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May 25, 2017

**HAND DELIVERY**

SWRCB - DWR  
17 MAY 25 PM 2:05

State Water Resources Control Board  
Division of Water Rights  
Records Unit  
1001 I Street, 2<sup>ND</sup> Floor  
Sacramento, CA 95814  
Attn: Leslie Grober, Deputy Director

Re: Petition of Semitropic Improvement District of the Semitropic Water Storage District to Revoke and/or Revise the Declaration that the Kings River System (Tributary to Tulare Lake Basin) is a Fully Appropriated Stream System, and Proposed Application to Appropriate Unappropriated Water (Water Code § 1205; Title 23, California Code of Regulations ("CCR"), § 871)

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Dear Mr. Grober:

**Introduction and Background**

The Petition, and accompanying Application to Appropriate Water, relates to water subject to appropriation on the Kings River. The Kings River begins in the western Sierra Nevada Mountains and flows through several counties to where it terminates in the reclaimed Tulare Lake bed in Kings County, California, via its South Fork. The Kings River has the largest run-off of the rivers in the Tulare Lake Region, and in certain years flood flows have left the Kings River service area.

In 1967, the State Water Resources Control Board's ("State Water Board") predecessor, the State Water Rights Board, approved various applications to appropriate Kings River water filed by Fresno Irrigation District, as trustee, in Decision 1290 (D-1290), and subsequently issued License Nos. 11517, 11518, 11519, 11520, 11521 and 11522. Based on D-1290, the State Water Board later declared the Kings River System to be a fully appropriated stream system in Order WR 89-25 and Order WR 98-08 adopting a Declaration of Fully Appropriated Stream Systems ("FAS Declaration"). Petitioner, Semitropic Improvement District of Semitropic Water Storage District ("Semitropic" or "Petitioner") is informed and believes that the water rights licenses were assigned to and are now held by Kings River Water Association ("KRWA"), a non-profit unincorporated association, which claims to hold and administer virtually all rights to the

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Attn: Leslie Grober  
May 25, 2017  
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beneficial use of Kings River water on behalf of its 28 member units using Kings River water within the "Kings River Service Area." Semitropic is further informed and believes that the KRWA, acting as the Watermaster, allocates Kings River water between its members utilizing a settlement schedule that originates from the late 1800s and that was last modified in 1949. In 1991, KRWA entered into an Amended and Restated Flood Water Agreement with KRWA member units which recognizes that during certain flood events on the Kings River, "the amount of water flowing in the Kings River channel below Pine Flat Dam may be greater than the amount of water that can be utilized within the Kings River Service Area by the parties to this Agreement." (Amended and Restated Flood Water Agreement ["Flood Water Agreement"], Recital B.)<sup>a</sup> In fact, as explained below, Kings River water has flowed out of the Kings River Service area since being declared fully appropriated.

Semitropic submits this Petition, and accompanying Application to Appropriate Water ("Application") and associated submittals, to the State Water Board for two purposes: (a) to determine whether it is proper to revoke and/or revise the Fully Appropriated Steam System Declaration for the Kings River System in light of evidence that there is unappropriated Kings River water available for appropriation, and all other legal grounds and relevant information referenced, enclosed and later submitted by Petitioner or others; and (b) to appropriate all Kings River water that the State Water Board determines is unappropriated and subject to appropriation. As explained below, Semitropic has proposed a project, currently undergoing extensive environmental review, to beneficially use King River flood flows.

### **Grounds For Petition**

The State Water Board generally cannot accept an application for a permit to appropriate water of a stream system declared to be fully appropriated. (Water Code § 1206(a).) However, upon recommendation of the Chief, Division of Water Rights, the State Board may, following notice and hearing, revoke or revise a fully appropriated stream declaration (FAS Declaration) upon its own motion or the petition of any interested person. (Water Code § 1205(c); CCR § 871.) Section 871(b) provides that revocation may be based upon any relevant factor, including but not limited to,

"a change in circumstances from those considered in a previous water right determination that no water remains available for appropriation, or upon reasonable cause derived from hydrologic data, water usage data, or other relevant information ...." (Emphasis added.) (Title 23, CCR, § 871(b).)

Title 23, Section 871(c)(2) provides further that such petition may also be accompanied by a proposed application to appropriate any unappropriated water.

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<sup>a</sup> Attached as **Exhibit "A"** hereto and incorporated herein by reference, is a true and correct copy of the version of the Flood Water Agreement that Semitropic is informed and believes was subsequently signed by the parties to it.

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In light of Kings River hydrologic data and water usage data summarized in the GEI Memorandum attached as **Exhibit "B"** hereto and incorporated herein by reference, of water leaving the Kings River Service Area through the James Bypass for several years including 2011 and this year, the Flood Water Agreement, and all other legal authorities and relevant information, a change in circumstances and/or reasonable cause exists to revoke and/or revise the FAS Declaration pursuant to Water Code section 1205(c) and Section 871 of Title 23 of the California Code of Regulations.

The attached data and other information shows large flows of Kings River water have left and have not been beneficially used within the King River Service Area. As the State Water Board is well aware, water not lawfully appropriated and reasonably and beneficially used is subject to appropriation in accordance with the provisions of the Water Code. (See Water Code §§ 1201, 1202, 1240, 1241, 1260.)

Based on the foregoing, Petitioner believes reasonable cause exists to conduct a hearing on the question of whether the fully appropriated status of the Kings River should be revoked or revised, and the Kings River System removed from the FAS Declaration. (23 CCR § 871.)

Assuming the State Water Board finds that there is Kings River water subject to appropriation, Petitioner submits the enclosed Application to appropriate all unappropriated Kings River water for irrigation, storage and groundwater replenishment, environmental and other beneficial uses by Semitropic, as more specifically provided in the application. In this regard, Semitropic is currently conducting and expects to complete in the near future environmental review of the Tulare Lake Storage and Floodwater Protection Project. That Project is designed to divert available Kings River flood waters from, among points of diversion, Empire Weir No. 2 located on the South Fork of the Kings River, including Kings River water that is subject to appropriation. Such water would be stored in surface storage facilities in the western portion of the dry Tulare Lake bed, where Semitropic holds exclusive easements and licenses, and re-regulated for direct diversion and storage (principally) underground and managed by Semitropic to serve a variety of beneficial uses including irrigation and groundwater recharge in furtherance of the sustainability goal of the Sustainable Groundwater Management Act (California Water Code § 10720 *et seq.*). Semitropic can store available water underground for future beneficial use in its existing Semitropic Groundwater Banking Program and/or other banking programs that are available for use by Semitropic in Kern County.

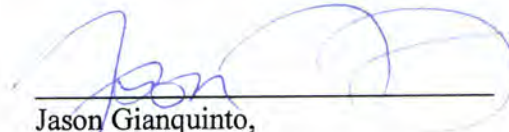
Enclosed with the accompanying cover letter from Semitropic to the State Water Board, Division of Water Rights, transmitting this Petition and for immediate filing, please find the applicable filing fees for this Petition, and Semitropic's Application to Appropriate Water and Underground Storage Supplement along with various attachments thereto and filing fees for the same.

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**Conclusion**

Semitropic respectfully requests that you determine that this Petition constitutes reasonable cause to conduct a hearing to consider whether the FAS Declaration should be revoked or revised to remove the Kings River. Please call the undersigned if you have any questions about this petition or accompanying application. In the event you conclude additional data or information is needed before you make your determination regarding reasonable cause for revision of the FAS Declaration, please contact the undersigned so that additional information can be provided. Semitropic looks forward to working with you and your staff in connection with this matter.

Very truly yours,



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Jason Gianquinto,  
General Manager

Enclosures: Exhibits "A" and "B"

cc: State Water Resources Control Board  
Division of Water Rights  
P.O. Box 2000  
Sacramento, CA 95812-2000 (by mail)

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'17 MAY 25 PM 2:06

Exhibit A to Petition

**AMENDED AND RESTATED  
FLOOD WATER AGREEMENT**

THIS AGREEMENT is made and effective as of \_\_\_\_\_, 1991 by and between the irrigation districts, water storage districts, reclamation districts, water districts, corporations and organizations whose names are hereinafter subscribed, all of which together constitute the entire membership of the Kings River Water Association (the "Association"). This Agreement is made with reference to the following facts:

A. The parties to this Agreement are (i) the owners of all rights to the waters of the Kings River and (ii) the exclusive holders of the sole and perpetual right to store water in the United States Army Corps of Engineers' ("Corps of Engineers") Pine Flat Project.

B. At times of flood release by the Corps of Engineers from Pine Flat Dam, and during certain other flood events on the Kings River, the amount of water flowing in the Kings River channel below Pine Flat Dam may be greater than the amount of water which can be utilized within the Kings River Service Area by the parties to this Agreement.

C. The parties to this Agreement desire to maximize the beneficial uses of Kings River water in a manner consistent with the flood control purposes of the Pine Flat Project as specified in the legislation authorizing such Project.

THEREFORE, in consideration of the mutual terms and conditions and desires of the parties to this Agreement, the parties agree as follows:

1. Periods When Agreement is in Effect. Except as expressly provided in Subsection 5(c), the provisions of this Agreement shall be in effect only during periods when the amount of water flowing in the Kings River channel below Pine Flat Dam is such that (i) all parties to this Agreement are able to meet their then current water demands within the Kings River Service Area (ii) the obligations of the Association under that certain Permanent High-Flow Channel Agreement by and between the Association and the Kings County Water District dated August 6, 1985, and any similar obligations imposed upon the Association and/or the parties hereto pursuant to licenses granted by the State Water Resources Control Board with respect to the use of Kings River water, are then being satisfied, and (iii) water is leaving the Kings River Service Area via the Fresno Slough channel.

2. Effect on Other Agreements. It is the express intent of the parties that this Agreement addresses circumstances not contemplated by other agreements governing the members in their capacity as members of the Association, and is entered into for the purpose of ensuring the maximum beneficial use of Kings River water in a manner consistent with the flood control purposes of the Pine Flat Project as specified in the legislation authorizing such Project. Therefore, during periods when the provisions of this Agreement are in effect, this Agreement shall supersede any contrary or inconsistent provisions of other agreements or instruments to which the parties to this Agreement are also parties. However, under no other circumstances shall

this Agreement be deemed to rescind, modify or supersede any provisions of any other agreement or instrument executed by any of the parties hereto.

3. Priorities When Agreement is in Effect. When, and only when, the provisions of this Agreement are in effect (and therefore all parties hereto are able to meet their then current demands within the Kings River Service Area pursuant to all other agreements relating to the use of Kings River water to which the parties hereto are also parties), the permitted uses of otherwise unused water flowing in the Kings River channel shall be as follows, in the priorities listed:

(a) First, by the parties to this Agreement for delivery outside the Kings River Service Area (but for use within Fresno, Tulare and Kings Counties) to facilities owned or controlled by any of the parties to this Agreement.

(b) Second, by the parties to this Agreement for delivery outside the Kings River Service Area (but for use within Fresno, Tulare and Kings Counties) to facilities not owned or controlled by any of the parties to this Agreement, as long as the water so delivered is first diverted through the points of diversion normally used by such parties for diversions of Kings River water used within the Kings River Service Area.

(c) Third, by parties other than parties to this Agreement who are diverting Kings River water with the express written consent of all of the parties to this Agreement, but only to the extent of such consent.

The delivery of water diverted in accordance with Subsections 3(a), 3(b) or 3(c) shall be conditioned upon any party hereto diverting such water and any third party to which such water is delivered as surface water (i) executing a waiver of all claims to any future rights to receive Kings River water in the form attached to this Agreement as Exhibit A, (ii) installing and properly maintaining (at such parties' expense) measuring devices satisfactory to the Watermaster of the Association which accurately measure all such Kings River water at the time it leaves the Kings River Service Area, (iii) providing to the Association a right of access satisfactory to the Watermaster to the measuring devices described in the immediately preceding clause (ii), and (iv) paying a single administrative fee to the Association determined in accordance with Section 4 of this Agreement.

4. Administrative Fee. The administrative fee referred to in Section 3 of this Agreement shall be paid to the Association as and for reimbursement for the annual costs and expenses incurred in monitoring and administering diversions under Subsections 3(a), 3(b) and 3(c). The administrative fee shall be \$1.00 per acre foot delivered for deliveries during calendar year 1991. On each January 1, commencing on January 1, 1992, the administrative fee shall be adjusted to correspond to the change, if any, in the Consumer Price Index of the Bureau of Labor Statistics, United States Department of Labor, for all Urban Consumers from the level of such Index on January 1, 1991. In the event such Index is discontinued, all parties to this Agreement shall agree on an appropriate (similar) substitute therefor. The adjusted administrative fee shall remain in effect until the succeeding January 1.

5. Role of Watermaster.

(a) When the provisions of this Agreement are in effect, the Watermaster shall promptly notify (i) all parties to this Agreement and (ii) all other parties then known to the Watermaster to have the written consent of the Association to divert Kings River water pursuant to Subsection 3(c). Prior to making any diversions of Kings River water under the provisions of this Agreement, the parties hereto shall notify the Watermaster of the amount and nature of such diversions, and shall specify whether such diversions are pursuant to Subsection 3(a), 3(b) or 3(c). The Watermaster shall confirm each party's determination of the Subsection pursuant to which diversions under this Agreement are to be made.

(b) When the provisions of this Agreement are in effect, the Watermaster shall ascertain that all higher priority uses of water as set forth in Section 3 are met before any use with a lower priority may commence. If the amount of water reaching the point of diversion of any party to this Agreement is less than the amount of water which it desires to (and physically can) divert, any authorized representative of such party may notify the Watermaster of such fact and the additional amount such party desires to (and physically can) divert, and the Watermaster shall forthwith order all diversions for lower priority uses of water to be curtailed or terminated until sufficient water is available to satisfy the diversion requirement of such party to this Agreement as set forth in such party's notice to the Watermaster. If such curtailment or termination does not result in sufficient water being made available to satisfy such diversion requirement, the Watermaster shall prorate the amount of water which may be diverted by any party to this Agreement within a single priority based on the smaller of (i) the flow rate demand of each party for water deliveries outside the Kings River Service Area and (ii) the flow rate capacity of each party at the time to divert Kings River water for delivery outside the Kings River Service Area.

(c) If any party to this Agreement fails to curtail, terminate or limit diversions in accordance with the provisions of Subsection 5(b), any water diverted by such party in excess of the amount permitted pursuant to Subsection 5(b) shall be deducted from such party's Pine Flat storage account by the Watermaster and credited to the account(s) of the party(s) injured by such excess diversions. The authority of the Watermaster to cause such deductions and credits shall continue even if the provisions of this Agreement are not otherwise in effect.

(d) The Watermaster shall include in his annual report of Kings River operations an accounting of all water diverted under this Agreement for delivery outside the Kings River Service Area. The Watermaster shall reflect all such diversions as being for the purpose of minimizing flood damage within the Kings River Service Area.

6. No Effect on Water Use Revenues or Flood Release Periods. It is the express intent of the parties to this Agreement that neither this Agreement nor the delivery of water pursuant hereto shall have any effect on (i) any water use revenues due to the parties from the Kings River Conservation District or (ii) the duration of any flood release from Pine Flat Dam by the Corps of Engineers, and the provisions of this Agreement are to be so construed.



7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original document but all of which counterparts so executed may be attached together and shall constitute one and the same document.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Amendment. This Agreement may not be amended or modified in any way except by a writing executed by all of the parties hereto.

10. Severability. Should any court of competent jurisdiction determine that any provision of this Agreement is void or unenforceable, such provision shall be deemed reformed so as to be enforceable to the maximum extent possible, and the remaining provisions of this Agreement shall continue in full force and effect.

11. Effective Date. This Agreement shall become binding and effective on all parties as of the date first above written, but only after it has been executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted, have caused their names to be hereunto affixed by their proper and respective officers as of \_\_\_\_\_, 1991.

ALTA IRRIGATION DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

BURREL DITCH COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CLARK'S FORK RECLAMATION  
DISTRICT NO. 2069

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CONSOLIDATED IRRIGATION DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CORCORAN IRRIGATION COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CRESCENT CANAL COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EMPIRE WEST SIDE IRRIGATION DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FRESNO IRRIGATION DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

JAMES IRRIGATION DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

JOHN HEINLEN MUTUAL WATER COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

KINGS RIVER WATER DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LAGUNA IRRIGATION DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LAST CHANCE WATER DITCH COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LEMOORE CANAL & IRRIGATION COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LIBERTY CANAL COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LIBERTY MILL RACE COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LOVELACE WATER CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

PEOPLES DITCH COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

REED DITCH COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

RIVERDALE IRRIGATION DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SOUTHEAST LAKE WATER COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STINSON CANAL & IRRIGATION COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STRATFORD IRRIGATION DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TRANQUILLITY IRRIGATION DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TULARE LAKE BASIN WATER  
STORAGE DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TULARE LAKE CANAL COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TULARE LAKE RECLAMATION  
DISTRICT NO. 761

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

UPPER SAN JOSE WATER COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_



EXHIBIT A

Recording Requested By and )  
When Recorded Return to: )  
)  
Gary W. Sawyers, Esq. )  
Law Offices of Gary W. Sawyers )  
1180 East Shaw Avenue )  
Suite 214 )  
Fresno, CA 93710-7812 )

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WAIVER

THIS WAIVER is made and effective as of     [date]     by the undersigned     [name]    .

1. Pursuant to Section 3 of that certain Flood Water Agreement dated as of June 1, 1992 by and between the entire membership of the Kings River Water Association (the "KRWA"), the undersigned intends to divert, receive and/or use otherwise unusable waters of the Kings River ("Flood Waters") outside the boundaries of the Kings River Service Area from time to time subsequent to the date of this Waiver. The undersigned understands that the execution of this Waiver is a condition precedent to any diversion, receipt and/or use of Flood Waters.

2. The undersigned hereby unconditionally and irrevocably agrees that neither the diversion, receipt and/or use of Flood Waters, nor the expenditure of time, funds or other resources in connection therewith, shall under any circumstances create any rights in favor of the undersigned or its successors, assigns, transferees, principals, agents, servants, employees, partners, landowners, water users or any other affiliates (collectively, the undersigned's "Affiliates"), to (i) any waters of the Kings River, its tributaries or distributaries, (ii) any storage in Pine Flat Reservoir or any other reservoir now in existence or to be constructed, or (iii) any revenues or other rights from the use of any waters of the Kings River, its tributaries or distributaries to generate hydroelectric power or other uses.

3. The undersigned represents and warrants that all Flood Waters diverted, received or used by the undersigned or its Affiliates will be used in a reasonable and beneficial manner, as required by law, on the real property described on the attached Addendum 1, which is incorporated herein by this reference (the "Real Property"). The undersigned acknowledges this Waiver may be recorded in the Official Records of \_\_\_\_\_ County, at the sole option of the KRWA, and the provisions of this Waiver are intended to be binding on the undersigned, its Affiliates and all other parties with any interest in the Real Property. The undersigned further acknowledges the provisions of this Waiver are intended to be binding with respect to all Flood Waters diverted, received or used by the undersigned or its Affiliates, even if such Flood Waters are not used on the Real Property.

4. The undersigned and each of its Affiliates, jointly and severally, shall indemnify, defend and hold the KRWA and each of its members and affiliates harmless from and against any claims,

damages, causes of action, expenses or other amounts (including without limitation attorneys' fees and costs) incurred by any of them as the result of (i) any diversion, receipt or use of Flood Waters by the undersigned or its Affiliates, or (ii) the assertion by any party of any rights described in Paragraph 2 of this Waiver as the result of the diversion, receipt and/or use of Flood Waters or the expenditure of time, funds or other resources in connection therewith.

5. Nothing in this Waiver is intended to affect any rights of the undersigned or its Affiliates arising other than as the result of the diversion, receipt and/or use of Flood Waters or the expenditure of time, funds or other resources in connection therewith.

6. In the event a court of competent jurisdiction determines any of the provisions of this Waiver to be unenforceable, such provisions shall be deemed reformed so as to be enforceable to the maximum extent possible, and the remaining provisions shall remain in full force and effect.

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

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Exhibit B to Petition



Consulting  
Engineers and  
Scientists

**EXHIBIT "B"**

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**SEMITROPIC'S PETITION TO REVISE AND/OR REVOKE  
KINGS RIVER SYSTEM FAS DECLARATION**

The Kings River, originating in Kings Canyon National Park, is regulated by Pine Flat Reservoir. Flood flows not stored behind the Pine Flat Dam or diverted into irrigation canals, run down the Kings River to the lower basin. From there, the flood flows may be directed to either the North Fork of the Kings River and the James Bypass flood channel, or to the South Fork of the Kings River and the Tulare Lake area. During flood events, river water is available to all of the King River Water Association's members.

Flow in excess of the downstream water supply needs in the Kings River is normally first diverted into the North Fork which flows into Fresno Slough, Fish Slough, and James Bypass; together they constitute the Kings River North channel system. James Bypass is an approximate 12-mile long manmade channel course which is part of a flood control project developed in 1913-1915. The James Bypass gauging station is located below Place Avenue Bridge east of Tranquility and is operated by the United States Bureau of Reclamation. Stream flows at James Bypass gaging station are available from the USGS; this flow represents surface water that has been historically lost from the Kings River service area.

Relevant observation data have been obtained from the USGS for James Bypass for daily observations in cfs and acre-feet from water year 1977 through 2017, and total monthly values for 1977 through 2017 in cfs and acre-feet. That monthly data is presented and summarized in the tables attached to this Memorandum. The record demonstrates that during periods of high flows, large quantities of Kings River flows have not been beneficially used and have flowed out of the Kings River service area.





