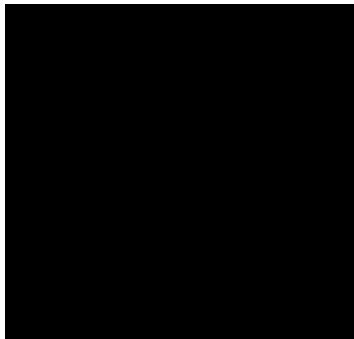


Hybrid LCS

Jeff and Erin Fowle

KK Bar Ranch

APN's



Coordinating Entity

Scott River Water Trust

Chris Voight

Introduction

This LCS is being submitted under protest, due to the well above average snowpack and continued spring rains, expected to continue through May. It is so wet currently, April 15th, that I have not even turned on a pump and am unable to farm Field 2 as it is still too wet. During the last LCS period, our production was reduced by over 40% and income by more than 50%. We were forced to sell cattle when the market was depressed and took a major loss. Now, commodity prices have bottomed out and we're facing another year of reduced production, not because of a drought, but because of politics. This is an economic travesty that is entirely avoidable.

This plan covers 265 acres, on the West side of the KK Bar Ranch that is irrigated with ground water and surface water. The Overlying Ground Water Right is extracted by two electric pumps (East and West as identified in the Scott River Adjudication, noted with Red Circles on the **Ranch Map**), one of which is a variable speed and is set to maintain 50 psi in the mainline. The mainline is continuous and served by both pumps (noted by red lines on the **Ranch Map**), and provides water for our livestock in three, soon to be five large troughs that are accessible by multiple fields. The surface water use is part of the French Creek LCS which has been submitted and nearing completion with CDFW approval expected soon. The 265 acres included in this LCS are all west of the Scott River. All water rights are pre-1914 and are adjudicated within the Scott River Decree and the French Creek Decree.

Fields 1 and 2

Fields 1 and 2 are irrigated by pivot. This pivot has a corner catcher that extends on the west and east and contracts on the south and north. The end gun only operates from the SW to NW and NE to SE. It is off when the pivot is south and north. Field 1 is orchard grass and will be irrigated through August 31st. Field 2 is wheat and will only be irrigated through June 15th. This fall both fields will be farmed and replanted into alfalfa, thus the need for 4" – 6" in September, depending on early fall precipitation. If the refit cannot be completed by July 15th, these two fields will be managed under a modified Graduated Cessation LCS (Green Rows, **2024 OPTION 2**)

Fields 3 and 4

Fields 3 and 4 are both pasture and are flood irrigated with surface water from French Creek. They will be covered under the French Creek LCS. It was submitted to the SWRCB and has gone through four (4) drafts. Currently, signatures of the water users are being obtained and it is expected to be finalized by the CDFW and SSWD and submitted in final form to the SWRCB by the end of April. Fields 3 and 4 are noted (Blue Rows, **2024 Option 2**).

Field 5

Field 5 is orchard grass and is irrigated with a wheel line. It will be irrigated through June 1st under both options (White Row, **2024 Option 2**).

Field 6

Field 6 is pasture and irrigated with a wheel line. This field suffered tremendous damage from the 2022 30% Reduction LCS and will have to be farmed to get back into production. This year it will be left fallow (Yellow Row, **2024 Option 2**).

Field 7

Field 7 is pasture and irrigated with a wheel line. This field suffered tremendous damage from the 2022 30% Reduction LCS and will have to be farmed to get back into production. This year it will be left fallow (Yellow Row, **2024 Option 2**).

Field 8

Field 8 is pasture and irrigated with wheel line and guns. This field suffered tremendous damage from the 2022 30% Reduction LCS and will have to be farmed to get back into production. This year it will be left fallow (Yellow Row, **2024 Option 2**).

Flow Meters

There is an existing flow meter on the pivot that covers Fields 1 and 2. Measurements can be taken monthly. Additional meters are not financially feasible, unless paid for by outside funding. Installing a meter on the west pump would require moving an underground power line and realigning the mainline at an estimated cost of over \$60,000. Installing a meter on the east pump would require moving a power pole and substantial realignment of the mainline at an estimated cost of \$40,000, not counting the moving of the pole.

Moisture Sensors

There are moisture sensors installed in Field 2 that are used in combination with the pivot. Additional sensors are welcome, but we are unable to afford them.

2024 Option 2

Field	Acres	Irrigation	Crop	% of Total	LCS	Fallow Apr 1	Jun 1st	Aug 15th	Aug 31st	Sep 6"
1	65	P	OG	24.53	G				65	65
2	60	P	W	22.64	G		60			60
3	30	F/G	P	11.32	FC			30		
4	25	F/G	P	9.43	FC			25		
5	22	WL	OG	8.3	G		22			
6	18	WL	OG	6.79		18				
7	33	WL	Past	12.45		33				
8	12	G	Past	4.53		12				
Total Acres	265					63	145	200	265	120
% of Irrigated						23.77	54.71	75.47	100	45.8

From: [Jeff Fowle](#)
To: [Richardson, Shay@Waterboards](mailto:Richardson_Shay@Waterboards)
Cc: [WB-DWR-ScottShastaDrought](#)
Subject: Re: Revised Acreage for KK Bar Ranch
Date: Monday, September 23, 2024 2:12:09 PM

1, 2 & 5 are in the ground water LCS. The graduated option allowed for 6" in September, however, due to weather and the LCS, will not be fall planting, so no 6" were applied.

On Mon, Sep 23, 2024, 2:08 PM Richardson, Shay@Waterboards
<Shay.Richardson@waterboards.ca.gov> wrote:

Hi Jeff,

A couple clarifying questions regarding the revisions to your groundwater LCS:

1. Can you please confirm that 147 acres (Fields 1, 2, and 5) should be included in your groundwater LCS? To clarify, Fields 3 and 4 are included in the French Creek Water Users surface water LCS and Fields 6, 7, and 8 are included in the CDFW fallow grant.
2. Can you also confirm that irrigation to Fields 1, 2, and 5 was shut off on or before August 31st? The revised table shows 125 acres (Fields 1 and 2) being irrigated with 6" of water in September but these acres are listed under previous cut-off dates. The regulation allows for 8" of water to be applied to the remaining 10 percent of irrigated acres during the remainder of the irrigation season, which would equate to approximately 15 of the 147 total acres.

Appreciate your hard work on this! Please let me know if you have any questions.

Thank you,

Shay

From: Jeff Fowle [REDACTED]
Sent: Wednesday, September 11, 2024 1:43 PM
To: Richardson, Shay@Waterboards <Shay.Richardson@Waterboards.ca.gov>
Subject: Re: Revised Acreage for KK Bar Ranch



Scott River Water Trust

P.O. Box 591 ~ Etna, CA 96027
530-643-2395 scottwatertrust@gmail.com

Month, Day, Year
April 15, 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>	KK Bar Ranch
<i>Contact Person:</i>	Jeff Fowle
<i>Address:</i>	
<i>Phone:</i>	
<i>Email:</i>	

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

Jeff Fowle
Jeff Fowle (Apr 15, 2024 14:18 PDT)

Landowner

Signature: Jeff Fowle
Jeff Fowle (Apr 15, 2024 14:18 PDT)

Email: 