

Kraus & Son's Ranch
Frederick & Karen Kraus Trust



March 19, 2022

State Water Resources Control Board
1001 I St.
Sacramento, CA 95814

Re: 2022 Local Cooperative Solution

The Frederick & Karen Kraus Trust, SG004260, is providing this letter to further describe its proposed Local Cooperative Solution (LCS) actions for the 2022 irrigation season as authorized by 23 CCR 875(f)(4)(d).

2020 vs 2022 Irrigation Practices

Alfalfa:

In 2020 we irrigated 307.5 acres of alfalfa. This was irrigated by 2 Pivots, 10 Wheelines, and 2 handlines.

In 2022 we will irrigate 246 acres of alfalfa. This will be irrigated by 2 Pivots and 9 Wheelines.

Grass:

In 2020 we irrigated 53 acres of grass. This was irrigated by 2 Wheelines and 4 K Lines.

In 2022 we will irrigate 18 acres of grass. This will be irrigated by 1 Wheeline.

Wheat:

In 2020 we irrigated 0 acres of Wheat.

In 2022 we will irrigate 72 acres of Wheat. This will be irrigated by 3 Wheelines.

Irrigation season for our alfalfa and pasture on our operation, (including in 2020 base year), typically begins about April 1 each year and continues into the middle of September. These time frames are subject to variances that depend on annual temperature and precipitation conditions.

Specific Conservation Solutions for the 2022 Irrigation Season

The attached spread sheet gives the reduction calculated to reduce usage by 53.8% over the 2020 usage and are described below.

Alfalfa:

We intend to only irrigate two (2) cuttings of alfalfa instead of the normal three (3) cuttings we harvest on sites 1.03, 1.04, 1.05. This will result in 160 acres of alfalfa not being watered.

We intend to not irrigate sites 5.06, 5.07. This will result in 14.5 acres not being irrigated. These practice can be verified by drive-by inspection from the road.

Grass:

On site 1.01 we will only irrigate for two cuttings on 18 acres of the possible 23. This reduces water usage from the previous 2020 when we irrigated year-round for cattle feed.

We intend to not irrigate sites 1.06, 1.08. This results in 5 acres not being irrigated. These practices can be verified by drive-by inspection from the road.

Wheat:

On sites 1.02, 5.02, 7.01 we will replace the previous crops with wheat. This reduces water usage on 72 acres. These practices can be verified by drive-by inspection from the road.

Sale of Cattle

This year we have sold 41 pairs of cattle, 11 cows, and 2 bulls. This will also decrease water usage on all pastured acres. This practice can be verified by drive-by inspection from the road.

Surface Water

No surface water is used to irrigate either parcel on this LCS.

LCS Group 2022

The Frederick & Karen Kraus trust LCS approves the following people to join in meeting the 400 acre minimum required by State Water Resources Control Board: Bobby Daws, Don Perry.

Monthly Breakdown of Water Usage 2020 vs 2022

Site	Irrigated Acres	Crop	2020 Irrigation Method	April	May	June	July	August	September	Total
1.02	27	Alfalfa	Wheeline	5	5	8	8	8	5	39
1.03	60	Alfalfa	Pivot/1wheeline	6.8	6.8	10.1	10.1	9.5	7.3	50.6
1.04	85	Alfalfa	Pivot/3wheeline	7.5	7.5	12.2	12.2	10.3	8.5	58.2
1.05	15	Alfalfa	Wheeline	5	5	8	8	8	5	39
5.01	35	Alfalfa	Wheeline	5	5	8	8	8	5	39
5.02	20	Alfalfa	Wheeline	5	5	8.3	8.2	8	5	39.5
5.03	35	Alfalfa	Wheeline	5	5	8.3	8.2	8	5	39.5
5.05	16	Alfalfa	Wheeline	5	5	8.3	8.2	8	5	39.5
5.06	3.5	Alfalfa	Handline	5	5	8.3	8.2	8	5	39.5
5.07	11	Alfalfa	Handline	5	5	8	8	8	5	39
1.01	23	Grass	Wheeline/2 K Line	5	5.5	7	7	7	6	37.5
1.06	3	Grass	K Line	4.3	5	7	7	7	6	36.3
1.08	2	Grass	K Line	4.3	5	7	7	7	6	36.3
2.02	0	Alfalfa	None dry land	0	0	0	0	0	0	0
7.01	25	Grass	Wheeline	5	5	8	8	8	5	39
Total	360.5		Monthly total:	72.9	74.8	117	116	112.8	78.8	571.9

Site	Irrigated Acres	Crop	2022 Irrigation Method	April	May	June	July	August	September	Total
1.03	60	Alfalfa	Pivot/ 1Wheeline	5.5	5.9	9.2	9.2	0	0	29.8
1.04	85	Alfalfa	Pivot/ 3Wheeline	6.7	6.7	10	10	0	0	33.4
1.05	15	Alfalfa	Wheeline	4	4.3	6.8	6.5	0	0	21.6
5.01	35	Alfalfa	Wheeline	4	4.3	6.5	6.3	6.2	4.1	31.4
5.02	20	Wheat	Wheeline	4	4.3	6.5	6.3	6.2	4.1	31.4
5.03	35	Alfalfa	Wheeline	4	4.3	6.5	6.3	6.2	4.1	31.4
5.05	16	Alfalfa	Wheeline	4	4.3	6.5	6.3	6.2	4.1	31.4
5.06	0	Alfalfa	Handline	0	0	0	0	0	0	0
5.07	0	Alfalfa	Handline	0	0	0	0	0	0	0
1.01	18	Grass	Wheeline/ 2 K Line	4	4.2	6.3	6.3	3.5	0	24.3
1.02	27	Wheat	Wheeline	4	4.7	6.3	0	0	0	15
1.06	0	Grass	K Line	0	0	0	0	0	0	0
1.08	0	Grass	K Line	0	0	0	0	0	0	0
2.02	0	Alfalfa	None dry land	0	0	0	0	0	0	0
7.01	25	Wheat	Wheeline	3	4.7	6.3	0	0	0	14
total	336		Monthly total:	43.2	47.7	70.9	57.2	28.3	16.4	263.7
			Reduction %	40%	36%	30%	39%	74%	79%	54%

Water usage totals under pivot irrigation are figured using pivot calibration. All Wheeline and Handline irrigation totals are figured using a two inch per 10 hour set approximation. These methods were also used to calculate the annual water usage.

LCS Coordinating Entity

Frederick & Karen Kraus Trust will coordinate with the California Department of Fish and Wildlife (CDFW): Contact- Joe Croteau: 530-340-0767 to monitor our LCS agreement for year of 2022. This is only limited to Frederick & Karen Kraus Trust and no one else listed on the LCS for acre requirements.

LCS Local Cooperative Solution Comments

The voluntary reduction of water usage will greatly affect Kraus & Son's Ranch farming operation. It decreases our income which provides for higher medical costs, higher production costs, inflation, and debt payments. It is forcing us to sell our cattle and it will cause irreversible damage to our permanent crops.

Kraus & Son's Ranch is voluntarily participating in this LCS of a 30% water usage reduction. Even with the likely hood of another drought, conditions will not improve until the drought is over.

This Plan is only for the 2022 irrigation season. If any government or NGO funds become available, Kraus and Sons Ranch should be entitled to them because of its voluntary efforts.

Kraus & Sons Ranch agrees not to transfer any water to another parcel not included in this LCS.

Kraus & Sons Ranch also requests that anyone from the State Water Board or other affiliated agency must be accompanied by a representative of said ranch to check on LCS practices on the ranch property.

SUPPORTING INFORMATION



Siskiyou County

Permit Number: 474656R

MAP 4 HURDS GULCH

Created On: 3/1/2021

HURDS GULCH RD/House/revised

Operator: KRAUS AND SON



Included Sites: 5-01, 5-02, 5-03, 5-05, 5-06





Siskiyou County

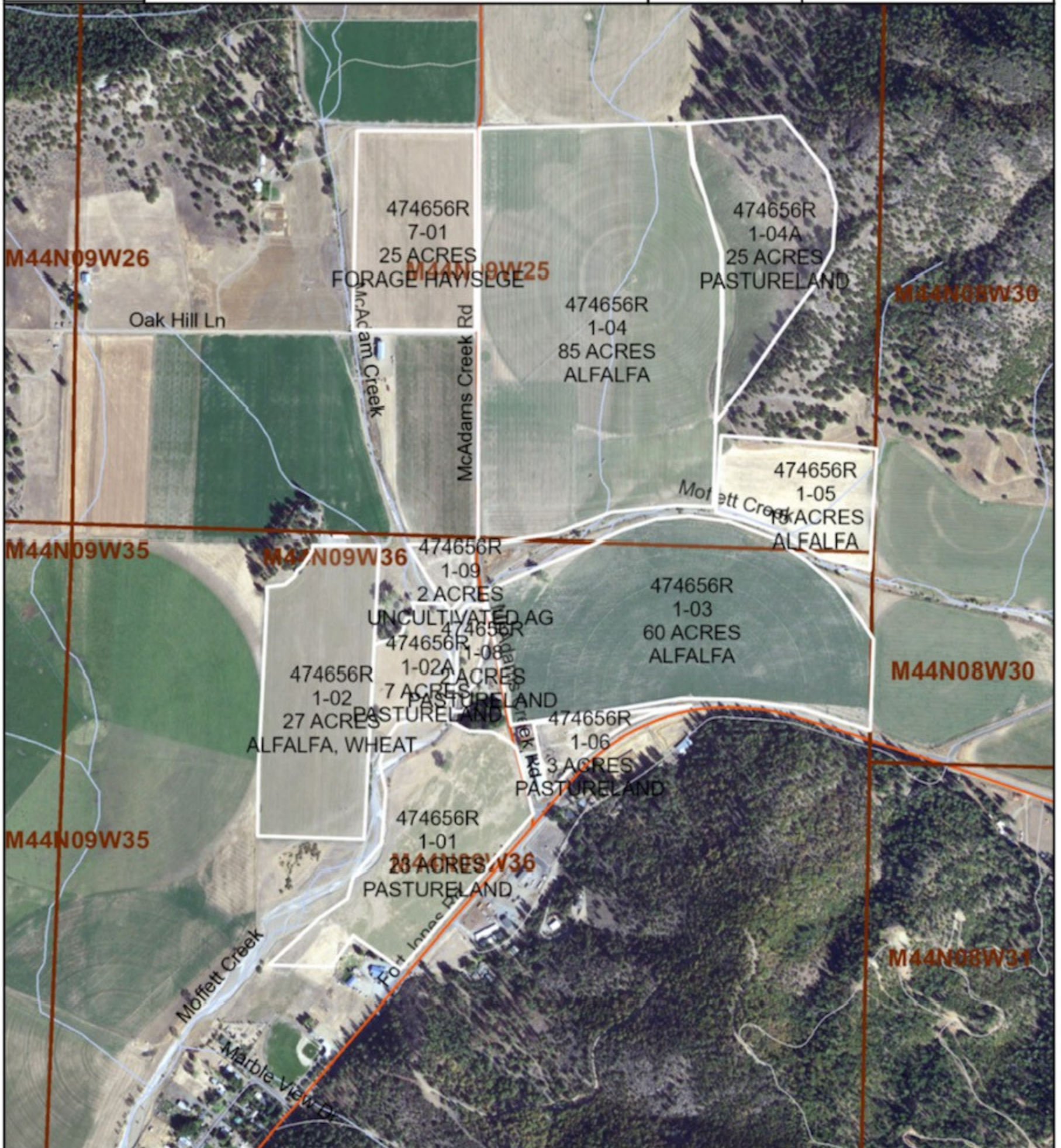
Permit Number: 474656R

MAP 1 HOME, Dr. Hess

Created On: 3/1/2021

MCADAMS CRK RD/Houses, creek

Operator: KRAUS AND SON



Included Sites: 1-01, 1-02, 1-02A, 1-03, 1-05, 1-06, 1-08, 1-09, 7-01





Siskiyou County	Permit Number: 474656R
MAP 2 N MCADAMS CRK RD	Created On: 3/1/2021
MCADAMS CRK RD/Houses, creeks	Operator: KRAUS AND SON



Included Sites:	1-04, 1-04A, 1-05, 2-02, 7-01
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BINDING AGREEMENT



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Northern Region
601 Locust Street
Redding, CA 96001
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



GROUNDWATER USE REDUCTION AND BINDING AGREEMENT FOR LOCAL COOPERATIVE SOLUTION

BACKGROUND

Under the 2021 drought emergency regulation establishing drought emergency minimum flows in the Scott River and Shasta River watersheds,¹ local cooperative solutions (LCS) 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.

RECITALS

1. Section 875(f)(4)(d) of the drought emergency regulation provides a specific type of LCS that was determined to be sufficient for approval by the Deputy Director;
2. For overlying or adjudicated groundwater diversions for irrigated agriculture described in section 875.5(f)(4)(d)(i) – (ii) [Scott River], the Deputy Director may approve a groundwater basin-wide, groundwater sub-basin-wide, or any number of individual local cooperative solutions totaling at least 400 irrigated acres where:
 - (i) The proposal is based on a binding agreement. “Such binding agreement may be made with a Coordinating Entity with the expertise and the ability to evaluate and require performance of the agreement, for example with the California Department of Fish and Wildlife (CDFW), the National Marine Fisheries Service, the Scott Valley and Shasta Valley Watermaster District, a non-profit organization with expertise and experience in water-saving transactions, or similar qualified entity. “
 - (ii) For the Scott River: “The proposal provides at least: 1) a net reduction of water use of 30 percent throughout the irrigation

¹ California Code of Regulations, title 23, sections 875–875.9.

season (April 1 – October 31), as compared to the prior irrigation season; and 2) a monthly reduction of at least 30 percent in the July 1 through October 31 period, as compared to the prior year or to 2020. Such reduction 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. 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.”

PROPOSED LOCAL COOPERATIVE SOLUTION

On March 19, 2022, the Frederick & Karen Kraus Trust DBA Kraus & Son’s Ranch (Landowner) proposed an LCS authorized by 23 CCR §§ 875(f)(4)(d) of the regulation for the 2022 irrigation season. It includes a final conservation plan, narrative, and field maps incorporated by reference. The proposal uses the year 2020 as the baseline; it includes detailed spreadsheets and a narrative that describes reduced cuttings, crop rotation, and a summer and fall irrigation forbearance plan. The specific conservation practices within the narrative offer concise and appropriate monitoring elements enabling the California Department of Fish and Wildlife to assume the role of a Coordinating Entity to implement a binding agreement described in “i” above. The mathematically calculated conservation plan accounts for a net reduction of approximately 53.8% to meet the requirement described in item “ii” above.

This proposal does not include the minimum 400 acres required under the emergency regulation, but this agreement is being entered in conjunction with Bobby Daws’, Don Parry’s, and other’s Local Cooperative Solution with the understanding that their added acres are under a separate binding agreement. As such, the total enrolled acreage exceeds the 400-acre minimum for State Water Resources Control Board (State Water Board) approval.

TERMS OF BINDING AGREEMENT

The Landowner is required to adhere to the proposed conservation plan, as submitted to CDFW and approved by the State Water Board. The Landowner has requested that CDFW serve as the coordinating entity. The Landowner and CDFW agree to the following:

- For the duration of this binding agreement where CDFW is the coordinating entity, the Landowner shall give CDFW and CDFW agents

the right to reasonably access the included parcels for the limited purpose of verifying execution of the conservation plan. Any individual not directly employed or contracted by CDFW shall provide pre-notification to, and shall obtain approval by, the Landowner.

- CDFW will strive to notify the Landowner a day in advance of visiting the parcels and shall provide the Landowner or a designee the ability to participate in the monitoring inspection.
- It is anticipated that CDFW representatives will visit the property approximately twice per month. A monitoring inspection may include verification of any or all the actions described in the conservation plan and may include inspection checklist/notes/report and photo verification.
- Any photos, logs, checklists, and other documentation for this conservation strategy incorporated by reference will be transmitted by the Landowner via email to the Klamath Watershed Program at KlamathWatershed@wildlife.ca.gov. This information for each month shall be transmitted within the first 7 calendar days of each calendar month.
- CDFW 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. CDFW supports 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 with 30 days' notice. The Coordinating Entity will only terminate the agreement if the Landowner is not cooperating with the terms of this binding agreement (e.g., is not providing access, is not reporting, etc.). Both parties agree to take reasonable measures to resolve any concerns related to performance of the conservation plan, negative human interaction, or any other unforeseen circumstance prior to invoking termination.
- It is recognized that as the irrigation season unfolds, there may be reason to change the terms of the conservation plan or this agreement regarding

its implementation and verification. Any such changes to the conservation plan or binding agreement will need to offer continued compliance with the drought emergency regulations and shall be agreed upon by both parties as well as the State Water Board.

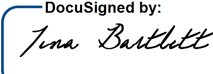
<u>Contact Information</u>	
California Department of Fish and Wildlife Carmen Tull KlamathWatershed@wildlife.ca.gov 916.203.1947	Kraus & Son's Ranch Frederick & Karen Kraus Trust <div style="background-color: black; width: 150px; height: 15px; margin: 5px 0;"></div> <div style="background-color: black; width: 100px; height: 15px; margin: 5px 0;"></div>

This Binding Agreement is valid while the current drought emergency regulation is in place. By signature, both parties agree and memorialize CDFW as the Coordinating Entity for this binding agreement. The Landowner shall include one signed copy with its petition to the SWB, return one signed copy to CDFW, and retain a signed copy of this binding agreement and have the conservation plan readily available at its residence in the event any questions arise from either party during implementation or monitoring.

Authorized Landowner Signature:

Sign Here:  Date Signed: 8/1/22

Authorized Coordinating Entity Signature:

Sign Here:  Date Signed: 7/27/2022
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