTELOPE VALLEY STATE WATER CONTRACTORS**  
**Profit & Loss Statement**  
**For the Five Months Ending 11/30/2024**

	<u>November</u>	<u>YTD</u>
<b>Revenues:</b>		
Contributions - Member Agency		\$30,000.00
Contributions - Member Programs (USGS & CASGEM)		38,310.00
Contributions - Member Programs (Financial Analysis PSA)		
Contributions - Member Programs (Big Rock Creek)		
Contributions - Member Programs (AV Fair-Conservation Garden)		
Contributions - Non-Member Programs (USGS)		
Contributions - Others (AVRWMG)		
Contributions - Others (DACI)		
Water Sales - Replacement Water Assessments		
Miscellaneous Refund		
Interest Earnings	12.51	37.17
<b>Total Revenue</b>		<b>\$72,599.67</b>
<b>Expenditures:</b>		
<b>General Government</b>		
Bank Fees		
Insurance	181.22	1,007.97
Memberships		3,655.00
Outreach	23.17	23.17
Purchased Water		
Miscellaneous		
		4,686.14
<b>Public Resource</b>		
Contract Services - Administration	2,491.15	6,765.84
Contract Services - USGS & CASGEM		38,310.00
Contract Services - AVRWMG		
Contract Services - IRWMP 2013 Update		31,833.75
Contract Services - DACI		
Contract Services - BIG ROCK CREEK		
Contract Services - FINANCIAL ANALYSIS		
Contract Services - General Projects	2,562.50	9,527.50
Contract Services - AV Fair Conservation Garden		
Contract Services - Home Show/WaterSmart Expo		
Contract Services - Rural Museum		
Contract Services - Other		
		86,437.09
<b>Total Expenditures</b>		<b>\$91,123.23</b>
<b>Change in Net Position</b>		<b>(\$18,523.56)</b>
<b>Net Position - Beginning of Year</b>		<b>266,370.11</b>
<b>Net Position - End of Year</b>		<b>\$247,846.55</b>