



AGENDA

IDAHO WATER RESOURCE BOARD

Board Meeting No. 5-25
WORK SESSION
Thursday, March 20, 2025
8:30 a.m. (MT) / 7:30 a.m. (PT)

Brad Little
Governor

Jeff Raybould
Chairman
St. Anthony
At Large

Jo Ann Cole-Hansen
Vice Chair
Lewiston
At Large

Dean Stevenson
Secretary
Paul
District 3

Dale Van Stone
Hope
District 1

Albert Barker
Boise
District 2

Brian Olmstead
Twin Falls
At Large

Marcus Gibbs
Grace
District 4

Patrick McMahon
Sun Valley
At Large

Water Center
Conference Rooms 602 B – D
322 E. Front Street
BOISE

Livestream available at <https://www.youtube.com/@iwrp>

1. Roll Call
2. Rental Pool Procedures
 - a. Water District 01
 - b. Water District 65
3. Aquifer Investigations & Modeling Efforts
4. Water Supply Update
5. Cloud Seeding Program Update
6. Dworshak Small Hydro Power Facility
7. Mountain Home Air Force Base Water Resilience Project Update
8. Administrative Rules Update
9. Legislation of Interest
10. Non-Action Items for Discussion
11. Adjourn

The board will break for lunch at approximately noon. Upon adjournment they will attend a field trip to Boise City Canal Aging Infrastructure Project. Transportation will be provided for board members and invited guests only.

* Action Item: A vote regarding this item may be made at this meeting. Identifying an item as an action item on the agenda does not require a vote to be taken on the item. **Americans with Disabilities:** If you require special accommodations to attend, participate in, or understand the meeting, please make advance arrangements by contacting Department staff by email: jennifer.strange@idwr.idaho.gov or by phone at (208) 287-4800.

Memorandum



To: Idaho Water Resource Board

From: Mary Condon

Date: March 13, 2025

Re: Water Supply Bank Rental Pool Procedures

REQUIRED ACTIONS: None.

The Idaho Water Resource Board ('IWRB'; 'Board') is responsible for the operation of the Water Supply Bank, inclusive of regional rental pools. The Director of the Idaho Department of Water Resources ('IDWR') will review rental pool procedures and forms then submit a recommendation to the Board. Consistent with Section 42-1765, Idaho Code and Rule 40 of the Water Supply Bank Rules, IDAPA 37.02.03.040, rental pool specific amended procedures and review memos are included with this memo for consideration by the Board.

A redlined version of the recently amended Upper Snake River Rental Pool procedures adopted by the Water District ('WD') 01 Advisory Committee on March 4, 2025 is provided, along with a Departmental review memo summarizing key aspects of the amended procedures. The final adopted procedures along with the resolution for the Board's consideration to approve them is included with the Board Meeting materials to be presented on Friday.

A redlined version of the recently amended Payette River Basin Rental Pool procedures adopted by the Water District ('WD') 65 Advisory Committee on March 11, 2025 is provided, along with a Departmental review memo summarizing key aspects of the amended procedures. The final adopted procedures along with the resolution for the Board's consideration to approve them is included with the Board Meeting materials to be presented on Friday.

Attachment(s): Review Memo to IDWR Director – dated March 10, 2025
Water District 01 - Redline 2025 Rental Pool Procedures

Review Memo to IDWR Director – dated March 13, 2025
Water District 65 – Redline 2025 Rental Pool Procedures

Memorandum

To: Mathew Weaver, IDWR Director
From: Mary Condon, WSB Program Coordinator
Date: March 10, 2025
Re: Upper Snake River Basin Water District 01 Rental Pool Procedures

Enclosed with this memo is a copy of the draft redline 2025 rental pool procedures and the final 2025 Rental Pool Procedures, adopted by the water users and the water district advisory committee of Water District 01 on March 4, 2025. Pursuant to Idaho Code § 42-1765 and the subsections of Rule 40 of the Water Supply Bank (WSB) Rules (IDAPA 37.02.03.40), the Water District 01 Advisory Board, also known as the Committee of Nine, is the IWRB-appointed local committee to facilitate the lease and rental of stored water within the Upper Snake River Basin rental pool. The Director will review the local committee procedures and submit them along with the Director's recommendation to the Board.

The substantial updates to the Water District 01 rental pool procedures for 2025, with reference to the correlating subsection of WSB Rule 040 criteria met, in summary are:

- Procedure 3.4.102 – Purposes – *New Lands* (WSB Rule Subsection 040.01.i)
 - Additional language specifically allows for an added exception to the moratorium to new rentals if recharge was authorized prior to the moratorium.
- Procedure 5.2.103 – Common Pool – *Small Rentals* (WSB Rule Subsection 040.01.a)
 - Change in language increases the 100-acre-foot limitation of small rentals to 200 acre-feet for renters within a service area that have Points of Diversion greater than 10,000 acre-feet.
- Procedure 5.3 – Common Pool – *Rental Prices* (WSB Rule Subsection 040.01.c)
 - Removed tiered pricing and instituted a flat fee regardless of system fill equal to a total of \$29.00 per acre-foot, except for flow augmentation by BOR of \$23.00 per acre-foot.
- Procedure 5.3.107 now 10.7.106 – Assignment Pool – *Storage System Fill* (WSB Rule Subsection 040.01.c and h)
 - Moved language in procedures for when the storage system is considered full for pricing tier determination.
- Procedure 6.4 – Private Leases – *Fees and Surcharges* (WSB Rule Subsection 040.01.d)
 - Increased the Water District administrative fee from \$1.30 to \$2.30 per acre-foot.
- Procedure 11.5 – Extraordinary Circumstances Pool - *Payment to Consignors* (WSB Rule Subsection 040.01.b)
 - Change in language to address timing of payment to lessors, now contingent upon payment from BOR for flow augmentation.
- Appendix - *Application Forms and Agreements* (WSB Rule Subsection 040.03)
 - Added “WD 1” and/or “Water District 1” ahead of Watermaster Signature; and
 - Changes in language to relevant forms consistent with changes above.

The above listed changes to the Water District 01 Rental Pool procedures adequately address and meet the criteria required of rental pool procedures within WSB Rule 40 (IDAPA 37.02.03.040). Approval of the proposed procedures and application forms is recommended.

Attachment(s): Water District 01 - Adopted 2025 Rental Pool Procedures
Water District 01 - Redline 2025 Rental Pool Procedures

WATER DISTRICT 1

~~2024-2025~~ RENTAL POOL PROCEDURES

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**WATER DISTRICT 1
RENTAL POOL PROCEDURES**

PROCEDURE 1.0 LEGAL AUTHORITY

- 1.1 These procedures have been adopted by the Water District 1 Committee of Nine pursuant to Idaho Code § 42-1765.
- 1.2 These procedures shall not be interpreted to limit the authority of the Idaho Department of Water Resources, the Idaho Water Resource Board, or the Watermaster of Water District 1 in discharging their duties as prescribed by statute or rule.
- 1.3 These procedures shall be interpreted consistent with Idaho Code, rules promulgated by the Idaho Water Resource Board, relevant provisions of spaceholder contracts with the United States, and the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.
- 1.4 The operation of the rental pool shall in no way recognize any obligation to maintain flows below Milner or to assure minimum stream flows at the United States Geological Survey (USGS) gaging station on the Snake River near Murphy.
- 1.5 These procedures shall not be interpreted in any manner that is inconsistent with or would adversely impact or effect the rights of the Shoshone-Bannock Tribes as set out in the Fort Hall Agreement, the Blackfoot River Equitable Adjustment Settlement Agreement, and the 2015 Settlement Agreement between the Tribes and the Committee of Nine.

PROCEDURE 2.0 DEFINITIONS

- 2.1 **Accounting Year:** the Water District 1 accounting year that begins on December 1 and ends on November 30.
- 2.2 **Acre-foot:** a volume of water sufficient to cover one acre of land one foot deep and is equal to 43,560 cubic feet.
- 2.3 **Administrative Fee:** a fee per acre-foot assessed on the total quantity of storage set forth in any rental or lease application, disbursed to the District at the end of the irrigation season.
- 2.4 **Allocation:** the amount of stored water, including carryover that has accrued to a spaceholder's storage space on the date of allocation that is available for the spaceholder's use in the same accounting year.
- 2.5 **Applicant:** a person who files with the Watermaster an application, accompanied by the required fees, to rent or lease storage through the rental pool.
- 2.6 **Assignment:** storage provided by an assignor from the current year's storage allocation for rental through the assignment pool pursuant to Procedure 10.
- 2.7 **Assignment Pool:** storage made available to the Committee through assignor contributions for subsequent rental pursuant to Procedure 10.

- 2.8 **Assignor:** a participant who assigns storage to the assignment pool pursuant to Procedure 10 and subject to Procedure 7.3.
- 2.9 **Board:** the Idaho Water Resource Board (IWRB).
- 2.10 **Board Surcharge:** a surcharge equal to ten percent (10%) of the rental price or lease price assessed on the total quantity of storage set forth in any rental or lease application, disbursed to the Board at the end of the irrigation season.
- 2.11 **Bureau:** the United States Bureau of Reclamation (USBR).
- 2.12 **Committee:** the Committee of Nine, which is the advisory committee selected by the members of Water District 1 at their annual meeting and appointed as the local committee by the Board pursuant to Idaho Code § 42-1765.
- 2.13 **Common Pool:** storage made available to the Committee through participant contributions for subsequent rental pursuant to Procedure 5 and subject to Procedure 7.
- 2.14 **Date of Allocation:** the date determined each year by the Watermaster on which the maximum accrual to reservoir spaceholders occurs.
- 2.15 **Date of Publication:** the date on which the Watermaster publishes on the District website the storage allocation for the current accounting year.
- 2.16 **Department:** the Idaho Department of Water Resources (IDWR).
- 2.17 **District:** The District is comprised of the Snake River and tributaries with Basins 01, 21, 22, 23, and 25 points of diversion.
- 2.18 **Extraordinary Circumstances Pool:** Storage made available to the Committee through participant consignments for subsequent rental pursuant to Procedure 11 and subject to Procedure 7.
- 2.19 **Impact Fund:** a fund maintained by the Watermaster for the mitigation of computed impacts to participants pursuant to 2021 rental pool procedures.
- 2.20 **Infrastructure Fund:** a fund maintained by the Watermaster for the purposes outlined in Procedure 4.5.
- 2.21 **Lease:** a written agreement entered into between a lessor and lessee to lease storage through the rental pool pursuant to Procedure 6.
- 2.22 **Lease Price:** a price per acre-foot negotiated between a lessor and lessee as set forth in a lease agreement.
- 2.23 **Lessee:** a person who leases storage from a participant under a lease.
- 2.24 **Lessor:** a participant who leases storage to a person under a lease pursuant to Procedure 6 and subject to Procedure 7.
- 2.25 **Milner:** Milner Dam on the Snake River.
- 2.26 **Milner Spill:** water in excess to the amount that is captured in the reservoir system flowing past Milner Dam that is not storage being delivered under Idaho Power's American Falls storage water right or other storage that is otherwise authorized pursuant to these procedures.

- 2.27 **Net Price:** the average price per acre-foot of all rentals from the common pool or assignment pool, including flow augmentation.
- 2.28 **Net Proceeds:** the net price times the number of acre-feet rented from the common pool or assignment pool.
- 2.29 **Participant:** a spaceholder who contributes storage to the common pool pursuant to Procedure 5.2 and is eligible to participate in all other rental pool procedures.
- 2.30 **Participant Contributions:** storage made available to the common pool by participants, with computed impacts accounted from next year's reservoir fill, which forms the supply for small rentals, flow augmentation pursuant to Table 1, and Shoshone-Bannock Tribes, subject to the limitations in Procedure 5.2.
- 2.31 **Person:** an individual, corporation, partnership, irrigation district, canal company, political subdivision, or governmental agency.
- 2.32 **Rent:** the rental of storage from the common pool, supplemental pool, or assignment pool.
- 2.33 **Rental Pool:** the processes established by these procedures for the rental and/or lease of storage, mitigation of computed impacts to spaceholders, and disposition of revenues.
- 2.34 **Rental Pool Subcommittee:** a subcommittee composed of the Watermaster (advisor), a designated representative from the Bureau (advisor), and three or more members or alternates of the Committee who have been appointed by the chairman of the Committee.
- 2.35 **Rental Price:** the price per acre-foot of storage rented from the common pool, supplemental pool, or assignment pool, as set forth in Procedures 5.3, 8.3, 10.7, and 11.3 excluding the administrative fee and Board surcharge.
- 2.36 **Renter:** a person who rents storage from the common pool, supplemental pool, or assignment pool.
- 2.37 **Reservoir System:** refers to American Falls, Grassy Lake, Henrys Lake, Island Park, Jackson Lake, Lake Walcott, Milner Pool, Palisades, and Ririe.
- 2.38 **Space:** the active capacity of a reservoir measured in acre-feet.
- 2.39 **Spaceholder:** the holder of the contractual right to the water stored in the space of a storage facility within the Reservoir System.
- 2.40 **Storage:** the portion of the available space that contains stored water.
- 2.41 **Supplemental Pool:** storage made available to the Committee through participant consignments for subsequent rental pursuant to Procedure 8 and subject to Procedure 7.
- 2.42 **Watermaster:** the watermaster of Water District 1.
- 2.43 **Water Supply Forecast:** the forecasted unregulated runoff for April 1 to September 30 at the Heise USGS gaging station, referred to in Table 1.

PROCEDURE 3.0 PURPOSES

- 3.1 The primary purpose of the rental pool is to provide supplemental irrigation water to spaceholders for the irrigation of District land with an existing primary irrigation water right and to maintain a rental pool with sufficient incentives such that spaceholders supply, on a voluntary basis, an adequate quantity of storage for rental or lease pursuant to procedures established by the Committee. These procedures are intended to: a) assure that participants have priority over non-participating spaceholders and non-spaceholders in renting storage through the rental pool; b) assure that non-participating spaceholders are not impacted; and c) rentals occurring through the assignment pool and supplemental pool do not impact other spaceholders.
- 3.2 To maintain adequate controls, priorities, and safeguards to ensure that existing water rights are not injured and that a spaceholder's allocation is not impacted without his or her consent. To financially compensate an impacted participating spaceholder in the common pool as determined by the procedures developed by the District.
- 3.3 To provide storage water at no cost under Procedure 5.0 for the benefit of the Tribes consistent with the terms of the Blackfoot River Equitable Adjustment Settlement Agreement and the 2015 Settlement Agreement. Discussions are ongoing to identify the party responsible for mitigating impacts to the Tribes. Nothing in these Procedures should be construed as an admission of liability by Water District 1 or the Committee of Nine.
- 3.4 To prevent further declines in the Eastern Snake Plain Aquifer and tributary spring flows and reach gains, and to ensure new consumptive uses within the District do not further impact the storage supply and the primary purpose of the rental pool as described in Procedure 3.1, the following shall apply:
- 3.4.101 A moratorium on all private leases, assignment and common pool rentals that deliver water to new lands or mitigate for diversion of water on new lands, except when:
- (a) a water right was legally delivered to the lands from any source prior to 2019; or
 - (b) contracted storage water was delivered by the District prior to 2019 for mitigation for the use of water on new lands; or
 - (c) rented storage water was delivered to the lands from the District within the last 5 years.
- The moratorium also prohibits rentals for delivery to lands or providing mitigation for lands where a water right or storage use was transferred off said lands, inside or outside the District.
- 3.4.102 The following exceptions apply to the above moratorium:
- (a) Small rentals under Procedure 5.2.103;
 - (b) Domestic, commercial, municipal, and industrial uses authorized pursuant to a decreed or licensed storage water right and spaceholder contract; and
 - (c) Land that subsequent to the adoption of Procedure 3.4, is authorized for irrigation [and recharge](#) purposes under a water organization project's owned water right and other provisions of state law.
- 3.4.103 All private lessees or rental pool applicants shall certify that the respective private lease or rental pool application complies with the requirements set forth above. Lessees and Applicants that have had prior leases or rentals approved prior to 2019 that would otherwise be prohibited by Procedure 3.4.101 may present such information to the Watermaster and Committee to show why such lease or application should be approved. Further, the Watermaster and any spaceholder may raise any issues derived from this moratorium in regards to any private lease or rental application which shall be resolved by the Committee.

PROCEDURE 4.0 MANAGEMENT

- 4.1 **Manager.** The Watermaster shall serve as the manager of the rental pool and shall administer the rental pool consistent with these procedures, which include, but are not limited to:
- (a) Determining impacts pursuant to Procedure 7;
 - (b) Calculating payments to participating spaceholders as prescribed by Procedures 5.2 and 7.3;
 - (c) Accepting storage into the common pool, assignment pool, and executing rental agreements on behalf of the Committee;
 - (d) Disbursing and investing rental pool monies as ratified by the Committee; and
 - (e) Taking such additional actions as may be directed by the Committee.
- 4.2 **Rental Pool Subcommittee.** The Rental Pool Subcommittee shall exercise the following general responsibilities:
- (a) Review these procedures and, as appropriate, make recommendations to the Committee for needed changes;
 - (b) Review reports from the Watermaster regarding rental applications, storage assignments to the assignment pool, and leases of storage through private leases;
 - (c) Advise the Committee regarding rental pool activities;
 - (d) Develop recommendations for annual common pool storage supplies and rental rates;
 - (e) Assist the Watermaster in resolving disputes that may arise from the diversion of excess storage; and
 - (f) Assume such additional responsibilities as may be assigned by the Committee.
- 4.3 **Applications**
- 4.3.101 Applications to rent or lease storage through the rental pool shall be made each year upon forms approved by the Watermaster and shall include:
- (a) The amount of storage sought to be rented or leased;
 - (b) The purpose(s) for which the storage will be put to beneficial use;
 - (c) The lease price (for private leases);
 - (d) To the extent practicable at the time of filing the application, the point of diversion identified by legal description and common name; and a description of the place of use; and
 - (e) Certification that the rental or lease is not subject to moratorium under Procedure 3.4 above.
- 4.3.102 *Application Acceptance.* Applications are not deemed accepted until received by the Watermaster together with the appropriate fees required under Procedures 5.3 and 10.7 (rentals) or 6.4 (leases).
- 4.3.103 *Application Approval.* An application accepted under Procedure 4.3.102 shall be approved after the Watermaster has determined that the application is in compliance with these procedures and sufficient storage will be available from the common pool, assignment pool, and/or lessor to provide the quantity requested in the application. Upon approval of the application, the Watermaster shall send notice to the renter/lessor/lessee and entity owning the point of diversion designated in the application of such approval and allocation of storage; provided, however, no allocation of storage shall be made until the applicant designates the point of diversion and place of use of the rented and/or leased storage in the application or pursuant to Procedure 4.3.106.

- 4.3.104 *Deadline for Accepting Applications to Rent or Lease Storage.* All applications to rent or lease storage must be accepted by the Watermaster pursuant to Procedure 4.3.102 on or before November 30. Applications accepted after November 30 will be accounted for from storage supplies in the following calendar year, unless an exception is granted by the Rental Pool Subcommittee.
- 4.3.105 *Deadline to Designate Point of Diversion and Place of Use.* If the point of diversion and/or place of use of the rented and/or leased storage was not previously designated in the application, the renter and/or lessee must make such designation in writing to the Watermaster on or before November 30 of the same year, unless an extension is granted by the Rental Pool Subcommittee. Failure to comply with this provision shall cause any unused storage to automatically revert back to the common pool, assignment pool, and/or lessor, respectively.
- 4.3.106 *Deadline to Use Rental or Lease Storage.* Approved applications pursuant to Procedure 4.3 or water leased through a private lease, must be used and diverted on or before November 30 of the same year.
- 4.3.107 *Reporting Requirements for Leases and Assignments to Points of Diversion on Sources Not Regulated by the Water District #1 Watermaster.* To keep Water District #1 assessments, administrative fees, and regulation costs to a minimum, approved rental leases and assignments to points of diversion on sources not regulated by Water District #1 (e.g. Portneuf River, Wood River, Silver Creek, etc.) must have their daily cfs or acre-feet of rental diversions measured by the watermaster of the water district containing the points of diversion receiving the rental storage and then reported by the watermaster of that district to the Water District #1 Watermaster by November 30 of the year storage is rented. Daily diversion reports from individual renters in water districts other than Water District #1 will not be accepted by the Water District #1 Watermaster. Failure of the watermasters in other districts to report to the Water District #1 Watermaster the daily rental storage deliveries within their district by November 30 will result in the rental pool storage not being delivered in the Water District #1 final water right accounting. No refunds for rental prices or fees will be issued to lessors, lessees, or renters when daily deliveries are not reported by the watermaster responsible for the regulation of the points of diversion or re-diversion on the source rental storage is being injected or exchanged with sources from Water District #1.

4.4 **Rental Pool Account**

- 4.4.101 All monies submitted by applicants shall be deposited in an interest-bearing account known as the “Rental Pool Account” and maintained by the Watermaster on behalf of the Committee. Monies in the Rental Pool Account will be disbursed to participants, the District, and the Board in the proportions set forth in these Procedures. Rental Pool Funds shall be considered public funds for investment purposes and subject to the Public Depository Law, Chapter 1, Title 57, Idaho Code.
- 4.4.102 Monies deposited in the Rental Pool Account are non-refundable to the extent the rental and/or lease application is approved pursuant to Procedure 4.3.103, regardless of whether the storage is used.

4.5 **Infrastructure Fund**

- 4.5.101 Monies in the Infrastructure Fund may only be used to fund District costs of projects relating to improvements to the District’s distribution, monitoring, and gaging facilities, and other District projects designed to assist in the adjudication, which includes the cost of Blackfoot River Equitable Adjustment Settlement Water, if any is required, conservation, or efficient distribution of water.

- 4.5.102 Disbursements from the Infrastructure Fund are subject to two-thirds (2/3) Committee approval.
- 4.5.103 Monies in the Infrastructure Fund may be carried over from year to year.
- 4.6 **Diversions not Regulated by the District.** Water District #1 and/or its spaceholders will not accept responsibility or liability for any interference to natural flow or storage deliveries that result from rentals or leases to diversions within other water districts.

PROCEDURE 5.0 COMMON POOL

- 5.1 **Scope.** The common pool consists of storage made available to the Committee through participant contributions. Participants make all of their storage available to the common pool pursuant to the terms of Procedure 5.2, with computed impacts accounted from next year's reservoir fill.
- 5.2 **Participant Contributions**
- 5.2.101 *Participants.* Any spaceholder may, upon submitting written notice to the Watermaster prior to March 15 of the current year elect to contribute storage to the current year's common pool rentals to be deducted from the spaceholders subsequent year's storage allocation when excess water does not spill past Milner in the subsequent year. Any spaceholder making such election shall be deemed a "participant" for the current year and every year thereafter until the spaceholder provides written notice to the Watermaster prior to March 15 of the year common pool rentals are purchased, rescinding its participation. Participants choosing to rescind their participation by the March 15 deadline shall receive their proportional share of the previous year's common pool proceeds after having their current year's storage allocation reduced to supply those previous year's common pool rentals but shall cease receiving reductions to their future years' storage allocations to supply common pool rentals and cease receiving common pool rental payments in future years following the rescindment. Upon election from a previous non-participant to begin participation, the new participant is eligible for all the benefits of a participant set forth in these procedures, excluding monetary payment associated with common pool rentals purchased in the year prior to participation election. If after March 15 less than seventy-five percent (75%) of the contracted storage space is committed to the common pool by participants, the Committee may revise the rental pool procedures as necessary prior to April 1.
- 5.2.102 *Non-Participants.* Spaceholders who are not participants shall not be entitled to supply storage to, or rent storage from, the common pool. Notwithstanding this restriction, the Bureau may rent flow augmentation water from the common pool in the amounts identified in Procedure 5.2.104.
- 5.2.103 *Small Rentals.* The common pool will make available from participant contributions 5,000 acre-feet for rentals of 100 acre-feet or less per point of diversion for diversions regulated by the Water District #1 Watermaster, subject to the priorities and limitations set forth in Procedure 5. Points of diversion with an annual volume exceeding 10,000 acre-feet in the previous year may rent up to 200 acre-feet from the common pool. Rentals from the small pool shall only be considered for approval following submittal of written consent from the operator of the delivery system. The Committee may approve on a case-by-case basis the additional rental of storage under this provision to exceed the ~~400 acre-feet~~ acre-foot limitation. Small Rentals for groundwater pumping mitigation and recharge purposes are prohibited. Small Rentals shall be approved in the same order the rental

applications are received by the watermaster beginning on April 5 of the year in which the storage is to be used.

- 5.2.104 *Flow Augmentation.* The amount of storage, from participant contributions to the common pool, available for rental for flow augmentation shall be determined by Table 1 shown in the Appendix of these procedures.
- 5.2.105 *Shoshone-Bannock Tribes.* The Tribes shall be treated as non-participants unless written notice is provided by the Tribes under Procedure 5.2.101.
- (a) *Blackfoot River Equitable Adjustment Settlement Agreement Water.* Storage water not to exceed 20,000 acre-feet shall be made available in accordance with the terms of the Blackfoot River Equitable Adjustment Settlement Agreement. The source and funding of the storage water shall be determined by the Committee at its June meeting. Administrative fees shall be paid by Water District 1.
- (b) *2015 Settlement Agreement.* Storage water not to exceed 10,000 acre-feet (except with the approval of the Committee of Nine) shall be made available in accordance with the terms of the 2015 Settlement Agreement from the current year's Common Pool. Administrative fees shall be paid by Water District 1. Discussions are ongoing to identify the party responsible for mitigating impacts to the Tribes. Nothing in these Procedures should be construed as an admission of liability by Water District 1 or the Committee of Nine.
- 5.2.106 *Supply Sources.* Common pool storage shall be deducted proportionally from all participants' storage allocations in the year following when the storage was used. If Milner Spill occurs between years, no deduction is necessary.
- 5.2.107 *Participant Payments.* Monies collected through the rental of the participant contribution portion of the common pool, including flow augmentation, shall be disbursed based on the amount each participant is reduced pursuant to Procedure 5.2.106. In years where no reduction is necessary due to Milner Spill, all monies collected shall be disbursed proportionally based on participant space. Payments will be made to participants within two weeks of the date of publication unless payment is less than \$5.00. Payments less than \$5.00 shall be applied as a credit to the participant's payment in the following year.

5.3 **Rental Prices**

- 5.3.101 *Tier 1:* ~~If the storage system fills, the~~ The rental price for purposes above Milner shall be ~~\$7.00~~25.18 per acre-foot.
- ~~5.3.102 *Tier 2:* If the storage system does not fill but storage is provided for flow augmentation pursuant to Procedure 5.2.104, the rental price for purposes above Milner shall be \$17.00 per acre-foot.~~
- ~~5.3.103 *Tier 3:* If the storage system does not fill and no flow augmentation water is provided pursuant to Procedure 5.2.104, the rental price for purposes above Milner shall be \$25.00 per acre-foot.~~
- ~~5.3.104 *Determination of Tier 1, 2 or 3 Rental Price:* Unless the storage system has filled, the Watermaster shall designate on or before April 5 either Tier 2 or Tier 3 as the rental price for above Milner rentals. If at any time during the same accounting year, the storage system should subsequently fill, the Watermaster shall designate Tier 1 as the rental price for above Milner rentals and refund any excess rental fees within 30 days after the date of publication.~~

5.3.105 *Tier 4~~2~~*: The rental price ~~for storage rented from~~ for flow augmentation shall be \$19.73 per acre-foot.

5.3.10~~36~~ *Fees & Surcharges*. There shall be added to the rental price for all rentals the Board surcharge and \$1.30 administrative fee, resulting in the following summed amounts charged for common pool rentals for the ~~various~~ tiers described in Procedures 5.3-~~101 through~~ 5.3-~~105~~:

(a) Tier 1: ~~-\$7.00~~25.18 + ~~\$0.70~~2.52 + \$1.30 = ~~\$9.00~~29.00

~~(b) Tier 2: \$17.00 + \$1.70 + \$1.30 = \$20.00~~

~~(c) Tier 3: \$25.00 + \$2.50 + \$1.30 = \$28.80~~

~~(d)~~(b) Tier 4~~2~~: \$19.73 + \$1.97 + \$1.30 = \$23.00

~~5.3.107 *Storage System Fill*. For purposes of Procedure 5.3 and 10.7, the storage system is considered full when all storage rights are filled, including last to fill space, in Jackson Lake, Palisades (except for powerhead), American Falls, and Island Park.~~

5.4 **Limitations**. A participant cannot rent water from the Common Pool if the participant is replacing storage space or water which has been evacuated due to an assignment to or private lease through the Water District 1 Rental Pool, unless an exception is granted by the Committee.

PROCEURE 6.0 PRIVATE LEASES

6.1 **General**. All leases must be transacted through the rental pool. Only participants may lease storage to a Lessee subject to the provisions of these procedures, and non-participating spaceholders may not lease storage from participants.

6.2 **Purposes**. Storage may be leased through the rental pool only for beneficial use purposes above Milner. A participant may not lease storage to a lessee and rent storage from the common pool in the same accounting year unless an exception is granted by the Rental Pool Subcommittee.

6.3 **Payment to Lessor**. The lessor shall receive one-hundred percent (100%) of the lease price.

6.4 **Fees & Surcharges**. There shall be added to the lease price ~~the \$1.30~~a \$2.30 administrative fee and the Board surcharge.

6.5 **Non-Applicability to Common Pool**. Storage leased pursuant to this procedure does not count against the participant contribution volumes set forth in Procedure 5.2.

6.6 **Recharge**. All storage used for the purpose of recharge must be transacted through the rental pool. Unless storage is rented pursuant to Procedures 5.0 or 10.0, storage used for recharge, whether diverted by the storage spaceholder or another person, will be treated as a lease of storage.

6.7 **Idaho Water Resource Board (IWRB) Storage**. Notwithstanding the limitations set forth in Procedures 6.1 and 6.2, the IWRB may lease its existing storage (up to 5,000 acre-feet) to Idaho Power and have it released past Milner for the purpose of mitigating minimum flows at Murphy. The administrative fee must be paid by the IWRB for any storage used for such purpose.

6.8 **Lease of Storage from Bureau Uncontracted Space**. Notwithstanding the limitations set forth in Procedures 6.1 and 6.2, the Bureau may lease storage from its uncontracted space for flow

augmentation as identified in Appendix III of the – Mediator’s Term Sheet of the 2004 Snake River Water Rights Agreement.

- 6.9 **Lease of Storage from Bureau Powerhead Space.** Notwithstanding the limitations set forth in Procedures 6.1 and 6.2, the Bureau may lease storage from its powerhead space for flow augmentation as identified in III.C.7 of the Mediator’s Term Sheet of the 2004 Snake River Water Rights Agreement.

PROCEDURE 7.0 IMPACTS

- 7.1 **Determination.** In any year in which the storage rights in the reservoir system do not fill, the Watermaster will determine the actual computed impacts to spaceholders, if any, associated with the prior year’s rentals and leases. In making this determination, the Watermaster will use a procedure which identifies the following:
- (a) What each computed reservoir fill would have been had the previous year’s rentals and leases not taken place;
 - (b) The storage space from which rented or leased storage was actually supplied for the previous year’s rental or lease; and
 - (c) The amount of storage each spaceholder’s current allocation was reduced by the previous year’s rental or lease activities.
- 7.2 **Milner Spill.** There are no computed impacts resulting from the previous and current year’s rentals or leases used prior to Milner spill ceasing when the use of those rentals or leases result in reducing the spill from the reservoir system prior to the current year’s Date of Allocation, as determined by the Watermaster.
- 7.3 **Impacts to Spaceholders resulting from all common pool, private leases, assignments, supplemental pool, and extraordinary circumstances pool rentals.** To avoid impacts to spaceholders caused by rental pool storage provided under Procedures 5, 6, 8, 9.3, 10, and 11 in years when storage is not spilled past Milner, the supplying spaceholder’s storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply previous year leases, assignments, and rentals. If the amount of storage in the reservoir system exceeds the amount necessary to allocate 100% fill to space that wasn’t evacuated to supply leases, assignments, and rentals but is insufficient to allocate 100% fill to all system spaceholders, allocations to lessors’, assignors’, and other space shall occur in the following priorities:
- (a) Storage supplied under Procedure 5. This reallocation will only occur in the year following the supply of storage.
 - (b) Assigned rental under Procedure 10.0, extraordinary circumstances rental under Procedure 11.0, private leases above Milner under Procedures 6.0 and 9.3, and IWRB storage used for mitigating minimum flows at Murphy under Procedure 6.7. This reallocation will only occur in the year following the lease of storage.
 - (c) Bureau uncontracted storage under Procedure 6.8 until the lessor’s affected space fills.
 - (d) Supplemental Pool leases under Procedure 8.0 until the lessor’s affected space refills.
 - (e) Bureau Powerhead storage under Procedure 6.9 shall be the last space to refill after all other space in reservoirs in Water District 1 until the lessor’s affected space fills as identified in III.C.7.c. of the Mediator’s Term Sheet of the 2004 Snake River Water Rights Agreement.
- 7.4 **Impacts to non-participants resulting from common pool rentals.** To avoid impacts to non-participant storage allocations caused by rental pool storage provided under Procedure 5 in years when storage is not spilled past Milner, the supplying participant’s storage allocation shall be reduced to

ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply common pool rentals.

PROCEDURE 8.0. SUPPLEMENTAL POOL

- 8.1 **Purpose.** To provide a voluntary mechanism for the lease of storage water to a participant below Milner for hydropower generation within the state of Idaho when storage water supplies, as a result of hydrologic, climate and other conditions, are sufficient to satisfy above Milner uses and Water District 01 commitments for flow augmentation. A supplemental pool shall be created in order to mitigate for computed impacts associated with leases below Milner, consistent with the Idaho Water Resource Board's policy to establish an effective water marketing system consistent with state law and assuring the protection of existing water rights while accommodating the purchase, lease or conveyance of water for use at Idaho Power's hydroelectric facilities, including below Milner Dam.
- 8.2 **Annual Authorization.** In order to provide the opportunity to lease water to generate funding of aging infrastructure projects without impacting individual spaceholder fill, storage may be leased through the Supplemental Pool for the purposes described herein. However, no storage may be leased through the supplemental pool until the Committee on or after April 1 of each year authorizes use of the pool and the Committee is satisfied that the goals and terms of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement are met to provide sufficient flow augmentation supplies for the year or that storage to be released past Milner will count toward flow augmentation.
- (a) Mitigation Inc. shall have the right to lease up to the first 10,000 ac-ft of supplemental pool storage under Procedure 8.0, as approved annually by the Committee. Mitigation Inc. shall provide to the Committee a report summarizing the expenditure of revenue from the annual lease(s) by December 31, 2023. If the Committee determines that the preference granted Mitigation Inc. is no longer justified, the Committee may terminate said preference. The preference granted Mitigation Inc. pursuant to this Procedure shall sunset on December 31, 2029. The 10,000 ac-ft preference shall only be applied once per year.
- (b) Additional leases of storage in excess of the amount provided in Procedure 8.2(a) may be authorized annually by the Committee pursuant to Procedure 8.0. Mitigation Inc. shall be permitted to supply a pro-rata share of any additional amount made available to the supplemental pool exceeding the initial 10,000 ac-ft in Procedure 8.2(a). If Mitigation Inc. does not supply storage pursuant to Procedure 8.2(a), Mitigation Inc. shall be permitted to supply a pro-rata share of its storage to the supplemental pool along with other spaceholders supplying storage to the supplemental pool.
- 8.3 **Quantity and Price Determinations.**
- 8.3.101 The maximum quantity of storage authorized to be leased through the supplemental pool shall be determined annually by the Committee taking into account the advice and recommendation of the Rental Pool Subcommittee, together with current and forecasted hydrological conditions and estimated demand on the rental pool for above Milner uses.
- 8.3.102 *Price Determination.* The Committee shall authorize the leasing of water, including price pursuant to Procedure 8 after taking into account spaceholder needs and current market conditions for power generation. There shall be added to the rental price the board surcharge and a \$1.50 per acre-foot administrative fee associated with the development and implementation of the supplemental pool, assessed on the total quantity of storage set forth in any lease application approved or conditionally approved under Procedure 8.4.
- 8.3.103 *Subsequent Quantity and Price Determinations.* If within the same accounting year, the Committee subsequently determines based on the criteria set forth in Procedure 8.3.101 that additional opportunities exist for utilizing the use of water within Idaho through the

supplemental pool consistent with Procedure 8.1, it shall designate such additional maximum quantity authorized to be leased through the supplemental pool and identify a separate lease price for such additional quantity pursuant to Procedure 8.3.102.

8.4 **Application to Lease Storage from the Supplemental Pool.**

8.4.101 Applications to lease storage from the supplemental pool for hydropower purposes shall be made upon forms approved by the Watermaster and shall include:

- (a) The amount of storage sought to be rented;
- (b) The rental price with associated fees as identified by the Committee under Procedure 8.3.102; and
- (c) The deadline for the Applicant to receive delivery of water through the Supplemental Pool.

8.4.102 *Application Acceptance.* Applications are not deemed accepted until received by the Watermaster together with the appropriate fees required under Procedure 8.4.101.

8.4.103 *Application Approval.* An application accepted under Procedure 8.4.102 shall be approved after the Watermaster has determined that the application is in compliance with these procedures and sufficient storage will be available from the supplemental pool to provide the quantity requested in the application; provided, however, if the date of publication has not yet occurred, approval of the application shall be conditioned on the ability of spaceholders who have contracted to rent storage through the supplemental pool to have a sufficient storage allocation during the accounting year to satisfy their contracts approved under Procedure 8.5.104. Upon approval or conditional approval of the application, the fees collected from the applicant shall be non-refundable to the extent of the total quantity of storage approved or conditionally approved in supplemental pool lease contract(s) under Procedure 8.5.104. The Watermaster shall provide notice of such approval.

8.4.104 *Deadline for Accepting Applications.* All applications to rent storage from the supplemental pool must be accepted by the Watermaster pursuant to Procedure 8.4.102 not later than November 30 in order for the storage identified in such applications to be accounted for as having been diverted as of November 30 of the same year. Applications accepted after November 30 will be accounted for from storage supplies in the following calendar year, unless an exception is granted by the Rental Pool Subcommittee.

8.5 **Supplemental Pool Supply.**

8.5.101 *Notice to Spaceholders of Opportunity to Consign Storage through the Supplemental Pool.* The Watermaster shall provide notice of the supplemental pool on the Water District 1 website, which shall include the following information:

- (a) The maximum quantity of storage authorized to be rented through the supplemental pool;
- (b) The rental process, including price and deadlines as authorized by the Committee;
- (c) Instructions for spaceholders interested in consigning storage through the supplemental pool, including instructions for executing a standardized supplemental pool rental contract; and
- (d) The deadline, as set by the Committee, for the Watermaster to receive supplemental pool rental contracts from spaceholders interested in consigning storage through the supplemental pool.

8.5.102 *Supplemental Pool Rental Contracts.* Spaceholders interested in consigning storage through the supplemental pool shall execute a standardized supplemental pool rental contract, which shall be provided by the Watermaster and include provisions for the following:

- (a) Limit eligibility to consign storage through the supplemental pool only to spaceholders who qualify as participants under Procedure 2.29;
- (b) The quantity sought to be consigned by the spaceholder may be any amount, except that the total amount of storage consigned pursuant to Procedure 8 may not exceed either the maximum quantity set by the Committee under Procedure 8.3.101 or 10% of the spaceholder's total reservoir system space, unless an exception is approved by the Rental Pool Subcommittee;
- (c) The 10% limitation described in 8.5.102(b) does not apply to the first 10,000 ac-ft supplied by Mitigation Inc. under Procedure 8.2(a);
- (d) The quantity actually consigned by the spaceholder may be reduced depending upon the number of spaceholders who elect to consign storage through the supplemental pool as provided in Procedure 8.5.103;
- (e) That, in the event the spaceholder elects to sign a standard pool rental contract before the date of publication, the spaceholder assumes the risk that its storage allocation may be less than the spaceholder anticipated; and
- (f) Notice to the spaceholder that if the spaceholder's consignment through the supplemental pool causes computed impacts, the mitigation required under Procedure 8.7 will result in an amount of the spaceholder's space, not to exceed the quantity of storage consigned by the spaceholder, being assigned a junior priority which may not fill for multiple consecutive years, an accounting commonly referred to as "last to fill."

8.5.103 *Distribution of Storage to the Supplemental Pool.* If, following the deadline for receipt of executed supplemental pool rental contracts, the Watermaster determines that the total quantity of storage sought to be consigned through the supplemental pool exceeds the quantity limitation established under Procedure 8.3, then the Watermaster shall reduce the quantity of each supplemental pool rental contract to a pro rata share based on the amount of storage sought to be consigned by each spaceholder. The Watermaster shall amend the supplemental pool rental contract(s) to reflect any reduced quantity required by this provision.

8.5.104 *Rental Contract Approval.* Following receipt of a supplemental pool rental contract, the Watermaster shall determine whether the contract is in compliance with these procedures, and, if so, shall approve the same; provided, however, if the date of publication has not yet occurred, approval of the contract shall be conditioned on the spaceholder having a sufficient storage allocation during the accounting year to satisfy the contract.

8.6 **Notice of Contract Approval and Payment to Consignors.** The consignors shall receive one-hundred percent (100%) of the lease price apportioned according to the quantity of storage each spaceholder consigned through the supplemental pool. The Watermaster shall notify spaceholder(s) who submitted supplemental pool rental contracts of the approved amount and distribute the funds to the lessors within 30 days following approval or conditional approval of an application under Procedure 8.4.103 and rental contract approved under Procedure 8.5.104.

8.7 **November 1 Carryover Unaffected.** For purposes of determining the amount of storage available for flow augmentation under Procedure 5.2.104, storage leased through the supplemental pool shall not affect the November 1 carryover quantity on Table 1.

PROCEDURE 9.0 STORAGE ALLOCATED TO PALISADES WATER USERS, INC. (PWUI)

- 9.1 **Background and Purpose.** PWUI is an entity originally organized at the specific request of the Bureau to group, under one entity, all individual water users who applied for an allocation of Palisades Reservoir storage because Reclamation's policy at that time was that it would not enter into repayment contracts with individual water users. PWUI does not own natural flow water rights, has no designated service area, and does not own a water delivery system. Instead, PWUI shareholders call for delivery of water allocated to their shares through their own delivery systems or the systems of other irrigation entities and have historically been able to change the location of PWUI storage deliveries upon simple notification to the District. The shares do not describe specific property where storage allocated to such shares are used. One share of PWUI stock is equivalent to one acre-foot of PWUI space in Palisades Reservoir, and allocations of water to PWUI shareholders are made upon that basis. The provisions of Procedure 9.0 are included herein to clarify, between PWUI and the District, how to properly categorize the delivery of PWUI storage to various points of delivery.
- 9.2 **Delivery of PWUI Storage Water.** Storage allocated to PWUI shares shall not be considered a private lease under Procedure 6 in the following circumstances:
- 9.2.101 The delivery of storage to an irrigation delivery system where the PWUI shareholder has an ownership interest or leasehold interest in property capable of receiving delivery of water through such system.
 - 9.2.102 The delivery of storage allocated to a PWUI shareholder which is assigned to another PWUI shareholder for an amount up to the assignee's unfilled PWUI allocation for the Accounting Year.
 - 9.2.103 The delivery of storage allocated to PWUI's treasury stock provided to a PWUI shareholder.
- 9.3 **Private Leases of PWUI Storage Water.** Storage allocated to PWUI shares shall be considered a private lease under Procedure 6 and subject to impacts under Procedure 7.3 in the following circumstances:
- 9.3.101 The delivery of storage allocated to PWUI's treasury stock provided to a non-PWUI shareholder for any purpose.
 - 9.3.102 The delivery of storage allocated to a PWUI shareholder which is assigned to another PWUI shareholder for an amount more than the assignee's unfilled PWUI allocation for the Accounting Year.
 - 9.3.103 The delivery of storage allocated to a PWUI shareholder provided to a non-PWUI shareholder for any purpose.
 - 9.3.104 The delivery of storage to a PWUI shareholder which is used for recharge.
- 9.4 **Applicability of Procedure 5.4 To PWUI Storage.**
- 9.4.101 Procedure 5.4 shall apply to private leases of PWUI storage described in Procedure 9.3.101.
 - 9.4.102 Subject to Procedure 9.4.103, the Committee hereby grants PWUI an exception from the provisions of Procedure 5.4 such that PWUI shall not be prohibited from leasing water from the Common Pool because of private leases by PWUI shareholders under Procedures 9.3.102 through 9.3.104.
 - 9.4.103 Water leased from the Common Pool by PWUI under Procedure 9.4.102 shall not be allocated to or used by PWUI shareholders who engage in private leases described under Procedures 9.3.102 through 9.3.104.

- 9.5 **Allocation of Impacts to PWUI.** The allocation of impacts described in Procedure 7.3 of these procedures for private leases described under Procedure 9.3 shall be made to PWUI as the spaceholder. PWUI shall thereafter internally allocate the impacts to the individual PWUI shareholders who participate in private leases described under Procedures 9.3.102 through 9.3.104.
- 9.6 **Information Provided to District.** PWUI shall provide sufficient information to the District to allow the District to verify PWUI's characterization of the assignment of PWUI storage under Procedure 9.0.
- 9.7 **Assignment of PWUI Shares to Canal Headings.** PWUI shareholders shall assign its shares to the canal heading where such PWUI shareholder is most likely to request delivery of storage. Water District 1 shall only account for the delivery of PWUI storage when (1) notified by the PWUI shareholder that such shareholder is taking delivery of storage through a canal; or (2) the manager of a canal reports the delivery of PWUI storage to Water District 1.

PROCEDURE 10.0 ASSIGNMENT POOL

- 10.1 **Purpose.** To provide a voluntary mechanism for participating spaceholders to assign a portion of their storage allocation to be made available for flow augmentation rentals below Milner and also to be made available for other rentals diverted above Milner, including storage rental conveyance and/or exchanges of storage from Water District #1 to other water district diversions that are not regulated by the Water District #1 Watermaster.
- 10.2 **Assignors.** Any participant may assign storage. An assignment of storage shall be made in writing on forms approved by the Watermaster.
- 10.3 **Limitations.** A participant may not assign storage and rent storage from the common pool in the same accounting year unless an exception is granted by the Rental Pool Subcommittee. Non-participating spaceholders may not rent storage from the assignment pool.
- 10.4 **Distribution of Assigned Storage.**
- 10.4.101 *Dates of assignment.* Storage assigned by participants on or before June 1 shall be rented on a pro-rata basis until all such storage assigned by June 1 has been purchased. Storage assigned from June 2 through November 30 shall be rented to purchasers after all storage assigned by June 1 has been rented and shall be distributed in the order assignments are received by the District. For example, all storage assignments received on June 2 shall be rented in their entirety before storage assigned on June 3, and all storage assignments received on June 3 will be rented in their entirety before storage assignments received on June 4, and so on.
- 10.4.102 *Payment to Assignors.* Each participant assigning storage on or before June 1 shall be paid a pro-rata share of all net proceeds for assignment pool rental until 100% of the storage assigned on or before June 1 has been rented. Each participant assigning storage after June 1 shall receive 100% of the net price for any of their assigned storage rented.

- 10.4.103 *Rental Approval and Priority.* Applications to purchase assigned storage may be submitted at any time after April 5 but will not be approved until beginning June 2. If total applications exceed total assignments on June 1, applications will be approved according to the following priorities:
- (a) *First Priority.* Rental for flow augmentation pursuant to Procedure 10.6.
 - (b) *Second Priority.* Water users that have purchased rental or leased storage from the Water District #1 Rental Pool for purposes above Milner in years prior to 2019.
 - (c) *Third Priority.* All other applicants to purchase assigned storage diverted for purposes above Milner.

If the assignment supply is insufficient to satisfy all purchase applications in a priority, applications in that priority shall be approved in the order they were received on or before June 1. Applications to purchase assigned storage received after June 1 will be approved in the order received after all purchase applications received on or before June 1 have been satisfied and remaining assigned storage is available to satisfy purchase applications received after June 1.

- 10.4.104 *Assignor Payments and Return of Unrented Assignment Storage.* Assignors will be paid the total amount of rental prices collected for assignment rentals. Any unrented assigned storage will be returned to assignors' carryover at the end of the year.

- 10.4.105 *Timing of Payments.* Payments will be made to assignors in December of the year in which proceeds were collected.

- 10.5 **Applications to Purchase Assigned Storage for Uses above Milner.** Applications to rent storage from the assignment pool shall be made in writing on forms approved by the Watermaster.

- 10.6 **Rental Supplied for Flow Augmentation.** If the storage supplied from Table 1 for flow augmentation is insufficient to meet the needs described in the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement, the Committee has approved providing extraordinary circumstances rental under Procedure 11.0, and the supply for the extraordinary circumstances pool is insufficient to provide the entire request from the Bureau, any remaining requested amount not supplied by the extraordinary circumstances pool shall come from the available assignment pool supply according to the priorities described in Procedure 10.4.103.

10.7 **Rental Prices for Assigned Storage**

- 10.7.101 *Tier 5.* If the storage system fills, the rental price for purposes above Milner shall be \$35.00 per acre-foot.

- 10.7.102 *Tier 6.* If the storage system does not fill but storage is provided for flow augmentation pursuant to Procedure 5.2.104, the rental price for purposes above Milner shall be \$45.00 per acre-foot.

- 10.7.103 *Tier 7.* If the storage system does not fill and no flow augmentation water is provided pursuant to Procedure 5.2.104, the rental price for purposes above Milner shall be \$55.00 per acre-foot.

- 10.7.104 *Determination of Tier 5, 6, or 7 Rental Price:* Unless the storage system has filled, the Watermaster shall designate on or before April 5 either Tier 6 or Tier 7 as the rental price for above-Milner rentals. If at any time during the same accounting year, the storage system should subsequently fill, the Watermaster shall designate Tier 5 as the rental price for above-Milner rentals and refund any excess rental fees within 30 days after the date of publication.

10.7.105 *Tier 8:* The rental price for storage rented for flow augmentation shall be \$19.73 per acre-foot.

10.7.106 *Storage System Fill.* The storage system is considered full when all storage rights are filled, including last to fill space, in Jackson Lake, Palisades (except for powerhead), American Falls, and Island Park except for powerhead.

10.7.107 *Fees & Surcharges.* There shall be added to the rental price for all rentals the Board surcharge and \$1.30 administrative fee, resulting in the following summed amounts charged for assignment pool rentals for the various tiers described in Procedures 10.7.101 through 10.7.105:

(a) Tier 5: $\$35.00 + \$3.50 + \$1.30 = \39.80

(b) Tier 6: $\$45.00 + \$4.50 + \$1.30 = \50.80

(c) Tier 7: $\$55.00 + \$5.50 + \$1.30 = \61.80

(d) Tier 8: $\$19.73 + \$1.97 + \$1.30 = \23.00

10.8 **Application Approval and Deliveries to Diversions in Water Districts other than Water District #1.** Applications submitted with the appropriate forms, rental prices, fees, and surcharges for purchasing assignment pool storage shall be approved according to Procedure 10.4.103 as assignment pool storage becomes available. However, application approval does not guarantee delivery and/or exchange of assignment pool storage to diversions that are not measured or regulated by Water District #1 unless the daily diversion of rental storage is reported by the Watermasters of those districts to the Water District #1 Watermaster to facilitate the proper accounting of storage rental exchanges and deliveries to water districts outside of Water District #1.

10.9 **Rental Refunds.** Funds collected for approved rental applications will not be refunded regardless of whether or not the rental storage was used by the assignee. Applications that were not approved, or a written request to withdraw the application prior to its approval is received by the district from the applicant, shall have their application monies refunded in December of the year in which the proceeds are collected.

PROCEDURE 11.0 EXTRAORDINARY CIRCUMSTANCES POOL

11.1 **Purpose.** To provide flow augmentation rentals in excess of the amount provided in Procedure 5.2.104, upon a request by the Bureau for additional Water District 1 rentals consistent with the terms of the 2004 Snake River Agreement and these Procedures to further flow augmentation reliability as modeled in the 2007 Biological Assessment, the Committee shall consider making available a greater amount of storage rental if it determines on or before July 1 that extraordinary circumstances justify an additional amount of storage be made available for flow augmentation and existing uses (legal and equitable title to storage rights) are protected consistent with the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement. The Bureau and Committee will also consider on years when Milner spill occurs, the preservation of Uncontracted and Powerhead storage for use in subsequent years; provided, the Bureau exercises sole discretion over whether to use storage in its Uncontracted and Powerhead space for flow augmentation, so long as such use is consistent with the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement and applicable law.

11.2 **Quantity.** The maximum quantity of storage authorized to be leased through the extraordinary circumstances pool shall be determined annually by the Committee taking into account the advice and

recommendation of the Rental Pool Subcommittee, together with current and forecasted hydrological conditions and estimated demand on the rental pool for above Milner uses.

11.3 **Price, Fees, & Surcharges.** The rental price for storage rented for flow augmentation shall be \$19.73 per acre-foot plus a \$1.97 Board surcharge plus a \$1.30 administrative fee, resulting in a total \$23.00 per acre-foot charge.

11.4 **Extraordinary Circumstance Pool Supply.**

11.4.101 *Notice to Spaceholders of Opportunity to Consign Storage through the Extraordinary Circumstance Pool.* The Watermaster shall provide notice of the extraordinary circumstance pool on the Water District 1 website, which shall include the following information:

- (a) The maximum quantity of storage authorized to be rented through the extraordinary circumstance pool;
- (b) The rental supply deadline as authorized by the Committee;
- (c) Instructions for spaceholders interested in consigning storage through the extraordinary circumstance pool, including instructions for executing a standardized circumstance pool rental contract; and
- (d) The deadline, as set by the Committee, for the Watermaster to receive extraordinary circumstance pool rental contracts from spaceholders interested in consigning storage through the extraordinary circumstance pool.

11.4.102 *Extraordinary Circumstance Rental Contracts.* Spaceholders interested in consigning storage through the extraordinary circumstance pool shall execute a standardized extraordinary circumstance pool rental contract, which shall be provided by the Watermaster and include provisions for the following:

- (a) Limit eligibility to consign storage through the extraordinary circumstance pool only to spaceholders who qualify as participants under Procedure 2.29;
- (b) The quantity sought to be consigned by the spaceholder may be any amount, except that the total amount of storage consigned pursuant to Procedure 11 may not exceed either the maximum quantity set by the Committee under Procedure 11.2 or 10% of the spaceholder's total reservoir system space, unless an exception is approved by the Rental Pool Subcommittee;
- ~~(c)~~ The quantity actually consigned by the spaceholder may be reduced depending upon the number of spaceholders who elect to consign storage through the extraordinary circumstance pool as provided in Procedure 11.4.103;
- ~~(d)~~ That, in the event the spaceholder elects to sign a standard pool rental contract before the date of publication, the spaceholder assumes the risk that its storage allocation may be less than the spaceholder anticipated; and
- ~~(e)~~ Notice to the spaceholder that if the spaceholder's consignment through the extraordinary circumstance pool causes computed impacts, the mitigation required under Procedure 7 will result in an amount of the spaceholder's space, not to exceed the quantity of storage consigned by the spaceholder, being assigned a junior priority, an accounting commonly referred to as "last to fill."

11.4.103 *Distribution of Storage to the Extraordinary Circumstance Pool.* If, following the deadline for receipt of executed extraordinary circumstance pool rental contracts, the Watermaster determines that the total quantity of storage sought to be consigned through the extraordinary circumstance pool exceeds the quantity limitation established under Procedure 11.2, then the Watermaster shall reduce the quantity of each extraordinary circumstance pool rental contract to a pro rata share based on the amount of storage sought to be consigned by each spaceholder. The Watermaster shall amend the extraordinary

circumstance pool rental contract(s) to reflect any reduced quantity required by this provision.

11.4.104 *Rental Contract Approval.* Following receipt of an extraordinary circumstance pool rental contract, the Watermaster shall determine whether the contract is in compliance with these procedures, and, if so, shall approve the same; provided, however, if the date of publication has not yet occurred, approval of the contract shall be conditioned on the spaceholder having a sufficient storage allocation during the accounting year to satisfy the contract.

11.5 **Notice of Contract Approval and Payment to Consignors.** The consignors shall receive the lease price apportioned according to the quantity of storage each spaceholder consigned through the extraordinary circumstance pool. The Watermaster shall notify spaceholder(s) who submitted extraordinary circumstance pool rental contracts of the approved amount and distribute the funds to the lessors within 30 days following receipt of payment from the Bureau pursuant to approval or conditional approval of a request under Procedure 11.1 and the rental contract approved under Procedure 11.4.104.

11.6 **Using Extraordinary Circumstances Pool Supply for Flow Augmentation Ahead of Assignment Pool Supply.** If the amount supplied by participants to the extraordinary circumstance pool exceeds the amount requested by the Bureau for extraordinary circumstances rental, all extraordinary circumstances rental shall be supplied through the extraordinary circumstances pool. If the amount supplied by participants to the extraordinary circumstance pool is less than the amount requested by the Bureau for extraordinary circumstances rental, the extraordinary circumstance rental shall be first supplied by the extraordinary circumstance pool and any remaining amount of extraordinary circumstance rental shall be supplied from the amount available to flow augmentation in the assignment pool pursuant to Procedure 10.

APPENDIX

TABLE 1: Water District 1 Flow Augmentation Rental Chart						
October 31st Midnight Carryover 1000s AF		April 1 to Sept 30 Heise Forecast (1000s AF)				
		0 to 2,919	2,920 to 3,449	3,450 to 4,207	4,208 to 5,041	5,042 or greater
0 - 599	0	0	0	150000	185000	
600 - 899	0	0	60000	150000	185000	
900 - 1499	0	60000	60000	150000	185000	
1500 - 2099	0	100000	150000	185000	185000	
2100 - 2599	0	100000	150000	205000	205000	
2600 - 2999	0	185000	185000	205000	205000	
3000 - 3199	60000	185000	185000	205000	205000	
> 3199	100000	185000	185000	205000	205000	

WATER DISTRICT #1 RENTAL POOL
APPLICATION TO RENT STORAGE FROM THE COMMON POOL SUPPLY

_____ (applicant) hereby requests to rent _____ (acre-feet) of storage from the Water District #1 Rental Pool with the enclosed rental fees of \$_____ for the irrigation season 20____. **Rental ~~may not exceed 100 acre-feet and~~ volume must comply with Procedure 5.2.103 and may not be for groundwater-pumping mitigation or for recharge purposes.** The acceptance and approval of this rental request by the Water District #1 Watermaster is subject to the adopted Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765.

Description of Point of Diversion:

Name of River or Stream from which rental is diverted: _____
Canal or Pump Name & location: _____
Purpose of Use description: _____
Place of Use description: _____
Water Right Appurtenant to Lands: _____

Applicant Signature and Address:

Print Name: _____
Signature: _____ Date: _____
Address: _____
_____ Phone: _____

If the applicant is applying to rent storage to be conveyed through a canal to the applicant's point of diversion, pursuant to ProcedureRule 5.2.103, the applicant must submit written consent from the canal operator to have the rental storage delivered through the canal.

Canal Operator Name and Title: _____
Canal Operator Consent Signature: _____

=====
(official use only)

Date Lease Accepted by WD1 Watermaster: _____

Water District 1 Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL
APPLICATION TO RENT STORAGE FROM THE ASSIGNMENT POOL SUPPLY

_____ (applicant) hereby requests to rent _____ (acre-feet) of storage from the Water District #1 Rental Pool with the enclosed rental fees of \$_____ for the irrigation season 20____. The acceptance and approval of this rental request by the Water District #1 Watermaster is subject to the adopted Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765.

Description of Point of Diversion:

Name of River or Stream from which rental is diverted: _____

Canal or Pump Name & location: _____

Place of Use description: _____

Water Right Appurtenant to Lands: _____



~~If the application is for irrigation purposes, the~~ The Applicant, by checking this box, certifies that the ~~place-of-use for this leased storage has a primary irrigation water right appurtenant to said land and was legally irrigated prior to the 2019 Irrigation year...or...had approved storage rentals or private leases applied to this place-of-use in any year from 2006 through 2018.~~ use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet these conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the rental storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this application agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of rental diverted by the diversion during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.107, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Applicant Signature and Address:

Print Name: _____

Signature: _____ Date: _____

Address: _____

_____ Phone: _____

=====

(official use only)

| Date Application Accepted by WD1 Watermaster: _____

| Application Approved by WD1 Watermaster: _____ YES _____ No

| Water District 1 Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

_____ (lessor) agrees to lease _____ acre-feet of storage to _____ (lessee) for the 20____ irrigation season at a price of \$_____ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: _____

Canal or Pump Name and location: _____

Place of Use description: _____

Water Right Appurtenant to Lands: _____

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$2.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.

If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.107, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Lessor Signature

Date

Title, Canal Company

Lessee Signature

Date

Canal Company or Diversion Name

=====

(official use only)

Date Lease Accepted by WD1 Watermaster: _____

WD1 Watermaster Signature: _____

**WATER DISTRICT #1 RENTAL POOL
ONE-PARTY PRIVATE LEASE AGREEMENT FOR GROUNDWATER RECHARGE**

The _____ (district,company/spaceholder) agrees to lease _____ acre-feet of its 20__ storage allocation at a price of \$ 0.00 according to the rules and regulations contained in the Water District #1 Rental Pool Procedures. The reason for the lease is to change the storage purpose-of-use from irrigation to groundwater recharge. The lessor desires to have this lease commence on _____(date) and end on _____(date) with the leased storage water diverted at _____ (canal headgate name or diversion number).

A \$~~1.302.30~~ per acre-foot administrative fee must be received by Water District #1 with this lease agreement prior to its approval.

If the reservoir storage system fails to fill in the season following the lease, and the failure to fill is a result of the reservoir space evacuated to provide for the lease, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.

Lessor Signature

Date

Title, Canal Company

=====
(official use only)

| Date Lease Accepted by WD1 Watermaster: _____

| Water District 1 Watermaster Signature: _____

**WATER DISTRICT #1 RENTAL POOL
APPLICATION FOR SPACEHOLDER TO ASSIGN STORAGE TO THE ASSIGNMENT POOL SUPPLY**

_____ (applicant) holds certain storage entitlements in Upper Snake reservoirs for the primary purpose of irrigation. Based upon evaluation of potential needs for the current year, we have determined that a portion of our storage supply will not be required for our primary purpose of irrigation. We therefore wish to assign _____ acre-feet of water/space to the Water District #1 Rental Pool supply for the irrigation year 20____. We understand that the rental of this water is subject to the adopted Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765.

Signed this _____ day of _____, 20_____.

Print Assignor Name and Title: _____

Assignor Signature: _____

Assignor Address: _____

=====

(official use only)

| Date Assignment Accepted by WD1 Watermaster: _____

| Water District 1 Watermaster Signature: _____

STANDARD SUPPLEMENTAL RENTAL POOL LEASE CONTRACT

THIS AGREEMENT, Entered this _____ day of _____ (month), by and between _____, of _____, (name of spaceholder) _____, (address)

Hereinafter called “Lessor” and, **WATER DISTRICT 01, on behalf of the COMMITTEE OF NINE RENTAL POOL**, of 900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402, hereinafter called the “Rental Pool”, Lessor agrees to make available for lease below Milner in the Committee of Nine’s Supplemental Pool the total sum of _____ acre-feet of Lessor’s storage water accrued to Lessor’s storage space owned by Lessor within Water District 01 (hereinafter “Authorized Acre Feet”). Lessor shall authorize its Authorized Acre Feet to be leased for not less than a net lease price to Lessor of \$_____ per acre foot.

WITNESSETH:

Whereas, the Committee of Nine has adopted Procedure 8 to its Rental Pool Procedures which sets forth the terms and conditions under which Lessor may contract with the Rental Pool in order to lease a certain set amount of Lessor’s accrued storage in any given year where Lessor is a “participant” under the Rental Pool Procedures and where the Rental Pool has officially authorized storage water to be leased below Milner Dam pursuant to said Procedures 7.3 and 8 in a Supplemental Rental Pool; and

Whereas, notice has been provided to all spaceholders of the Committee of Nine’s approval of a Supplemental Rental Pool for the calendar year _____; and

Whereas, Lessor has read and understands the terms and conditions of Procedures 7.3 and 8 of the Rental Pool Procedures; and

Whereas, notwithstanding the restrictions on refill required in Procedure 7.3 of the Rental Pool Procedures, Lessor is nevertheless willing to lease Lessor’s accrued storage water below Milner Dam in the amounts specifically described below.

Now Therefore, it is understood and agreed:

1. This Standard Supplemental Rental Pool Lease Contract (hereinafter “Lease Contract”) is governed by the current Water District 01 Rental Pool Procedures including Procedures 7.3 and 8.

2. Lessor hereby agrees and represents that it is a participant pursuant to the definition of “participant” within the Rental Pool Procedures.

3. Pursuant to the Rental Pool Procedures and particularly pursuant to Procedure 8 of said Procedures, the Rental Pool is hereby authorized to enter into a contract with Idaho Power Company (hereinafter “IPCO”) to lease up to the full amount of Lessor’s Authorized Acre Feet.

4. Lessor understands and agrees that the amount of its storage water leased up to Lessor’s Authorized Acre Feet, as well as the net price to be paid to Lessor, is fully governed by Procedure 8 of the Rental Pool Procedures and the price negotiated with IPCO by the Rental Pool.

5. Lessor agrees that upon execution of this Lease Contract, Lessor shall not be entitled to withdraw or reduce Lessor's Authorized Acre Feet of storage water and the Rental Pool shall be fully authorized to enter into a subsequent lease with IPCO which shall assign to IPCO up to the total Authorized Acre Feet of this Lease Contract along with other lessors and to allow IPCO to enforce the terms of this Lease Contract against Lessor for any default caused by Lessor. It is being understood and agreed that the Rental Pool shall be authorized to release Lessor's Authorized Acre Feet of storage water to IPCO at any time requested by IPCO, at its option, provided that proper payment is made to the Rental Pool and the release date requested is timely made during the calendar year in which the lease occurs according to the Rental Pool Procedures and the Watermaster of Water District 01.

6. In the event either party hereto shall be required to employ an attorney for the enforcement of this Lease Contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. This shall include the costs incurred by either party to send any default notice to a defaulting party.

7. This Lease Contract is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns (including those rights to be assigned to IPCO as provided above).

8. This Lease Contract shall be governed by and interpreted under the laws of the State of Idaho.

9. This Lease Contract, related Rental Pool Procedures and the intended subsequent lease with IPCO specifically contemplated by this Lease Contract constitute and contain the entire agreement of the parties and supersedes and merge all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

IN WITNESS WHEREOF, the parties have executed this Lease Contract.

“LESSOR”

(Lessor's Signature, Title)

(Canal Name or Spaceholder)

“RENTAL POOL”

Approved Amount: _____

By: Craig Chandler

Water District 1

Watermaster

STANDARD EXTRAORDINARY CIRCUMSTANCES RENTAL POOL LEASE CONTRACT

THIS AGREEMENT, Entered this _____ day of _____ (month), by and
Between _____, of _____,
(name of spaceholder) *(address)*
hereinafter called “Lessor” and, **WATER DISTRICT 01, on behalf of the COMMITTEE
OF NINE RENTAL POOL**, of 900 N. Skyline Drive, Suite A, Idaho Falls, Idaho 83402,
hereinafter called “Rental Pool”, Lessor agrees to make available for lease below Milner in the
Committee of Nine’s Extraordinary Circumstances Pool the total sum of _____ acre-feet of
Lessor’s storage water accrued to Lessor’s storage space owned by Lessor within Water District
01 (hereinafter “Authorized Acre-Foot”). Lessor shall authorize its Authorized Acre Feet to be
leased for not less than a net lease price to Lessor of \$_____ per acre-foot.

WITNESSETH

Whereas, the Committee of Nine has adopted Procedure 11 to its Rental Pool Procedures which sets forth the terms and conditions under which Lessor may contract with the Rental Pool in order to lease a certain set amount of Lessor’s accrued storage in any given year where Lessor is a “participant” under the Rental Pool Procedures and where the Rental Pool has officially authorized storage water to be leased below Milner Dam pursuant to said Procedures 7.3 and 11 in an Extraordinary Circumstances Rental Pool; and

Whereas, notice has been provided to all spaceholders of the Committee of Nine’s approval of an Extraordinary Circumstances Rental Pool for the calendar year _____; and

Whereas, Lessor has read and understands the terms and conditions of Procedures 7.3 and 11 of the Rental Pool Procedures; and

Whereas, notwithstanding the restrictions on refill required in Procedure 7.3 of the Rental Pool Procedures, Lessor is nevertheless willing to lease Lessor’s accrued storage water below Milner Dam in the amounts specifically described below.

Now Therefore, it is understood and agreed:

1. This Standard Extraordinary Circumstances Rental Pool Lease Contract (hereinafter “Lease Contract”) is governed by the current Water District 01 Rental Pool Procedures including Procedures 7.3 and 11.

2. Lessor hereby agrees and represents that it is a participant pursuant to the definition of “participant” within the Rental Pool Procedures.

3. Pursuant to the Rental Pool Procedures and particularly pursuant to Procedure 11 of said Procedures, the Rental Pool is hereby authorized to enter into a contract with United States Bureau of Reclamation (hereinafter “USBR”) to lease up to the full amount of Lessor’s Authorized Acre Feet.

4. Lessor understands and agrees that the amount of its storage water leased up to Lessor’s Authorized Acre Feet, as well as the net price to be paid to Lessor, is fully governed by Procedure 11 of the Rental Pool Procedures.

5. Lessor agrees that upon execution of the Lease Contract, Lessor shall not be entitled to withdraw or reduce Lessor's Authorized Acre Feet of storage water and the Rental Pool shall be fully authorized to enter into a subsequent lease with USBR which shall assign to USBR up to the total Authorized Acre Feet of this Lease Contract along with other lessors and to allow USBR to enforce the terms of this Lease Contract against Lessor for any default caused by Lessor. It is being understood and agreed that the Rental Pool shall be authorized to release Lessor's Authorized Acre Feet of storage water to USBR at any time requested by USBR, at its option, provided that proper payment is made to the Rental Pool and the release date requested is timely made during the calendar year in which the lease occurs according to the Rental Pool Procedures and the Watermaster of Water District 01.

6. In the event either party hereto shall be required to employ an attorney for the enforcement of this Lease Contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. This shall include the costs incurred by either party to send any default notice to a defaulting party.

7. This Lease Contract is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns (including those rights to be assigned to USBR as provided above).

8. This Lease Contract shall be governed by and interpreted under the laws of the State of Idaho.

9. This Lease Contract, related Rental Pool Procedures and the intended subsequent lease with USBR specifically contemplated by this Lease Contract constitute and contain the entire agreement of the parties and supersedes and merge all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

IN WITNESS WHEREOF, the parties have executed this Lease Contract.

“LESSOR”

(Lessor's Signature, Title)

(Canal Name or Spaceholder)

“RENTAL POOL”

Approved Amount: _____

By: Craig Chandler
Water District 1 Watermaster

Memorandum

To: Mathew Weaver, IDWR Director
From: Mary Condon, WSB Program Coordinator
Date: March 12, 2025
Re: Payette River Basin Rental Pool Procedures

Enclosed with this memo are copies of the redline rental pool procedures and the final revised rental pool procedures, adopted by the Water District Advisory Committee of Water District 65 on March 11, 2025. Pursuant to Idaho Code § 42-1765 and the subsections of Rule 40 of the Water Supply Bank Rules (IDAPA 37.02.03.040), the Water District Advisory Committee of Water District 65 is the IWRB-appointed local committee to facilitate the lease and rental of stored water within the Payette River Basin Rental Pool.

The updates to the Water District 65 rental pool procedures revised in 2024 in summary are:

- Procedure 4.5 – Private Lease
 - Add deadline for application submittal
- Private Lease Application form
 - Add deadline for application
 - Add signature space for Watermaster acceptance upon approval
- Assignment of Storage to the Common Pool form
 - Change Year from “2024” to fillable “202_”

The above listed modifications to the Water District 65 Rental Pool procedures adequately address and meet the criteria required of rental pool procedures within WSB Rule 40 (IDAPA 37.02.03.040). Approval of the proposed procedures and application forms is recommended.

Attachment(s): Water District 65 - Adopted Revised Rental Pool Procedures
Water District 65 - Redline Revised Rental Pool Procedures

Rental Pool Procedures

WATER DISTRICT 65
RENTAL POOL PROCEDURES

Approved by the Committee on March 1~~1~~², 202~~2~~⁵~~4~~ to take effect immediately following approval by Director Weaver and the Idaho Water Resource Board. These procedures will be used for the 202~~2~~⁵~~4~~ season and seasons following or until new changes are approved.

Rental Pool Procedures

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Rental Pool Procedures

WATER DISTRICT 65 RENTAL POOL PROCEDURES

PROCEDURE 1.0 LEGAL AUTHORITY

- 1.1 These procedures have been adopted pursuant to Idaho Code § 42-1765 and IDAPA 37.02.03.040 to assure orderly operation of the Water District 65 Rental Pool.
- 1.2 These procedures shall not be interpreted to limit the authority of the Idaho Department of Water Resources, the Idaho Water Resource Board, Water District No. 65 Advisory Board, or the Watermaster in discharging their duties as prescribed by statute or rule.
- 1.3 These procedures shall be interpreted consistent with Idaho Code, rules promulgated by the Idaho Water Resource Board, relevant provisions of repayment contracts with the United States, and the Snake River Water Rights Agreement of 2004 commonly referred to as the Nez Perce Mediator's Term Sheet dated April 20, 2004.

PROCEDURE 2.0 DEFINITIONS

- 2.1 **Acre-foot:** a volume of water sufficient to cover one acre of land one foot deep and is equal to 43,560 cubic feet.
- 2.2 **Administrative Fee:** a fee of One Dollar and fifty-five cents (\$1.55) per acre-foot assessed by the District on all storage rented through the Rental Pool.
- 2.3 **Assignment:** a written agreement to convey a specific quantity of storage into the Rental Pool for use during a specified period of time.
- 2.4 **Assignor:** a spaceholder who assigns storage to the Common Pool.
- 2.5 **Board:** the Idaho Water Resource Board (IWRB).
- 2.6 **Board Surcharge:** a surcharge equal to ten percent (10%) of the Net Rental Price assessed on all storage rented from the Rental Pool, which is disbursed to the Board. For purposes of these procedures, the surcharge for in-basin rentals under Procedure 6.2.104 (a) and (b) is equal to \$0.49 per acre-foot and for out-of-basin rentals under Procedure 6.2.104 (c) is equal to \$1.95 per acre-foot.
- 2.7 **Committee:** the Advisory Committee of Water District No. 65.
- 2.8 **Common Pool:** storage water made available for rental pursuant to Procedures 5 and 6.
- 2.9 **Department:** the Idaho Department of Water Resources (IDWR).
- 2.10 **Director:** the Director of the Idaho Department of Water Resources.
- 2.11 **District:** Water District No. 65 of the State of Idaho.
- 2.12 **In-Basin Uses:** Beneficial uses with points of diversion above the confluence of the Payette River and the Snake River.

Rental Pool Procedures

- 2.13 **Lessee:** a person who leases storage from a spaceholder pursuant to Procedure 7.
- 2.14 **Lessor:** a spaceholder who leases storage to a person pursuant to Procedure 7.
- 2.15 **Net Rental Price:** The Rental Price less the Administrative Fee and Board Surcharge.
- 2.16 **Non spaceholder:** Someone who does not hold any contractual rights to storage space in the Reservoir System.
- 2.17 **Out-of-Basin Uses:** Beneficial uses with points of diversion below the confluence of the Payette River and the Snake River.
- 2.18 **Person:** an individual, company, association, corporation, partnership, irrigation district, canal company, political subdivision, or governmental agency.
- 2.19 **Reclamation:** the United States Bureau of Reclamation.
- 2.20 **Rental Agreement:** a written agreement to acquire the right to use a specific quantity of storage from the Common Pool for a determinate period.
- 2.21 **Rental Pool:** a market for the exchange of storage operated by the Advisory Committee of Water District No. 65.
- 2.22 **Rental Price:** the fee for rental of storage from the Rental Pool as set forth in Procedure 6.2, which includes the Administrative Fee and Board Surcharge.
- 2.23 **Renter:** a person who rents storage from the Rental Pool.
- 2.24 **Reservoir System:** refers to Cascade Lake, Deadwood Reservoir, Payette Lakes, and the Upper Lakes.
- 2.25 **Space:** all or any portion of the active capacity of a reservoir measured in acre-feet.
- 2.26 **Spaceholder:** the holder of the contractual right to space in the reservoir system, or Reclamation.
- 2.27 **Storage:** water that accrues to reservoir space and is available for use.
- 2.28 **Watermaster:** the watermaster of Water District 65.
- 2.29 **Year:** a calendar year.

PROCEDURE 3.0 PURPOSES

- 3.1 To promote the maximum beneficial use of stored water establish a process and provide incentives, consistent with Idaho Code § 42-1765, through which storage supplies may be made available on a voluntary basis, for rental by persons who need additional water for beneficial purposes.
- 3.2 Maintain adequate controls and priorities to ensure that (a) irrigation uses are provided an opportunity to obtain supplemental storage supplies ahead of non-irrigation uses, (b)

Rental Pool Procedures

existing water rights are not injured, and (c) the use of storage water obtained through the Rental Pool is consistent with the protection of the local public interest and the conservation of water resources within the state of Idaho.

- 3.3 Provide a source of revenue for the District to make improvements in distribution of water and aid in increasing the conservation of water in the Payette River Basin.
- 3.4 To maintain adequate controls, priorities, and safeguards to ensure that existing water rights are not injured and that a spaceholder's allocation is not impacted without his or her consent. To financially compensate an impacted participating spaceholder in the common pool as determined by the procedures developed by the Committee.

PROCEDURE 4.0 MANAGEMENT & APPLICATION PROCESS

- 4.1 **Committee.** The Committee, which shall decide all matters by majority vote, will exercise the following responsibilities:
 - (a) Adopt, and amend as necessary, procedures for operation of the Rental Pool;
 - (b) Provide direction to the Watermaster in the operation of the Rental Pool within the framework of these procedures;
 - (c) Set policies for the investment and disbursement of funds generated by the Rental Pool in conformity with the Public Depository Law, Chapter 1, Title 57, Idaho Code; and
 - (d) Notify the Director and Watermaster of rentals where storage will be moved from the point of diversion, place of use, or purpose of use authorized by the permit, license or decree establishing the storage water right.
- 4.2 **Watermaster.** The Watermaster shall serve as the manager of the Rental Pool and shall take all reasonable actions necessary to administer the Rental Pool consistent with these procedures, which include:
 - (a) accepting assignments of storage into the Common Pool;
 - (b) executing rental agreements on behalf of the Committee;
 - (c) distributing storage rented through the Common Pool;
 - (d) accepting and disbursing funds generated through the rental of storage; and
 - (e) taking such additional actions as may be directed by the Committee.
- 4.3 **Application to Assign Storage to the Common Pool.**
 - 4.3.101 *Contents.* Applications to assign storage to the Common Pool shall be made upon forms approved by the Watermaster, which shall include:
 - (a) the quantity of storage sought to be assigned to the Common Pool;
 - (b) an indication of whether the storage is to be used only for In-Basin Uses; and
 - (c) the date received in the Watermaster's office.

Rental Pool Procedures

4.3.102 *Acceptance.* For purposes of determining the priority of assigned storage under Procedure 5.4, applications shall be deemed conditionally accepted on the date received in the Watermaster's office subject to acceptance by the Committee pursuant to Procedure 5.2.

4.4 Application to Rent Storage from the Common Pool.

4.4.101 *Contents.* Applications to rent storage from the Common Pool shall be made upon forms approved by the Watermaster, which shall include:

- (a) the amount of storage sought to be rented;
- (b) the purpose(s) for which the storage will be put to beneficial use;
- (c) the point of diversion identified by legal description and common name;
- (d) a description of the place of use; and
- (e) the date received in the Watermaster's office.

4.4.102 *Acceptance.* For purposes of determining a rental applicant's priority under Procedure 6.1, applications are not deemed accepted until received by the Watermaster together with the appropriate rental fee.

4.5 Application for Private Lease

4.5.101 *Contents.* Applications to enter into a private lease shall be made upon forms approved by the Watermaster, which shall include:

- (a) the amount of storage sought to be leased;
- (b) the purpose(s) for which the storage will be put to beneficial use;
- (c) the point of diversion identified by legal description and common name;
- (d) a description of the place of use;
- (e) the date received in the Watermaster's office;
- (f) the agreed upon price (to determine the Board's fee); and
- (g) signature of both Lessee and Lessor and dated

And must be submitted by May 1st of the year it will affect to be considered for approval.

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4.5.102 *Acceptance.* Application will be reviewed to determine local public interest. Any leases greater than five years are required to follow Procedure 6.4. All applications are subject to approval by the Committee.

4.6 Rental Pool Account.

4.6.101. *Account.* All monies submitted by rental applicants shall be deposited in the Rental Pool Account, which shall be an interest-bearing account maintained by the Watermaster on behalf of the Committee. Rental Pool funds shall be considered public funds for investment purposes and subject to the Public Depository Law, Chapter 1, Title 57, Idaho Code.

4.6.102. *Disbursement of Monies.* Monies in the Rental Pool Account will be disbursed to the District, the Board, and the Assignors in the proportions set forth in these procedures. Accrued interest to the Rental Pool Account shall be disbursed pro-rata to the Assignors at the time payments are made under Procedure 5.6.

4.6.103 *Contingency Fund.* Administrative fees received by the District in excess of actual costs required to operate the Rental Pool shall be maintained by the Watermaster in a separate interest-bearing account to serve as a contingency fund for use by the Committee for the benefit of the District; provided, however, that

Rental Pool Procedures

such use does not conflict with the Idaho Public Depository Law, Chapter 1, Title 57, Idaho code.

PROCEDURE 5.0 ASSIGNMENT OF STORAGE TO THE COMMON POOL

- 5.1 **Assignment of Storage.** Any spaceholder may assign storage to the Common Pool subject to acceptance by the Committee.
- 5.2 **Acceptance by Committee.** The Committee may accept or reject, in whole or in part, an application to assign storage to the Rental Pool and may impose conditions necessary to satisfy the purposes set out under Procedure 3.2. All storage assigned and accepted into the Common Pool shall be under the control of the Committee and Watermaster during the term of the assignment.
- 5.3 **Reservoir Designation.** When an assignor has space in more than one reservoir the assignment shall designate the reservoir from which the storage is assigned.
- 5.4 **Priority of Assigned Storage**
- 5.4.101 *Assignments Made On or Before June 1st.* All storage assigned **to** the Common Pool on or before June 1 shall be rented;
- (a). In-basin first, with the amount determined by the Committee for In-Basin Uses. and,
 - (b). The remainder Out-of-Basin Uses as needed, both on a pro-rata basis.
- 5.4.102 *Assignments Made After June 1st.* All storage assigned **to** the Common Pool after June 1 will be rented;
- (a). In-basin first, with the amount determined by the Committee for In-Basin Uses. and,
 - (b). The remainder Out-of-Basin Uses as needed, on a first-in-first-out basis, but only after all storage assigned under Procedure 5.4.101 has been rented
- 5.5 **Term of Assignment**
- 5.5.101 *Unrented Storage.* All storage assigned to the Common Pool, but not rented by December 31, shall revert to the assignor, unless the assignor executes a written extension.
- 5.5.102 *Unused Storage.* All storage assigned to and rented from the Common Pool, but not put to beneficial use by March 1 of the year following the calendar year in which the storage was assigned to the Common Pool, shall revert to the assignor unless the assignor executes a written extension and the extension is granted by the Committee.
- 5.6 **Payment to Assignors.**
- 5.6.101 *Amount of Payment.* Payment to assignor will be made only if the storage assigned to the Common Pool is subsequently rented. Assignors shall be paid for the amount of storage rented on their behalf for the uses determined by 5.4.101, and 5.4.102
- 5.6.102 *Calculation of Payment.* The Watermaster will calculate the payment due each assignor based on the amount of storage rented for each use calculated by the prices in 6.2.104. and data published in the Annual Report of the Watermaster showing the actual quantity of storage rented from the Common Pool. In the

Rental Pool Procedures

event water is rented after the filing of the Annual Report of the Watermaster; the Watermaster shall file a revised Annual Report to properly represent total Common Pool activity for the reporting period.

- 5.6.103 *Timing of Payment.* Payments that do not rely on final accounting for calculation can be paid as soon as the money is in the rental account if the spaceholder so chooses to accept it at the time. Payments that rely on final accounting shall be due and payable after the Watermaster has calculated the payments under Procedure 5.6.102

PROCEDURE 6.0 RENTAL OF STORAGE FROM THE COMMON POOL

- 6.1 **Priority of Rental Applicants.** Storage rented from the Common Pool shall be pursuant to the following priorities:
- 6.1.101 *First Priority.* On or before June 1, rental of water by space holders for irrigation purposes for In-Basin Uses.
- 6.1.102 *Second Priority.* After June 1, rental of water for any beneficial purpose.
- 6.1.104 *Sub-priorities.* Priorities among rental applicants within each priority group, identified above, shall be determined based on the date the rental application is accepted by the Watermaster pursuant to Procedure 4.4; provided, however, during periods of drought or other extraordinary circumstances, with consideration of the local public interest, the Committee may develop additional or alternative procedures for determining sub-priorities among competing rental applications.
- 6.2 **Rental Prices.** The Rental Price per acre-foot of storage rented from the Common Pool is as follows:
- 6.2.101 Tier 1 (*In-Basin*) For uses above the confluence of the Payette River and the Snake River by Spaceholders.
- 6.2.102 Tier 2 (*In-Basin*) For uses above the confluence of the Payette River and the Snake River by Non-spaceholders.
- 6.2.103 Tier 3 (*Out-of-Basin*) For uses below the confluence of the Payette River and the Snake River.
- 6.2.104 **Fees & Surcharges** There shall be added to the rental price for all rentals the Board surcharge and administrative fee, resulting in the following summed amounts charged for rentals for the various tiers described in Procedures 6.2.101 through 6.2.103.
- | | |
|-------------|---------------------------------------|
| (a) Tier 1: | $\$4.96 + \$0.49 + \$1.55 = \7.00 |
| (b) Tier 2: | $\$4.96 + \$0.49 + \$1.55 = \7.00 |
| (c) Tier 3: | $\$19.50 + \$1.95 + \$1.55 = \23.00 |

Rental Pool Procedures

- 6.3 **Arbitrage.** A person may not assign storage and rent storage in the same calendar year unless an exception is granted by the Committee. In the event an exception is granted by the Committee, the rental price shall equal the amount paid to the person for the prior assignment plus a 10% board surcharge and \$2.30 per acre-foot administrative fee.
- 6.4 **Rentals for Greater than Five (5) Years.** Applications to rent water from the Rental Pool for a period of more than five (5) years shall be submitted to the Board, and separately to Reclamation, for review and approval as a condition of approval by the Committee.

PROCEDURE 7.0 PRIVATE LEASES

- 7.1 **Purposes.** Storage may be leased through the Rental Pool only for beneficial use purposes. A person may not lease storage to a lessee and rent storage in the same calendar year unless an exception is granted by the Committee.
- 7.2 **Payments to Lessor.** The lessor shall receive one-hundred percent (100%) of the lease price.
- 7.3 **Fee & Surcharges.** There shall be added to the lease price the administrative fee and the Board surcharge.
- 7.4 **Lease of Storage from the Bureau Uncontracted Space.** Notwithstanding the limitations set forth in Procedure 7.1, the Bureau may lease storage from its uncontracted space for flow augmentation as identified in Appendix III of the – Mediator’s Term Sheet of the 2004 Snake River Water Rights Agreement, in which case only an administrative fee shall be assessed pursuant to Procedure 2.2.

PROCEDURE 8.0 IMPACTS

- 8.1 **Impacts to Spaceholders resulting from all common pool, and private leases.** To avoid impacts to spaceholders caused by rental pool storage provided under Procedures 5, 6, and 7 in years when any storage reservoir in which any spaceholder rented or leased storage the previous year did not fill, the supplying spaceholder’s storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply previous year leases, assignments, and rentals. If the amount of storage in the reservoir system exceeds the amount necessary to allocate 100% fill to space that wasn’t evacuated to supply leases, assignments, and rentals but is insufficient to allocate 100% fill to all system spaceholders, allocations to lessors’, assignors’, and other space shall occur in the following priorities:
- (a) Storage supplied under Procedure 5, 6, or 7 for beneficial uses with points of diversion above the confluence of the Payette River and the Snake River shall be second to fill.
 - (b) Storage supplied under Procedure 5, 6, or 7 with points of diversion below the confluence of the Payette River and the Snake River shall be last to fill.

**WATER DISTRICT #65 RENTAL POOL
APPLICATION TO RENT STORAGE FROM THE COMMON POOL**

_____ (applicant) hereby requests to rent _____
(acre-feet) of storage from the Water District #65 Rental Pool with the enclosed rental fees
of \$ _____ for the irrigation season 20 _____. The acceptance and approval of this
rental request by the Water District #65 Watermaster is subject to the adopted Water District
#65 Rental Pool Procedures pursuant to Idaho Code Section 42-1765.

Description of Point of Diversion: _____

Name of River or Stream from which rental is diverted: _____

Canal or Pump Name & location: _____

Place of Use description: _____

Water Right Appurtenant to Lands: _____

Applicant Signature and Address:

Print Name: _____

Signature: _____

Date: _____

Address: _____

Phone: _____

=====

(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

**WATER DISTRICT #65 RENTAL POOL
PRIVATE LEASE AGREEMENT**

This agreement must be submitted by May 1st of the year that it will affect to be considered for approval by the committee.

Formatted: Superscript

_____ (lessor) agrees to lease _____
acre-feet of storage to _____ (lessee) for
the 20__ irrigation season at a price of \$_____ according to the rules and
regulations contained in the Water District #65 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: _____
Canal or Pump Name and location: _____
Place of Use description: _____
Water Right Appurtenant to Lands: _____

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a per acre-foot administrative fee set by the Rental Pool Committee for the year listed above must be received by Water District #65 prior to the approval of the storage lease).

If this is an out-of-basin lease and the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #65 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.

If the leased storage is diverted by a diversion outside the area regulated by Water District #65, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district must then report to the Water District #65 Watermaster the daily rental diverted by November 15th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #65's final rental delivery records.

Lessor Signature Date Title, Canal Company

Lessee Signature Date Canal Company or Diversion Name

=====

(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

**WATER DISTRICT #65 RENTAL POOL
ASSIGNMENT OF STORAGE TO THE COMMON POOL**

20__~~24~~ IRRIGATION SEASON

Mail or Deliver to: Watermaster, Payette River
Water District No. 65, State of Idaho
102 North Main
Payette, Idaho 83661

Dear Watermaster:

_____ holds a contract for stored water from
(Name of Organization or Individual)

_____. _____ hereby
(Name of Reservoir) (Name of Organization of Individual)

assigns _____ acre-feet of storage space/ water to the Payette River Water
District NO. 65 Rental Pool, for the 20__~~24~~ irrigation season.

This assignment is made pursuant to Rental Pool Rules and procedures approved by the
Idaho Water Resource Board. By this assignment you are made agent of this organization
/ individual for the rental, delivery, and collection of monies for the above-described water.
This assignment is made with the understanding that if this water is not rented from the
Rental Pool in the above-referenced year, the storage space / water will revert to the
assigning organization / individual at the end of the irrigation season in that year.

This space / water is to be made available for out-of-basin use YES ___ NO ___

Dated this _____ day of _____ 20__~~24~~

_____, by _____
(Name of Organization or Individual) (Signature)

_____ (Address of Organization or Individual) _____ (Title)

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF APPROVAL OF AMENDED
RENTAL POOL PROCEDURES FOR THE UPPER
SNAKE RIVER RENTAL POOL

RESOLUTION TO APPROVE AMENDED RENTAL
POOL PROCEDURES FOR 2025

1 WHEREAS, section 42-1765, Idaho Code and subsections of IDAPA 37.02.030.40, Water
2 Supply Bank Rule 40, authorizes the Idaho Water Resource Board to appoint local committees to
3 facilitate the lease and rental of stored water within rental pools; and
4

5 WHEREAS, the Water District 01 Advisory Committee, also known as the Committee of
6 Nine, is the local committee appointed by the Idaho Water Resource Board to facilitate the lease
7 and rental of stored water within the Upper Snake River Rental Pool; and
8

9 WHEREAS, the Water District 01 Advisory Committee has adopted amended procedures
10 for the calendar year 2025, pursuant to which they intend to facilitate the lease and rental of
11 rental pool stored water; and
12

13 WHEREAS, the Director of the Department of Water Resources has reviewed the local
14 committee procedures and may recommend that the Idaho Water Resource Board approve the
15 rental pool procedures; and
16

17 NOW, THEREFORE BE IT RESOLVED that the amended Upper Snake River Rental Pool
18 procedures are approved by the Idaho Water Resource Board.

DATED this 21st day of March 2025.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF APPROVAL OF AMENDED
RENTAL POOL PROCEDURES FOR THE PAYETTE
RIVER BASIN RENTAL POOL

RESOLUTION TO APPROVE AMENDED RENTAL
POOL PROCEDURES FOR 2025

1 WHEREAS, section 42-1765, Idaho Code and subsections of IDAPA 37.02.030.40, Water
2 Supply Bank Rule 40, authorizes the Idaho Water Resource Board to appoint local committees to
3 facilitate the lease and rental of stored water within rental pools; and
4

5 WHEREAS, the Water District 65 Advisory Committee is the local committee appointed by
6 the Idaho Water Resource Board to facilitate the lease and rental of stored water within the
7 Payette River Basin Rental Pool; and
8

9 WHEREAS, the Water District 65 Advisory Committee has adopted amended procedures
10 for the calendar year 2025, pursuant to which they intend to facilitate the lease and rental of
11 rental pool stored water; and
12

13 WHEREAS, the Director of the Department of Water Resources has reviewed the local
14 committee procedures and may recommend that the Idaho Water Resource Board approve the
15 rental pool procedures; and
16

17 NOW, THEREFORE BE IT RESOLVED that the amended Payette River Basin Rental Pool
18 procedures are approved by the Idaho Water Resource Board.

DATED this 21st day of March 2025.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary

Memorandum



To: Idaho Water Resource Board
From: Wesley Hipke, Planning & Projects Bureau
Date: March 17, 2025
Re: Aquifer Investigations & Modeling Efforts

Action: no action at this time

Hydrology staff will provide an update on aquifer investigations and modeling efforts.

Memorandum

To: Idaho Water Resource Board
From: Wesley Hipke, Planning & Projects Bureau
Date: March 17, 2025
Re: Water Supply Update



Action: no action at this time

Ethan Geisler will provide updates from the most recent Water Supply Meeting.

Memorandum



To: Idaho Water Resource Board

From: Kala Golden, Cloud Seeding Program Manager

Date: March 14, 2025

Re: Cloud Seeding Program | *2024-2025 Season—Program Update*

ACTION: None

Cloud Seeding Program (Program) operations for the 2024-2025 season began on November 1, 2024. Staff will provide a Program update for the current season during the Idaho Water Resource Board's (IWRB) work session meeting held on Thursday March 20, 2025.

Attachments: None

Memorandum

To: Idaho Water Resource Board

From: Mike Morrison

Date: March 14th, 2025

Re: Dworshak Small Hydropower Plant: Project Overview and Feb 26 Spill Update



REQUIRED ACTION: None.

Project Overview

The Dworshak Small Hydropower Plant is a small, 3.0 MW hydropower plant located on the North Fork of the Clearwater River below Dworshak Dam. Water is obtained from two penstocks originating at Dworshak Dam. Water from each penstock feeds one of the power plant's generators and, after being used to generate power, flows into a mixing and distribution structure under the floor of the plant.

The distribution structure is owned by the Clearwater fish hatchery, which uses the water for its fish farming operations. Water is also supplied to the nearby Dworshak National Fish hatchery for domestic use by 4 homes located at the hatchery.

Average annual power generation is approximately 17,500 MWh; however, this has been decreasing as a result of increased unscheduled maintenance events. Furthermore, maintenance costs have steadily increased over the past several years, resulting in a decrease in income realized by the Project.

Power is sold to the Bonneville Power Authority (BPA) via a wheeling agreement with Clearwater Power. The BPA Power Purchase Agreement, which terminates in 2030, provides for an automatic annual 3% increase in purchased power rates. Annual revenue is approximately \$1.3 Million.

February 26th Hydraulic Fluid Spill

On February 26th, the plant's automated systems notified the Board's operator that the primary generator had experienced a low fluid alarm. Concurrently, staff at both fish hatcheries noticed oil in water entering the hatcheries and implemented contamination protocols. Staff at the Clearwater hatchery shutdown of the primary generator and diverted water directly to the distribution structure. No harm to fish at either hatchery has been reported; however, the Board has been asked to reimburse the Dworshak National Fish Hatchery for the costs of pig booms and other spill containment equipment.

Staff and the Board's contractor (Thompson Construction Group, Inc.) are currently working to isolate and correct the root cause of the leak. Staff notes that design features in the plant that were intended to channel spills through floor drains and into a slush tank did not work properly: The floor slopes away from, rather than toward some floor drains, and utility line floor penetrations that should have been sealed were not, allowing oil to leak directly into the distribution structure below.

Staff recommends that the plant remain shut down until floor penetrations have been sealed.

Dworshak Small Hydropower Plant Project



Project Overview and Feb 26 Spill Update

Dr. Mike Morrison, P.E.

Water Planning/Projects Bureau Engineer

Project Overview

- Constructed and owned by the Board. Completed in June, 2000.
- Located on the North Fork of the Clearwater River, 4 miles from Orofino
- Collaborative effort with the Clearwater fish hatchery.
- Two generators with a total nameplate capacity of approximately 3.0 MW.
- 17,500 MWh average annual generation (5 yr average).
- Power Purchase Agreement (PPA) with BPA. Power is wheeled through Clearwater Power.

Revenue and Finance

- \$5.5 Million Project Cost (1999).
- Funded with \$5 Million in Revenue Bonds issued by the Board in 1999. and
- Bonds paid-off in 2019.
- Average annual revenue is \$1.3 Million (5 yr average)
 - Operating Costs have been increasing to an average of about \$315,000/yr.
 - The rest is available for use by the Board.
- The Board's Power Purchase Agreement with BPA terminates on June 29, 2030 and will need to be renegotiated.

Our Fish Hatchery Partners

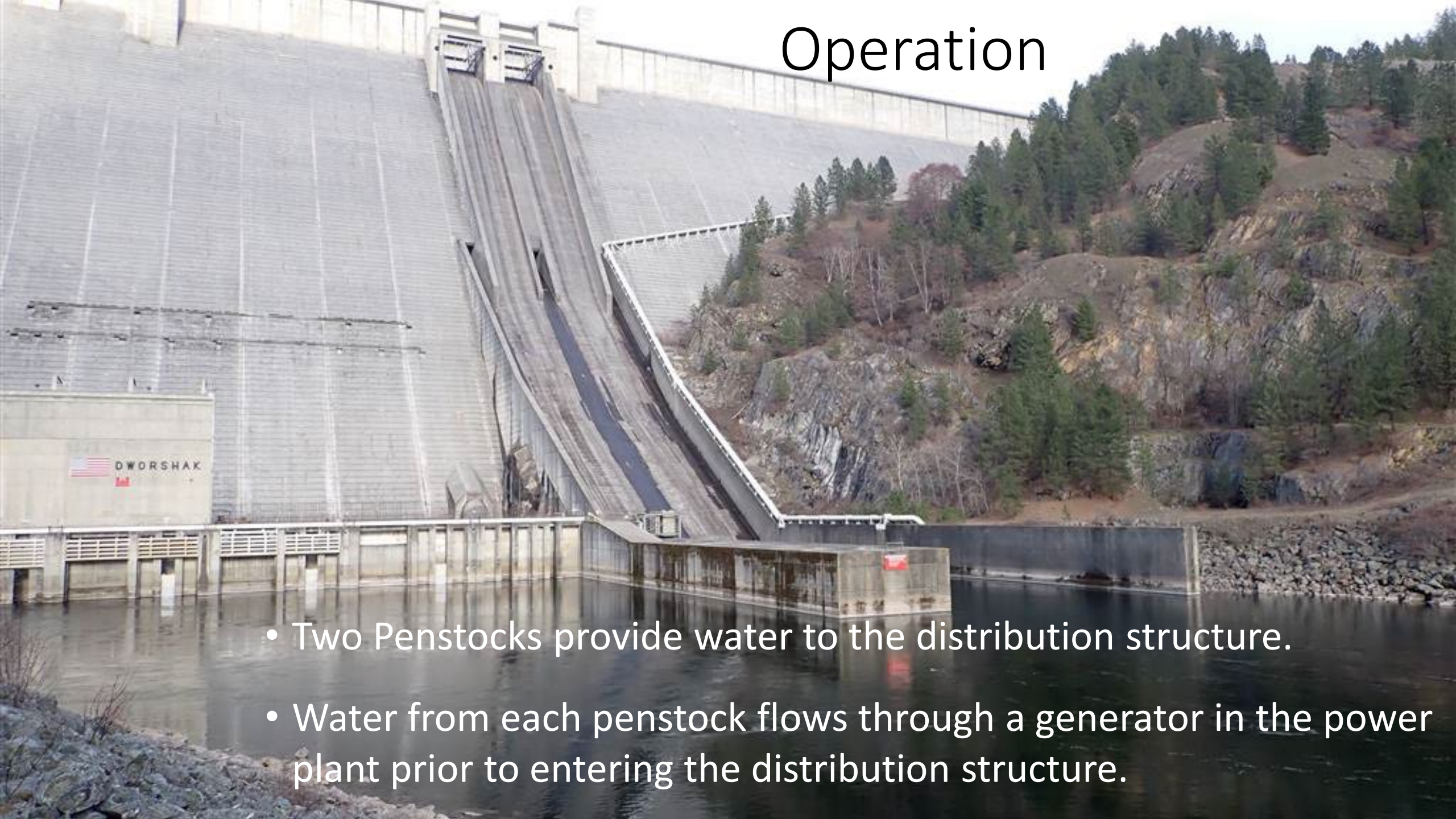


- The plant was built atop an existing water distribution structure owned and operated by the Clearwater Fish Hatchery. The distribution structure:
 - Provides all water used by the Clearwater Fish hatchery.
 - Provides all domestic/drinking water used by the Dworshak National Fish Hatchery.
 - Can provide additional water for operations at the Dworshak National Fish hatchery

Maintaining a Constant Flow of Water to the Hatchery is Paramount!

- Disrupting the water supply for just a few minutes can be very detrimental to fish, so the plant must be able to rapidly respond to emergencies and changes in conditions.
- Staff at the Clearwater National Fish Hatchery can bypass our generators and divert water directly to the diversion structure when there is a problem.

Operation

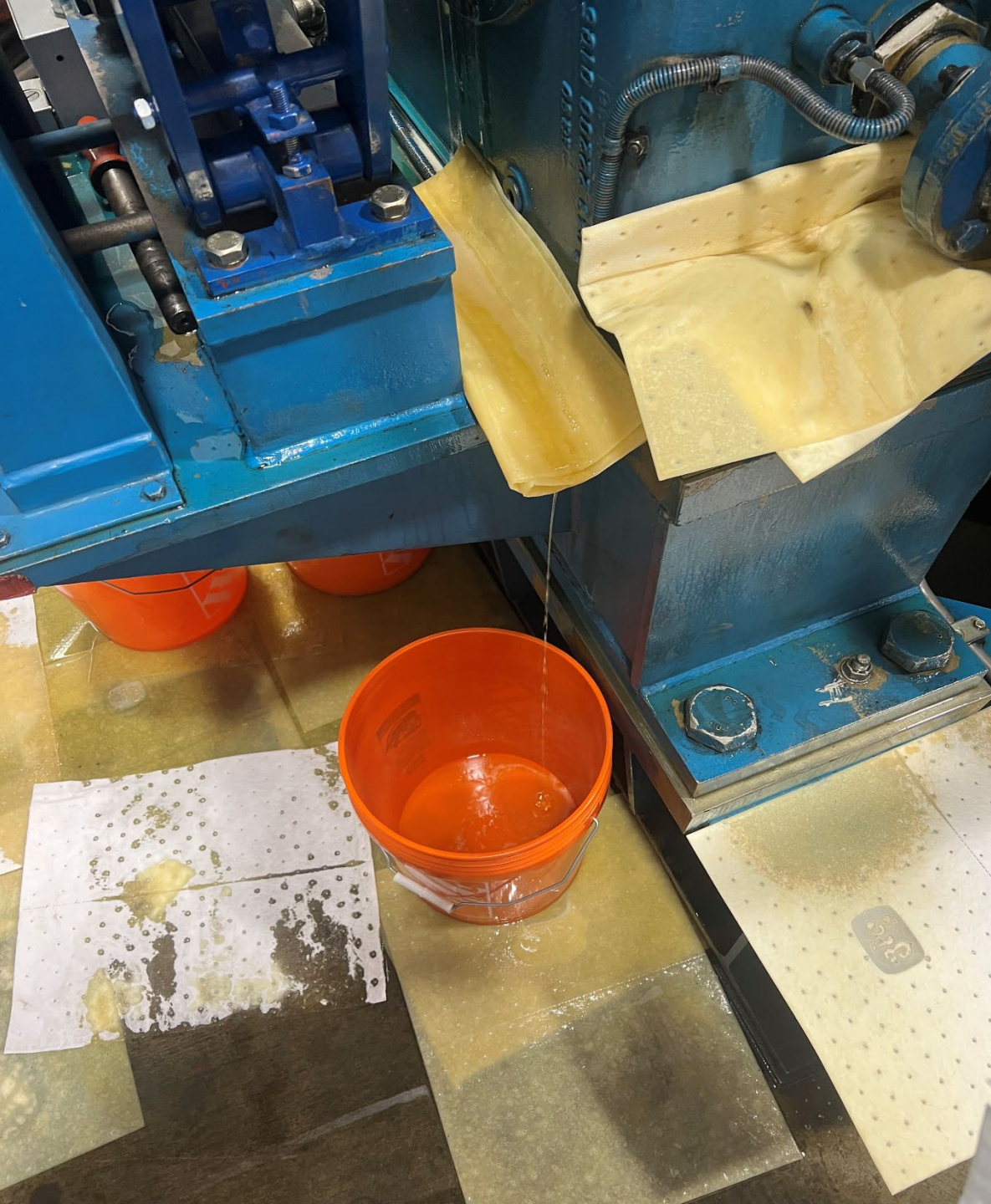


- Two Penstocks provide water to the distribution structure.
- Water from each penstock flows through a generator in the power plant prior to entering the distribution structure.



February 26, 2025 Spill

- Early in the morning of February 26th, the Board's operator and Board Staff were notified that the primary (2.5 MW) generator had experienced a low fluid alarm and was being shut down.
- Concurrently, fish hatchery staff noticed oil in the water entering both hatcheries.
- Both hatcheries implemented contamination protocols immediately.
- Staff at the Clearwater Fish Hatchery shut down water from the primary generator and diverted flow directly to the diversion structure.
- Approx 43 gallons leaked from the Primary Generator Unit.
- Less than 4.6 gallons escaped the plant into the distribution structure and river.



Hydroplant Status

- The plant is still down pending implementation of improved spill control measures.
- Leak occurred in the Primary Generator's journal bearing housing.
- The plant's concrete floor was constructed with spill barriers and curbs intended to isolate spills; however...
- There are a number of floor penetrations (for pipes and utilities) that either weren't sealed properly or whose seals were compromised after construction.
- Concrete floor may not be sloped properly to divert fluid into sump drains.
- These issues should be rectified before we resume operations.

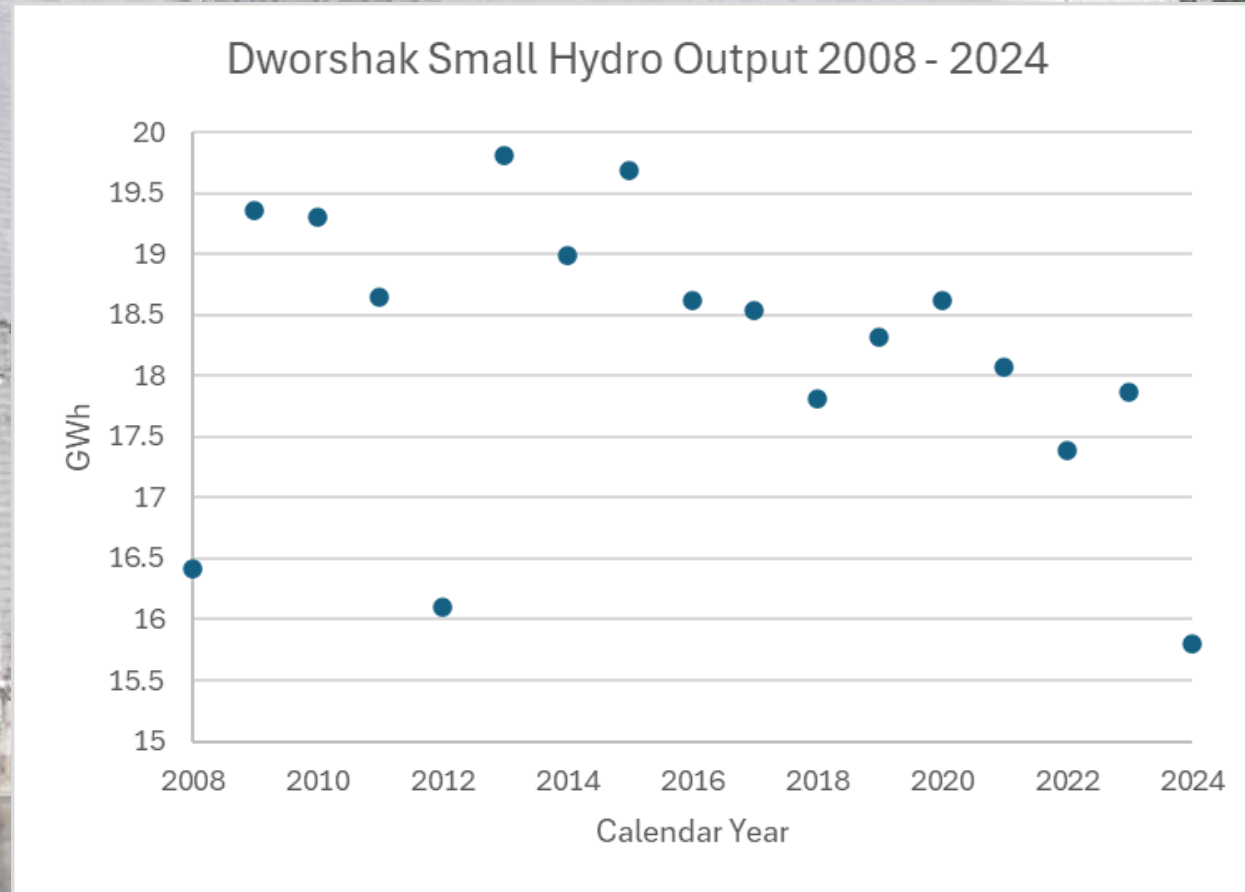




Impact to our Partners

- The Fish are OK.
- Clearwater Fish Hatchery issued a “No Drink” order that affected its employees and four households at the hatchery.
- We are reimbursing our partners the costs of materials used to contain the spill. So far, these costs have been under \$2,000.

Production is Decreasing



The Plant needs a Checkup



- The plant is currently 25 years old—Half of its 50 year design life.
- It has generally been well maintained; however, some equipment and materials are aging.



Obsolete Equipment

Questions?



Memorandum

To: Idaho Water Resource Board
From: Mike Morrison
Date: March 14th, 2025
Re: Mountain Home Air Force Base Water Resilience Project



REQUIRED ACTION: None

Project Update

Project Status and Timeline: The project is on-schedule and under budget. The pipeline and pumphouse building are complete and the contractor is currently installing pump house equipment and water intakes at CJ Strike Reservoir.

- **Sept 2024:** In-Canyon-Work begun (inlet, pump station, and penstock).
- **Oct 2024:** Pipeline construction outside canyon rim complete.
- **May 2025:** In-Canyon-Work complete.
- **June 2025:** Acceptance Testing Complete.
- **July 1st 2025:** Hand-off to Air Force

Air Force Water Treatment Plant: The Air Force is on track to complete construction of the Water Treatment Plant by Spring of 2026, with commissioning to follow. In the meantime, they are constructing two water tanks that our contractor will use to commission the water transmission system being built by the Board.

Gift Package and Water Use Agreement: The Air Force has submitted the gift package for Congressional notification and review. Comments, if any, are due by April 14th.

Board and Air Force attorneys are currently finalizing the Water Use Agreement.

MHAFB Water Resilience Project



Project Update

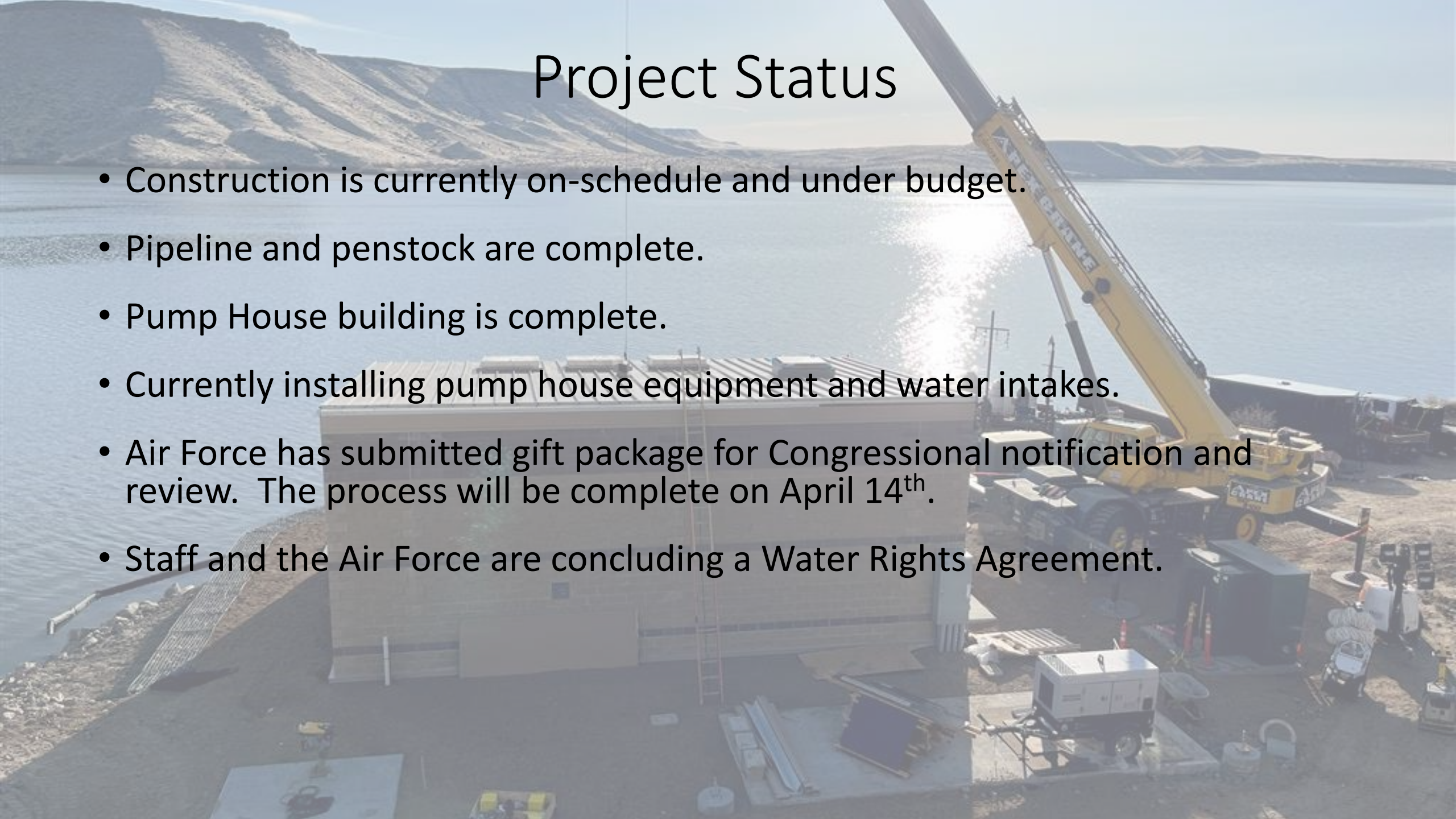
Dr. Mike Morrison, P.E.

Water Planning/Projects Bureau Engineer



Project Status

- Construction is currently on-schedule and under budget.
- Pipeline and penstock are complete.
- Pump House building is complete.
- Currently installing pump house equipment and water intakes.
- Air Force has submitted gift package for Congressional notification and review. The process will be complete on April 14th.
- Staff and the Air Force are concluding a Water Rights Agreement.



Timeline

Dec 2023: Contract approved.

Jan 2024: Begin purchasing long lead-time items.

May 2024: Complete design package. Begin work outside canyon rim.

September 2024: Begin In-Canyon Work.

Oct 2024: Pipeline construction complete.

May 2025 In-Canyon (intake, pump station, penstock) complete.

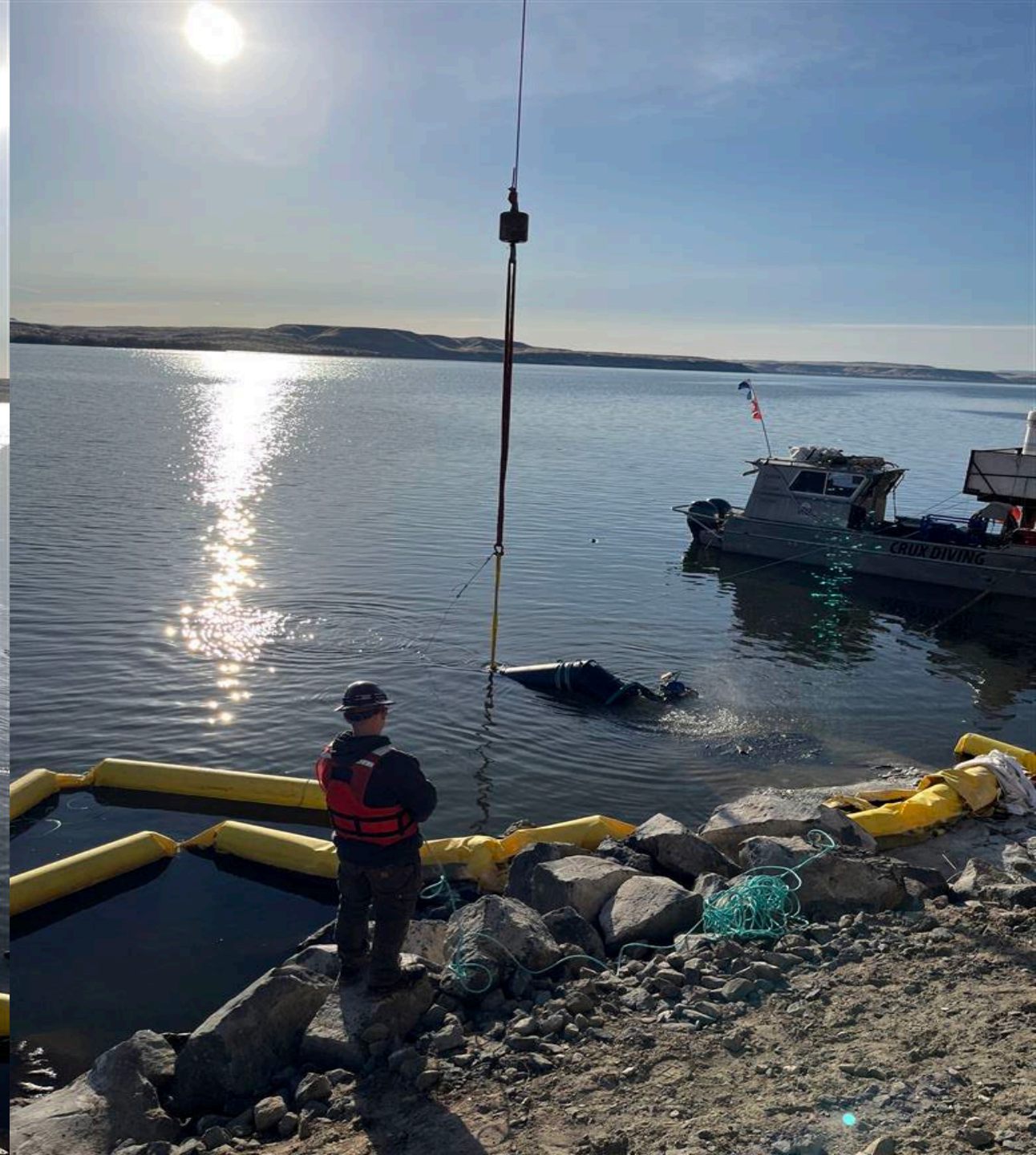
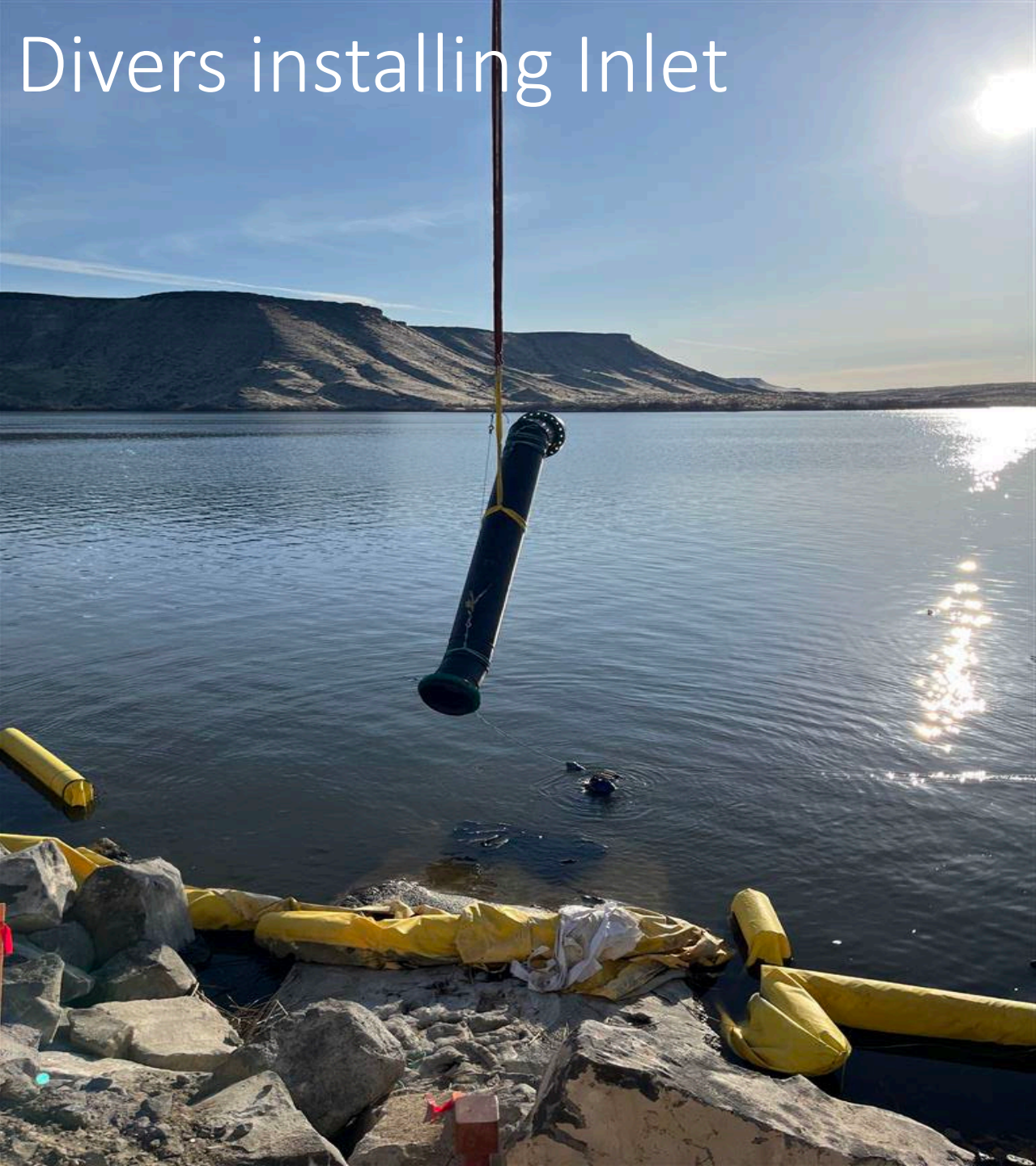
June 2025: Acceptance testing and Training complete.

July 1st 2025: Hand-off to Air Force.

Pump Room and Electrical Room



Divers installing Inlet



Air Force Update: Water Tanks!



- The Air Force is constructing two water tanks needed to complete testing of the Water Transmission System being built by the Board for the Air Force.

Questions?



Memorandum

To: Idaho Water Resource Board
From: Wesley Hipke, Planning & Projects Bureau
Date: March 17, 2025
Re: Administrative Rules Update



Action: no action at this time

Erik Boe will provide a briefing on administrative rulemaking efforts.

Memorandum

To: Idaho Water Resource Board
From: Wesley Hipke, Planning & Projects Bureau
Date: March 17, 2025
Re: Legislation of Interest



Action: no action at this time

Garrick Baxter will provide a briefing on legislation of interest.



AGENDA

IDAHO WATER RESOURCE BOARD

Board Meeting No. 5-25

Friday, March 21, 2025

Executive Session begins at 8:00 a.m. (MT) / 7:00 a.m. (PT)

Open Meeting begins at 9:00 a.m. (MT) / 8:00 a.m. (PT)

Water Center

Conference Rooms 602 B – D

322 E. Front Street

BOISE

Brad Little
Governor

Jeff Raybould
Chairman
St. Anthony
At Large

Jo Ann Cole-Hansen
Vice Chair
Lewiston
At Large

Dean Stevenson
Secretary
Paul
District 3

Dale Van Stone
Hope
District 1

Albert Barker
Boise
District 2

Brian Olmstead
Twin Falls
At Large

Marcus Gibbs
Grace
District 4

Patrick McMahon
Sun Valley
At Large

Livestream available at <https://www.youtube.com/@iwrp>

1. Roll Call
2. Executive Session: Board will meet pursuant to Idaho Code § 74-206(1) subsection (f) to communicate with legal counsel regarding legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. Topics: Priest Lake Litigation, MHAFB Water Resilience Project, and Pristine Springs. AND pursuant to Idaho Code § 74-206(1) subsection (d) to consider records that are exempt from disclosure. Topic: Anderson Ranch Dam Raise. Closed to the public.
3. Agenda & Approval of Minutes 1-25, 2-25, 3-25, and 4-25*
4. Board Elections & Committee Assignments*
5. Public Comment
6. Financial Report
7. Loan Program Interest Rate*
8. Anderson Ranch Dam Raise Update
9. Mountain Home Air Force Base Water Resilience Project*
10. Priest Lake Litigation*
11. Payette Basin Storage Request*
12. Blackfoot River Equitable Adjustment -- Blackfoot River Mgmt. Plan*
13. ESPA Recharge Program*
14. Rental Pool Procedures (WD 01 & WD 65)*
15. Flood Management Grant Criteria*
16. Loan Program
 - a. Barber Pool Hydro Loan Extension*
 - b. North Side Canal Company Loan Extension*
17. Regional Manager Update
18. Director's Report
19. Non-Action Items for Discussion
20. Next Meeting & Adjourn

* Action Item: A vote regarding this item may be made at this meeting. Identifying an item as an action item on the agenda does not require a vote to be taken on the item. **Americans with Disabilities:** If you require special accommodations to attend, participate in, or understand the meeting, please make advance arrangements by contacting Department staff by email jennifer.strange@idwr.idaho.gov or by phone at (208) 287-4800.

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Website: idwr.idaho.gov/IWRB/



IDAHO WATER RESOURCE BOARD

Brad Little
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District 2

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Twin Falls
At Large

Marcus Gibbs
Grace
District 4

Patrick McMahon
Sun Valley
At Large

MINUTES MEETING NO. 1-25

Idaho Water Center
Conference Rooms 602 B-D
322 E. Front Street
BOISE

January 17, 2025

Board Meeting No. 1-25

At 8:00 AM (MT) Chairman Raybould called the meeting to order in Boise, Idaho. The meeting was livestreamed on the Board's YouTube Channel upon adjournment of the executive session.

Agenda Item No. 1: Roll Call

Board Members Present

Albert Barker: arrived during executive session
Jo Ann Cole-Hansen, Vice Chairman
Marcus Gibbs
Patrick McMahon
Brian Olmstead
Dean Stevenson, Secretary
Dale Van Stone
Jeff Raybould, Chairman

Staff Members Present

Mathew Weaver, Director
Cynthia Bridge Clark
Mike Morrison
Erik Boe
Neal Farmer
Matt Anders
Justin Ferguson
Brian Patton, Executive Manager
Wesley Hipke
Jennifer Strange
Garrick Baxter
Craig Tesch
Neeley Miller
Kala Golden

Online: Sascha Marston

Guests Present

Scott Campbell
Bryan Horsburgh
TJ Budge
Douglas R. Jones
Ann Yribar
Mark Limbaugh
Kendra Kaiser
Steve Stuebner
Scott Pugrud

Agenda Item No. 2: Executive Session

At 8:01 AM, Mr. Stevenson moved to resolve into executive session pursuant to Idaho Code 74-206(1) subsection (f) to communicate with legal counsel regarding legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated, and pursuant to Idaho Code 74-206(1) subsection (d) to consider records that are exempt from disclosure. Mr. Van Stone seconded. Roll call vote: Mr. Barker, arrived after roll call; Ms. Cole-Hansen, aye; Mr. Gibbs, aye; Mr. McMahon, aye; Mr. Olmstead, aye; Mr. Stevenson, aye; Mr. Van Stone, aye; and Chairman Raybould, aye. 7 ayes. The motion passed.

Scott Campbell spoke on Coeur d'Alene tribal negotiations. Ann Yribar spoke on water right permit 02-10556 and Agreement not to divert water rights 01-7054, 01-7142, and 01-10609.

Mr. Stevenson moved to resolve out of executive session at 9:08 AM. Mr. Barker seconded. Voice vote. All in favor. The motion carried. The meeting was closed to the public, and no actions were taken during the executive session.

Agenda Item No. 3: Agenda and Approval of Minutes 12-24 and 13-24

The agenda and minutes for meetings 12-24 and 13-24 were available for approval. Mr. Barker made a motion to amend the agenda by rearranging *Item 15. Director's Report* to happen after *Item 4. Public Comment*. Mr. McMahon seconded. Voice vote. All in favor. The motion carried.

Mr. Van Stone moved to approve the amended agenda and approve the minutes for meetings 12-24 and 13-24. Mr. McMahon seconded. Voice vote. All in favor. The motion carried.

Agenda Item No. 4: Public Comment

Douglas Jones provided a briefing on the results of a Forest Service meeting relating to the costs of the Lost Valley Reservoir Project. He suggested that the project would make a presentation to the Payette National Forest Service. The updated squirrel report had been made available and was briefly discussed.

Agenda Item No. 15: Director's Report

Director Weaver made some brief comments to the board.

Agenda Item No. 5: Financial Report

Neeley Miller provided the Board's financial report. The accounts as of November 30, 2024, were: Secondary Aquifer Fund: cash balance \$37,458,161, committed \$33,027,364, and uncommitted balance \$4,430,797; Revolving Development Account: cash balance \$37,634,808, committed balance \$28,927,267, loan principal outstanding and other obligations \$19,807,969, and uncommitted balance \$8,707,541; and Water Management Account: cash balance \$321,835,344, total obligated funds \$307,091,331, and unobligated funds \$14,744,013. Total committed/earmarked/obligated but not disbursed \$369,045,962; total loan principal outstanding \$19,807,969; and total uncommitted/unobligated balance \$27,882,351.

ARPA appropriations: received per HB 769 is \$100,000,000; received per SB 1181 is \$24,497,544; received per SB1411 (2024) \$75,502,456; total received: \$200,00,000. Total obligated \$250,000,000; expended \$109,072,909; committed balance \$150,704,178.

Agenda Item No. 6: Governor's Proposed IDWR Budget for FY2026

Brian Patton discussed the Governor's proposed IDWR budget for FY2026, which included five decision units, a replacement items budget, and employee CEC recommendation. A recommendation of \$30M ongoing funding for water projects was proposed.

Agenda Item No. 7: Federal Affairs Update

Mark Limbaugh provided an update on federal funding and spending plans. He discussed issues and legislative activities. He mentioned some grant opportunities. There was some discussion on administration priorities.

Agenda Item No. 11: Eastern Snake Plain Aquifer Managed Recharge Projects

Chairman Raybould requested to amend the agenda to move agenda item 11 to just before item 8. Mr. Barker moved to amend the agenda. Mr. Van Stone seconded. Voice vote: all ayes. The motion carried.

Wesley Hipke provided information for recharge in the Eastern Snake Plain Aquifer. Total natural flow water recharged for the season was 63,054 acre feet. He discussed the current river conditions. Recharge sites and IWRB recharge capacity projects were highlighted.

Chairman Raybould reminded the board that they had not formally approved the agreement not to divert at Milner for the 2024-2025 season. Ms. Cole-Hansen moved to continue with the agreement not to divert at Milner for the 2024-25 season, up to 250 cfs through February 15, 2025. Mr. Olmstead seconded. Voice vote: all ayes. The motion carried.

TJ Budge spoke to the board on behalf of IGWA related to a letter sent to board members. He expressed concerns about the agreement not to divert. He stated that an open meeting to discuss the agreement would be appreciated. Mr. Olmstead provided some comments. He did not think the agreement would increase curtailment chances for folks under the new SWC-IGWA Mitigation Plan.

Brian Patton spoke on injection well construction and public comments, particularly in Eastern Idaho. A pause on approving funds for any new injection wells and a presentation from IDWR staff on the injection well approval process were both recommended.

Chairman Raybould requested Vice Chair Cole-Hansen to chair the remainder of the meeting as he needed to leave early for another meeting.

Mr. Olmstead moved to pause all development on injection wells whether funded or not by the board for a short period of time to learn more about concerns. Mr. Stevenson seconded. Mr. Barker confirmed that the pause would not pertain to existing injection well studies and evaluations. Voice vote: all ayes. The motion carried.

Chairman Raybould and Director Mat Weaver left the meeting at 10:50 AM.

Agenda Item No. 8: IWRRI Update

Kendra Kaiser provided an update on the Idaho Water Resources Research Institute. She spoke on the strategic plan. The institute will seek on-going funding from the legislature in the amount of \$1.5 million.

Agenda Item No. 9: Anderson Ranch Dam Raise Project Update

Justin Ferguson introduced Bryan Horsburgh with the Bureau of Reclamation. His update included design updates, reinitiation of NEPA, and funding news. The 90% design for the reservoir rim projects was being reviewed, with final designs anticipated by summer 2025. The supplemental draft EIS was expected to be published in the summer, and an additional \$7 million in federal funding had been received.

Agenda Item No. 10: Mountain Home Air Force Base Water Resilience Project

Mike Morrison spoke on the status of the MHAFB Water Resilience Project. Construction was on-schedule and under budget. Staff and the Air Force were working on the gifting package and transfer of ownership. A water rights agreement was in the works. He shared some construction images.

Justin Ferguson discussed a resolution to approve extension of water supply bank lease and rental package for water rights nos. 02-10300A, 02-10330B, and 02-10472 through 2075 (50-year period).

Mr. Barker moved to approve the resolution. Mr. Gibbs seconded. Voice vote: all ayes. The motion carried.

Agenda Item No. 12: Cloud Seeding Program Update

Kala Golden provided an update for the Cloud Seeding Program. She highlighted the webpage, discussed current operations in the different basins, and mentioned operations in Utah.

Agenda Item No. 13: Potential Legislation of Interest

Garrick Baxter discussed several pieces of potential legislation of interest to the board and department.

Agenda Item No. 14: Administrative Rules

Erik Boe provided information on administrative rulemaking efforts. He listed the upcoming presentation schedules.

Agenda Item No. 16: Non-Action Items for Discussion

Mr. Barker commended the folks who had presented at the Idaho Water Users Association.

Agenda Item No. 17: Next Meeting and Adjourn

Mr. Patton stated the next scheduled meetings would be March 20-21, 2025, in Boise. He mentioned there would also be two committee meetings and a special board meeting on January 31st. Mr. Van Stone moved to adjourn. Mr. Stevenson seconded. Voice vote. All ayes. Motion carried. Meeting adjourned at 11:36 AM (MT).

Respectfully submitted this 21st day of March 2025.

Dean Stevenson, *Secretary*

Jennifer Strange, *Administrative Assistant II*



IDAHO WATER RESOURCE BOARD

Brad Little
Governor

Jeff Raybould
Chairman
St. Anthony
At Large

Jo Ann Cole-Hansen
Vice Chair
Lewiston
At Large

Dean Stevenson
Secretary
Paul
District 3

Dale Van Stone
Hope
District 1

Albert Barker
Boise
District 2

Brian Olmstead
Twin Falls
At Large

Marcus Gibbs
Grace
District 4

Patrick McMahon
Sun Valley
At Large

MINUTES MEETING NO. 2-25

Idaho Water Center
Conference Rooms 602 C & D
322 E. Front Street
BOISE

January 31, 2025

Special Board Meeting No. 2-25

At 2:45 PM (MT) Chairman Raybould called the meeting to order in Boise, Idaho, online participants were on Zoom. The meeting was livestreamed on the Board's YouTube Channel.

Agenda Item No. 1: Roll Call

Board Members Present

Albert Barker: in person
Jo Ann Cole-Hansen, Vice Chairman: online
Marcus Gibbs: online
Patrick McMahon: online
Brian Olmstead: in person
Dean Stevenson, Secretary: absent
Dale Van Stone: online
Jeff Raybould, Chairman: online

Staff Members Present

Brian Patton, Executive Manager
Cynthia Bridge Clark Blake Burkard
Neeley Miller Jennifer Strange

Guests Present

Clinton Pline Heather Harris
Daniel Hoke Steve Stuebner
Mike Schubert Dan Steensen
Ann Yribar: online

Agenda Item No. 2: Water District 63 Project Proposal

Brian Patton said the Finance Committee had recommended a resolution for the Water District 63 Project proposal. The resolution would approve funding

and contract terms and conditions for Phase Two of the Treasure Valley Water Supply Project, sponsored by Water District 63. Neeley Miller highlighted the action items on the resolution, lines 27-37.

Mr. Barker moved to adopt the resolution funding up to \$318,820, with an amendment that the maximum amount paid by the board is subject to reduction based upon additional funding sources. Mr. Olmstead seconded. Roll call vote: Mr. Barker, aye; Ms. Cole-Hansen, aye; Mr. Gibbs, aye; Mr. McMahon, aye; Mr. Olmstead, aye; Mr. Stevenson, absent; Mr. Van Stone, aye; and Chairman Raybould, aye. 7 ayes. The motion passed.

Agenda Item No. 3: Non-Action Items for Discussion

There were no other items for discussion.

Agenda Item No. 4: Next Meeting and Adjourn

Mr. Barker moved to adjourn. Mr. Van Stone seconded. Voice vote. All ayes. Motion carried. Meeting adjourned at 2:50 PM (MT).

Respectfully submitted this 21st day of March 2025.

Dean Stevenson, *Secretary*

Jennifer Strange, *Administrative Assistant II*



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District 2

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Twin Falls
At Large

Marcus Gibbs
Grace
District 4

Patrick McMahon
Sun Valley
At Large

MINUTES MEETING NO. 3-25

Idaho Water Center
Conference Rooms 602 C-D
322 E. Front Street
BOISE

February 18, 2025
Special Board Meeting No. 3-25

At 10:10 AM (MT), upon adjournment of the Aquifer Stabilization Committee Meeting No. 1-25, Chairman Raybould called the meeting to order in Boise, Idaho with some participants on Zoom. The meeting was livestreamed on the Board's YouTube Channel online upon adjournment of the executive session.

Agenda Item No. 1: Roll Call

Board Members Present

Albert Barker: online
Jo Ann Cole-Hansen, Vice Chairman: online
Marcus Gibbs: absent
Patrick McMahon: online
Brian Olmstead: online
Dean Stevenson, Secretary: online
Dale Van Stone: online
Jeff Raybould, Chairman: online

Staff Members Present

Brian Patton, Executive Manager
Cynthia Bridge Clark Mike Morrison
Jennifer Strange Justin Ferguson

Guests Present Online

Ann Yribar

Agenda Item No. 2: Executive Session

At 10:11 AM, Mr. Stevenson moved to resolve into executive session pursuant to Idaho Code 74-206(1) subsection (f) to communicate with legal counsel regarding legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. Mr.

Mc Mahon seconded. Roll call vote: Mr. Barker, aye; Ms. Cole-Hansen, aye; Mr. Gibbs, absent; Mr. McMahan, aye; Mr. Olmstead, aye; Mr. Stevenson, aye; Mr. Van Stone, aye; and Chairman Raybould, aye. 7 ayes. The motion passed.

Ann Yribar spoke on Water Right Permit 02-10556.

Mr. Stevenson moved to resolve out of executive session at 10:38 AM. Mr. Van Stone seconded. Voice vote. All in favor. The motion carried. The meeting was closed to the public, and no actions were taken during the executive session.

Agenda Item No. 3: Water Right Permit 02-10556

Mr. Barker made a motion to reconsider the resolution approving the settlement agreement with Mountain Home and reopen negotiations with Elmore County on its objections to the permit application. Mr. Stevenson seconded. Voice vote. All in favor. The motion carried.

Agenda Item No. 4: Non-Action Items for Discussion

Mr. Barker asked about board member reappointment votes. Mr. Patton stated that the Senate Resource Committee had advance board members Barker and Olmstead to the Senate floor on February 17, 2025, with a “do pass” recommendation.

Agenda Item No. 5: Next Meeting and Adjourn

Mr. Stevenson moved to adjourn. Mr. McMahan seconded. Voice vote. All ayes. Motion carried. Meeting adjourned at 10:40 AM (MT).

Respectfully submitted this 21st day of March 2025.

Dean Stevenson, *Secretary*

Jennifer Strange, *Administrative Assistant II*



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Brian Olmstead
Twin Falls
At Large

Marcus Gibbs
Grace
District 4

Patrick McMahon
Sun Valley
At Large

MINUTES MEETING NO. 4-25

Idaho Water Center
Conference Rooms 602 C-D
322 E. Front Street
BOISE

March 11, 2025

Special Board Meeting No. 4-25

At 1:00 PM (MT) Vice Chair Cole-Hansen called the meeting to order in Boise, Idaho with some participants on Zoom. The meeting was livestreamed on the Board's YouTube Channel.

Agenda Item No. 1: Roll Call

Board Members Present

Albert Barker: online, joined after roll call
Jo Ann Cole-Hansen, Vice Chairman: online
Marcus Gibbs: online, joined after roll call
Patrick McMahon: online
Brian Olmstead: online
Dean Stevenson, Secretary: online
Dale Van Stone: online
Jeff Raybould, Chairman: online

Staff Members Present

Brian Patton, Executive Manager
Mike Morrison
Jennifer Strange
Online were:
Wesley Hipke

Cynthia Bridge Clark

Guests Present

No guests

Agenda Item No. 2: Support for 2024 ESPA Stipulated Mitigation Plan

Brian Patton discussed a draft resolution that expressed IWRB support for the 2024 Stipulated Mitigation Plan and commitment to Eastern Snake Plain Aquifer projects.

Mr. Patton read through the action items of the resolution (lines 45-59). After the vote, Mr. Barker commented that staff support would be needed to focus recharge between Blackfoot and the Minidoka Dam, as mentioned in lines 49-51 of the resolution.

Mr. Stevenson moved to adopt the resolution. Mr. Gibbs seconded. Roll call vote: Mr. Barker, aye; Ms. Cole-Hansen, aye; Mr. Gibbs, aye; Mr. McMahon, aye; Mr. Olmstead, aye; Mr. Stevenson, aye; Mr. Van Stone, aye; and Chairman Raybould, aye. 8 ayes. The motion passed.

Agenda Item No. 3: Non-Action Items for Discussion

There were no other items for discussion.

Agenda Item No. 4: Next Meeting and Adjourn

Mr. Patton stated the next scheduled meetings would be March 20-21, 2025, in Boise. Mr. Gibbs moved to adjourn. Mr. Van Stone seconded. Voice vote. All ayes. Motion carried. Meeting adjourned at 1:08 PM (MT).

Respectfully submitted this 21st day of March 2025.

Dean Stevenson, *Secretary*

Jennifer Strange, *Administrative Assistant II*

**Idaho Water Resource Board
COMMITTEES AND MEMBERSHIP 2025**

<p>Financial Programs</p> <p><u>Purpose:</u> Develops policy and direction for the IWRB’s financial programs including loans, grants, revenue bonds, and project expenditures. Develops guidance for standard interest rates and terms for loans. Oversees revenue generating features of IWRB’s programs. Recommends loan approvals to full Board.</p> <p>Jo Ann Cole-Hansen, Chair Dean Stevenson Marc Gibbs</p> <p>Jeff Raybould Dale Van Stone</p>	<p>Water Storage Projects</p> <p><u>Purpose:</u> Develops policy and direction for Idaho’s efforts to increase water storage capacity, including surface storage and underground storage. Oversees studies of potential storage projects and considers future steps for potential storage projects.</p> <p>Brian Olmstead, Chair Jo Ann Cole-Hansen Marc Gibbs</p> <p>Jeff Raybould Al Barker</p>
<p>Water Resource Planning</p> <p><u>Purpose:</u> Develops policy and direction for the IWRB’s planning programs, including State Water Plan, Basin Plans, and CAMPs. Oversees progress and completion of State Water Plan, Basin Plans, and CAMPs. Oversees plan implementation progress. Makes recommendations about new planning efforts and approaches.</p> <p>Al Barker, Chair Marc Gibbs Jo Ann Cole-Hansen</p> <p>Jeff Raybould Dean Stevenson</p>	<p>Streamflow Enhancement & Minimum Streamflow</p> <p><u>Purpose:</u> Develops policy and direction for the Upper Salmon Streamflow Enhancement (Water Transactions) Program together with program partners, including review of project proposals. Develops policy and direction for the IWRB’s minimum streamflow program, including development of new MSF water rights and protection and administration of existing MSF water rights.</p> <p>Pat McMahon, Chair Dale Van Stone</p> <p>Dean Stevenson Brian Olmstead</p>
<p>Cloud Seeding</p> <p><u>Purpose:</u> Develops policy and direction to determine Board Support and participation in clouding seeding projects statewide. Reviews project proposals and monitors program effectiveness.</p> <p>Marc Gibbs, Chair Al Barker</p> <p>Jeff Raybould Pat McMahon</p>	<p>Upper Snake River Advisory</p> <p><u>Purpose:</u> A committee chaired by a Water Board member to discuss Upper Snake Basin reservoir, river, and recharge operations with relevant parties that make up the committee.</p> <p>Brian Olmstead, Chair</p>
<p>Water Supply Bank</p> <p><u>Purpose:</u> Develops policy and direction for the Water Bank through oversight of the Board’s bank and rental pools. Coordinates with IWRB-appointed local committees. Reviews proposed changes to Water Supply Bank statutes, rules and rental pool procedures. Makes recommendations about the establishment of new rental pools.</p> <p>Al Barker, Chair Dale Van Stone</p> <p>Marc Gibbs Brian Olmstead</p>	<p>Aquifer Stabilization</p> <p><u>Purpose:</u> Develops policy and direction to determine Board support and participation in aquifer stabilization activities in the ESPA, Big Wood, Treasure Valley and other areas. Reviews project proposals and monitors program effectiveness. Oversees IWRB’s operational managed recharge program on ESPA, and investigations of managed recharge in Treasure Valley and other areas.</p> <p>Dean Stevenson, Chair Brian Olmstead</p> <p>Al Barker Pat McMahon</p>
<p>Water Supply Management Committee</p> <p><u>Purpose:</u> Develops policy and direction for water management issues.</p> <p>Jeff Raybould, Chair Dean Stevenson</p> <p>Brian Olmstead</p>	

Memorandum



To: Idaho Water Resource Board
 From: Neeley Miller, Planning & Projects Bureau
 Date: March 13, 2025
 Re: Financial Status Report

As of January 31, 2025 the IWRB’s available and committed balances are as follows:

Secondary Aquifer Planning, Management & Implementation Fund:

Cash Balance	\$38,872,537
Committed	\$32,328,762
Uncommitted Balance	\$6,543,776

Revolving Development Account:

Cash Balance	\$35,806,341
Committed Balance	\$27,752,462
Loan principal outstanding	\$20,855,170
Uncommitted Balance	\$8,053,879

Water Management Account

Cash Balance	\$319,686,495
Total Obligated Funds	\$308,259,950
Unobligated Funds	\$11,426,545

Total committed/earmarked/obligated but not disbursed	\$368,341,174
Total loan principal outstanding	\$20,855,170
Total uncommitted/unobligated balance	\$26,024,200

ARPA

Appropriations

Received per HB 769 (2022)	\$100,000,000
Received per SB 1181 (2023)	\$24,497,544
Received per SB 1411 (2024)	<u>\$75,502,456</u>
Total Received to date	\$200,000,000*

Total Obligated	\$250,000,000
Expended	\$123,858,894
Remaining Committed Balance	\$135,918,193

* IDWR Fiscal staff anticipates receipt of the \$50M FY 2026 ARPA appropriation on or shortly after July 1, 2025

- The obligated and unobligated balances in the Water Management Account include funding from the following appropriations:
 - FY 2020 (HB 285, Sec 1, Leg 2019) - \$20 million
 - FY 2022 (SB 1121, Sec 1, Leg 2021) - \$50 million
 - FY 2023 (HB 769, Sec 6, Leg 2022 - 1/3 or \$25M to be used for Aging Infrastructure Grants) - \$75 million
 - FY 2024 (HB 361, Sec 1, Leg 2023 - 1/3 or \$50M to be used for Aging Infrastructure Grants) - \$150 million
 - FY 2025 (SB 1411, Sec 3 - Received after July 1, 2024) - \$30 million

- IWRB funding actions that occurred in February include the following:
 - Water Management Account
 - Funding for Phase Two of the Treasure Valley Water Supply Project \$318,820
 - Resolution: 02-2025
 - This reduces the January 31 unobligated balance to \$11,107,725

Idaho Water Resource Board
Sources and Applications of Funds
as of January 31, 2025

SECONDARY AQUIFER PLANNING, MANAGEMENT, & IMPLEMENTATION FUND

Legislative Appropriation (HB 291, Sec 2) Transfer from Rev Dev FY2011.....	2,465,300.00
Legislative Appropriation (SB 1389, Sec 5) Transfer from Rev Dev FY 2012.....	1,232,000.00
Legislative Appropriation (HB 270, Sec 3) Transfer from Rev Dev FY2013.....	716,000.00
Water User Contributions.....	109,493.16
Interest Earned State Treasury.....	5,110,251.17
Loan Interest.....	15,861.10
Magic Valley/North Snake GWD Principal Payment (Magic Springs Pipeline Project loan).....	4,000,000.00
Magic Valley/North Snake GWD (Magic Springs Pipeline Project loan).....	(4,000,000.00)
Water User Contribution Expenditures.....	(106,537.50)
Conversion Project (AWEP) measurement devices.....	(16,455.21)
Cloud Seeding Project.....	(20,000.00)
Public Information Services.....	(13,641.25)
Five-Year Managed Recharge Pilot Program.....	(1,424,113.56)
Cooperative Weather Modification Program (CON01109).....	(483,997.64)
Mountain Home Air Force Base (MHAFB) Water Sustainability Project.....	(1,238,945.67)
Carryforward to SRAS Sub-Account.....	(1,222,548.45)
Total Expenditures for HB291, Sec 2; SB1389, Sec 5; HB270, Sec 3; Other Contributions.....	(8,526,239.28)
Balance of HB291, Sec 2; SB1389, Sec 5; HB270, Sec 3; Other Contributions.....	5,122,666.15

Committed Funds	Committed	Expended	Uncommitted	Balance
HB291 Sec 2, SB1389 Sec 5 & HB270 Sec 3				
Cooperative Weather Modification Program (CON01109).....	492,000.00	(483,997.64)	(8,002.36)	0.00
MHAFB Water Sustainability Project.....	1,900,000.00	(1,238,945.67)	(661,054.33)	0.00
Balance of Committed Funds for HB291, SB1389, HB270.....	2,392,000.00	(1,722,943.31)	(669,056.69)	0.00

State Recharge & Aquifer Stabilization (SRAS) Sub-Account

Legislative Appropriation (HB547) State Recharge & Aquifer Stabilization.....	52,679,026.37
Recharge Payments - City of Pocatello.....	91,364.00
Carryforward from Recharge Infrastructure Projects Sub-Account.....	2,151,238.59
SRAS Operations - 29822.....	(791,756.14)
SRAS Recharge Conveyance - 29823.....	(19,900,610.15)
SRAS Studies - 29824.....	(995,256.65)
SRAS Projects - 29825.....	(11,586,593.18)
SRAS Monitoring - 29826.....	(2,643,894.82)
SRAS Hydrology Monitoring - 29827.....	(1,534,471.30)
SRAS Grants - 29828.....	0.00
Total Expenditures for HB547 - SRAS.....	(37,452,582.24)
Balance for State Recharge & Aquifer Stabilization Sub-Account.....	17,469,046.72

Committed Funds	Committed	Expended	Uncommitted	Balance
HB547				
SRAS Operations - 29822.....	1,648,880.00	(791,756.14)	(625,439.35)	231,684.51
SRAS Recharge Conveyance - 29823.....	31,250,000.00	(19,900,610.15)	(816,351.70)	10,533,038.15
SRAS Studies - 29824.....	8,423,568.00	(995,256.65)	(4,630,809.87)	2,797,501.48
SRAS Projects - 29825.....	38,317,958.50	(11,586,593.18)	(25,938,466.36)	792,898.96
SRAS Monitoring - 29826.....	4,294,500.00	(2,643,894.82)	(777,571.43)	873,033.75
SRAS Hydrology Monitoring - 29827.....	2,475,000.00	(1,534,471.30)	(260,990.17)	679,538.53
SRAS Grants - 29828.....	0.00	0.00	0.00	0.00
Total HB547 Commitments.....	86,409,906.50	(37,452,582.24)	(33,049,628.88)	15,907,695.38

Water Sustainability (WS) Sub-Account

Legislative Appropriation (SB1190, Sec 3) Water Sustainability.....	500,000.00
Legislative Appropriation (SB1402, Sec 4) Water Sustainability.....	2,500,000.00
Legislative Appropriation (SB1402, Sec 5) Water Sustainability.....	5,000,000.00
Legislative Appropriation (SB1176, Sec 4) Water Sustainability.....	5,000,000.00
Legislative Appropriation (HB677, Sec 4) Water Sustainability.....	5,000,000.00
Legislative Appropriation (HB256, Sec 4) Water Sustainability.....	5,000,000.00
Legislative Appropriation (HB646, Sec 4) Water Sustainability.....	4,750,000.00
Legislative Appropriation (SB1190, Sec 4) Water Sustainability.....	5,000,000.00
Legislative Appropriation (HB769, Sec 4) Water Sustainability.....	5,000,000.00
Legislative Appropriation (SB1181, Sec 4) Water Sustainability.....	5,000,000.00
Legislative Appropriation (SB1269, Sec 14) Water Sustainability.....	5,000,000.00
Water District Repayment for Cloudseeding.....	432,978.00
Carryforward from North Idaho Studies Sub-Account.....	109,351.82
WS Administration - 29840.....	(1,755,191.10)

WS Operations - 29842.....	0.00
WS Recharge Conveyance - 29843.....	0.00
WS Studies - 29844.....	(6,813,331.03)
WS Projects - 29845.....	(1,869,686.71)
WS Monitoring - 29846.....	0.00
WS Hydrology Monitoring - 29847.....	(3,102,659.75)
WS Hydrology Modeling - 29848.....	(2,639,817.90)
WS Grants - 29849.....	(119,196.03)
WS Programs - 29850.....	(109,583.72)
WS Clouds - 29860.....	(15,602,039.32)
Total Expenditures for Water Sustainability.....	<u>(32,011,505.56)</u>
Balance for Water Sustainability (WS) Sub-Account.....	16,280,824.26

Committed Funds	<u>Committed</u>	<u>Expended</u>	<u>Uncommitted</u>	<u>Balance</u>
SB1190 & SB1402				
WS Admin & Operations - 29840 & 29842.....	2,041,500.00	(1,755,191.10)	(70,976.70)	215,332.20
WS Recharge Conveyance - 29843.....	0.00	0.00	0.00	0.00
WS Studies - 29844.....	9,834,403.00	(6,813,331.03)	(1,021,827.63)	1,999,244.34
WS Projects - 29845.....	5,024,659.00	(1,869,686.71)	(1,838,652.31)	1,316,319.98
WS Monitoring - 29846.....	0.00	0.00	0.00	0.00
WS Hydrology Monitoring - 29847.....	5,003,352.82	(3,102,659.75)	(972,832.50)	927,860.57
WS Hydrology Modeling - 29848.....	3,070,000.00	(2,639,817.90)	0.00	430,182.10
WS Grants - 29849.....	600,000.00	(119,196.03)	(480,803.97)	0.00
WS Programs - 29850.....	200,000.00	(109,583.72)	0.00	90,416.28
WS Clouds - 29860.....	28,728,150.00	(15,602,039.32)	(1,684,400.00)	11,441,710.68
Balance for SB1190 & SB1402.....	54,502,064.82	(32,011,505.56)	(6,069,493.11)	16,421,066.15

Department of Energy SEP Grants Sub-Account - 29870 & 29871

Department of Energy Grant Reimbursement (\$251K).....	251,000.00
Department of Energy Grant Reimbursement (ESPA).....	928,000.00
Department of Energy Grant Reimbursement (Big Lost).....	1,140,000.00
Department of Energy Grant Reimbursement (Raft River).....	832,000.00
Department of Energy Grant Expenditures (\$251K).....	(251,000.00)
Department of Energy Grant Expenditures (29871 - ESPA).....	(928,000.00)
Department of Energy Grant Expenditures (29872 - Big Lost).....	(1,140,000.00)
Department of Energy Grant Expenditures (29874 - Raft River).....	(832,000.00)
Balance of DOE SEP Grants Sub-Account.....	0.00

Funds Awarded	<u>Total Award</u>	<u>Expended</u>	<u>Uncommitted</u>	<u>Balance</u>
Dept of Energy SEP Award				
DOESEP (2017-2018).....	251,000.00	(251,000.00)	0.00	0.00
ESPA Hydrologic Monitoring (DOE - Years 1-3 = \$928,000).....	928,000.00	(928,000.00)	0.00	0.00
Hydrologic Monitoring (DOE - Years 1-3 = \$1.14M).....	1,140,000.00	(1,140,000.00)	0.00	0.00
Raft River Hydrologic Monitoring (DOE - Years 1-3 = \$832K).....	832,000.00	(832,000.00)	0.00	0.00
Balance of DOE Funds Awarded.....	3,151,000.00	(3,151,000.00)	0.00	0.00

Secondary Aquifer Planning, Management, and Implementation Committed Funds..... 32,328,761.53

Secondary Aquifer Planning, Management, and Implementation Available Funds..... 6,543,775.60

IDAHO WATER RESOURCE BOARD
Sources and Applications of Funds
as of January 31, 2025
REVOLVING DEVELOPMENT ACCOUNT

Original Appropriation (1969).....		\$500,000.00	
Legislative Appropriation FY90-91.....		\$250,000.00	
Legislative Appropriation FY91-92.....		\$280,700.00	
Legislative Appropriation FY93-94.....		\$500,000.00	
Legislative Appropriation 2001, SB1239.....		\$200,000.00	
Legislative Appropriation 2004, HB843, Sec 12.....		\$500,000.00	
Loan Interest.....		\$15,158,999.51	
Interest Earned State Treasury (Transferred).....		\$4,020,601.91	
Water Supply Bank Receipts.....		\$10,968,624.63	
Transferred to/from Water Management Account.....		\$317,253.80	
Filing Fee Balance.....		\$47,640.20	
Bond Fees.....		\$1,467,101.45	
Series 2000 (Caldwell/New York) Pooled Bond Issuers fees.....		\$43,657.93	
2012 Ground Water District Bond Issuer fees.....		\$366,000.00	
Bond Issuer fees.....		\$17,407.59	
Pierce Well Easement.....		\$2,000.00	
Transfer from Aqualife Hatchery Sub-Account.....		\$1,117,800.85	
Transfer from Pristine Springs Sub-Account.....		\$554,882.10	
TOTAL REVENUE.....			36,312,669.97
Legislative Audits.....		(\$49,404.45)	
IWRB Bond Program.....		(\$25,900.00)	
IWRB Studies and Projects.....		(\$249,067.18)	
Arbitrage Calculation Fees.....		(\$14,000.00)	
Protest Fees.....		(\$995.00)	
Attorney fees for Jughandle LID (Skinner Fawcett).....		(\$3,600.00)	
Attorney fees for A&B Irrigation (Skinner Fawcett).....		(\$4,637.50)	
Lemhi Basin Protest Costs - (Attorney General's Office).....		(\$32,279.54)	
Weiser Galloway Study - US Army Corps of Engineers.....		(\$1,554,918.51)	
Boise River Storage Feasibility Study.....		(\$333,000.00)	
Geotech Environmental (Transducers).....		(\$6,402.61)	
Priest Lake Improvement Study (16-Mar-16).....		(\$917,725.21)	
Priest Lake Construction Project Contribution.....		(\$830,864.50)	
Treasureton Irrigation Ditch Co.....		(\$5,000.00)	
Balance of Outstanding Loans.....		(\$20,854,893.13)	
TOTAL EXPENDITURES.....			(\$24,882,687.63)
CASH BALANCE OF MISCELLANEOUS PROJECTS.....			\$11,429,982.34
Ririe Reservoir Flood Control			
Transfer to Ririe Reservoir Flood Control (SB1190, Sec 7).....	\$4,203,829.73		
Rule Curve Modification Expenditures (Mitigation Inc CON01561).....	(\$1,233,866.11)		
Cash Balance Ririe Reservoir Flood Control Project.....			\$2,969,963.62
Committed Funds			
Mitigation Inc (CON01561).....	\$410,378.74		
TOTAL COMMITTED FUNDS.....	\$410,378.74		
Uncommitted Ririe Reservoir Flood Control.....			\$2,559,584.88
Minidoka Dam Enlargement/Teton Dam Replacement Studies (29510)			
Legislative Appropriation 2008, SB1511 Sec 2, Minidoka/Teton Studies.....		\$1,800,000.00	
Legislative Appropriation 2008, SB1511 Sec 2, Minidoka Studies Expenditures.....		(\$1,229,460.18)	
Balance for Minidoka Dam Enlargement/Teton Dam Replacement Studies.....			\$570,539.82
Committed Funds			
Minidoka Dam Enlargement/Teton Dam Replacement Studies.....	\$570,539.82		
TOTAL COMMITTED FUNDS.....	\$570,539.82		
Uncommitted for Minidoka Dam Enlargement/Teton Dam Replacement Studies.....			\$0.00
Priest Lake Water Management Project (29521)			
Legislative Appropriation (2018, HB 677 Sec 5).....	\$2,400,000.00		
Legislative Approval (2018, HB 677 Sec 6).....	\$2,419,580.50		
Transfer to Priest Lake Construction Project.....	(\$4,169,135.50)		
Bonner County Contribution.....	\$160,000.00		
Sandpiper Shores Contribution.....	\$10,000.00		
Legislative Approval (2020, HB 645 Sec 7).....	\$410,000.00		
Interest Earned State Treasury.....	\$260,089.54		
Total Priest Lake Water Management Project Revenue.....		\$1,490,534.54	
Contract Expenditures - Mott MacDonald (CON01426).....	(\$638,162.35)		
Dam Operator Contracts.....	(\$60,877.27)		
Misc Expenditures.....	(\$40,242.67)		
Total Priest Lake Water Management Project Expenditures.....		(\$739,282.29)	
Cash Balance Priest Lake Water Management Project.....			\$751,252.25
Committed Funds			
Dam Operator Contracts (CON01445, CON01453, CON01454).....	\$0.00		
Dam Operator Contracts (CON01541, CON01542).....	\$0.00		
Dam Operator Contracts (CON5770, CON5771) Year 1 of 5.....	\$146,745.01		
Mott MacDonald Contract (CON01426).....	\$0.00		
TOTAL COMMITTED FUNDS.....	\$146,745.01		
Uncommitted Priest Lake Water Management Project Balance.....			\$604,507.24
Priest Lake Construction Project (29522)			
Transfer to Priest Lake Construction Project.....	\$4,169,135.50		
Contribution from Uncommitted Funds.....	\$830,864.50		
Additional Approved Funds.....			
Local Contribution.....	\$0.00		
Total Priest Lake Construction Project Revenue.....		\$5,000,000.00	
Mott MacDonald Expenditures (CON01484).....	(\$1,772,233.30)		
Strider Construction - Outlet Dam Expenditures (CON01480).....	(\$1,184,270.75)		
Strider Construction - Thorofare Expenditures (CON01481).....	(\$2,052,265.86)		
Builder's Risk Insurance.....	(\$41,879.00)		
Butler Spink LLP (CON01597).....	(\$2,175.00)		
IDL Mineral Lease.....	(\$2,160.00)		
Legal Advertisement.....	(\$733.58)		
Travel and Misc Costs.....	(\$4,443.54)		
Kirton McConkie (CON01615).....	(\$46,588.76)		
Northbank Civil & Marine.....	\$0.00		
Total Priest Lake Construction Project Expenditures.....		(\$5,106,749.79)	
Cash Balance Priest Lake Construction Project.....			(\$106,749.79)
Committed Funds			
Mott MacDonald Contract (CON01484).....	\$36,214.94		
Strider Construction - Outlet Dam (CON01480).....	\$0.00		
Strider Construction - Thorofare (CON01481).....	\$0.00		
Construction Contingency (Kirton McConkie - CON01615).....	\$0.00		
TOTAL COMMITTED FUNDS.....	\$36,214.94		
Uncommitted Priest Lake Construction Project Balance.....			(\$142,964.73)
Bell Rapids Water Rights Sub-Account			
Legislative Appropriation 2005, HB392.....	\$21,300,000.00		
Bureau of Reclamation Payments Received.....	\$29,446,335.46		
Remaining balance in ESPA Sub-Account.....	\$341,759.55		
Water Supply Bank Payments - Owner's Share.....	\$97,857.00		

Interest Earned State Treasury.....	\$698,613.04	
Total Bell Rapids Water Rights Sub-Account Revenue.....		\$51,884,565.05
Bell Rapids Purchase.....	(\$22,041,697.55)	
Transfer to General Fund - P&I.....	(\$22,072,052.06)	
Payment to US Bank for Alternative Financing Note.....	(\$7,118,125.86)	
Payment for Water District 02 Assessments.....	(\$151,218.29)	
Payment for Ongoing Bell Rapids Finance Costs (trustee fees, water bank, etc.).....	(\$6,740.10)	
Total Bell Rapids Water Rights Sub-Account Expenditures.....		(\$51,389,833.86)
Cash Balance Bell Rapids Water Rights Sub-Account.....		\$494,731.19
Committed Funds		
Ongoing Bell Rapids Finance Costs (trustee fees, WD02).....	\$412,885.69	
TOTAL COMMITTED FUNDS.....	\$412,885.69	
Uncommitted Bell Rapids Water Rights Sub-Account Balance.....		\$81,845.50
Pristine Springs Project Sub-Account		
Rental Payments to be Transferred to Secondary Aquifer Fund.....	\$961,675.10	
Loan Interest.....	\$3,322,885.32	
Loan Principal from Magic Valley & North Snake GWD.....	\$8,720,788.86	
Total Pristine Springs Project Revenue to be Transferred.....		\$13,005,349.28
Total Pristine Springs Project Revenue Transferred to 0129-01.....	(\$5,129,300.00)	
Total Pristine Springs Project Revenue Transferred to 0129.....	(\$7,160,000.00)	
Total Pristine Springs Project Sub-Account Transfers.....		(\$12,289,300.00)
Cash Balance Pristine Springs Sub-Account.....		\$716,049.28
Pristine Springs Committed Funds		
Loan Payments to be transferred to 0129.....	\$716,000.00	
TOTAL COMMITTED FUNDS.....	\$716,000.00	
Loans Outstanding for Purchase of PS Water Rights		
Loan to North Snake & Magic Valley GWD.....	\$10,000,000.00	
Payments from North Snake & Magic Valley GWD.....	(\$8,134,091.11)	
Total Loans Outstanding.....	\$1,865,908.89	
Uncommitted Pristine Springs Sub-Account.....		\$49.28
Rathdrum Prairie CAMP & Treasure Valley CAMP Sub-Account		
Pristine Springs Hydropower and Rental Revenues.....	\$271,672.34	
Interest Earned State Treasury.....	\$573.11	
Rathdrum Prairie CAMP & Treasure Valley CAMP Sub-Account Revenue.....		\$272,245.45
Spokane River Forum.....	(\$23,000.00)	
Treasure Valley Water Quality Summit.....	(\$500.00)	
Kootenai-Shoshone Soil & Water Cons. Dist. - Agrimet Station.....	(\$20,000.00)	
Rathdrum Prairie-Spokane Valley Aquifer Pumping Study (CUN00989).....	(\$70,000.00)	
Idaho Washington Aquifer Collaborative.....	(\$10,000.00)	
Rathdrum Prairie CAMP & Treasure Valley CAMP Sub-Account Expenditures.....		(\$123,500.00)
Cash Balance Rathdrum Prairie CAMP & Treasure Valley CAMP Sub-Account.....		\$148,745.45
Committed Funds		
Spokane River Forum.....	\$0.00	
TOTAL COMMITTED FUNDS.....	\$0.00	
Uncommitted Rathdrum Prairie CAMP & TV CAMP Sub-Account.....		\$148,745.45
Upper Salmon/CBWP Sub-Account		
Water Transaction Projects Payment Advances from CBWP/Accord.....	\$7,147,414.03	
PCSRF Funds for Admin of Non-Diversion Easements on Lemhi River.....	\$216,584.46	
Interest Earned State Treasury.....	\$657,513.20	
Upper Salmon/CBWP Sub-Account Revenue.....		\$8,021,511.69
Transfer to Water Supply Bank.....	(\$129,812.92)	
Change of Ownership.....	(\$600.00)	
Appraisals/Closing Costs.....	(\$15,023.98)	
Payments for Water Acquisition.....	(\$5,222,084.08)	
Upper Salmon/CBWP Sub-Account Expenditures.....		(\$5,367,520.98)
Cash Balance CBWP Sub-Account.....		\$2,653,990.71
Committed Funds		
Administration of Non-Diversion Easements on Lemhi River.....	\$119,250.61	
Bar G Farms (Fahsimeron- Little Mud).....	(\$5,290.98)	
Bayhorse Creek (Peterson Ranch).....	\$17,834.38	
Batger Creek (OWBP) WSB.....	\$2,389.10	
Beaver Creek (DOT LLP).....	\$81,610.78	
Big Timber Tyler Phase I (Leadore Land Partners).....	\$217,710.32	
Big Timber Tyler Phase II (Leadore Land Partners).....	\$73,419.63	
Bohannon Creek DJ (Barbara Stokes).....	\$661,283.33	
Bohannon Creek BS (Betty Stokes).....	\$325,190.00	
Canyon Creek/Big Timber Creek (Beyeler).....	\$223,875.16	
Carmen Creek (Bill Slavin).....	\$149,315.14	
Carmen Creek (Bruce Slavin).....	\$93,696.42	
Fourth of July Creek (Defiance Investments).....	\$8,560.09	
Iron Creek (Koncz).....	\$54,392.61	
Knapp Creek (Cape Horn Ranch LLC).....	(\$7,804.50)	
Kenney Creek Source Switch (Gail Andrews).....	\$14,576.50	
Lemhi - Big Springs (Merrill Beyeler).....	\$36,012.54	
Lemhi River & Little Springs Creek Kauer (McFarland Livestock Co).....	\$10,773.86	
Little Springs Creek (Snyder).....	\$144,100.36	
Lower Eighteenmile Creek (Ellsworth Angus Ranch).....	\$1,777.78	
Lower Lemhi Thomas (Robert Thomas).....	\$900.00	
P-9 Bowles (River Valley Ranch).....	\$95,256.19	
P-9 Charlton (Sydney Downton).....	\$6,358.52	
P-9 Downton (Western Sky LLC).....	\$76,195.28	
P-9 Elzinga (Elzinga).....	\$94,247.32	
Patterson-Big Springs PBSC9 (Silver Bit Angus/S Whitworth).....	\$103,249.85	
Pole Creek (Salmon Falls Land).....	\$457,632.58	
Pratt Creek (Mulkey).....	\$62,333.01	
Spring Creek (Richard Beard).....	\$1,562.61	
Spring Creek (Ella Beard).....	\$2,285.76	
Whitefish (Leadore Land Partners).....	\$42,428.68	
Total Committed Funds.....	\$3,165,122.93	
Uncommitted CBWP Sub-Account Balance.....		(\$511,132.22)
Water Supply Bank Sub-Account		
Interest Earned State Treasury.....	\$108,143.53	
Payments received from renters.....	\$7,886,603.19	
Payments made to owners.....	(\$7,300,973.60)	
Cash Balance Water Supply Bank Sub-Account.....		\$693,773.12
Committed Funds:		
Owners Share.....	\$547,413.66	
Total Committed Funds.....	\$547,413.66	
Uncommitted Water Supply Bank Sub-Account Balance.....		\$146,359.46
Eastern Snake Plain Sub-Account		
Legislative Appropriation 2005, HB392.....	\$7,200,000.00	
Legislative Appropriation 2005, HB392, CREP Program.....	\$3,000,000.00	
Interest Earned State Treasury.....	\$2,245,004.33	
Loan Interest.....	\$310,626.68	
Reimbursement from Commerce & Labor W-Canal.....	\$74,709.77	
Reimbursement from MVGWD & NSGWD-Pristine Springs.....	\$1,000,000.00	
Reimbursement from Water District 1 for Recharge.....	\$159,764.73	
Reimbursement from BOR for Palisades Reservoir.....	\$2,381.12	
Black Canyon Exchange Project Revenues.....	\$23,800.00	
Eastern Snake Plain Sub-Account Revenue.....		\$14,016,286.63
Installment payments to Bell Rapids Irr Co.....	(\$3,375,180.00)	
Interest Credit due to Bureau of Reclamation (Part of Fourth Installment).....	(\$19,860.45)	
Pristine Springs Project Costs.....	(\$6,863.91)	

Palisades (FMC) Storage Costs.....	(\$3,541,652.21)	
W-Canal Project Costs.....	(\$326,834.11)	
Black Canyon Exchange Project Costs.....	(\$261,352.00)	
2008 Recharge Conveyance Costs.....	(\$14,580.00)	
2009 Recharge Conveyance Costs.....	(\$355,253.00)	
2010 Recharge Conveyance Costs.....	(\$484,231.62)	
2008-2010 Recharge Conveyance Costs.....	(\$854,064.62)	
Additional recharge projects preliminary development.....	(\$7,919.75)	
Transfer to Bell Rapids Sub Account.....	(\$341,759.55)	
Transfer to Pristine Springs Sub Account.....	(\$1,000,000.00)	
Transfer to Priest Lake Sub-Account (2018 HB 677, Sec 6).....	(\$2,419,580.50)	
Eastern Snake Plain Sub-Account Expenditures.....		(\$12,155,067.10)
Cash Balance Eastern Snake Plain Sub-Account.....		\$1,861,219.53
Loans and Other Commitments		
Commitment - Additional recharge projects preliminary development.....	\$337,594.00	
Commitment - Palisades Storage O&M.....	\$3,221.64	
Commitment - Black Canyon Exchange Project (fund with ongoing revenues).....	\$442,252.95	
Total Loans and Other Commitments.....	\$783,068.59	
Eastern Snake Plain Sub-Account Balance after Commitments.....		\$1,078,150.94
CREP Loans Outstanding:		
American Falls-Aberdeen GWD (CREP).....	\$0.00	
Bonneville Jefferson GWD (CREP).....	(\$277.16)	
Magic Valley GWD (CREP).....	\$0.00	
North Snake GWD (CREP).....	\$0.00	
TOTAL ESP CREP LOANS OUTSTANDING.....	(\$277.16)	
Uncommitted Eastern Snake Plain Sub-Account Balance.....		\$1,078,428.10
Dworshak Hydropower Project		
Power Sales & Other.....	\$17,683,792.73	
Interest Earned State Treasury.....	\$2,053,219.49	
Total Dworshak Project Revenue.....		\$19,737,012.22
Operations & Maintenance.....	(\$4,386,359.36)	
Powerplant Repairs.....	(\$180,409.72)	
Capital Improvements.....	(\$318,366.79)	
FERC Payments.....	(\$148,076.88)	
Transferred to 1st Security Trustee Account FINAL.....	(\$148,542.63)	
Construction not paid through bond issuance FINAL.....	(\$226,106.83)	
First Security Fees FINAL.....	(\$314,443.35)	
Bond payoff FINAL.....	(\$391,863.11)	
Total Dworshak Project Expenditures.....		(\$6,114,168.67)
Cash Balance Dworshak Hydropower Project.....		\$13,622,843.55
Dworshak Project Committed Funds		
Emergency Repair/Future Replacement Fund.....	\$6,899,592.93	
FERC Fee Payment Fund.....	\$0.00	
Total Dworshak Project Committed Funds.....	\$6,899,592.93	
Uncommitted Dworshak Hydropower Project Sub-Account Balance.....		\$6,723,250.62
Loans Outstanding:	Amount Loaned	Principal Balance
A&B Irrigation District (Pipeline & Pumping Plant, Dec).....	\$3,500,000.00	\$2,207,486.89
A&B Irrigation District (Pipeline & Pumping Plant, Sept).....	\$3,500,000.00	\$2,214,134.09
Bannock Feeder Canal.....	\$335,110.00	\$335,110.00
Bee Line Water Association (Sep 23, 2014; System Improvements).....	\$600,000.00	\$427,355.78
Bennington Irrigation Company (Infrastructure replacement).....	\$117,184.82	\$39,330.51
Blaine County Canal Co.....	\$6,000,000.00	\$15,725.55
Boise City Canal Company.....	\$200,000.00	\$42,116.66
Boise Warm Springs Water District.....	\$2,810,000.00	\$2,810,001.02
Canyon County Drainage District No. 2 (28-Nov-12; Drain tile pipeline replacement).....	\$35,000.00	\$0.00
Clearview Water Company.....	\$50,000.00	\$5,488.52
Cloverdale Ridge Water Corporation (Irrigation infrastructure).....	\$56,615.00	\$50,374.77
Conant Creek Canal Company.....	\$90,000.00	\$76,000.00
Consolidated Irrigation Company (July 20, 2012; pipeline project).....	\$500,000.00	\$245,984.48
Dalton Water Association.....	\$1,036,900.00	\$872.76
Enterprize Canal Company.....	\$3,588,856.00	\$3,121,700.00
Evans Water Corporation & HOA.....	\$20,000.00	\$9,139.64
Falls Irrigation District.....	\$9,095,000.00	\$1,227,788.11
Farmers Land and Irrigation Company.....	\$185,333.00	\$15,503.94
Foothill Ranch Homeowners Association (7-oct-11; well rehab).....	\$150,000.00	\$33,809.63
Goose Lake Reservoir Corp.....	\$320,000.00	\$160,371.39
King Hill Water Corporation (Irrigation infrastructure replacement).....	\$1,500,000.00	\$1,500,000.00
Lakeview Estate Subdivision HOA.....	\$65,000.00	\$39,989.39
Last Chance Canal Company (14-July-2015, diversion dam rebuild).....	\$2,500,000.00	\$1,421,935.06
Marsh Center Irrigating Company.....	\$700,000.00	\$69,803.74
Milner Irrigation District (pipeline replacement).....	\$2,000,000.00	\$1,623,439.88
North Side Canal Company (Phase 1 - canal rehab project).....	\$1,846,092.61	\$1,216,683.80
North Side Pumping Company.....	\$995,000.00	\$397,736.87
Outlet Water Association (22-Jan-16; new well & improvements).....	\$100,000.00	\$26,001.05
Picabo Livestock Co Inc.....	\$95,000.00	\$91,610.69
Pinehurst Water District (23-Jan-15).....	\$100,000.00	\$0.00
Pinehurst Water District.....	\$100,000.00	\$86,490.31
Point Springs Grazing Association (July 20, 2012; stock water pipeline).....	\$48,280.00	\$281.52
Point Springs Grazing Association.....	\$47,335.53	\$30,000.00
Producers Irrigation Company.....	\$102,127.50	\$0.00
Reynolds Irrigation District.....	\$250,000.00	\$154,106.06
South Valley Ground Water District.....	\$150,000.00	\$18.46
St. Johns Irrigating Company (14-July-2015; pipeline project).....	\$1,417,905.22	\$921,899.69
Twin Lakes Canal Company (Winder Lateral Pipeline Project).....	\$500,000.00	\$0.00
Valley County Local Improvement District No. 1/Jughandle HOA (well project, 27-Jan-12).....	\$907,552.00	\$236,880.03
TOTAL LOANS OUTSTANDING.....		\$20,855,170.29
Loans and Other Funding Obligations:		
Reserved for Future Loans.....		\$0.00
Bannock Feeder Canal.....		\$0.00
Barber Pool Hydro.....		\$850,670.00
Blaine County Canal Co.....		\$3,701,235.91
Boise City Canal Company.....		\$157,883.34
Boise Warm Springs Water District.....		(\$1.02)
Chester Canal & Irrigation Company.....		\$34,895.00
Conant Creeek Canal Company.....		\$14,000.00
Enterprize Canal Company.....		\$467,156.00
Falls Irrigation District.....		\$7,867,211.89
Farmers Land & Irrigation Company.....		\$169,829.06
Lakeview Estates Subdivision HOA.....		\$25,010.61
Marsh Center Irrigating Company.....		\$35,000.29
North Side Pumping Company.....		\$597,263.13
Pinehurst Water District.....		\$509.69
Point Springs Grazing Association.....		\$17,335.53
Weiser Irrigation District.....		\$126,500.00
TOTAL LOANS AND OTHER FUNDING OBLIGATIONS.....		\$14,064,499.43
TOTAL CASH BALANCE.....		\$35,806,341.07
COMMITTED FUNDS AFTER LOAN OBLIGATIONS.....		(\$27,752,461.74)
UNCOMMITTED FUNDS AFTER LOAN OBLIGATIONS.....		\$8,053,879.33

Idaho Water Resource Board
Sources and Applications of Funds
as of January 31, 2025
WATER MANAGEMENT ACCOUNT

Original Appropriation (1978).....	\$1,000,000.00	
Transfer funds to General Account 1101(HB 130, 1983).....	(\$500,000.00)	
Legislative Appropriation (6/29/1984).....	\$115,800.00	
Legislative Appropriation (SB1239, 2001).....	\$200,000.00	
Interest Earned.....	\$130,022.31	
Filing Fee Balance.....	\$2,633.31	
Water Supply Bank Receipts.....	\$841,803.07	
Bond Fees.....	\$277,254.94	
Funds from DEQ and IDOC for Glens Ferry Water Study.....	\$10,000.00	
Legislative Appropriation (HB988, 1994).....	\$75,000.00	
Reverted to General Account 6/30/95, (HB988, 1994).....	(\$35,014.25)	
Legislative Appropriation (SB1260, 1995, Aquifer Recharge, Caribou Dam).....	\$1,000,000.00	
Legislative Appropriation (SB1239, 2001, Sugarloaf Aquifer Recharge Project).....	\$60,000.00	
Reverted to General Fund 1/22/19, (SB1239, 2001, Sugarloaf Aquifer Recharge Project).....	(\$4,046.31)	
Legislative Appropriation (HB 843 Sec 6, 2004, ESPA Settlement Water Rentals).....	\$520,000.00	
Legislative Appropriation (SB1496, 2006, ESP Aquifer Management Plan).....	\$300,000.00	
Legislative Appropriation (HB 320, 2007, ESP Aquifer Management Plan).....	\$849,936.99	
Lemhi River Water Right Appraisals.....	(\$31,000.00)	
Legislative Audits.....	(\$10,645.45)	
WRB Appraisal Study (Charles Thompson).....	(\$5,000.00)	
Western States Water Council Annual Dues.....	(\$7,500.00)	
Transfer to/from Revolving Development Account.....	(\$317,253.80)	
Recharge Projects.....	(\$11,426.88)	
Grants Disbursed.....	(\$1,632,755.21)	
Obligated 1994 (HB988).....	(\$39,985.75)	
SB1260, Aquifer Recharge.....	(\$947,000.00)	
SB1260, Soda (Caribou) Dam Study.....	(\$53,000.00)	
Sugarloaf Aquifer Recharge Project (SB1239, 2001).....	(\$55,953.69)	
ESPA Settlement Water Rentals (HB 843, 2004).....	(\$504,000.00)	
ESP Aquifer Management Plan (SB1496, 2006).....	(\$300,000.00)	
ESP Aquifer Management Plan (HB320, 2007).....	(\$801,077.75)	
CASH BALANCE		\$126,791.53
Other Funding Obligations		
ESPA Settlement Water Rentals (HB 843, 2004).....	\$16,000.00	
Other Funding Obligations		\$16,000.00
Original Water Mgmt Account Unobligated Funds		\$110,791.53

Regional Water Sustainability & Other Large Water Projects Sub-Account/Waetr Project Loan Program**			
Legislative Appropriation (HB 285, Sec 1, 2019).....	\$20,000,000.00		
Legislative Appropriation (SB 1121, Sec 1, 2021).....	\$50,000,000.00		
Legislative Appropriation (HB 769, Sec 6, 2022).....	\$50,000,000.00		
Legislative Appropriation (HB 361, Sec 1, 2023).....	\$100,000,000.00		
Legislative Appropriation (SB 1411, Sec 3, 2024).....	\$30,000,000.00		
Interest Earned State Treasury.....	\$24,139,463.26		
Total Revenue for Regional Water Sustainability & Other Large Water Projects Sub-Account			\$274,139,463.26
Regional Water Sustainability & Other Large Water Projects Expenditures.....	(\$19,412,594.89)		
Statewide Recharge Projects Expenditures.....	(\$181,438.00)		
Water Project Loan Program Expenditures.....	(\$413,969.98)		
Total Expenditures for Large Water Projects Program Sub-Account			(\$20,008,002.87)
Cash Balance for Regional Water Sustainability & Other Large Water Projects/Waetr Project Loan Program Sub-Account			\$254,131,460.39

Regional Water Sustainability & Large Water Projects Obligated Funds**	Obligated Funds	Expenditures	Remaining Balance
Anderson Ranch Dam Raise	\$10,000,000.00	(\$1,232,046.50)	\$8,767,953.50
Mountain Home Air Force Base Sustainable Water Project.....	\$10,000,000.00	(\$104,000.00)	\$9,896,000.00
Priest Lake Water Management Project (Northbank Civil & Marine-CON 5374), Travel Costs...	\$5,420,000.00	(\$4,854,477.16)	\$565,522.84
Priest Lake Outlet Dam - Litigation contract (CON01615, CON 6971),	\$2,035,000.00	(\$1,509,779.86)	\$525,220.14
Dworshak/Clearwater Pipeline (Governor's Initiative).....	\$60,000,000.00		\$60,000,000.00
Statewide Recharge Infrastructure.....	\$40,000,000.00		\$40,000,000.00
Bear Lake Additional Water Storage.....	\$2,000,000.00		\$2,000,000.00
Water Project Loan Program.....	\$20,996,333.00	\$0.00	\$20,996,333.00
GW to SW Conversion Grants.....	\$20,000,000.00	\$0.00	\$20,000,000.00
Gooding Flood Control Project (CON 5225).....	\$4,000,000.00	(\$3,600,000.00)	\$400,000.00
City of Nampa.....	\$3,000,000.00		\$3,000,000.00
Lewiston Orchards Irrigation District (CON 5377).....	\$1,287,000.00	(\$772,200.00)	\$514,800.00
Lost Valley Reservoir Enlargement (CON 5788).....	\$560,000.00	(\$170,191.37)	\$389,808.63
Palouse Basin Alternative Water Supply Project - Conceptual Design (10%).....	\$5,000,000.00		\$5,000,000.00
Raft River Pipeline.....	\$7,000,000.00		\$7,000,000.00
Water District #63 - Treasure Valley Water Supply Assessment Project (CON 5015).....	\$474,320.00	(\$139,950.00)	\$334,370.00
Upper Payette Basin Storage Water.....	\$5,000,000.00		\$5,000,000.00
North Fremont Canal Systems Phase 5 Pipeline Project (CON 5016).....	\$7,811,056.00	(\$7,029,950.00)	\$781,106.00
ESPA Improvement Projects (Governor's Initiative).....	\$5,000,000.00		\$5,000,000.00
Blackfoot to Minidoka Reach Gain Improvement Projects.....	\$5,000,000.00		\$5,000,000.00
Efficiency and Capacity Improvements to Canals Systems Grant.....	\$20,000,000.00		\$20,000,000.00
Statewide Monitoring and Measurement Grant Program.....	\$10,000,000.00		\$10,000,000.00
Other Regional Sustainability Projects, Loans, or Grants.....	\$18,082,521.00		\$18,082,521.00
Total Large Water Projects Program Obligated Funds	\$262,666,230.00	(\$19,412,594.89)	\$243,253,635.11

Statewide Recharge Projects Total Budgeted from Spending Plan Funds**				\$40,000,000.00
	Obligated Funds	Expenditures	Remaining Balance	
Vanderford Road Test Recharge Well.....	\$296,500.00		\$296,500.00	
People's Canal Text Recharge Well.....	\$135,000.00		\$135,000.00	
New Sweden Irrigation District Osgood Recharge Test Wells.....	\$250,000.00		\$250,000.00	
New Sweden Irrigation District Basalt Test Recharge Wells (CON6602).....	\$256,000.00	(\$181,438.00)	\$74,562.00	
Total Water Project Loan Program Obligated Funds	\$937,500.00	(\$181,438.00)	\$756,062.00	
Reserve for other Statewide Recharge Projects				\$39,062,500.00

Water Project Loan Program**	Obligated Funds	Expenditures	Remaining Balance
North Side Pumping Company.....	\$1,200,000.00	(\$397,736.87)	\$802,263.13
North Side Canal Company.....	\$5,000,000.00		\$5,000,000.00
King Hill Irrigation District.....	\$500,000.00		\$500,000.00
Raft River Recharge Group.....	\$14,111,000.00		\$14,111,000.00
Farmer Land & Irrigation Loan.....	\$185,333.00	(16,233.11)	\$169,099.89
Total Water Project Loan Program Obligated Funds.....	\$20,996,333.00	(\$413,969.98)	\$20,996,333.00

GW to SW Conversion Grants (Round 1)	Grant Amount	Expenditures	Remaining Balance
Aberdeen-American Falls GWD (Lake Channel Pipeline).....	\$1,337,379.00		\$1,337,379.00
Bingham GWD (Morgan Enterprises).....	\$91,882.50		\$91,882.50
Bingham GWD (S&L Murdock).....	\$123,481.10		\$123,481.10
Bingham GWD (V&L Cornelison).....	\$32,573.12		\$32,573.12
Bingham GWD (R&L Polatis).....	\$183,666.00		\$183,666.00
Bonneville-Jefferson GWD (Osgood pipeline).....	\$5,000,000.00		\$5,000,000.00
Bonneville-Jefferson GWD (Brett Jensen Farms).....	\$65,640.00		\$65,640.00
Magic Valley GWD (Large Conversion).....	\$5,000,000.00		\$5,000,000.00
Magic Valley GWD (McManus).....	\$131,285.70		\$131,285.70
Magic Valley GWD (PKD Properties).....	\$21,617.20		\$21,617.20
Snake River Valley Irrigation District (West Branch Canal Improvements).....	\$1,343,100.00		\$1,343,100.00
Balance for GW to SW Conversion Grants - Round 1.....	\$13,330,624.62	\$0.00	\$13,330,624.62

Aging Infrastructure Grant Program Sub-Account**		
Legislative Appropriation (HB 769, Sec 6, 2022-1/3 portion to be used for Aging Infrastructure Grants).....	\$25,000,000.00	
Legislative Appropriation (HB 361, Sec 1, 2023-1/3 portion to be used for Aging Infrastructure Grants).....	\$50,000,000.00	
Total Revenue for Aging Infrastructure Grant Program.....		\$75,000,000.00

Grants Disbursed for Aging Infrastructure Grants		
Grants Disbursed for Legislative Appropriation (HB 769, Sec 6, 2022).....	(\$10,349,440.25)	
Grants Disbursed for Legislative Appropriation (HB 361, Sec 1, 2023).....	(\$2,179,929.47)	
Total Expenditures for Aging Infrastructure Grant Program.....		(\$12,529,369.72)
Cash Balance for Aging Infrastructure Grant Programs.....		\$62,470,630.28

Aging Infrastructure Program Grants (Round 1)**	Grant Amount	Expenditures	Remaining Balance
Bannock Feeder Canal Co(CON01627 - Diversion Replacement).....	\$250,000.00	(\$250,000.00)	\$0.00
Big Lost River Irrigation Dist (CON01630 - Dam Repair).....	\$2,000,000.00		\$2,000,000.00
Boise Project Board of Control (CON01625 - New York Canal Lining).....	\$2,418,900.00	(\$806,300.00)	\$1,612,600.00
Chester Canal & Irrigation Company (CON01623 - Diversion Headgate).....	\$29,725.00	(\$29,725.00)	\$0.00
Dalton Gardens Irrigation District (CON01624 - Delivery Improvements).....	\$23,460.00	(\$22,860.00)	\$600.00
Enterprize Canal Company (CON01628 - Rehabilitation of Conveyance System).....	\$2,736,227.00	(\$2,584,350.00)	\$151,877.00
Falls Irrigation District (CON01629 - Pump Station Rehab).....	\$200,588.00	(\$200,588.00)	\$0.00
Fremont Madison Irrigation District (CON01621 - Headgate Modernization & Automation).....	\$58,200.00	(\$58,200.00)	\$0.00
King Hill Irrigation District (CON01620 - Pump Station & Closed Conduit).....	\$1,980,259.00	(\$1,980,259.00)	\$0.00
Nampa-Meridian Irrigation District (CON01637 - Ridenbaugh Canal Modernization).....	\$1,820,048.00	(\$235,492.65)	\$1,584,555.35
North Side Pumping Company (CON01626 - Pump Station/Canal Abandonment).....	\$951,800.00	(\$951,800.00)	\$0.00
Water District 63 (CON01622 - Monitoring System Upgrades).....	\$30,793.00	(\$30,793.00)	\$0.00
Balance for Aging Infrastructure Grants - Round 1.....	\$12,500,000.00	(\$7,150,367.65)	\$5,349,632.35

Aging Infrastructure Program Grants (Round 2)**	Grant Amount	Expenditures	Remaining Balance
Big Lost Irrigation District (CON01650).....	\$900,000.00	(\$481,217.83)	\$418,782.17
Boise City Canal Company (CON01651).....	\$122,000.00	(\$45,868.05)	\$76,131.95
Burley Irrigation District (CON01652).....	\$891,000.00	(\$15,132.78)	\$875,867.22
Cub River Irrigation Company.....	\$1,000,000.00		\$1,000,000.00
Curran Ditch Users Association (CON01654).....	\$16,100.00	(\$16,100.00)	\$0.00
Falls Irrigation District (CON01655).....	\$2,000,000.00	(\$855,530.03)	\$1,144,469.97
Hat Butte Mutual Canal Company.....	\$78,965.00	(\$78,965.00)	\$0.00
Hayden Lake Irrigation District (CON01657).....	\$1,654,411.00	(\$811,383.65)	\$843,027.35
HFF Conant Creek (CON01668).....	\$499,145.00	(\$459,301.28)	\$39,843.72
Island Ward Canal Co.....	\$11,945.00		\$11,945.00
King Hill Irrigation District (CON01658).....	\$828,501.00	(\$142,989.98)	\$685,511.02
Nampa Meridian Irrigation District.....	\$1,866,116.00		\$1,866,116.00
North Side Canal Company.....	\$2,000,000.00		\$2,000,000.00
Solenberger Ditch Company (CON01660).....	\$3,000.00	(\$3,000.00)	\$0.00
Sunnydell Irrigation District.....	\$30,233.00		\$30,233.00
Twin Falls Canal Company (CON01661).....	\$245,547.00	(\$245,547.00)	\$0.00
Twin Falls Canal Company (CON01662).....	\$44,037.00	(\$44,037.00)	\$0.00
WRV Board of Control.....	\$309,000.00		\$309,000.00
Balance for Aging Infrastructure Grants - Round 2.....	\$12,500,000.00	(\$3,199,072.60)	\$9,300,927.40

Aging Infrastructure Program Grants (Round 3)**	Grant Amount	Expenditures	Remaining Balance
Blaine County Canal Company.....	\$1,314,786.00	(\$720,241.66)	\$594,544.34
Burgess Canal & Irrigation Co.....	\$1,057,584.00		\$1,057,584.00
Burnett Water Users Association (CON 6885).....	\$825,000.00	(\$373,012.10)	\$451,987.90
Egin Bench Canals Inc.....	\$31,349.00		\$31,349.00
Falls Irrigation District.....	\$831,079.00		\$831,079.00
Fremont Madison Irrigation District.....	\$16,575.00		\$16,575.00
Grindstone Butte Mutual Canal Co.....	\$1,555,167.00		\$1,555,167.00
Island Ward Canal Co (CON 5300).....	\$2,457.00	(\$2,082.67)	\$374.33
Long Island Irrigation Co.....	\$74,222.00		\$74,222.00
Marysville Irrigation Company.....	\$42,964.00		\$42,964.00
Mill Canyon North Canal Co (CON 5346).....	\$11,496.00	(\$11,496.00)	\$0.00
Milner Dam Inc.....	\$2,000,000.00		\$2,000,000.00
Mountain Home Irrigation District (CON 4848).....	\$132,412.00	(\$84,103.29)	\$48,308.71
Payette Lakes Recreational Water & Sewer District.....	\$1,803,318.00		\$1,803,318.00
Portneuf-Marsh Valley Canal Co (CON 4737).....	\$625,000.00	(\$384,985.84)	\$240,014.16
Twin Falls Canal Company.....	\$20,458.00		\$20,458.00
United Canal Co.....	\$70,000.00		\$70,000.00
Weiser River Soil Conservation District.....	\$124,410.00		\$124,410.00
West Indian Cove Water Co.....	\$545,344.00		\$545,344.00
Balance for Aging Infrastructure Grants - Round 3.....	\$11,083,621.00	(\$1,575,921.56)	\$9,507,699.44

Aging Infrastructure Program Grants (Round 4)**

American Falls Reservoir District # 2 (CON5208)	\$40,000.00	(\$40,000.00)	\$0.00
Bilbrey Ditch Company.....	\$40,173.00		\$40,173.00
Black Canyon Irrigation District.....	\$100,000.00		\$100,000.00
Capital View Irrigation District.....	\$59,550.00		\$59,550.00
Dalton Gardens Irrigation District.....	\$1,369,165.00	(\$26,800.37)	\$1,342,364.63
Farmers Land & Irrigation Company.....	\$89,667.00		\$89,667.00
Fremont Madison Irrigation District.....	\$26,680.00		\$26,680.00
Jefferson Irrigation Company.....	\$581,488.00		\$581,488.00
Jefferson Irrigation Company.....	\$145,648.00		\$145,648.00
Last Chance Canal Company.....	\$140,674.00		\$140,674.00
Moore Canal Water Users' Association (CON 5329).....	\$1,024,819.00	(\$374,131.00)	\$650,688.00
Mountain Home Irrigation District (CON 5829).....	\$394,403.00	(\$59,010.54)	\$335,392.46
Mud Lake Water Users.....	\$800,000.00		\$800,000.00
New Sweden Irrigation District.....	\$672,891.00		\$672,891.00
Parks and Lewisville Irrigation Company.....	\$83,852.00		\$83,852.00
Sunnyside Irrigation District.....	\$2,000,000.00		\$2,000,000.00
Teton Irrigating and Manufacturing (CON 5228).....	\$58,008.00	(\$52,734.00)	\$5,274.00
Twin Falls Canal Company (CON 5199)	\$51,332.00	(\$51,332.00)	\$0.00
Balance for Aging Infrastructure Grants - Round 4	\$7,678,350.00	(\$604,007.91)	\$7,074,342.09

Aging Infrastructure Program Grants (Round 5)**

City of Cottonwood.....	\$2,000,000.00		\$2,000,000.00
Montevieu Canal Company.....	\$2,000,000.00		\$2,000,000.00
New Sweden Irrigation District.....	\$1,162,864.00		\$1,162,864.00
Twin Lakes Canal Company.....	\$1,633,500.00		\$1,633,500.00
Nampa-Meridian Irrigation District.....	\$109,185.38		\$109,185.38
Riverside Irrigation District.....	\$524,081.25		\$524,081.25
Fremont Madison Irrigation District.....	\$69,320.13		\$69,320.13
Boise Valley Irrigation Ditch Company.....	\$105,811.00		\$105,811.00
Snake River Valley Irrigation District.....	\$214,846.50		\$214,846.50
Woodmansee-Johnson Canal Company.....	\$39,520.00		\$39,520.00
Water District 65.....	\$63,301.26		\$63,301.26
Falls Irrigation District.....	\$40,198.00		\$40,198.00
Minidoka Irrigation District B2.....	\$89,431.21		\$89,431.21
Moore Canal Water Users.....	\$379,952.00		\$379,952.00
Minidoka Irrigation District D5.....	\$68,296.22		\$68,296.22
Consolidated Irrigation Company.....	\$90,250.00		\$90,250.00
Settlers Irrigation District.....	\$93,135.24		\$93,135.24
Consolidated Irrigation Company.....	\$709,500.00		\$709,500.00
Burnette Water Users Association.....	\$1,914,000.00		\$1,914,000.00
Darlington Water Users Association.....	\$1,027,950.00		\$1,027,950.00
Davis Water Users.....	\$12,375.00		\$12,375.00
A&B Irrigation District.....	\$31,350.00		\$31,350.00
Palisades Irrigation Company.....	\$15,403.41		\$15,403.41
Balance for Aging Infrastructure Grants - Round 5	\$12,394,270.60	\$0.00	\$12,394,270.60

Future Aging Infrastructure Grants (Rounds 6-7)..... \$18,843,758.62 \$18,843,758.62**

Total Aging Infrastructure Program Obligated Funds..... \$75,000,000.22 (\$12,529,369.72) \$62,470,630.50

Water Quality Collection Program Sub-Account

Legislative Appropriation (HB 285, Sec 3, 2019).....	\$200,000.00		
Legislative Appropriation (HB 646, Sec 5, 2020).....	\$200,000.00		
Legislative Appropriation (HB 646, Sec 5, 2021).....	\$200,000.00		
Interest Earned State Treasury.....	\$10,277.76		
Total Revenue for Water Quality Collection Program Sub-Account			\$610,277.76
DOI-USGS Agreement FY 2020 - Mid-Snake River.....		(\$200,000.00)	
DOI-USGS Agreement FY 2021 - Mid-Snake River.....		(\$200,000.00)	
DOI-USGS Agreement FY 2022 - Mid-Snake River.....		(\$200,000.00)	
Total Expenditures for Water Quality Collection Program Sub-Account			(\$600,000.00)
Cash Balance for Water Quality Collection Program Sub-Account			\$10,277.76
Water Quality Collection Program Obligated Funds			
DOI-USGS Agreement FY 2022 - Mid-Snake River.....	\$0.00		
Total Water Quality Collection Program Obligated Funds			\$0.00
Water Quality Collection Program Unobligated Funds			\$10,277.76

Flood Management Program Sub-Account

Legislative Appropriation (HB 712, Sec 1, 2018, Flood Management Program-Year 1).....	\$1,000,000.00		
Legislative Appropriation (HB 285, Sec 3, 2019, Flood Management Program-Year 2).....	\$800,000.00		
Legislative Appropriation (HB 646, Sec 5, 2020, Flood Management Program-Year 3).....	\$800,000.00		
Legislative Appropriation (SB1190, Sec 5, 2021, Flood Management Program-Year 4).....	\$800,000.00		
Legislative Appropriation (HB 769, Sec 5, 2022, Flood Management Program-Year 5).....	\$1,000,000.00		
Legislative Appropriation (SB1181, Sec 5, 2023, Flood Management Program-Year 6).....	\$1,000,000.00		
Legislative Appropriation (SB1269, Sec 15, 2024, Flood Management Program-Year 7).....	\$1,000,000.00		
Interest Earned State Treasury.....	\$172,105.75		
Total Revenue for Flood Management Program Sub-Account			\$6,572,105.75
Grants Disbursed for Leg Approp (HB 712, Sec 1, 2018, Flood Mgmt Pgm-Year 1).....		(\$901,677.56)	
Grants Disbursed for Leg Approp (HB 285, Sec 3, 2019, Flood Mgmt Pgm-Year 2).....		(\$624,251.34)	
Grants Disbursed for Leg Approp (HB 646, Sec 5, 2020, Flood Mgmt Pgm-Year 3).....		(\$688,743.24)	
Grants Disbursed for Leg Approp (SB1190, Sec 5, 2021, Flood Mgmt Pgm-Year 4).....		(\$693,345.74)	
Grants Disbursed for Leg Approp (HB 769, Sec 5, 2022, Flood Mgmt Pgm-Year 5).....		(\$483,773.67)	
Grants Disbursed for Leg Approp (SB 1181, Sec 5, 2023, Flood Mgmt Pgm-Year 6).....		(\$232,978.84)	
Total Expenditures for Flood Management Program Sub-Account			(\$3,624,770.39)
Cash Balance for Flood Management Program Sub-Account			\$2,947,335.36

Flood Management Grant Program Obligated Funds

	Grant Amount	Expenditures	Remaining Balance
Flood Management Program grants - Year 1 (HB712, Sec 1, 2018)			
Flood Control District 9 (CON01303)	\$90,000.00	(\$84,851.70)	\$5,148.30
Blaine County (CON01304)	\$121,331.00	(\$121,331.00)	\$0.00
Cassia County (CON01305)	\$42,336.38	(\$19,618.16)	\$22,718.22

Flood Control District 10 (CON01306 - New Dry Creek River Bank).....	\$78,400.00	(\$62,156.50)	\$16,243.50
Flood Control District 10 (CON01307 - Duck Alley Pit Capture).....	\$153,550.00	(\$105,470.43)	\$48,079.57
Flood Control District 10 (CON01308 - Porter & Mulchay Gravel Removal).....	\$38,808.00	(\$35,250.77)	\$3,557.23
Clearwater Soil & Water Conservation Dist (CON01309).....	\$155,220.00	(\$155,219.00)	\$1.00
Flood Control District 10 (CON01310 - Leighton & Wells Gravel Removal).....	\$22,000.00	(\$22,000.00)	\$0.00
Flood Control District 11 (CON01311).....	\$57,675.00	(\$55,100.00)	\$2,575.00
Twin Lakes/Flood Control Dist 17 (CON01312).....	\$7,750.00	(\$7,750.00)	\$0.00
Twin Falls Canal Company (CON01327).....	\$85,340.00	(\$85,340.00)	\$0.00
Nez Perce Soil & Water Conservation Dist (CON01328).....	\$115,460.00	(\$115,460.00)	\$0.00
Riverside Village HOA (CON01329).....	\$6,025.00	(\$6,025.00)	\$0.00
City of Pocatello (CON01330).....	\$26,105.00	(\$26,105.00)	\$0.00
Uncommitted from HB712 Year 1.....	(\$98,322.82)	\$0.00	(\$98,322.82)
Balance for Year 1 Flood Mgmt Grants.....	\$901,677.56	(\$901,677.56)	\$0.00

Flood Management Program grants - Year 2 (HB285, Sec 3, 2019)			
City of Boise (CON01396).....	\$6,371.00	(\$6,371.00)	\$0.00
Blaine County (CON01397).....	\$100,000.00	(\$96,555.00)	\$3,445.00
Board of Controls Irrigation (CON01398).....	\$59,050.00	(\$57,827.50)	\$1,222.50
Clearwater Soil & Water Conservation District (CON01399).....	\$190,492.37	(\$190,490.18)	\$2.19
Clearwater Soil & Water Conservation District (CON01400).....	\$72,727.39	(\$72,629.03)	\$98.36
City of Hailey (CON01401).....	\$50,000.00	(\$19,841.33)	\$30,158.67
Flood Control District No. 10 (CON01402).....	\$160,000.00	(\$160,000.00)	\$0.00
Idaho Soil and Water Conservation District (CON01403) - CANCELLED.....	\$159,436.00		\$159,436.00
Idaho Soil and Water Conservation District (CON01404).....	\$21,619.50	(\$20,537.30)	\$1,082.20
Blaine County (CON01405) - NOT EXECUTED.....	\$50,000.00		\$50,000.00
Uncommitted from HB285 Year 2.....	(\$245,444.92)	\$0.00	(\$245,444.92)
Balance for Year 2 Flood Mgmt Grants.....	\$624,251.34	(\$624,251.34)	\$0.00

Flood Management Program grants - Year 3 (HB646, Sec 5, 2020)			
Flood Control District 10 - Boise River North Channel (CON01510).....	\$47,500.00	(\$47,500.00)	\$0.00
Flood Control District 10 - Boise River Canyon Reach 1 (CON01509).....	\$175,000.00	(\$91,735.00)	\$83,265.00
Idaho Soil & Water Conservation District - Sill Creek (CON01488).....	\$10,960.28	(\$10,960.28)	\$0.00
Idaho Soil & Water Conservation District - Lower Cottonwood Creek (CON01489).....	\$27,935.20		\$27,935.20
Idaho Soil & Water Conservation District - Clear Creek (CON01490).....	\$18,570.60	(\$11,838.06)	\$6,732.54
City of Bellevue - Lower Howard Preserve (CON01491).....	\$57,880.00	(\$57,880.00)	\$0.00
Clearwater Soil & Water Conservation District - Louse Creek (CON01492).....	\$24,687.00	(\$24,687.00)	\$0.00
Pioneer Irrigation District - Mason Creek (CON01493).....	\$148,500.00	(\$148,500.00)	\$0.00
Raft River Flood Control District 15 - (CON01494).....	\$80,525.00	(\$26,255.60)	\$54,269.40
Lewis Soil Conservation District - Alpine Road (CON01495).....	\$18,425.30	(\$18,425.30)	\$0.00
City of Orofino - Orofino Creek (CON01496).....	\$200,000.00	(\$200,000.00)	\$0.00
Twin Falls Canal Company & City of Twin Falls (CON01497).....	\$50,962.00	(\$50,962.00)	\$0.00
Uncommitted from HB646 Year 3.....	\$0.00		\$0.00
Balance for Year 3 Flood Mgmt Grants.....	\$860,945.38	(\$688,743.24)	\$172,202.14

Flood Management Program grants - Year 4 (SB1190, Sec 5, 2021)			
North Side Canal Company - Red Bridge Flood Mgmt Storage Pond (CON01564).....	\$200,000.00		\$200,000.00
Flood Control District 9 - Bellevue Side Channel Project (CON01565).....	\$111,508.00	(\$110,132.19)	\$1,375.81
Nez Perce County & NPSWCD - Streambank Project.....	\$100,000.00	(\$100,000.00)	\$0.00
Flood District 17 - Rathdrum Creek Debris Project (CON01567).....	\$6,375.00	(\$6,375.00)	\$0.00
Adams Soil & Water Conservation District - Grays Creek Project (CON01568).....	\$17,606.00	(\$17,227.40)	\$378.60
Clearwater Soil & Water Conservation Dist - Heywood Bridge Project (CON01569).....	\$37,475.00	(\$37,475.00)	\$0.00
Clearwater Soil & Water Conservation Dist - Swanson's Loop Project (CON01563).....	\$200,000.00	(\$200,000.00)	\$0.00
Reid Canal Company - Bannock Feeder Project (CON01570).....	\$200,000.00	(\$161,782.70)	\$38,217.30
Lewis Soil & Water Conservation District - Tiede Road Flood Project (CON01571).....	\$71,910.00	(\$56,936.57)	\$14,973.43
Idaho Soil & Water Conservation District - Clear Creek Project (CON01572).....	\$36,062.00	(\$3,416.88)	\$32,645.12
Uncommitted from SB1190 Year 4.....	\$0.00		\$0.00
Balance for Year 4 Flood Mgmt Grants.....	\$980,936.00	(\$693,345.74)	\$287,590.26

Flood Management Program grants - Year 5 (HB769, Sec 5, 2022)			
Boise River Flood Control District 10 (CON01605).....	\$83,265.00	(\$83,265.00)	\$0.00
Goose Creek Flood Project (CON01602).....	\$200,000.00		\$200,000.00
City of Lewiston Flood Project (CON01603).....	\$106,352.00		\$106,352.00
Madison County Flood Control Diversion Project (CON01604).....	\$126,392.00		\$126,392.00
Boise River Flood Control District 10 (CON01605).....	\$125,000.00		\$125,000.00
Madison County Teton River Splitter Gate Project (CON01606).....	\$47,859.00		\$47,859.00
Twin Lakes Flood Control District (CON01607).....	\$8,000.00	(\$8,000.00)	\$0.00
Squaw Creek Ditch Company (CON01608).....	\$125,000.00	(\$69,924.00)	\$55,076.00
Riverside Water & Sewer District (CON01609).....	\$200,000.00	(\$191,199.67)	\$8,800.33
ESPAR & Madison County Flood Diversion Project (CON01610).....	\$47,300.00	(\$47,300.00)	\$0.00
Clearwater SWCD Garden Creek Project (CON01611).....	\$84,085.00	(\$84,085.00)	\$0.00
Uncommitted from HB769 Year 5.....	\$0.00		\$0.00
Balance for Year 5 Flood Mgmt Grants.....	\$1,153,253.00	(\$483,773.67)	\$669,479.33

Flood Management Program grants - Year 6 (SB 1181, Sec 5, 2023)			
Eagle Sewer District (CON4049).....	\$200,000.00	(\$128,700.00)	\$71,300.00
Flood Control District 9 (CON4050).....	\$118,086.00		\$118,086.00
City of Parma (CON4046).....	\$50,000.00	(\$40,411.86)	\$9,588.14
Hiawatha Canal Users Association.....	\$200,000.00		\$200,000.00
Oakley Highway District.....	\$176,000.00		\$176,000.00
Orofino Joint School District No. 171 (CON 4047).....	\$89,064.00	(\$63,866.98)	\$25,197.02
Clearwater SWCD - Jim Ford Crossing (CON4048) CANCELLED PER NEELEY MILLER.....	\$0.00		\$0.00
TFCC & City of Twin Falls.....	\$5,914.00		\$5,914.00
Idaho SWCC.....	\$54,524.00		\$54,524.00
City of Victor.....	\$27,500.00		\$27,500.00
Uncommitted from SB1181 Year 6.....	\$0.00		\$0.00
Balance for Year 6 Flood Mgmt Grants.....	\$921,088.00	(\$232,978.84)	\$688,109.16

Flood Management Program grants - Year 7 (SB 1269, Sec 15, 2024)			
Portneuf SWCD.....	\$98,206.50		\$98,206.50
Clearwater SWCD.....	\$117,333.00		\$117,333.00
Clearwater SWCD.....	\$21,224.00		\$21,224.00
City of Boise.....	\$198,122.00		\$198,122.00
Twin Lakes Rathdrum Creek FCD17.....	\$6,800.00		\$6,800.00
Adams SWCD.....	\$27,126.00		\$27,126.00

Madison County.....	\$17,767.00		\$17,767.00
Boise River FCD10.....	\$51,975.00		\$51,975.00
Boise River FCD10.....	\$43,750.00		\$43,750.00
City of Nampa.....	\$120,000.00		\$120,000.00
Uncommitted from SB1269 Year 7.....	\$0.00		\$0.00
Balance for Year 7 Flood Mgmt Grants.....	\$702,303.50	\$0.00	\$702,303.50
Obligated for Flood Management Grants.....	\$6,144,454.78	(\$3,624,770.39)	\$2,519,684.39
Flood Management Grants Unobligated Funds.....			\$427,650.97

TOTAL OBLIGATED FUNDS BALANCE.....			\$308,259,950.00
Unobligated Funds.....			\$11,426,545.32

Bold and italicized indicates that project is completed and entity has received final payment
**** Obligation for Regional Water sustainability & Other Large Projects & Aging Infrastructure Grants per FY 2025 Spending Plan**

Idaho Water Resource Board
Sources and Applications of Funds
as of January 31, 2025
AMERICAN RESCUE PLAN ACT ACCOUNT

Legislative Appropriation (HB 769, Sec 8, 2022).....	100,000,000.00
Legislative Appropriation (SB 1181, Sec 6, 2023).....	24,497,543.89
Legislative Appropriation (SB 1411, Sec 7, 2024).....	75,502,456.00
BOR - Anderson Ranch CON 21WN102130.....	(73,346,406.00)
Mountain Home Air Force Base pipeline.....	(25,942,490.44)
Recharge Project Expenditures.....	(6,262,453.71)
Regional Water Sustainability Projects.....	(18,307,544.00)
Total ARPA Fund Expenditures.....	<u>(123,858,894.15)</u>
Total Cash Balance ARPA.....	<u>76,141,105.74</u>

ARPA Funds Approved by Resolution

	<u>Obligated</u>	<u>Contracted</u>	<u>Expenditures</u>	<u>Committed</u>
USDOI/BOR - Anderson Ranch (CON 21WN102130).....	112,500,000.00	73,375,000.00	(73,346,406.00)	39,153,594.00
Mountain Home Air Force Base pipeline (CON4537, CON01636).....	33,000,000.00	31,749,377.00	(25,942,490.44)	7,057,509.56
Recharge Projects				
Butte & Market Lake - Recharge Wells.....	546,700.00			546,700.00
Enterprize Canal Company - 55th Road (CON01666).....	1,700,000.00	1,700,000.00		1,700,000.00
Enterprize Canal Company - Swan Highway Project (CON01638).....	3,400,000.00	3,400,000.00	(1,408,000.50)	1,991,999.50
Hamer Road Recharge Project (CANCELLED).....	0.00			0.00
Minidoka Irrigation Dist - Goyne Sump Recharge Project (CON01616).....	3,387,047.00	3,387,047.00	(171,927.53)	3,215,119.47
New Sweden Irrigation Dist - Head of the Basalt Recharge Site (CON01675).....	1,116,253.00	1,116,253.00	(1,129,398.75)	(13,145.75)
Progressive Irrigation Dist - South Fork Hwy Project (CON5362).....	3,650,000.00	3,650,000.00	(3,553,126.93)	96,873.07
Southwest Irrigation Dist - Big Sky & Murtaugh Injection Well.....	200,000.00			200,000.00
Enterprize Canal Company - 55th Road Basin Expansion Project*.....	2,388,587.00			2,388,587.00
Fremont-Madison Irrigation District - Egin Recharge Wells Complex*.....	7,388,500.00			7,388,500.00
Regional Water Sustainability Projects				
Idaho Power - American Falls Spillway Rehab (CON4998).....	12,500,000.00	12,486,758.00	(6,912,894.00)	5,587,106.00
Boise Project Board of Control - New York Canal Lining (CON5786).....	25,000,000.00	25,000,000.00	(11,394,650.00)	13,605,350.00
Boise Project Board of Control - New York Canal Lining (CON5786).....	25,000,000.00	25,000,000.00		25,000,000.00
LOID - Lower Clearwater Exchange Project (CON5787).....	28,000,000.00	28,000,000.00		28,000,000.00
Total ARPA Funds.....	<u>259,777,087.00</u>	<u>208,864,435.00</u>	<u>(123,858,894.15)</u>	<u>135,918,192.85</u>

*These projects have been authorized so that WMA or ARPA funds can be used for payment. Total ARPA cannot exceed \$250M

MEMO



To: Idaho Water Resource Board
From: Justin Ferguson
Date: March 5, 2025
Subject: Loan Program Interest Rate Adjustment

REQUIRED ACTION: Consider an adjustment to the Loan Program interest rate index

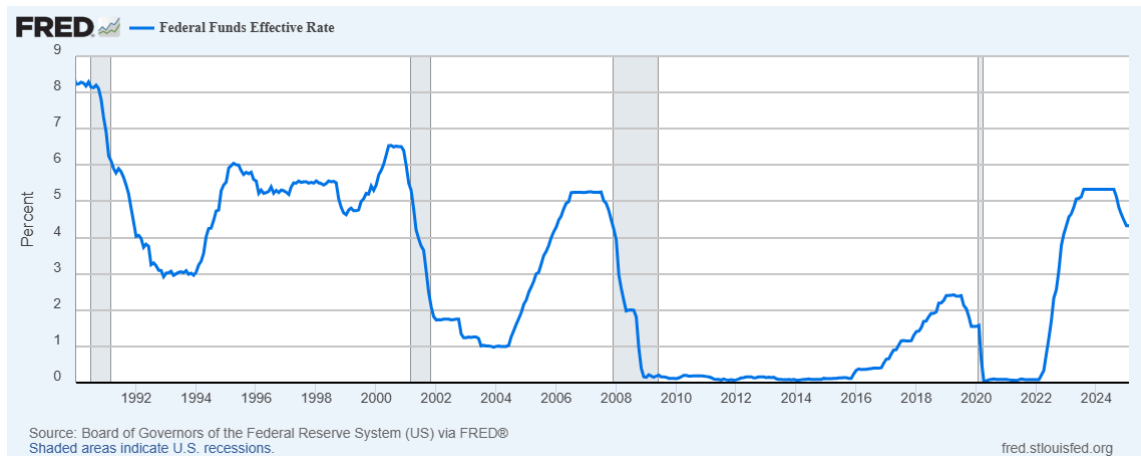
The IWRB has requested staff, as part of the ongoing operations of the Idaho Water Resource Board's (IWRB) Loan Program (Program) to research alternatives for adjusting the Program's interest rate to meet current economic conditions. An adjustment was made in 2020 moving the rate from 4.5% to 3.5% with another adjustment in 2021 moving the program to the Federal Prime rate with quarterly adjustments.

The Federal Prime rate is calculated as the Federal Funds¹ rate plus 3 basis points. In practice, the Federal Prime rate is the rate which individual institutions lend to their customers and, at the time, was approximately 3.25%. This was due in large part to significant economic changes between 2020 and 2025. Using the current method as of the date of this memo the current rate is 7.5% for the Program.

Operationally, the Program has seen a reduction in the number of applications over the year, more specifically from the years 2023 to 2024. This was expected as new grant programs were developed by the IWRB; however, these grant programs require a cost share that in the past had often been made up of federal funding opportunities. As the economic landscape continues to change, Staff have prepared options for the Finance Committee to consider ensuring the rates remain competitive and the Program is effective in meeting the IWRB's goals.

Proposed Alternative Index Options

Federal Funds rate (CY1990 to Current) – Updated Monthly



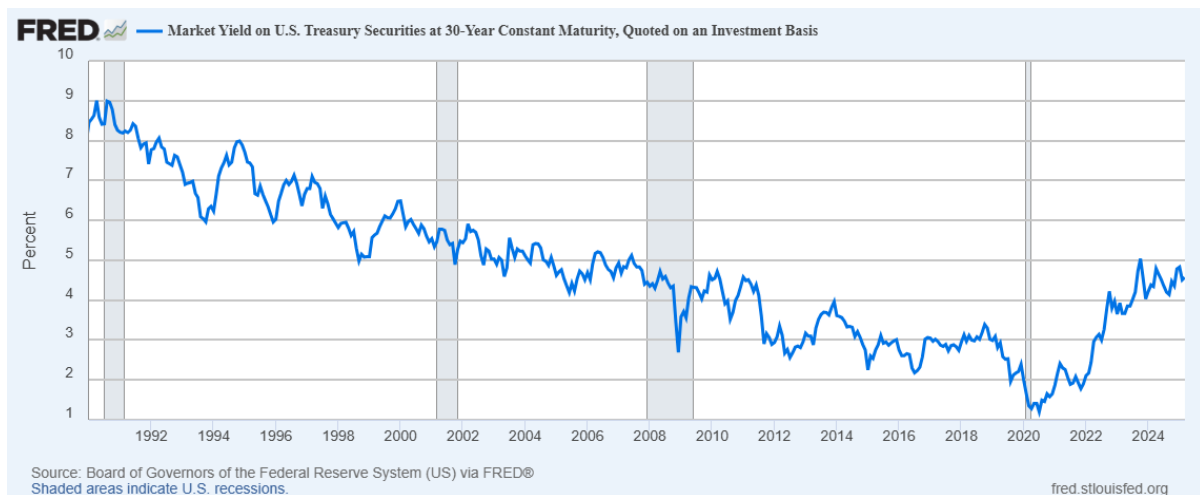
Pros

Provides one of the lower available interest rates of all the indices researched.
Using an average 30-Year term loan, the interest rate in 1995 would have been 5.0 - 5.5%.
Always lower than Federal Prime rates.

Cons

Index can dip below CD rates, possibility of borrowers re-investing at local lender.
Disbursement requirements may prevent reinvestment by applicants
Possibility of the rate dropping to zero based on economic conditions.
Higher degree of volatility compared to other indices considered.

30-Year Bond Yield (CY1990 to Current) – Updated Daily



Pros

Index is consistently above zero, projected to stabilize between 4% and 5%.
Note, *observed dip from 2019 – 2022 may be pandemic related.*
Generally lower than Federal Prime rates.

Does not appear as impacted to economic changes as Federal Funds rates.

Cons

Possibility of the index drops below CD market rates.

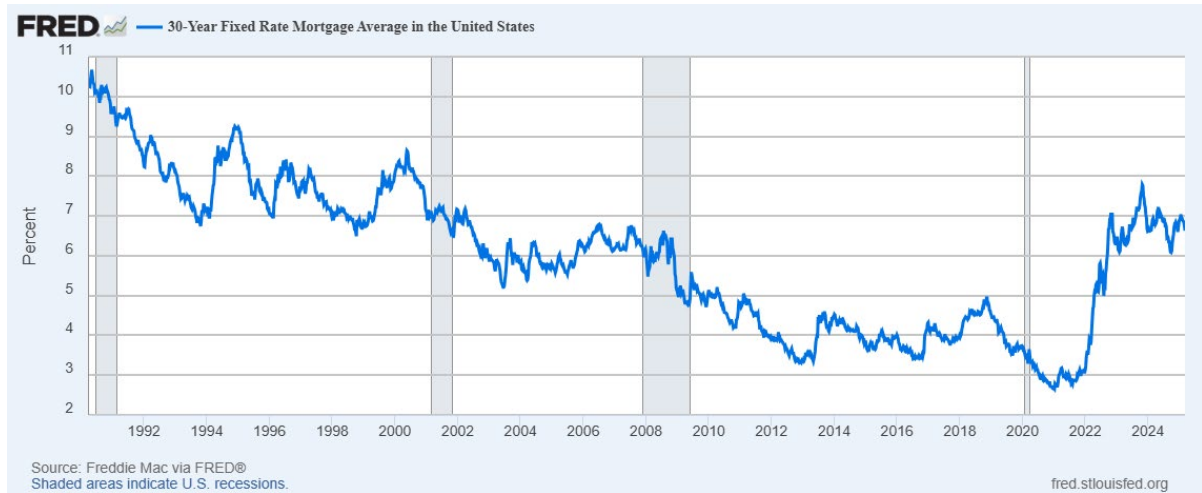
Disbursement requirements may prevent reinvestment by applicants.

Although the index is above zero, generally below 6% (since approx. 2001).

Note, additional Basis Points could be added to the yield rate

While insulated, not immune from significant economic fluctuations.

30-Year Fixed Mortgage Rates (CY1990 to Current) – Updated Weekly



Pros

Provides a higher return on investment with higher interest rate but still lower than Prime. Tracks with economic conditions, not as static as 30-Year Bond, not as active as Federal Funds.

On average higher than market CD rates.

Cons

Interest rate may still be prohibitive to potential applicants.

Slow market reaction when economic changes occur.

Projected to stabilize between 6% and 7%.

Conclusion

Based on market conditions and indices researched, Staff would propose a change from the Federal Prime rate to the 30-Year Bond Yield. Both the 30-Year Bond and 30-Year fixed Mortgage keep rates above market CD rates, the Bond rate provides a lower interest rate to applicants, allowing them to borrow and complete projects with reduced federal funding. Staff would also recommend a minimum interest rate of 2.5%, a maximum interest rate of 5.5%, and to add 50 additional Basis Points (0.5%) to the rate to help insulate against economic fluctuations.

1 – Federal Funds rates is the rate at which depository institutions (Banks & Credit Unions) lend reserve balances to other depository institutions on an uncollateralized basis.

Attachments:

- Proposed Resolution – Loan Program Interest Rate

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE IDAHO WATER
RESOURCE BOARD LOAN PROGRAM
CONDITIONS

RESOLUTION TO AUTHORIZE ADJUSTMENT
TO LOAN PROGRAM CONDITIONS

1 WHEREAS, the Idaho Water Resource Board (IWRB) is authorized to make loans from its
2 accounts for projects which are in the public interest and which further implement the State Water Plan;
3 and,

4
5 WHEREAS, on April 3, 2020, the IWRB recommended the IWRB's Loan Program (Program)
6 interest rate be adjusted from the then current loan interest rate of 4.5% to 3.5%; and,

7
8 WHEREAS, on November 19, 2021, the IWRB recommended the IWRB's Loan Program (Program)
9 interest rate be adjusted from a fixed rate to the Federal Prime Rate; and,

10
11 WHEREAS, the IWRB has identified a need to adjust the Program interest rate to an index that
12 provides a lower interest rate to potential applicants; and,

13
14 WHEREAS, the IWRB Finance Committee (Committee) was provided with recommendations for
15 alternative indices on March 14, 2025 and selected the 30-Year Bond Yield Rate index to recommend to
16 the full IWRB for determining the interest rate for the Program; and,

17
18 NOW THEREFORE BE IT RESOLVED that the Program interest rate shall reflect the 30-Year Bond
19 Yield Rate plus an additional 50 Basis Points (0.5%) on the first day of each quarter.

20
21 NOW THEREFORE BE IT FURTHER RESOLVED that the Program will also have a minimum interest
22 rate of 2.5% and a maximum interest rate of 5.5%.

DATED this 21st day of March 2025.

Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST _____
Dean Stevenson, Secretary

Memorandum

To: Idaho Water Resource Board
From: Justin Ferguson, Cynthia Bridge Clark
Date: March 11, 2025
Re: Anderson Ranch Dam Raise



REQUIRED ACTION: None.

Project Activities

- Board staff will continue working with the IWRB Storage Committee members to evaluate options for the allocation of storage water to interested water users.
 - Committee feedback will help guide future water use contracting and allocation
 - Board Staff will work to schedule a Storage Committee meeting to present legal reviews
 - Staff will also begin coordinating with IDWR on permit processing
 - Outreach is expected to be ongoing throughout the Project
- Board Staff completed a review of the 90% design package received in December 2024 for the Rim projects around the Reservoir.
- The 90% design package for the Dam Raise is expected Summer 2025.
- Board Staff and its legal representative will re-initiate settlement discussions with protestants of the Board's water right application no. 63-34753 based on current project information.

See attached Bureau of Reclamation status report on project development activities.

Project Background

The Idaho Water Resource Board (IWRB; Board) partnered with the U.S. Bureau of Reclamation (Reclamation) to complete a feasibility study of new surface water storage options on the Boise River. Reclamation issued the Final Feasibility Study and Draft Environmental Impact Statement (DEIS) in 2020, which recommended a six-foot raise of the Anderson Ranch Dam (project), creating approximately 29,000 acre-feet of new storage space. The recommended plan was deemed feasible by the Secretary of Interior in December 2020 which met a required deadline for authorization under the Water Infrastructure Improvements for the Nation Act (WIIN Act). Fiscal Year 2021 appropriations legislation secured \$12.88 million in WIIN Act funding as the federal cost share for completing the Feasibility Study, environmental compliance, and construction.

The WIIN Act required an agreement between Reclamation and a partner capable of funding the non-federal share of the project costs through the initiation of construction or final design activities prior to December 16, 2021. On November 19, 2021, the IWRB passed a resolution authorizing the execution of a cost-share agreement (contract) between Reclamation and the IWRB to continue the development of the Anderson Ranch Dam Raise through construction. The Feasibility Study estimated the project's total design and construction cost was \$83.3 million, not including applicable interest during construction. In accordance with the contract, the non-federal share of the total project construction cost is 88.95% and will be the responsibility of the IWRB. The federal share of the total construction cost is 11.05% and will be paid by Reclamation appropriations. The contract was executed on November 19, 2021, and Reclamation initiated dam raise design activities.

ATTACHMENTS

- Boise River Basin Feasibility Study / Anderson Ranch Dam Raise Status Update Letter from USBOR to IWRB (signed March 2025).



United States Department of the Interior

BUREAU OF RECLAMATION

Snake River Area Office

230 Collins Road

Boise, ID 83702-4520



IN REPLY REFER TO:

CPN-6427

2.2.4.21

VIA ELECTRONIC MAIL ONLY

Mr. Jeff Raybould
Chairman
Idaho Water Resource Board
322 East Front Street
Boise, ID 83702

Mr. Bryan Horsburgh
Deputy Area Manager
Snake River Area Office
230 Collins Road
Boise, ID 83702

Subject: Boise River Basin Feasibility Study / Anderson Ranch Dam Raise Status Update,
Boise Project, Idaho

Dear Mr. Raybould and Mr. Horsburgh:

This status update is being sent in preparation for the Idaho Water Resource Board (IWRB) meeting on March 21, 2025.

The IWRB and the Bureau of Reclamation partnered to complete a feasibility study of new surface water storage opportunities in the Boise River Basin (Study). Authorized under Water Infrastructure Improvements for the Nation (WIIN) Act of 2016, the Study focused on a 6-foot raise of Anderson Ranch Dam in Idaho to achieve approximately 29,000 acre-feet of new water storage.

Upcoming Key Milestones

Summer 2025	Complete Supplemental Draft EIS
Fall 2025	Complete final designs for Dam Raise and Reservoir Rim Projects
Winter 2025/2026	Initiate preliminary federal acquisition processes
2026	Complete environmental compliance

Project Activities / Awareness

Recent:

- Reservoir Rim Projects 90% design drawings and specifications internal and external reviews complete. Resolution of provided comments is currently in progress.

- 90% Dam Raise designs are in progress and expected by Summer 2025. 100% design is expected by Fall 2025.
- An updated project timeline graphic was completed and uploaded to the project website.

Ongoing:

- Coordination and revisions to documents for re-initiation of environmental compliance.
- Stakeholder coordination, project awareness, and request for review support.
- Frequent coordination between Reclamation and IWRB staff.

Completed Key Milestones

New:

- Sept. – Dec. 2024 Completed updated analysis for potential water supply mitigation during construction; shared it broadly with the water user community.
- March 2025 \$7 million of additional federal funding from the Infrastructure Investment and Jobs Act (IIJA) received.

Past:

- Nov. 2017 – Jan. 2019 Reclamation completed initial screening of the three potential dam raise alternatives and developed a project management plan.
- July 27, 2018 IWRB passed a resolution supporting the narrowed focus of the Study to a raise at Anderson Ranch Dam.
- August 28, 2018 Reclamation and IWRB hosted a Legislative Infrastructure Tour to discuss large water infrastructure projects in Idaho with representatives from Idaho’s Congressional delegation.
- November 8, 2018 Reclamation and IWRB hosted an informational public open house on the Study in Boise, Idaho.
- December 3-7, 2018 Reclamation conducted a Value Planning Study with a final Accountability Report received in February 2019.
- December 25, 2018 Reclamation awarded an Indefinite Delivery / Indefinite Quality contract for architect and engineering services to Sundance-EA Joint Venture (Consultant) to complete the Study and environmental compliance activities.
- April 30, 2019 Consultant submitted land, structure, infrastructure, and real estate impact assessment (Rim Analysis) for Anderson Ranch Reservoir.
- June 7, 2019 IWRB filed a water right permit application for the potential additional storage (Water Right No. 63-34753).
- June 19, 2019 Reclamation’s Technical Service Center (TSC) completed feasibility-level design and cost estimates completed for Anderson Ranch Dam raise.

August 9, 2019	Reclamation published the Notice of Intent for an environmental impact statement (EIS) in the Federal Register.
August 27-29, 2019	Reclamation conducted Public Scoping Open Houses in Pine, Boise, and Mountain Home, Idaho.
February 3-7, 2020	Reclamation completed the Design, Estimate, and Construction review of the feasibility-level designs.
April 6-10, 2020	Reclamation completed the Peer Review of the Water Operations Technical Memorandum
July 31, 2020	Reclamation released the Draft EIS and Draft Feasibility Report.
October 30, 2020	Reclamation initiated formal Endangered Species Act consultation with National Oceanic and Atmospheric Administration National Marine Fisheries Service and submitted its biological assessment.
December 2020	The Secretary of the Interior determined the Study's recommended plan to be feasible in accordance with the WIIN Act.
December 2020	Reclamation transmitted the Final Feasibility Report to Congress.
December 2020	Fiscal Year 2021 Appropriations legislation secured \$12.88 million in WIIN Act funding for completing the Study, environmental compliance, and construction.
May 2021	Initiated pause in environmental compliance process pending further development of final design.
July / August 2021	Reclamation's Columbia-Pacific Northwest Region requested delegation of authority and received approval from the Commissioner to negotiate, execute, and administer a cost-share agreement pursuant to section 4007 of the WIIN Act with the IWRB.
Sept. / Oct. 2021	Reclamation and IWRB completed cost-share contract negotiation sessions: Sept. 22, Oct. 5, Oct. 19, and Oct. 28.
November 2021	IWRB and Reclamation signed and executed cost-share contract. IWRB provided first interval payment of advanced funds. TSC initiated final design activities.
June 2022	Reclamation's TSC completed dam spillway overlay feasibility design and conducted risk neutrality and construction risk workshop.
September 2022	Reclamation's risk neutrality and construction risk analysis, Dam Safety Advisory Team review and concurrence.
September 2022	Received total non-federal project funding based on the feasibility level total project cost estimate.
May 2023	Completed Dam Raise and Reservoir Rim Projects 30% Designs.
June 2023	Completed Dam Raise and Reservoir Rim Projects 30% design reviews, Value Engineering Studies, and Dam Raise Constructability Review.
November 2023	Completed on-site field explorations.

Jan. / Feb. 2024 Completed Reservoir Rim Projects 60% designs and Constructability Review.

May 2024 Completed Dam Raise 60% Design.

June 2024 Completed Reservoir Rim Projects Geotechnical Field Explorations Report.

November 2024 Completed: Dam Raise Geotechnical Field Explorations Report, potential hazardous materials site-survey report, initial plan for reservoir operations during construction, and the Reclamation / US Forest Service concurrence document for how accessibility requirements will be incorporated into reservoir rim projects designs.

December 18, 2024 Completed Reservoir Rim Projects 90% designs.

Thank you for this opportunity to provide an update on the Boise River Basin Feasibility Study / Anderson Ranch Dam Raise Project. If you have any questions, please contact me at (208) 378-5360 or via email at ckeith@usbr.gov. *If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.*

Sincerely,

Chris Keith
Project Manager

Memorandum

To: Idaho Water Resource Board
From: Meghan Carter, Ann Yribar, Cynthia Bridge Clark, Justin Ferguson
Date: March 13, 2025
Re: Mountain Home Air Force Base Water Resilience Project



REQUIRED ACTION: The Board will consider the approval of a resolution accepting an Amended Joint Stipulation and Notice of Conditional Withdrawal of Protest between the IWRB and Elmore County Board of Commissioners.

The Idaho Water Resource Board (Board) filed a water right application, number 2-10556, for surface water diversion to be used during the winter months as part of the Mountain Home Air Force Base Project (Project). Protests to the application were received from Elmore County, the City of Heyburn, and the Idaho Power Company. Through negotiations with the City of Heyburn and through a *Joint Stipulation and Notice of Conditional Withdrawal of Protest* between the Board and the Idaho Power Company, protests for the two entities were able to be resolved.

A *Joint Stipulation and Notice of Conditional Withdrawal of Protest* between the Board and Elmore County had also been negotiated; however, additional provisions were requested by the MHAFB personnel to be included in the Stipulation. Attached is a draft of the updated language for the Board's consideration and approval.

ATTACHMENTS

- Draft Resolution Accepting the Amended Joint Stipulation and Notice of Conditional Withdrawal of Protest between the IWRB and Elmore County Board of Commissioners

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE MOUNTAIN HOME AIR
FORCE BASE WATER RESILIENCE PROJECT

RESOLUTION TO ACCEPT PROPOSED
STIPULATIONS TO RESOLVE PROTESTS TO
WATER RIGHT APPLICATION 2-10556

1 WHEREAS, the Idaho Water Resource Board ("Board") is a constitutional agency of the State of
2 Idaho and empowered by Idaho Code § 42-1734 to acquire, purchase, lease or exchange land, rights,
3 water rights, easements, franchises and other property deemed necessary or proper for construction,
4 operation and maintenance of water projects, and
5

6 WHEREAS, the State of Idaho recognizes the economic value of the Mountain Home Air Force
7 Base (MHAFB) to the local and state economy and supports the United States Military (Military) in
8 achieving its national security functions; therefore, the State of Idaho intends to coordinate with the
9 Military to develop a long-term sustainable water supply to support the MHAFB and its mission; and
10

11 WHEREAS, on July 25, 2014, the Board purchased senior Snake River water right nos. 02-
12 10300A, 02-10330B and 02-10472 (Snake River Water Rights) for the purpose of obtaining a water
13 supply for the MHAFB; and
14

15 WHEREAS, the Board has determined that it will pursue a water supply bank rental to change
16 the Snake River Water Rights to suit the needs of the MHAFB for summertime use; and
17

18 WHEREAS, the Board filed water right application 02-10556 for wintertime water use on the
19 MHAFB; and
20

21 WHEREAS, the United States Air Force owns ground water rights 61-7224, 61-11940, 61-11941,
22 61-11942, and 61-11943 for use on the MHAFB; and
23

24 WHEREAS, the Board holds decreed minimum streamflow water rights at the Murphy Gaging
25 Station, just downstream of Swan Falls Dam, which require an average daily flow of 3,900 cfs between
26 April 1st and October 31st of every year, and 5,600 cfs between November 1st and March 31st of every
27 year; and
28

29 WHEREAS, a protest to application 2-10556 was received from Elmore County regarding the
30 concurrent use of both surface and groundwater sources at the MHAFB; and
31

32 WHEREAS, the protest from Elmore County was resolved through proposed inclusion of certain
33 provisions regarding the primary use of surface water and supplemental use of ground water on the
34 MHAFB terms, in the Water Use Agreement between the United States and the Board; and
35

36 WHEREAS, additional provisions were requested by the MHAFB personnel to the previous Joint
37 Stipulation between the IWRB and Elmore County Board of Commissioners; and

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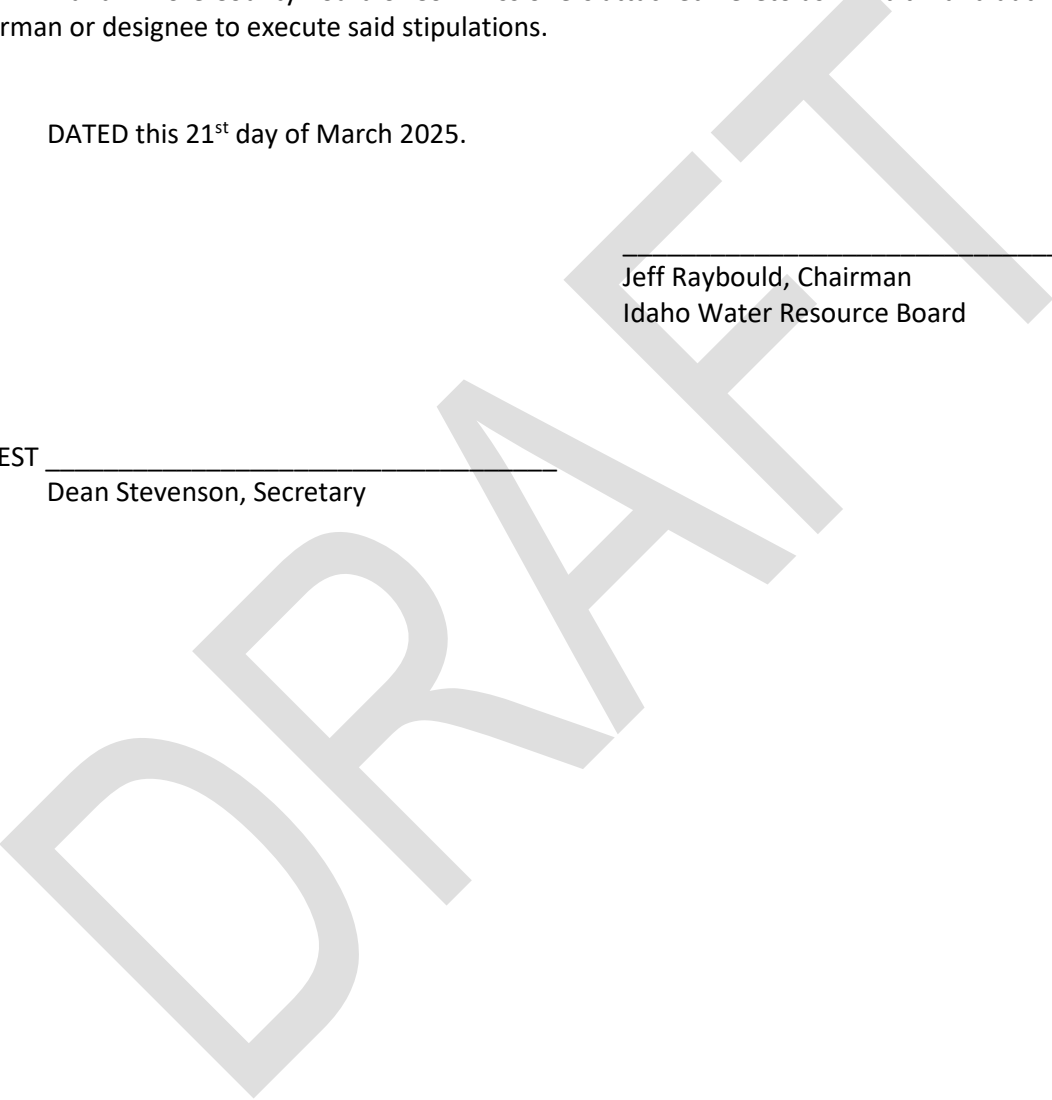
WHEREAS, the inclusion of the additional provisions requested by the MHAFB personnel in the Water Use Agreement between the United States and the Board is acceptable to the Elmore County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED that the Idaho Water Resource Board hereby approves The Amended Joint Stipulation and Notice of Conditional Withdrawal of Protest between the IWRB and Elmore County Board of Commissioners attached hereto as Exhibit A and authorizes its chairman or designee to execute said stipulations.

DATED this 21st day of March 2025.

Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST _____
Dean Stevenson, Secretary



RAÚL R. LABRADOR
Attorney General

SCOTT L. CAMPBELL
Deputy Attorney General
Chief, Energy Natural Resources Division

ANN N. YRIBAR (ISB #8406)
Deputy Attorney General
P.O. Box 83720
Boise, Idaho 83720-0010
Telephone: 208-334-2400
Facsimile: 208-854-8072

Attorneys for the Idaho Water Resource Board

**BEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

**IN THE MATTER OF APPLICATION
FOR PERMIT NO. 02-10556 (Idaho
Water Resource Board)**

**AMENDED JOINT STIPULATION AND
WITHDRAWAL OF PROTEST**

Applicant, the Idaho Water Resource Board (“Applicant” or “IWRB”) and protestant Elmore County Board of County Commissioners (“Elmore County”) by and through their undersigned counsel of record, and pursuant to IDAPA 37.01.01.204, 557 and .612, hereby stipulate to an amended settlement of Elmore County’s protest in the above-entitled matter, the terms and conditions of which are set forth herein.

On September 16, 2024, the IWRB filed a *Joint Stipulation and Withdrawal of Protest* (“Joint Stipulation”) in the above-entitled matter with IDWR. After filing the Joint Stipulation, new factual information regarding the United States Air Force’s (“Air Force”) desire to continue to use ground water well #8 to irrigate the golf course was brought to the parties’ attention. This new information requires amendment of the Joint Stipulation as follows:

Elmore County’s withdrawal is conditioned on the execution of a separate agreement between the United States Air Force (“Air Force”) and the IWRB, which outlines the parameters for continuing use of the Air Force’s ground water rights on the Mountain Home Air Force Base (the “Air Force–IWRB Agreement”). The following language will be included as definitions in the Air Force–IWRB Agreement:

1. *Ground Water Rights.* Water Rights Nos. 61-7224, 61-11940, 61-11941, 61-11942, and 61-11943 owned by the United States.
2. *Surface Water Rights.* The Water Rights and the Wintertime Right collectively.
3. *Water Rights.* Water Rights Nos. 2-10300A, 2-10300B, 2-10506. The water rights authorize a total diversion of 2500 acre-feet per year for irrigation use between April 1 and October 31.
4. *Wintertime Supply Right.* Application for Permit No. 2-10556 as well as any related subsequent permit or license issued by the Idaho Department of Water Resources.

The following language will be included as a provision of the Air Force-IWRB Agreement:

- 4.1 The Surface Water Rights shall be the primary source of water for MHAFB and such water may be used for municipal purposes.

- 4.2 The Ground Water Rights shall be used to supplement the Surface Water Rights in the following circumstances:
- 4.1.1 an emergency,
 - 4.1.2 when Surface Water Rights are curtailed, and
 - 4.1.3 at least once every five (5) years to prevent forfeiture.
- 4.3 In addition to the Ground Water Rights uses described in Section 4.2, up to 222.5 AFY of water may be withdrawn from Well No. 8 during the Irrigation Season for irrigation of Silver Sage Golf Course. Efforts by MHAFB are underway to (a) further decrease Well No. 8 usage over the next three years to 184.13 AF; (b) reduce the irrigated golf course acreage by as much as 10 acres; and (b) decrease the number of days the golf course is irrigated.

This Amended Joint Stipulation supersedes and replaces the Joint Stipulation filed by the parties on September 16, 2024. Provided that the above language is not subsequently amended, the withdrawal of Elmore County's protest shall be with prejudice. The parties respectfully request the entry of an Order approving the Amended Stipulation set forth herein; each party to bear its own costs, expenses, and attorney's fees.

DATED this ____ day of March 2025.

ANN N. YRIBAR
Deputy Attorney General

DATED this ____ day of March 2025.

Dylan Lawrence
For the Elmore County Board of
Commissioners

DRAFT

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ____ day of March 2025, I caused to be served a true and correct copy of the foregoing AMENDED JOINT STIPULATION AND WITHDRAWAL OF PROTEST by transmitting a copy thereof in the manner listed below:

Nick Miller Idaho Department of Water Resources Western Region 2735 W. Airport Way Boise ID 83705-5082	<input type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email to: nick.miller@idwr.idaho.gov file@idwr.idaho.gov <input type="checkbox"/> Facsimile: _____ <input type="checkbox"/> Statehouse Mail
Dylan Lawrence Varin Thomas LLC 242 N 8 th St. Ste. 220 Boise ID 83702	<input type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email to: dylan@varinthomas.com <input type="checkbox"/> Facsimile: _____ <input type="checkbox"/> Statehouse Mail
John Simpson Marten Law LLP PO Box 63 Twin Falls ID 83303	<input type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> Email to: jsimpson@martenlaw.com <input type="checkbox"/> Facsimile: _____ <input type="checkbox"/> Statehouse Mail

ANN N. YRIBAR
Deputy Attorney General

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF PRIEST LAKE CONSTRUCTION
LITIGATION

RESOLUTION TO APPROVE FUNDS FOR
OUTSIDE COUNSEL

1 WHEREAS, on August 20, 2020, the Idaho Water Resource Board (IWRB) and Strider Construction
2 Co., Inc. (Strider) entered a construction contract for improvements to the Priest Lake Outlet Dam; and

3
4 WHEREAS, on July 27, 2022, Strider submitted a notice of termination of the contract; and

5
6 WHEREAS, on July 29, 2022, Strider filed a lawsuit against the IWRB related to the contract; and

7
8 WHEREAS, on August 23, 2022, the IWRB filed a counterclaim against Strider; and

9
10 WHEREAS, the Office of the Attorney General (OAG) determined that it was necessary and
11 appropriate to retain the private law firm of Kirton McConkie (Counsel) to assist the OAG in the
12 representation of the IWRB's interest in the defense of litigation with Strider; and

13
14 WHEREAS, on September 27, 2022, the Board entered into an agreement for Professional Services
15 with the firm of Kirton McConkie on the Strider matter; and

16
17 WHEREAS, on January 20, 2023, the Board authorized expenditure of up to \$370,000 from the
18 Water Management Account to defray the costs of litigation in the Strider matter; and

19
20 WHEREAS, on July 21, 2023 the Board authorized expenditure of an additional \$815,000 from the
21 Water Management Account to defray the costs of litigation in the Strider matter; and

22
23 WHEREAS, on May 24, 2024 the Board authorized expenditure of an additional \$280,000 from the
24 Water Management Account to defray the costs of litigation in the Strider Matter; and

25
26 WHEREAS, trial in the Strider Matter was scheduled for February, 2025; and

27
28 WHEREAS, in November, 2024 Kirton McConkie estimated that the costs of litigation in the Strider
29 matter through the February, 2025 trial to be \$570,000; and

30
31 WHEREAS, the Board has contracted for additional legal counsel and litigation support services
32 for a cost of \$175,000; and

33
34 WHEREAS, the Court rescheduled the trial in the Strider matter to August, 2025; and

35
36 WHEREAS, funds previously approved by the Board have been depleted; and

37
Resolution No. _____

38 WHEREAS, Kirton McConkie has estimated that the costs of litigation in the Strider matter through
39 the August, 2025 trial date to be as much as \$_____; and

40
41 NOW THEREFORE BE IT RESOLVED, that the IWRB authorizes expenditure of up to \$_____
42 from the Water Management Account to defray the costs of litigation in the Strider matter; and

43
44 NOW THEREFORE BE IT FURTHER RESOLVED that the IWRB authorizes its chairman or designee,
45 to execute the necessary agreements or contracts for the purpose of this resolution.

46

DATED this 21st day of March 2025.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary

Memorandum

To: Idaho Water Resource Board

From: Amy Cassel

Date: March 13, 2025

Re: Upper Payette Storage Project



REQUIRED ACTION: Consider a resolution in support of sending a request to the U.S. Bureau of Reclamation to define the steps required to acquire uncontracted storage water in Cascade and Deadwood Reservoirs.

The Upper Payette Storage Association (Association) was formed in December 2023 with the goal of obtaining uncontracted storage in Cascade and Deadwood Reservoirs. The Association consists of mainstem Payette River and tributary water users above and below Cascade Reservoir. The Association approached the Idaho Water Resource Board's (IWRB) Storage Committee on May 6, 2024, requesting that their proposal to obtain uncontracted storage space be considered for the IWRB's Regional Water Sustainability Priority Projects List (RWSPP List). On May 13, 2024, the Finance Committee recommended the proposal be added to the RWSPP List. On May 24, 2024, the IWRB adopted Resolution No. 28-2024 and formally added the Upper Payette Basin Storage Project to the RWSPP List.

Since that time, IWRB staff has coordinated with the various parties that have an interest in the proposal, including but not limited to the Upper Payette Storage Association representatives and the U.S. Bureau of Reclamation (Reclamation). As a result of these discussions, Reclamation recommended that the IWRB submit a request to identify the process and associated costs of evaluating the potential to secure uncontracted storage space in Cascade and Deadwood Reservoirs.

ATTACHMENTS

- Resolution in support of sending request to U.S. Bureau of Reclamation inquiring about uncontracted storage water in Cascade and Deadwood Reservoirs.

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF UPPER PAYETTE RIVER BASIN
STORAGE PROJECT

RESOLUTION TO REQUEST THE U.S. BUREAU
OF RECLAMATION IDENTIFY THE PROCESS TO
EVALUATE ACQUISITION OF UNCONTRACTED
STORAGE SPACE IN CASCADE AND
DEADWOOD RESERVOIRS

1 WHEREAS, the U.S. Bureau of Reclamation (Reclamation) owns and operates Cascade and
2 Deadwood Dams and reservoirs in the Payette River System; and
3

4 WHEREAS, there is approximately 16,000 acre-feet (af) and 24,000 af of uncontracted federal
5 storage in Cascade and Deadwood Reservoirs respectively; and
6

7 WHEREAS, the Upper Payette Storage Association (Association), consisting of mainstem Payette
8 River and tributary water users above and below Cascade Reservoir, was formed in December 2023 with
9 the goal of obtaining uncontracted storage in Cascade and Deadwood Reservoirs; and
10

11 WHEREAS, in a letter dated April 23, 2024, the Association requested the Idaho Water Resource
12 Board (IWRB) consider the acquisition of available uncontracted storage from Reclamation to help meet
13 emerging water supply needs in the Payette River Basin; and
14

15 WHEREAS, the Association approached the IWRB's Storage Committee on May 6, 2024,
16 requesting that a proposal to obtain uncontracted storage space be considered for the IWRB's Regional
17 Water Sustainability List; and
18

19 WHEREAS, on May 13, 2024, the IWRB's Finance Committee recommended the proposal be
20 added to the Regional Water Supply Sustainability List; and
21

22 WHEREAS, on May 24, 2024, the IWRB adopted Resolution No. 28-2024 and formally added the
23 Upper Payette Basin Storage Project to the Regional Water Sustainability Priority Projects List; and
24

25 WHEREAS, the Storage Committee directed IWRB staff to begin coordination with the various
26 parties that have an interest in the proposal, including but not limited to the Upper Payette Basin
27 Association, Payette River Watermaster and Water District 65 Advisory Committee, and Reclamation; and
28

29 WHEREAS, as a result of these discussions, Reclamation advised that the IWRB must submit a
30 written request asking Reclamation to define the steps necessary to secure uncontracted storage space;
31 and
32

33 NOW, THEREFORE BE IT RESOLVED that the IWRB send Reclamation a formal request which asks
34 Reclamation to evaluate the steps and costs for obtaining uncontracted space in 1) Cascade Reservoir only
35 and 2) in both Cascade and Deadwood Reservoirs to meet water supply needs in the Payette River Basin.
36

37 NOW, THEREFORE BE IT FURTHER RESOLVED that the request to Reclamation specify the
38 acquisition of uncontracted storage space in Cascade and Deadwood Reservoirs would not impact storage
39 water released by Reclamation to meet flow augmentation obligations under the Snake River Water Rights
40 Agreement of 2004 and provisions of law, including 42-1763B, Idaho Code.

41
42 NOW, THEREFORE BE IT FURTHER RESOLVED that the request to Reclamation specify the
43 acquisition of uncontracted storage space in Cascade and Deadwood Reservoirs would be accomplished
44 through a contract between the IWRB and Reclamation.

45
DATED this 21 day of March 2025.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary

DRAFT

**BLACKFOOT RIVER WATER MANAGEMENT
PLAN PURSUANT TO
THE 1990 FORT HALL INDIAN WATER RIGHTS
AGREEMENT**

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Style Definition: TOC 2

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Style Definition: TOC 4

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**BLACKFOOT RIVER WATER MANAGEMENT PLAN PURSUANT TO
THE 1990 FORT HALL INDIAN WATER RIGHTS AGREEMENT**

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This Blackfoot River Water Management Plan is developed pursuant to the *1990 Fort Hall Indian Water Rights Agreement* and constitutes an agreed upon plan and program by and between the Shoshone-Bannock Tribes of the Fort Hall Reservation, the State of Idaho, the United States, the Committee of Nine and Water District 27, as represented by the Advisory Committee described in Idaho Code § 42-605(6), for implementation of effective water management in the Blackfoot River Basin. It is made in reference to the following facts.

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RECITALS

WHEREAS,

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A. On July 5, 1990, the Shoshone-Bannock Tribes, the State of Idaho, the United States, and certain Idaho Water Users entered into an agreement to settle the water rights claimed by the United States for the benefit of the Shoshone-Bannock Tribes. This Agreement, known as the 1990 Fort Hall Indian Water Rights Agreement, was approved by the legislative branches of these three governments, and on November 16, 1990, the United States Congress enacted Pub. L. 101-602, the Fort Hall Indian Water Rights Settlement Act of 1990.

B. On August 2, 1995, the Presiding Judge of the Snake River Basin Adjudication entered an Order approving the Fort Hall Agreement and decreeing water rights to the United States for the benefit of the Tribes. See On August 13, 2014 the Presiding Judge of the Snake River Basin Adjudication entered an order approving the Revised Partial Final Consent Decree Determining the Rights of the Shoshone-Bannock Tribes to the use of water in the Upper Snake River Basin. See Revised Partial Final Consent Decree Determining the Rights of the Shoshone-Bannock Tribes to the Use of Water in the Upper Snake River Basin.

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C. Article 7 of the Fort Hall Agreement and Section II.A. of the Court's Order recognized the Shoshone-Bannock Tribes' right to use water from the Blackfoot River system and Grays Lake.

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D. Subsection 8.3 and the Attachment to the Fort Hall Agreement titled "Blackfoot River Water Management Plan, Statement of Purposes, April 20, 1990" provided for the development of a Blackfoot River Water Management Plan.

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NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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1. Purposes

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This Blackfoot River Water Management Plan establishes a comprehensive program to facilitate efficient and accurate measurement and regulation of Basin 27 diversions, to promote transmission of

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data amongst the Parties, and to develop a computer accounting program that determines the amount of natural flow available to water users on the Blackfoot River.¹

Figures 1 and 2 are included at the end of this document to aid the reader with understanding and implementing this Plan. The Figures are included for illustrative purposes and the text of the Plan takes precedence over any discrepancy between the text and the Figures.

2. Definitions

The following definitions apply for purposes of this Plan:

a) "Agreement" means the "Blackfoot River Equitable Adjustment Settlement Agreement" entered into by the Tribes, the United States, the State, the Basin 27 Water Users and the Committee of Nine and approved by the Snake River Basin Adjudication Court on August 9, 2013.

b) "Basin 27 Water Users" means persons diverting ~~Natural Flow~~ natural flow from the Blackfoot River Basin under partial decrees listed on Attachment E to the Revised Consent Decree and under *de minimis* domestic and stock water rights with a priority date earlier than January 1, 1990. "Basin 27 Water Users" includes the Miners Ditch water bypassed as mitigation for water right no. 27-7577 in the name of the City of Blackfoot.²

c) ~~e)~~ "Basin 27 Primary Volume" is the cumulative annual volume of Blackfoot River Basin ~~Natural Flows~~ natural flow diverted by the Basin 27 Water Users during the irrigation season as a direct result of being allowed to divert Blackfoot River Basin ~~Natural Flows~~ natural flow ahead of the Tribes as provided by the Fort Hall Agreement and described in water right 27-113753. The calculation of the Basin 27 Primary Volume is described in Section 4.~~g)~~ of this Plan.

~~a)~~d) "Committee of Nine" means the advisory committee of Water District 01 and any successor thereto.

~~b)~~e) "*De minimis* domestic water right" for purposes of this Plan means (a) the use of water for homes, organization camps, public campgrounds, livestock and for any purpose in connection therewith, including irrigation of up to one-half (1/2) acre of land, if the total use

¹ This Plan does not address purposes ~~3-5 or 7-8~~ of the Blackfoot River Water Management Plan Statement of Purposes dated April 20, 1990 attached to the 1990 Fort Hall Indian Water Rights Agreement. Purposes 4, 5 and 8 of the Attachment pertain to Grays Lake and will be addressed in a future amendment to this Plan. Purposes 3 and 7 pertain to the internal operations of the Fort Hall Irrigation Project and will be addressed in a separate agreement between the Tribes and the United States. Purpose 6 is calculated by Water District 1.

² All or part of 16 water rights may be diverted into the Miners Ditch, none of which are in the name of Miners Ditch nor do they include any designation they are to be bypassed for mitigation purposes. Those 16 water rights are: 27-3G, 27-17, 27-20A, 27-20B, 27-22A, 27-23E, 27-35A, 27-10296, 27-10341, 27-10344, 27-10505, 27-10756, 27-10790, 27-10999, 27-11117, 27-11940.

³ Basin 27 Primary Volume does not include water used by *de minimis* domestic or stock water rights as ordered by the SRBA Court on February 2, 2012-- based on agreement of the parties involved that the total annual amount of such use was found to be insignificant in relation to the 45,000 acre-foot provided in the 1990 Fort Hall Agreement.

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is not in excess of thirteen (13,000) gallons per day, or 14.5 acre-feet per year or less for storage, or (b) and other uses, if the total use does not exceed a diversion rate of four one-hundredths (0.04) cubic feet per second and a diversion volume of twenty-five hundred (2,500) gallons per day. Domestic rights shall not include water for multiple ownership subdivisions, mobile home parks, or commercial or business establishments, unless the use meets the diversion rate and volume limitation set forth in (b) above.

~~f) "De minimis stock water right" for purposes of this Plan means the use of water solely for livestock or wildlife where the total diversion is not in excess of thirteen thousand (13,000) gallons per day or 14.5 acre-feet per year or less for storage.~~

~~g) "Director" means the Director of the Idaho Department of Water Resources, or any successor.~~

~~h) "Equitable Adjustment Water" is a supplemental water supply provided to the Tribes for the purpose of protecting water right no. 27-11375 if the Basin 27 Primary Volume exceeds 45,000 ac-ft per year and all available credits, consistent with the terms of the Agreement.~~

~~i) "Fort Hall Agreement" means the 1990 Fort Hall Indian Water Rights Agreement executed by the Shoshone-Bannock Tribes of the Fort Hall Reservation, the State, the United States, and the Committee of Nine.~~

~~j) "Intergovernmental Board" means the three-member Intergovernmental Board established in Article 9 of the Fort Hall Agreement.~~

~~k) "IDWR" or the "Idaho Department of Water Resources" means the executive agency of the State of Idaho created by Idaho Code § 42-1701, or any successor agency.~~

~~l) "Measuring Device Order" means the Order Requiring Measuring Devices and Controlling Works on the Blackfoot River, Water District 27 entered on April 18, 2008 by IDWR, and subsequent amendments thereto. A true and correct copy of the Measuring Device Order is attached for informational purposes as Attachment I.~~

~~m) "Measuring Device Standards" means the IDWR document entitled "Minimum Acceptable Standards for Open Channel and Closed Conduit Measuring Devices" and subsequent amendments thereto. A true and correct copy is attached for informational purposes as Attachment H.~~

~~n) "Natural Flow" means the natural flow of the Blackfoot River Basin that is available for diversion as referred to in section x.d of water right 27-11375 and as specifically defined and calculated in this Plan. When the term "natural flow" is used in this Plan rather than "Natural Flow" the classic meaning of natural flow is intended as illustrated in Section 4.k) of this Plan.~~

~~o) "Parties" means the Tribes, the United States, the State, the Basin 27 Water Users, and the Committee of Nine of Water District 01.~~

~~p) "Plan" means this Blackfoot River Water Management Plan.~~

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~~p) p)~~ “SRBA District Court” means the District Court of the Fifth Judicial District, State of Idaho, in and for the County of Twin Falls that is assigned Civil Case No. 39576.

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~~g) g)~~ “State” means the State of Idaho, admitted to the Union on July 3, 1890.

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~~r) r)~~ “Supplemental Equitable Adjustment Water” is an additional supplemental water supply provided to the Tribes for the purpose of protecting and satisfying water right No. 27-11375 if the Basin 27 Primary Volume exceeds 45,000 acre-feet per year, all available credits provided for under paragraph 1 of the Agreement and all Equitable Adjustment Water provided for under paragraph 2 of the Agreement.

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~~s) s)~~ ~~“De minimis stock water right” for purposes of this Plan means the use of water solely for livestock or wildlife where the total diversion is not in excess of thirteen thousand (13,000) gallons per day or 14.5 acre-feet per year or less for storage.~~

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~~s) s)~~ “Tribes” or “Tribal” means the Shoshone-Bannock Tribes of the Fort Hall Reservation in Idaho as the collective successors-in-interest of Indian signatories to the Second Treaty of Fort Bridger of July 3, 1868, 15 Stat. 673, and subsequent Tribal/federal agreements.

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~~t) t)~~ “United States” means the United States of America acting through the United States Department of the Interior, Bureau of Indian Affairs.

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~~u) u)~~ “Water District 01” means the instrumentality created by the Director of the IDWR pursuant to Idaho Code § 42-604 (1992) and any successor thereto.

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~~v) v)~~ “Water District 27” means the water district designated by the Director of IDWR pursuant to Idaho Code § 42-604 (1992) for the distribution of water in the Blackfoot River Basin and any successor thereto.

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~~w) w)~~ “Watermaster” means the person elected by Water District 27 and appointed by the Director of IDWR to distribute water within Water District 27.

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3. Measurement Program

a) Improvement Program.

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The Parties shall undertake an on-going program to improve water measurement and delivery throughout the Blackfoot River Basin. IDWR issued the Measuring Device Order in 2008, which required natural flow water users on the Blackfoot River to install and maintain lockable headgates and adequate measuring devices in accordance with the Measuring Device Standards prior to any delivery of water to the water user beginning in 2010. The Watermaster will determine, on a case-by-case basis, the specific improvements needed to facilitate efficient and accurate measurements at each point of diversion within Basin 27 in accordance with the Measuring Device Order. The owner of a point of diversion is responsible for any costs associated with installation and maintenance of lockable headgates and measuring devices and is also responsible for

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ensuring that the point of diversion remains in compliance with the Measuring Device Order in the future.

b) Regulation of Basin 27 Points of Diversion.

The Watermaster will regulate Basin 27 points of diversion according to the following guidelines. The frequency and method of regulation for each point of diversion is determined by its flow rate and location. All diversion measurement sites shall be located as close as possible to the point of diversion consistent with the Measuring Device Standards.

i) Continuous Monitoring.

The Watermaster shall monitor the following points of diversion through the use of sensors and continuous data-logging equipment:

- A) Smith-Maxwell diversion,
- B) Riverton diversion,
- C) Stevens diversion,
- D) Central diversion,
- E) Miners / Younie Blackfoot River pump diversion,
- F) Miners ground water well diversion(s),
- G) Little Butte diversion,
- H) Eastern Idaho / Blackfoot Slough diversion,
- I) Just Ditch diversion,
- J) Sand Creek Ditch diversion - not included in Basin 27 calculations.

ii) Installation and maintenance responsibility.

The owners of the diversions described in subdivision 3.b)i) are responsible for maintaining the headgates and measurement sections of their respective ditches. Water District 27 shall install and maintain sensors and continuous data-logging equipment at each site identified.

iii) Pumps.

Some natural flow water users divert water from the Blackfoot River or its tributaries through the use of pumps. Water users who use pumps are required to install an adequate measuring device on each pump in accordance with the Measuring Device Order. The Watermaster shall record and report pump diversions at a minimum frequency of once per two weeks.

iv) Non-Continuous Monitoring.

The Watermaster shall monitor and measure manually all other Basin 27 points of diversion. Measurements shall be performed using consistent and accurate methods. All active points of diversion shall be measured at a minimum of once every two weeks. Small variances from this minimum measurement frequency are acceptable if unusual or unique circumstances arise in spite of the Watermaster's best efforts. Non-functional, inactive points of diversion shall be periodically monitored to verify the inactive status. Daily diversion flow rates shall be determined based on a linear interpolation between manual measurements, unless reliable information sources indicate that another

methodology is more appropriate. Diversion data shall be reported on a weekly basis.

- v) Rating curves.
Rating curves shall be established and maintained for all sites that utilize water stage data for the estimation of flow rates. Once the rating curve for a site has been established, flow rate and stage measurements will continue to be collected by the Watermaster at least once per month from April to October. Adjustments to the rating curves and shifts in the rating curve relationships will be applied by the Watermaster as appropriate.

- c) Regulation of Tribal Points of Diversion.
The Tribes and United States shall monitor the Fort Hall Main Canal, ~~the Fort Hall North Canal,~~ and the Fort Hall North Canal, the Fort Hall Little Indian Canal through the use of sensors and continuous data-logging equipment, ~~although it is understood that the United States currently has no funding source to upgrade its gages on these canals to be continuous gages and to report the data.~~ The United States and Tribes shall be responsible for maintenance of their respective sensors, data-logging equipment, and gage houses, and shall comply with all measurement and reporting standards provided under Section 3. ~~b)~~ Copies of the continuous measured flow rate data shall be sent to Water District 27 on a weekly basis by the Tribes.

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- d) Blackfoot River Basin Stream Gaging.
This subdivision identifies those gaging sites and the minimum operation standards that shall constitute the Blackfoot River stream gage system, which will be used to determine the amount of natural flow ~~and storage flow~~ in the Blackfoot River. The description for each gaging site includes six parts. The first part identifies the name of the site. The second part provides the general location of the site in latitude and longitude (NAD 83). The third part describes the period of the year when monitoring data is collected and reported. Small variances from the specified period of the year are acceptable if unusual or unique circumstances arise in spite of the responsible entity's best efforts. The fourth part identifies the operator of the site. The fifth part identifies the entity or entities responsible for the site. Site responsibilities shall include purchase and replacement of measurement equipment, equipment installation, maintenance of equipment and gage houses, and annual operating costs, including rating curve data collection, data processing, and data transmission. The sixth part describes the stream gage type at each site where continuous indicates the use of electronic sensor equipment that has the ability to transmit real-time data to a common data repository, or a gage type as described below. The stream gages are as follows:

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- i) Name: Clarks Cut
Location: Lat 43° 00' 20" Long 111° 29' 37"
Monitoring Season: April through October when Grays Lake water is being transported to Blackfoot Reservoir.
Operator: USGS (Station #13057300)
Responsible Entity: United States
Gage type: Continuous

- ii) Name: Blackfoot River near Henry
 Location: Lat 42° 48' 55" Long 111° 30' 24"
 Monitoring Season: April through October when irrigation diversions are occurring in Basin 27.
 Operator: USGS (Station #13063000)
 Responsible Entity: U.S. Department of the Interior, Bureau of Land Management
 Gage type: Continuous

- iii) Name: Blackfoot Reservoir Gage
 Location: Lat 43° 00' 20" Long 111° 43' 00"
 Monitoring Season: Year round
 Operator: Idaho Power Company
 Responsible Entity: Tribes
 Gage type: Continuous

- iv) Name: Blackfoot River at Rocky Ford
 Location: Lat 43° 00' 05" Long 111° 43' 45"
 Monitoring Season: ~~Year round~~ April through October
 Operator: ~~Idaho Power Company~~ USGS
 Responsible Entity: Tribes
 Gage type: Continuous

- v) Name: Blackfoot River near Shelley
 Location: Lat 43° 15' 46" Long 112° 02' 52"
 Monitoring Season: Year round
 Operator: USGS (Station #13066000)
 Responsible Entity: IDWR
 Gage type: Continuous

- vi) Name: Blackfoot River at Rich Lane
 Location: Lat 43° 11' 27" Long 112° 13' 39"
 Monitoring Season: April through October when irrigation diversions are occurring in Basin 27.
 Operator: Tribes
 Responsible Entity: Tribes
 Gage type: Continuous

- vii) Name: Blackfoot River below Fort Hall North
 Location: Lat 43° 10' 06" Long 112° 20' 05"
 Upstream of Corbett Slough Inflow
 Monitoring Season: April through October when irrigation diversions are occurring in Basin 27.
 Operator: USGS (Station #13068300)
 Responsible Entity: ~~United States~~
 Gage type: Continuous

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- viii) Name: Blackfoot River Bypass
 Location: Lat 43° 10' 15" Long 112° 23' 16"
 Monitoring Season: Year round
 Operator: USGS (Station #13068495)
 Responsible Entity: IDWR
 Gage type: Continuous

- ix) Name: Blackfoot River near Blackfoot
 Location: Lat 43° 07' 50" Long 112° 28' 36"
 Monitoring Season: Year round
 Operator: USGS (Station #13068500)
 Responsible Entity: IDWR
 Gage type; Continuous

- x) Name: Meadow Creek near Reservoir
 Location: Lat 42° 55' 29" Long 111° 30' 53"
 Monitoring Season: April through October when irrigation diversions are occurring in Basin 27.
 Operator: Water District 27
 Responsible Entity: Water District 27
~~Gage type: No equipment; manual flow measurements, once every 2 weeks~~
Gage type: Sensor and datalogger only; no real-time data transmittal; site should be operated under the policies provided in 3.b)

- xi) Name: Little Blackfoot River near Reservoir
 Location: Lat 42° 54' 34" Long 111° 31' 53"
 Monitoring Season: April through October when irrigation diversions are occurring in Basin 27.
 Operator: Water District 27
 Responsible Entity: Water District 27
~~Gage type: No equipment; manual flow measurements, once every 2 weeks~~
Gage type: Sensor and datalogger only; no real-time data transmittal; site should be operated under the policies provided in 3.b)

- xii) Name: Corbett Slough near Blackfoot River
 Location: Lat 43° 10' ~~23~~¹¹" Long 112° 20' ~~13~~¹⁶"
 Monitoring Season: April through October when irrigation diversions are occurring in Basin 27.
 Operator: Water District 27
 Responsible Entity: Water District 27

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Gage type: ~~Sensor and datalogger only; no real-time data transmittal; site should be operated under the policies provided in 3.b).~~

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~~xiii) Name: Idaho Canal near Blackfoot River⁴
Location: Lat 43° 15' 26" Long 112° 08' 42"
Monitoring Season: April through October when irrigation diversions are occurring in Basin 27.
Operator: Water District 27
Responsible Entity: Water District 27
Gage type: Sensor and datalogger only; no real-time data transmittal; site should be operated under the policies provided in 3.b).~~

~~xiv~~

~~xiii) Name: Sand Creek at Wolverine Road
Location: Lat 43° 16' 58" Long 112° 09' 36"
Monitoring Season: April through October when irrigation diversions are occurring in Basin 27.
Operator: Water District 01 (Station #13064500)
Responsible Entity: Water District 01
Gage type: Continuous~~

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~~xiv) Name: Reservation Canal at Head
Location: Lat 43° 22' 24" Long 112° 09' 14"
Monitoring Season: April through October when irrigation diversions from the Snake River are occurring.
Operator: Water District 01 (Station #13060500)
Responsible Entity: Water District 01
Gage type: Continuous~~

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~~xv) Name: Reservation Canal at Drop
Location: Lat 43° 14' 37" Long 112° 11' 04"
Monitoring Season: April through October when irrigation diversions are occurring in Basin 27 or from the Snake River.
Operator: Water District 01 (Station #13065500)
Responsible Entity: Water District 01
Gage type: Continuous~~

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~~xvi) Name: Fort Hall Main Canal~~

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⁴This gage will be installed prior to the delivery of any injected flows through the Idaho Canal (IF_{IdahoCanal}) for delivery to the Basin 27 Water Users or prior to delivery of any Equitable Adjustment Water through the Idaho Canal for Tribal use, whichever occurs first. The Watermaster will, from time to time, make observations and estimates of the discharge amount from the Idaho Canal into the Blackfoot River and record and report those observations in the Water District records and on the data sharing website.

Location: Lat 43° 09' 55" Long 112° 17' 53"
Monitoring Season: April through October when irrigation diversions are occurring in Basin 27 or from the Snake River.
Operator: Tribes
Responsible Entity: Tribes and United States
Gage type: Continuous

xvii) Name: Fort Hall North Canal
Location: Lat 43° 10' 00" Long 112° 20' 16"
Monitoring Season: April through October when irrigation diversions are occurring in Basin 27 or from the Snake River.
Operator: Tribes
Responsible Entity: Tribes and United States
Gage type: Continuous

xviii) Name: Fort Hall Little Indian Canal
Location: Lat 43° 15' 59" Long 112° 03' 32"
Monitoring Season: April through October when irrigation diversions are occurring in Basin 27 or from the Snake River.
Operator: Tribes
Responsible Entity: Tribes and United States
Gage type: Continuous

xix) Name: Equalizing Reservoir
Location: Lat 43° 10' 42" Long 112° 17' 03"
Monitoring Season: April through October when irrigation diversions are occurring in Basin 27 or from the Snake River.
Operator: Fort Hall Irrigation Project
Responsible Entity: Fort Hall Irrigation Project
Gage type: Non-Continuous

*Note The Equalizing Reservoir gage was added to the Blackfoot Management Plan to provide measurements of Equalizing Reservoir daily water levels from which daily change of storage can be determined, which will increase the accuracy of calculations of reach gains and natural flow. The Fort Hall Irrigation Project (FHIP) currently takes two readings per day, and from that data daily change in storage can be calculated. The data shall be reported weekly to Water District 27. In the future, should funding from some entity become available to upgrade this gage to become a continuous recording gage to improve accuracy of determining water levels, then the operator and responsible entity may be revised.

e) Changes to Stream Gage System.

Changes to any of the elements set forth in Section 3.d) shall be subject to review by the Parties. If any of the Parties have concerns that the quality of the gaging program will be affected by the changes, the concerns will be brought to the Intergovernmental Board and subject to the dispute resolution provisions in Section 7.8 of this Plan. If any of the stream gages listed in Section 3.d) are not providing data of sufficient quality or at a sufficient frequency to be useful for the purposes set forth in this Plan, any Party may

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request that the operation standards for the gage be upgraded, with any changes to be approved by the Intergovernmental Board.

- f) Data Sharing.
All data collected under Section 3 shall be communicated by the Responsible Entities to a mutually agreed upon website. The data will be made available to the Responsible Entities and will be publicly available. The data shall be communicated at the same frequency at which the data are collected. The website shall contain all real-time stream gage data, Basin 27 and Tribal diversion data (both continuous and non-continuous sites), and elements of the accounting program specified in Section 4. The Director will instruct the Watermaster to, host, develop, and maintain the data sharing website as required in this Plan. See Appendix I for a list of all data contained on the data sharing website.
- g) Gage Site Funding.
Each Responsible Entity listed in Section 3.d) shall have the responsibility of funding the installation, if a new site, and the operation of the gage site(s) to which it is assigned. Some of the funding required under this subdivision is contingent upon the appropriation of funds by the appropriate legislative entity. If funds are not available to establish, operate, and maintain a gage site, the Responsible Entity shall inform the other Responsible Entities as soon as possible, and the Responsible Entity shall make efforts to acquire or allocate funding for the site in the future.

4. Accounting Program

- a) Accounting program development and maintenance.

The Watermaster, with approval of the Intergovernmental Board, shall develop and maintain a computer accounting program, as required in this plan, that quantifies the amount of natural flow available to water users on the Blackfoot River, the amount of ~~storage water released from the Blackfoot Reservoir, the amount of water imported from Grays Lake, the amount of Snake River water injected into the Blackfoot River, the amount of water~~ natural flow diverted from the Blackfoot River and its tributaries, and the Sand Creek Exchange. ~~Once developed and approved, any subsequent~~ The term "Basin 27 Water Users" is defined in section 2.b) of the Management Plan. Any changes to calculations and methods employed in the accounting program will require approval of the Intergovernmental Board.

- b) Available ~~Flow Calculations:~~ flow calculations.

The accounting program shall calculate the amount of Blackfoot River natural flow available for diversion within the Blackfoot River basin. ~~The accounting program shall also calculate the portion of natural flow that is available for diversion as Natural Flow by Basin 27 Water Users. These natural flow calculations do not provide the true theoretical undepleted flow, but rather the actual direct flow that is available for diversion by water users at each location including the natural and~~

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storage flows from the Blackfoot River that are available for use by the Tribes and the United States. The accounting program calculations of natural flow shall always include calculation of Natural Flow and shall be made for each of the following locations using the equations specified.

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The following ~~data symbol/terms~~ are used in this Plan:

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~~IF = amount of Snake River water ordered by the Basin 27 Water Users and injected into the Blackfoot River for their use, calculated as the lesser of the water amount reported to the Watermaster for delivery and the measured amount of water actually being injected~~

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~~RG = Reach Gain~~

~~NF = Blackfoot River Basin = Natural Flows available for Basin 27 Water User diversion~~

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~~TSF = Tribal storage flows released from Blackfoot Reservoir that are dedicated for diversion by the Tribes, which may be comprised of storage flow or Blackfoot River natural flow accruing to the Blackfoot River above Blackfoot Dam, or both.~~

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~~TNF = Tribal natural flows accruing to the Blackfoot River below Blackfoot Dam that are not requested for use by Basin 27 Water Users, and are available for diversion by the Tribes~~

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~~TS = total Tribal water supply, calculated as the sum of the natural flow (TNF) and storage flow (TSF) supplies from the Blackfoot River system~~

~~TSR = Tribal water supply from the Snake River and Sand Creek diverted through the Reservation Canal as measured at the Drop~~

~~NISF = non Indian storage flows released from Blackfoot Reservoir for use by the non Indian portion of the Fort Hall Irrigation Project under water rights 27-11561 and 25-13615~~

~~NISR = non Indian water supply from the Snake River and Sand Creek diverted for use by the non Indian portion of the Fort Hall Irrigation Project pursuant to their 1891 Snake River water right (01-10248) and their 1914 Sand Creek water right (27-11560)~~

~~RFT_{BelowNorth} = Total required flow at the Blackfoot River below Fort Hall North gage site as set forth in Section 4.g)v) below~~

~~Q = measured NFD = Natural flow delivery~~

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~~Q = Measured or estimated flow rate data~~

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~~D = Flow rate of a diversion~~

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$Q_{BigBlackfoot}$	=	Blackfoot River near Henry	Formatted: Font: Calibri, 11 pt
$Q_{MeadowCk}$	=	Meadow Creek near Reservoir	Formatted: Font: Calibri, 11 pt
$Q_{ClarksCut}$	=	Clarks Cut (Grays Lake Diversion)	Formatted: Indent: First line: 0.5", Space After: 8 pt, Line spacing: Multiple 1.08 li, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers
Q_{LBR}	=	Little Blackfoot River near above Blackfoot Reservoir	Formatted: Font: Calibri, 11 pt
$Q_{RockyFord}$	=	Blackfoot River at Rocky Ford	Formatted: Font: Calibri, 11 pt
$Q_{Shelley}$	=	Blackfoot River near Shelley	Formatted: Font: Calibri, 11 pt
$Q_{Additional}$	=	Estimated non-measured inflows to Blackfoot Reservoir	Formatted: Font: Calibri, 11 pt
$Q_{Available}$ = Basin 27 natural flow $V_{Available}$ = Cumulative annual volume of natural flow for an irrigation season			Formatted: Font: Calibri, 11 pt
Q_{Drop}	=	Reservation Canal at Drop	
$Q_{RichLane}$	=	Blackfoot River at Rich Lane	Formatted: Font: Calibri, 11 pt
Q_{Drop} = Reservation Canal at Drop			Formatted: Font: Calibri, 11 pt, Subscript
$Q_{BelowNorth}$	=	Blackfoot River below Fort Hall North Canal	Formatted: Font: Calibri, 11 pt
$Q_{SandCreek}$	=	Sand Creek at Wolverine Road	Formatted: Indent: First line: 0.5", Space After: 8 pt, Line spacing: Multiple 1.08 li, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers
$Q_{CorbettTotal}$	=	Total flow at Corbett Slough measurement section	Formatted: Font: Calibri, 11 pt
$Q_{CorbettSnake}$	=	Snake River water injected into the Blackfoot River through the Corbett Slough, pursuant to water rights 1-1J, 1-298, 1-47E, 1-48, 1-304, and 27-7577. $Q_{CorbettSnake}$ is always less than or equal to $Q_{CorbettTotal}$.	Formatted: Indent: Left: 0.5", First line: 0.5", Space After: 8 pt, Line spacing: Multiple 1.08 li, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers
Q_{End}	=	Blackfoot River near Blackfoot	Formatted: Font: Calibri, 11 pt
Q_{Bypass}	=	Blackfoot River Bypass	Formatted: Font: Calibri, 11 pt
$D_{AboveReservoir}$	=	Sum of Basin 27 Water User diversions located above Blackfoot Reservoir	Formatted: Indent: Left: 0.5", First line: 0.5", Space After: 8 pt, Line spacing: Multiple 1.08 li, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers
$D_{RockyToShelleyMain}$	=	Sum of Basin 27 Water User diversions located on the main stem of the Blackfoot River between $Q_{RockyFord}$ and $Q_{Shelley}$	Formatted: Font: Calibri, 11 pt
$D_{RockyToShelleyTrib}$	=	Sum of Basin 27 Water User diversions located on tributaries that connect to the Blackfoot River between $Q_{RockyFord}$ and $Q_{Shelley}$	
$D_{ShelleyToRichLane}$	=	Sum of Basin 27 Water User diversions located between $Q_{Shelley}$ and $Q_{RichLane}$	
$D_{RichLaneToBelowN}$	=	Sum of Basin 27 Water User diversions located between $Q_{RichLane}$ and $Q_{BelowNorth}$	

$D_{\text{BelowNorth}}$ = Sum of Basin 27 Water User diversions located below $Q_{\text{BelowNorth}}$

$D_{\text{MainCanal}}$ = Fort Hall Main Canal diversion

$D_{\text{NorthCanal}}$ = Fort Hall North Canal diversion

$D_{\text{LittleIndian}}$ = Fort Hall Little Indian Canal diversion

$D_{\text{SandCreek}}$ = Sand Creek Ditch diversion

$D_{\text{NewRequest}}$ = An anticipated change in diversion rate by a Basin 27 Water User

$\Delta S_{\text{EqualizingRes}}$ = Change in storage of the Equalizing Reservoir where an increase is positive and a decrease is negative

$D_{\text{MinersWell}}$ = Miners ground water diversion(s) to be mitigated by Blackfoot River for by bypassing Blackfoot River and injected Snake River flows past Miner's Ditch that would formerly be diverted into Miner's Ditch but is now to flow down the Blackfoot River into the Snake River

NFD_{Basin27} = Natural Flow delivered to Basin 27 Water Users as made available pursuant to paragraph 11.d of water right 27-11375

$D_{\text{LittleIndian}}$ = Fort Hall Little Indian Canal diversion

$D_{\text{LittleButte}}$ = Little Butte Canal diversion of $RF_{\text{BelowNorth}}$

Requested natural flow at Blackfoot River Natural Flow

$D_{\text{ShelleytoRichLane}}$ = total Blackfoot River reach gain / loss (loss is positive, gain is negative) between the Shelley and Rich Lane gage sites, including diversions by Basin 27 Water Users of Blackfoot River Natural Flow

$D_{\text{ShelleytoBelowNorth}}$ = total Blackfoot River reach gain / loss (loss is positive, gain is negative) between the Shelley and below Fort Hall North gage sites, including for Basin 27 water users

$RF_{\text{BelowNorthMax}}$ = The maximum possible value of $RF_{\text{BelowNorthAllowed}}$ which is determined by calculating $RF_{\text{BelowNorthAllowed}}$ while assuming all water rights included in $WR_{\text{BelowNorth}}$ are in priority

Exchange = Sand Creek Exchange as described in section 5

$RF_{\text{Reservoir}}$ = Requested natural flow to be released from Blackfoot Reservoir for Basin 27 Water users diverting from the main stem Blackfoot River between Rocky Ford and Blackfoot River Below Fort Hall North gages. Does not include $RF_{\text{BelowNorth}}$.

$WR_{\text{RockyToBelowN}}$ = Summed flow rate of in priority water rights diverting or available to divert located between Rocky Ford and Blackfoot River Below Fort Hall North gages. This does not include water

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rights for diversions located on tributaries that connect to the Blackfoot River for Basin 27 water users

WR_{BelowNorth} = Summed flow rate of in priority water rights diverting or available to divert from the Blackfoot River below North gage for Basin 27 water users

C_{Loss} = Conveyance loss coefficient to account for natural losses and gains occurring between USGS Below North gage and the most downstream Basin 27 Water User diversion by

V_{Available} = Cumulative annual volume (4-1 to 10-31) of natural flow available to Basin 27 Water Users of Blackfoot River Natural Flow pursuant to paragraph 11.d of water right 27-11375

IF_{ResCanal} = Net inflows intentionally ordered from the Reservation Canal for use by Basin 27 Water Users.

IF_{IdahoCanal} = Net inflows intentionally ordered from the Idaho Canal for use by Basin 27 Water Users.

IF_{CorbettSlough} = Net inflows intentionally ordered to be delivered through the Corbett Slough channel for use by Basin 27 Water Users.

DIF_{Used} = Diverted flow that had been intentionally injected (IF) for use by entitled Basin 27 Water Users.

i) Blackfoot River at Blackfoot Dam:

ST_{Stream} = Storage flow released to provide in-stream flows as requested by the Tribes

TBN = Total flow requested for release past below Fort Hall North gage consisting of RF_{BelowNorth} and ST_{Stream}

i) Natural flow calculations derived from reach gains

Q_{IntoReservoir} = Q_{BigBlackfoot} + Q_{LBR} + ((Q_{MeadowCk} - Q_{ClarksCut}) ≥ 0) + Q_{Additional}

Total Grays Lake imported water in acre feet equals the sum of all Q_{ClarksCut} daily values multiplied by 1.9835.

ii) Blackfoot River at Rocky Ford:

NF_{RockyFord} is equal to the amount of Natural Flow requested for discharge by the Watermaster to satisfy the Basin 27 Water User diversion demands below Blackfoot Reservoir, see 4.e) below. The maximum amount that can be requested by the Watermaster is Q_{IntoReservoir}.

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$NISF_{RockyFord}$ is equal to the amount of Blackfoot Reservoir and/or Grays Lake storage requested for release by the non-Indian portion of the Fort Hall Irrigation Project, as described in item 4.b)v) below.

$$T_{SF_{RockyFord}} = Q_{RockyFord} - \frac{RG_{RockyFordToShelley}}{D_{RockyToShelleyMain} + D_{RockyToShelleyTrib}} = \frac{Q_{Shelley} - Q_{RockyFord} +$$

$$RG_{ShelleyToRichLane}}{D_{RichLane} - Q_{Shelley} - Q_{Drop} + D_{ShelleyToRichLane} + D_{LittleIndian}}$$

$$RG_{RichLaneToBelowN} = \frac{Q_{BelowNorth} - Q_{RichLane} + D_{RichLaneToBelowN} + \Delta S_{EqualizingRes} + D_{MainCanal} + D_{NorthCanal}}$$

$$NF_{RockyFord} = Q_{IntoReservoir} + D_{AboveReservoir}$$

$$NF_{Shelley} = NF_{RockyFord} - NISF_{RockyFord} + RG_{RockyFordToShelley}$$

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iii) Blackfoot River near Shelley:

$$T_{SF_{Shelley}} = T_{SF_{RockyFord}} \text{ for previous day (1 day time lag)}$$

$$NISF_{Shelley} = NISF_{RockyFord} \text{ for previous day (1 day time lag)}$$

$$D_{ShelleytoRichLane} = Q_{Shelley} + Q_{Drop} + IF_{IdahoCanal} - D_{LittleIndian} - Q_{RichLane} - DIF_{UsedRichLaneToRockyFord} - DIF_{UsedAboveReservoir} \text{ for previous day (1 day time lag)}$$

$$RF_{BelowShelley} = D_{ShelleytoRichLane} + D_{LittleButte} + RF_{BelowNorth} \text{ (} RF_{BelowNorth} \text{ is defined in Section 4.g))}$$

$$NF_{Shelley} = Q_{Shelley} - T_{SF_{Shelley}} - NISF_{Shelley}$$

$$NF_{BelowShelley} = \text{lesser of } NF_{Shelley} \text{ and } RF_{BelowShelley}$$

$$TNF_{Shelley} = NF_{Shelley} - NF_{BelowShelley}$$

$$TS_{Shelley} = TNF_{Shelley} + T_{SF_{Shelley}}$$

iv) Blackfoot River at Rich Lane:

$$NISF_{RichLane} = NISF_{Shelley}$$

$$NF_{RichLane} = NF_{BelowShelley} - D_{ShelleytoRichLane} = NF_{Shelley} +$$

$$\frac{RG_{ShelleyToRichLane}}$$

$$TS_{RichLane} = TS_{Shelley} - D_{LittleIndian}$$

$$TNF_{RichLane} = (TNF_{Shelley} - D_{LittleIndian}) \geq 0$$

(if greater than zero, $TNF_{RichLane} = 0$ otherwise)

$$T_{SF_{RichLane}} = TS_{RichLane} - TNF_{RichLane}$$

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v) Rocky Ford flows:

The measured flows at Rocky Ford, below the outlet of Blackfoot Reservoir, can consist of four distinct streams of water: (1) Blackfoot River Natural Flows requested to be discharged by the Watermaster to satisfy Basin 27 Water User demands, (2) storage releases from Blackfoot Reservoir and/or Grays Lake for non-Indian users in the Fort Hall Irrigation Project, (3) storage releases from Blackfoot Reservoir and/or Grays Lake (or natural flows passing through the Reservoir) for diversion under the Tribes' Blackfoot River water rights, and (4) water spilled or released in excess of the downstream demands and in excess of water that can be stored in

~~Blackfoot Reservoir. The Watermaster shall account for these separate streams based on the reported flow at the Rocky Ford gage. The Fort Hall Irrigation Project will inform the Watermaster how the storage releases should be allocated between (2) and (3).~~

$$\underline{NF_{\text{BelowNorth}}} = \underline{NF_{\text{RichLane}} + RG_{\text{RichLaneToBelowN}}}$$

~~vi)ii) Unmeasured Blackfoot Reservoir gain:~~

~~At the present time, additional spring and tributary inflows to the Blackfoot Reservoir ($Q_{\text{Additional}}$) are estimated as $\underline{\hspace{2cm}}$ = $\underline{35 \text{ cfs}}$~~

iii) Projected of continuous flow. The Parties agree that the estimate of $Q_{\text{Additional}}$ Priority Determination

A water right priority date projection, for the upcoming week, must be performed by the Watermaster on a weekly basis. This will be revised 5 years after help the Watermaster determine if there are diversions that need to be curtailed due to the date that all of the Upper available natural flow supply or if new diversion requests can be filled. Basin gage sites become operational, or earlier if 27 Water User diversions are limited by the natural flow supply and are not authorized to exceed it. If Basin 27 Water User diversions exceed the Parties agree. The revised estimate of $Q_{\text{Additional}}$ natural flow supply, Basin 27 Water User diversions shall be curtailed according to water right priority until their diversions are less than or equal to the natural flow supply. The water right priority is determined by comparing Basin 27 Water User diversions plus new diversion requests to the natural flow supply, taking into account the requested flow rate below Fort Hall North gage. The following equation shall be used:

$$\underline{D_{\text{AboveReservoir}} + D_{\text{RockyToShelleyTrib}} + D_{\text{RockyToShelleyMain}} + D_{\text{ShelleyToRichLane}} + D_{\text{RichLaneToBelowN}} + RF_{\text{BelowNorth}} + D_{\text{NewRequest}} - NF_{\text{BelowNorth}} = \text{Rate of diversion of water that needs to be cut} \geq 0}$$

The most junior water rights will be cut until the total rate of diversion of water cut is equal to the rate of diversion of cut produced by this equation. The priority date of the most junior water right that is not cut will be the determined priority.

iv) Water travel (lag) times

Reach gain calculations are more accurate when water travel times are included. The terms in sections 4.b)i) and 4.b)iii) will be calculated for each month based on the water balance of Blackfoot Reservoir using time lags as follows:

$$\underline{24 \text{ hour lag: } Q_{\text{BigBlackfoot}}, Q_{\text{LB}}, Q_{\text{MeadowCk}}, Q_{\text{ClarksCut}}, Q_{\text{RockyFord}}, D_{\text{AboveReservoir}}}$$

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12 hour lag: $Q_{Shelley}, D_{RockyToShelleyMain}, D_{RockyToShelleyTrib}$

~~The the most~~ terms in sections 4.b)i) and 4.b)iii) are the only terms in the plan that will be calculated using the above lagged values. No other sections of this plan will use time lags. These lags will be incorporated into the equations starting on April 2nd, with the first day of April calculated without a lag.

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v) Reach gain averaging

Raw reach gain calculations can fluctuate significantly due to imprecise water travel times and gage measurements. Averaging can help smooth out these unnatural fluctuations and allow for the delivery of a more realistic and consistent water right priority. $Q_{intoReservoir}, RG_{RockyFordToShelley}, RG_{ShelleyToRichLane},$ and $RG_{RichLaneToBelowN}$ will be calculated with a running average of four days in sections 4.b)i) and 4.b)iii). These are the only terms in the plan that will be calculated using a four day average and they will only be calculated using a four day average in sections 4.b)i) and 4.b)iii). The four days will consist of the current 5 years of data day of accounting and the previous three days. The values derived from the reach gain equations (RG) are the only terms to be averaged. Daily flow rate values at the individual gages that are used to calculate the reach gains should not be averaged. Averaging will begin on April 4th, with the first three days of April calculated without averaging.

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vi) Natural flow accuracy-

The accuracy and reliability of the above natural flow calculations shall be checked once per year by the Watermaster, who shall recommend adjustments as appropriate. These adjustments to the above natural flow calculations can be made following approval by the Intergovernmental Board.

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c) Accounting updates-

The accounting will be updated throughout the irrigation season as data are collected. Revised estimates of natural flow should be updated once per week following the collection of diversion data. Weekly accounting data posted by the Watermaster to the data-sharing website shall indicate the forecasted natural and storage flows for the week following, to be used by water users for scheduling deliveries until new accounting data are posted. Accounting data that is obtained from outside sources such as the USGS will be considered final for purposes of the accounting program as of October 31 of each irrigation season, even if the data are considered "preliminary" by the data collection entity. The calculated natural flow estimates for each of the specified locations will be posted to the data sharing website.

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d) Flow allocation-

Based on water rights, priority dates, provision ~~x11~~ 11.d of water right 27-11375 and available water supply, the Watermaster shall assign the amount of allowable diversion for each Basin 27 Water User's point of diversion. The allowable diversion shall be updated weekly and posted to the data sharing website. In addition to storage releases and Snake River/Sand Creek water, the allowable diversion by the Tribes and United States on behalf of the Tribes shall include all natural ~~flows~~ flow not identified by the Watermaster for the Basin 27 Water Users' allowable diversions.

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i) ~~Section 8.3 of the 1990 Fort Hall Indian Water Rights Agreement indicates that water rights decreed in the SRBA from Blackfoot River shall continue to be administered as they have in the past (prior to 1990). The protections given to existing non-tribal water rights in Provision 11.d of Tribal water right 27-11375 offers protection to pre-1990 Basin 27 user rights, but the 1990 Agreement is silent regarding how this would work for Basin 27 users with rights junior to the Tribal and United States September 3, 1907 rights to store water in Blackfoot Reservoir. Based on priority enforcement (which was not enforced prior to 1990 and hence allowed these junior users to divert), these Basin 27 users junior to the 1907 storage rights would not be allowed to divert except on rare occasions when they are in priority due to excess natural flow like during flood control releases. As a compromise to protect the Tribes and United States ability to store water during the prime spring runoff storage season but also allow the Basin 27 rights junior to September 3, 1907 to realize a benefit of Provision 11.d of Tribal water right no. 27-11375, the following sections regarding "storage season" are hereby placed in this Management Plan:~~

i) Storage season

~~A storage season for Blackfoot Reservoir is herein defined to begin the day all Fort Hall Irrigation Project canals diverting from the Blackfoot River are shut off for the remainder of the irrigation season and to end based on the day of maximum physical fill (defined below) or flood control reservoir releases. The term "storage season" as used in this document is solely for the purpose of administering junior water rights and does not change the authorized storage season of 1/1 through 12/31 of Tribal Blackfoot Reservoir water right 27-2007 and United States Blackfoot Reservoir right 27-11561. If there is natural flow in excess of that requested by Basin 27 users as described below, then that natural flow can be stored by the Tribes and United States in Blackfoot Reservoir anytime during the year.~~

ii) Administration for storage.

Priority administration of water rights in Basin 27 includes administration with regard to the September 3, 1907 priority date of Blackfoot Reservoir during the storage season. ~~The end of the storage season for Blackfoot Reservoir is~~

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~~identified by the maximum physical fill or the release of flood control flows. During the storage season the Watermaster can request the discharge of natural flow past Blackfoot Dam to meet the needs of any downstream Basin 27 Water User's user water rights, as described in Section 4.e), senior to September 3, 1907 and will administer junior are allowed to divert natural flow while water rights junior to the 1907 storage rights shall be curtailed to protect the Blackfoot Reservoir storage September 3, 1907 water rights except during flood control when section 4.g)iv) is satisfied. Outside the storage season, all Basin 27 users protected by Provision 11.d of Tribal water right 27-11375, who have rights either junior or senior to the 1907 Tribes and United States storage rights, will have those storage rights subordinated to them such that these Basin 27 user rights (junior and/or senior) are allowed to divert natural flow ahead of the Tribes and United States rights to store water.~~

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~~iii) ii) Storage Maximum physical fill- For purposes of this Plan, Blackfoot Reservoir maximum physical fill, and storage for the irrigation season will end, shall be determined by three (3) consecutive days of storage decline after April 1 of each year. As gaging of reservoir storage and stream flows improves in Basin 27, this method of determining maximum physical storage may need to be modified. Modifications of the Plan are described in Section 78.~~

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~~iii) Begin storage.~~

~~The beginning of the storage season for Blackfoot Reservoir is the day all Fort Hall Canals are turned off for the irrigation season.~~

~~iv) iv) Storage season. Water rights that are not protected under provision 11.d of water right 27-11375 and are junior to September 3rd, 1907 shall only come into priority when equation 4.g)iv) is satisfied.~~

~~e) Basin 27 Water User requested flow rate from Blackfoot Reservoir~~

~~The term "storage season" as used in these paragraphs 4.d)i) through 4.d)iv) is solely for the purpose of administering junior water rights and does not change the authorized storage season of 1/1 through 12/31 of water right 27-2007.~~

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~~e) Blackfoot Dam discharge.~~

~~The Watermaster shall inform the Tribes and United States, as part of the weekly accounting report or as needed, of the of necessary Natural Flows natural flow to be discharged below Blackfoot Dam to satisfy downstream Basin 27 Water User diversions. The Basin 27 Water User diversion requests shall not exceed the natural flow calculated as inflows to the Blackfoot Reservoir, and shall account~~

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~~for tributary inflows below Blackfoot Dam and Snake River inflows (from the Idaho Canal, Reservation Canal, and Corbett Slough) to the extent possible. in priority water rights of Basin 27 Water Users. The Tribes and United States on behalf of the Tribes will have the right to store or otherwise use any available natural flows flow upstream of Blackfoot Dam, which are is not requested by the Watermaster or used by the Basin 27 Water Users above the Blackfoot Reservoir, according to the terms of their water rights. The Tribes and United States shall not be required to discharge any water from the Blackfoot Reservoir for Basin 27 Water Users during the non-irrigation season, November 1 – March 31. The Watermaster, in coordination with Basin 27 Water Users, may request an amount of natural flow equal to or less than the allowable request. This allowable request is based on the equations in section 4.b)iii) that use the total natural flow supply, $NF_{\text{BelowNorth}}$. The Watermaster will be allowed to use some discretion when predicting the upcoming natural flow supply and diversion demand.~~

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f) ~~Formula for Blackfoot Dam discharge.~~

~~The Parties agree to develop a formula to assist the Watermaster in determining the necessary discharges from the Blackfoot Dam. Necessary discharges refer to the natural inflow passing through the Blackfoot Reservoir for which the Basin 27 Water Users have a right on any given day. The formula will be incorporated in the accounting program and will establish a relationship between the Natural Flow request from the Blackfoot Dam and the diversion demands of the downstream Basin 27 Water Users.~~

i) ~~Formula guidelines.~~

~~The formula to be developed shall be based on the following guidelines for determining Basin 27 Water User discharge requests from the Blackfoot Dam. These guidelines provide the general framework within which a more detailed formula is to be developed.~~

- ~~1. Estimate natural gains and/or losses to the Blackfoot River downstream of Blackfoot Dam. These natural gains and/or losses shall consist of reliable inflows that are likely to be sustained for the subsequent week.~~
- ~~2. Estimate all Basin 27 Water User diversion demands located below Blackfoot Dam, including main stem Blackfoot River demands above the Shelley gage site and all Basin 27 Water User demands located below the Shelley gage site.~~
- ~~3. Determine whether a Basin 27 Water User discharge request is necessary from Blackfoot Dam. If the estimated natural flow supply below Blackfoot Dam is greater than the estimated Basin 27 Water User diversion demands located below Blackfoot Dam, then no Basin 27 Water User discharge request from Blackfoot Dam is necessary. If the estimated natural flow supply is less than the~~

~~3. The Watermaster will verify ensure that a water charged to the primary volume pursuant to this provision 4.e)ii) will not be double counted if it is diverted by another Basin 27 Water User(s) reducing or ending their diversion(s) has requested a diversion reduction. For purposes of computing Basin 27 Primary Volume as described in Section 4.i) of this Plan, if the water user(s) reducing or ending their diversion(s) did not request the change, and water for diversion is available at their point(s) of diversion, then that water user(s) shall continue to be charged at the rate of diversion prior to the reduction or turn off and these charges will be considered daily diversion volumes.~~

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~~g) Flow) Basin 27 Water User requested flow rate below Fort Hall North Gage. gage,~~

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~~The Watermaster shall direct the Tribes and United States in advance to maintain a flow rate at the Blackfoot River below Fort Hall North gage site that is greater than or equal to the Basin 27 Water User diversion demands request located downstream of the gage site. The equations set forth are based upon the Blackfoot River below Fort Hall North gage site's location upstream of the Corbett Slough inflow into the Blackfoot River— and are meant to be an allowable request. The Watermaster, in coordination with Basin 27 Water Users, may request (RF_{BelowNorth}) an amount equal to or less than the allowable request. The Watermaster will be allowed to use some discretion when predicting the upcoming natural flow supply and diversion demand.~~

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~~i) Required flow.~~

~~The required flow rate represents the flow rate requested by the Watermaster to satisfy Basin 27 Water User diversion demands for Blackfoot River Natural Flow located downstream of the below Fort Hall North gage site, based on the available flow supply for the Basin 27 Water Users. The required flow rate (RF) shall be calculated as follows:~~

~~i) The allowable requested flow rate (RF_{BelowNorthAllowed}) shall be calculated as follows:~~

$$Q_{\text{CorbettSnake}} \leq Q_{\text{CorbettTotal}}$$

$$RF_{\text{BelowNorthAllowed}} = \frac{C_{\text{Loss}}(WR_{\text{BelowNorth}}) - (Q_{\text{CorbettTotal}} - Q_{\text{CorbettSnake}})}{C_{\text{Loss}}} \geq 0$$

$$\frac{RF_{\text{BelowNorth}}}{RF_{\text{BelowNorthAllowed}}} = \frac{C_{\text{Loss}}(D_{\text{BelowNorth}})}{C_{\text{Loss}}(D_{\text{BelowNorth}})} \leq \frac{(NF_{\text{Shelley}} - D_{\text{ShelleytoBelowNorth}})}{C_{\text{Loss}}(D_{\text{BelowNorth}})} \leq$$

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~~C_{Loss} = conveyance loss coefficient to account for natural river losses and gains occurring between Blackfoot River below Fort Hall North gage site and the most downstream Basin 27 Water User diversion.~~

~~$D_{\text{BelowNorth}}$ = valid Basin 27 Water User diversion demands for Blackfoot River Natural Flow downstream of the Blackfoot River below Fort Hall North gage site, estimated based on the previous five-day average diversions including Miners Ditch mitigation requirements ($D_{\text{MinersWell}}$). Allowance shall be made for all $IF_{\text{CorbettSlough}}$ injected flows, and those portions of IF_{ResCanal} and $IF_{\text{IdahoCanal}}$ injected flows used to satisfy Basin 27 Water User demand downstream of the below Fort Hall North gage.~~

~~$$D_{\text{ShelleytoBelowNorth}} = D_{\text{ShelleytoRichLane}} + Q_{\text{RichLane}} - Q_{\text{BelowNorth}} - D_{\text{MainCanal}} - D_{\text{NorthCanal}} - DIF_{\text{UsedBelowNorthtoRichLane}}$$~~

~~ii) Conveyance loss.~~

~~The conveyance loss coefficient (C_{Loss}) is not known at this time. The Parties agree to cooperatively develop an accurate estimate of C_{Loss} within 5 years of the date of the signature of this plan, which shall be approved by the Intergovernmental Board. In the interim, until a more accurate loss coefficient is developed, C_{Loss} shall be estimated as 1.1 and injected flows (IF) shall presume to be delivered without loss in this reach of the Blackfoot River. If the actual loss is determined to be larger than 10% ($C_{\text{Loss}} > 1.1$) the injected flows shall be charged loss at the same rate as determined by C_{Loss} .~~

~~iii) Flow adjustment.~~

~~The Watermaster shall inform the Tribes and United States if the flow rate at the Blackfoot River below Fort Hall North gage site differs from the total required flow rate calculated in 4.g)v) below. The Tribes and United States will adjust the discharges below the Fort Hall North Canal within two days of the Watermaster's notice.~~

~~iv) Required flow limit.~~

~~The required flow rate at the Blackfoot River below Fort Hall North gage site is limited by the Natural Flow of the Blackfoot River available for use by the Basin 27 Water Users. The required flow rate shall not exceed the available Natural Flow calculated at Shelley gage less the Natural Flow diversions below Shelley to the below Fort Hall North gage site.~~

~~v) Total flow.~~

~~In addition to $RF_{\text{BelowNorth}}$, the total discharge passing the Blackfoot River below Fort Hall North gage must include any portions of the $IF_{\text{IdahoCanal}}$ and IF_{ResCanal} injected flows to be diverted and used downstream of the gage, $IF_{\text{IdahoCanalBelowNorth}}$ and $IF_{\text{ResCanalBelowNorth}}$. Initially these injected flows will be presumed to be delivered without loss in the Blackfoot River. If improved measurement and accounting show either of these injected flows experience a 10% or greater loss from their respective point of injection to the below Fort Hall North gage, the water right~~

accounting formulas shall be adjusted to charge these injected flows the actual loss they encounter as they are conveyed to the gage site. The total required flow (RFT) below the Fort Hall North gage shall be calculated as follows:

$$RFT_{\text{BelowNorth}} = RF_{\text{BelowNorth}} + IF_{\text{IdahoCanalBelowNorth}} + IF_{\text{ResCanalBelowNorth}}$$

$WR_{\text{BelowNorth}}$ is limited to the conditions set forth in 4.d) where $WR_{\text{BelowNorth}}$ is established using priority determination from section 4.b)iii) using a predicted $NF_{\text{BelowNorth}}$ for the upcoming week.

ii) $C_{\text{Loss}} = 1.1$

v)iii) Make-up flow:

~~If there are times~~At times factors such as the lack of real-time water management, imprecise travel times, and/or gaging error will result in downstream diversions receiving less water than they are entitled to divert. The shortage to downstream Basin 27 water rights occurs when the flow rate at the Blackfoot River below Fort Hall North gage is less than the total required flow rate due to over diversion by the Fort Hall Irrigation Project system, the downstream ditches $RF_{\text{BelowNorth}}$. The downstream Basin 27 water rights affected by the shortage shall be entitled to divert, in addition to their water rights, a volume of water equivalent to the volume of the shortage. Any make-up water requested by the Watermaster as part of ~~$RFT_{\text{BelowNorth}} - RF_{\text{BelowNorth}}$~~ must be requested and diverted within two weeks of the return of the total ~~required~~requested flows and, ~~except for the injected flows,~~ will count against the Basin 27 Primary Volume described in Section 4.i).

h) Accounting for injected flows:

The Watermaster shall account for all Snake River injected flows into the Blackfoot River system that are intended for diversion by Basin 27 Water Users. This information shall be updated at least once per week and posted to the data sharing website. Snake River water that is injected into the Blackfoot River for use by specific Basin 27 Water Users (such as shareholders in Snake River canal companies) will be delivered to the appropriate diversions first, before any water is delivered under their Blackfoot River water rights. Deliveries of Snake River g). The combination of the make-up water to Basin 27 Water Users are request and $RF_{\text{BelowNorthAllowed}}$ shall not exceed $RF_{\text{BelowNorthMax}}$. The make-up water request portion of $RF_{\text{BelowNorth}}$ shall not be limited to the lesser of by natural flow supply, as the shortage occurred during a time period when natural flow was available. The flow rate of the Corbett Slough will be considered when determining the amount of water scheduled for delivery with the Watermaster and the

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~~measured flow that is actually injected into the Blackfoot River less any losses as determined above. make-up flow available. If the flow rate of the Corbett Slough increases during times of shortage to Basin 27 water rights, the amount of increase in Corbett Slough will be deducted from the amount of make-up flow available. If the flow rate of the Corbett Slough decreases such that it creates a shortage to downstream Basin 27 water rights, the Watermaster may revise the requested release below Fort Hall North gage as long as it stays within the bounds of the allowable requested rate.~~

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iv) ~~Total flow requested to be released past below Fort Hall North gage~~

$$TBN = ST_{stream} + RF_{BelowNorth}$$

g) ~~Basin 27 Primary Volume calculation. calculations~~

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The accounting program shall include equations to calculate the Basin 27 Primary Volume and the calculated value shall be updated weekly and posted to the data sharing website. The Basin 27 Primary Volume represents the cumulative volume of water diverted by Basin 27 Water Users, located both upstream and downstream of Blackfoot Reservoir, during the irrigation season as a benefit and direct result of being allowed to divert water ahead of the Tribes, as described in the Tribes' Blackfoot River water right 27-11375. The Basin 27 Primary Volume shall be calculated as the sum of daily diversion volumes, ~~as per the following equation for all Basin 27 Water User diversions upstream of the below Fort Hall North gage plus the RF_{BelowNorth} quantified as the lesser amount of the Watermaster request or the discharge measured at the below Fort Hall North gage NFD_{Basin27}, from the start of the irrigation season to the present day, excluding the following diversions. The primary volume will exclude Basin 27 Water User diversions during times when the Fort Hall Canals are off, all Blackfoot River natural flow rights are in priority, or when surplus water is being released from the Blackfoot Reservoir:~~

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~~i) Exclude injected flows.
Diversions of Snake River water intentionally injected into the Blackfoot River for Basin 27 Water User use, which shall be separately accounted for by the Watermaster.~~

ii) Exclude diversions

i) Natural flow distribution

$$NFD_{Basin27} = \frac{D_{AboveReservoir} + D_{RockyToShelleyTrib} + \max(D_{RockyToShelleyMain} + D_{ShelleyToRichLane} + D_{RichLaneToBelowN}, 0.9 * RF_{Reservoir}) + \min(RF_{BelowNorth}, Q_{BelowNorth} - ST_{stream})}{}$$

NFD_{Basin27} will equal zero on days when at least one of the following exclusions apply: Exclusion 4.g)ii), 4.g)iii), or 4.g)iv)

ii) Exclude diversion when Fort Hall Canals are off.
In priority Exclude Basin 27 Water User diversions on days when all of the Fort Hall Canals are off and the requested reservoir discharges described in Section 4.e) are zero for the previous day.

iii) ~~iii) Exclude in priority diversions.~~
~~Diversions occurring downstream of the Blackfoot Reservoir Exclude Basin 27 Water User diversions on days when the Tribes' Blackfoot River water right 27-11375 is fully delivered and satisfied to the extent of Tribal demand as the senior-most priority water right on the Blackfoot River. Basin 27 Water Users are delivered natural flow that is in excess of the natural flow delivered to fully satisfy the demand for the Tribes' Blackfoot River water right 27-11375. Although the Reservation Canal delivers Snake River and Sand Creek natural flow to the Fort Hall Canals with water rights 1-10223 and there are no discharges from the Blackfoot Dam, other than flood control, spill, or minimum flows, if any, for 1-10248, it is not considered a source of supply to the previous day. Fort Hall Canals when determining whether the Basin 27 water users are in priority under this exclusion. This situation only occurs when $NF_{RockyFord} = 0$ for the previous day exclusion takes a theoretical approach that omits the natural flow injected into the Blackfoot River from these water rights 1-10223 and $RF_{BelowNorth} = 0$ for 1-10248, and assumes that 70% of the current day diversion by the Fort Hall Canals must be fully satisfied with Blackfoot River natural flow only. The 70% split is derived from the ratio of Tribal lands to Non-Tribal lands indicated as place of use on water rights 27-11561 and 27-02007. This exclusion occurs when the following equation is satisfied:~~

$$\frac{D_{AboveReservoir} + D_{RockyToShelleyTrib} + D_{RockyToShelleyMain} + D_{ShelleyToRichLane} + D_{RichLaneToBelowN} + RF_{BelowNorth} + 0.7 * (D_{MainCanal} + D_{NorthCanal} + D_{LittleIndian}) \leq NF_{BelowNorth}$$

The $NF_{BelowNorth}$ term used here is calculated in section 4.b)i) which uses time lags and averaging, as defined in 4.b).

iv) Exclude diversion when flood control water is released
Exclude Basin 27 Water User diversions occurring in the Blackfoot basin on days when flood control or surplus water releases occur. These surplus water releases occur when the flows available below the Blackfoot Reservoir exceed the demand below the Blackfoot Reservoir, both Tribal and non-Tribal. The United States will communicate with the Watermaster on a weekly basis and will indicate whether or not they are intentionally releasing surplus Blackfoot Reservoir water.

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h) Blackfoot River Equitable Adjustment Settlement Agreement implementation-

The Agreement sets forth a procedure for use of credits, Equitable Adjustment Water and Supplemental Equitable Adjustment Water. ~~When the Water District 27 accounting indicates the Basin 27 Primary Volume is approaching 45,000 ac-ft for the year, the Watermaster will post on the data sharing website notice of the use of credits, and that the use of Equitable Adjustment Water and Supplemental Equitable Adjustment Water is about to begin. The Watermaster will allow use of the maximum credits, Equitable Adjustment Water, and Supplemental Equitable Adjustment Water provided by the Agreement. The amount of credit, Equitable Adjustment Water, and Supplemental Equitable Adjustment Water available to the Tribes for the current year will be determined in advance as provided by the Agreement. If the Primary Volume at any point during the irrigation season exceeds 45,000 ac-ft plus credit used, Equitable Adjustment Water used, and Supplemental Equitable Adjustment Water used then the provisions of paragraph ~~11~~d of water right 27-11375 shall be deemed satisfied for the year and all water rights shall be administered in priority.~~

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kj) Credit accrual-

At the end of each year in which the Basin 27 Primary Volume diversion is less than 45,000 ac-ft credit may be accrued as provided by the Agreement. The accrual of credits is computed as the lesser of $V_{Available}$ (natural flow in ac-ft) or 45,000 ac-ft minus the Basin 27 Primary Volume diverted for the year. ~~Where:~~

~~$$Q_{Available} = Q_{RichLane} - Q_{Drop} - IF_{IdahoCanal} + Q_{intoReservoir} \text{ (for previous day)} - NF_{RockyFord} \text{ (for previous day)} + \text{Diversions above the Reservoir (for previous day)} + \text{Diversions between Blackfoot Dam and the Rich Lane Gage} - TSF_{RockyFord} \text{ (for previous day)} - NISF_{RockyFord} \text{ (for previous day)} + D_{LittleIndian}$$~~

~~and where $V_{Available}$ is accumulated on a daily basis for the irrigation season from 4-1 to 11-10-31 as:~~

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~~$$V_{Available} = \sum_{4-1}^{10-31} (Q_{Available} - \sum (NF_{BelowNorth})) \times 1.9835 \text{ ac-ft}$$~~

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~~From section 1.c) of the Blackfoot River Equitable Adjustment Agreement, the credit account shall have the following limitations:~~

- ~~1. Maximum Credit Balance: 40,000 ac-ft~~

2. Annual Maximum Credit Accrual: 20,000 ac-ft per year

3. Annual Maximum Credit Use: 12,000 ac-ft per year

For details of credits and equitable adjustment, see the Blackfoot River Equitable Adjustment Agreement.

ii) Accounting for credit.

The accounting program will keep track of the accrual of credits calculated as described in paragraph ~~ki~~ above as well as the use and remaining balance of credits at all times as required by the Agreement. During periods of credit use the Watermaster will account for credit use on a daily basis and report credit use and the balance remaining on a weekly basis to the data sharing web site. The Watermaster will report the remaining credit balance as specified in the Agreement.

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mk) Accounting for Equitable Adjustment Water.

The accounting program will keep track of the accrual and use of Equitable Adjustment Water and Supplemental Equitable Adjustment Water at all times as specified in the Agreement. During periods of Equitable Adjustment Water and Supplemental Equitable Adjustment Water use the Watermaster will account for the Equitable Adjustment Water and Supplemental Equitable Adjustment Water use on a daily basis and report Equitable Adjustment Water and Supplemental Equitable Adjustment Water use and balance remaining on a weekly basis to the data sharing web site. The Watermaster will report the remaining Equitable Adjustment Water balance plus the annual accrual as specified in the Agreement.

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n) Accounting for Q_{Drop}

~~The accounting program will also keep a record of the allocation of the Q_{Drop} flows, a portion of which are needed to compute the Sand Creek exchange. Q_{Drop} is a measured discharge made up of up to 4 distinct streams of water: (1) Snake River natural flow diverted pursuant to the Tribes' 1867 Snake River water right, TSR less any Sand Creek water available to the Tribes. (2) Snake River natural flow diverted pursuant to the Fort Hall Irrigation Project 1891 Snake River water right, NISR less any Sand Creek water available to the non-Indian portion of the Fort Hall Irrigation Project. (3) Sand Creek consisting of the measured discharge of Sand Creek at Wolverine Road less the amount of water diverted by the Sand Creek Ditch, $Q_{SandCreek} - D_{SandCreek}$. (4) Snake River injected flows, $IF_{ResCanal}$. The Fort Hall Irrigation Project will inform the Watermaster of the portion of Q_{Drop} that will be allocated to (1) and (2) giving due consideration that the sum of the 4 streams of water must equal Q_{Drop} .⁵~~

⁵ It is possible the Tribes or the non-Indian project water users could obtain storage from the Snake River for diversion through the Reservation Canal and the Drop for use on the Fort Hall Irrigation Project. Storage diversions

e.) Water Rights-

IDWR and the Watermaster shall enforce all Basin 27 water rights in accordance with the elements of their rights, i.e., priority, period of use, and quantity, as listed in their partial and final decrees, and in accordance with the terms of the Agreement. On days when flood control flows are passing the Snake River near Milner gage and natural flow water is available in the Blackfoot River downstream of the Fort Hall North Canal and the requested ~~reservoir discharges flow~~ described in Section 4.e) ~~are zero~~ for the previous ~~day is zero and the requested flow described in Section 4.f) is zero for the current~~ day, water rights will not be enforced for the diversions located downstream of the Fort Hall North Canal.

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5. Sand Creek Exchange

a) Implementation.

The Parties agree to implement the Sand Creek Exchange as provided for in the ~~1990 Fort Hall Indian Water Rights Agreement~~ and described in paragraph ~~*11.d~~ of water right 01-10223. ~~Sand Creek flows delivered to Tribal water right 01-10223 and United States right 27-11560 are eligible for Sand Creek Exchange.~~ The measurements and equations necessary to implement the Sand Creek Exchange are available under the terms of this ~~Management Plan~~.

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b) Calculation method.

The volume of water credited to the Tribes under the Sand Creek Exchange will be calculated as an after-the-fact accounting procedure, and credited water may be diverted from the Snake River through the Reservation Canal at any time during the irrigation season. The exchange calculations and provision of credited water will be completed on a weekly basis and posted to the data sharing website referenced in Section ~~3.f4.c~~. Exchange credits will not be carried over from year to year.

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c) Exchange reset.

~~In those years in which Water District 01 resets all storage use accounts, The volume of water delivered to Tribal water right volume limits, 01-10223, and exchange accounts to zero, including United States right 27-11560 and the Tribal volume limits, of water calculated at the Reservation Canal at the Drop gage, for the Sand Creek Exchange~~

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~~could be substituted for or added to the streams (1) and (2) diversions without changing the allocation process described in n).~~

~~account will also be reset to zero on the same date first day that both of the following have occurred:~~

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- 1) ~~the head of the Reservation Canal, the North Canal, or the Main Canal begin diverting water~~
- 2) ~~the Snake River is under regulation by the Watermaster, i.e., when water ceases spilling past Milner Dam~~

~~Water will not be delivered to Tribal water right 01-10223 or United States right 27-11560 on days when the Reservation Canal, the North Canal, and the Main Canal are off.~~

d) Calculations.

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The daily volume of Sand Creek Exchange water shall be calculated based upon a comparison of the measured Sand Creek flows, the excess Blackfoot River flows below the Tribes' diversions, the Blackfoot River flows near the mouth, and the ~~Tribes' diversion demands delivery of water to water rights 01-10223 and 27-11560~~. The total annual volume of Sand Creek Exchange is limited to 50,000 acre-feet per year. ~~The Sand Creek Exchange will be finished accumulating volume for the season after the delivery to 1-10223 and 27-11560, per WD01 accounting, has reached the annual volume limits of both 1-10223 and 27-11560~~. The Sand Creek Exchange shall be calculated ~~for days when the head of the Reservation Canal, the North Canal, or the Main Canal are on~~. At least one of these canals must be on and the calculation will be based on the following equations.

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- i) ~~Excess flows bypassing~~ Flow in excess of the Tribes' ~~diversions demand for Sand Creek:~~

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$$Excess = (Q_{BelowNorth} - RFT_{BelowNorth} - (TBN - (Q_{SandCreek} - D_{SandCreek}) \times 15\%)) \geq 0$$

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~~Never less than 0.~~

- ii) ~~Diversion demands of the Fort Hall Main and North Canals:~~
~~Tribal Demand = (D_{MainCanal} + D_{NorthCanal}) - NISF - NISR~~

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- iii) ~~ii)~~ Sand Creek flows available for exchange:

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$$Sand\ Creek = (Q_{SandCreek} - D_{SandCreek}) \times 85\%$$

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~~iv)iii) Blackfoot River Sand Creek flows near returning to the confluence with Snake River:~~

~~Blackfoot River~~

~~Return = Q_{End} + Q_{Bypass} - ST_{Stream} - D_{MinersWell} (accounting for 12-hour lag time) ≥ 0~~

~~The Watermaster will regulate Basin 27 Water User diversions located below Q_{BelowNorth} consistent with their natural flow water rights. Diversion of Sand Creek flows or ST_{Stream} water is not permitted.~~

~~iv) Sand Creek Exchange calculation:~~

~~Exchange = lesser of (1) Excess, (2) Tribal Demand Sand Creek, (3) Sand Creek, or (4) Blackfoot River Return~~

~~e) Review in 5 years:~~

~~The Sand Creek Exchange calculations shall be reconsidered within 5 years after implementation of the Sand Creek Exchange to validate the equations provided in Section 5.d) and to determine if changes are needed. The Parties agree to cooperatively develop any necessary changes to the calculations, and any consensus changes shall be approved by the Intergovernmental Board.~~

6. Equalizing Reservoir and Little Butte Canal

Due to the construction of the Equalizing Reservoir, the Little Butte Canal was asked to abandon its headgate on the Blackfoot River and begin to divert water out of the Equalizing Reservoir pool. Sedimentation in the Equalizing Reservoir can make it so that the Little Butte Canal is unable to divert water through its headgate. The United States and Tribes agree to work with Water District 27 to improve the Little Butte Canal diversion structure(s) and to operate the Equalizing Reservoir in such a way that the Little Butte Canal is provided an adequate supply of water at its headgate throughout the irrigation season.

7-7. Snake River deliveries to Blackfoot River diversions

a) Diversion of Snake River water rights in Basin 27 shall not be included in the Primary Volume. For Snake River rights downstream of the Below North gage, the diversion of these rights is excluded in the Primary Volume calculation by including only the portion of diversions from Blackfoot River natural flow downstream of the Below North gage by using the minimum of RF_{BelowNorth} or Q_{BelowNorth} - ST_{Stream}. For Snake River rights 1-28D and 1-28F (which use Snake River water to replace upstream Blackfoot River Basin natural

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flow diversions), they shall be accounted for separately outside the Management Plan due to the complexity of accounting.

b) A portion of Blackfoot Irrigation Company's and Corbett Slough Ditch Company's Snake River water rights 1-1J, 1-298, 1-47E, 1-48, and 1-304 are injected into the Blackfoot River through the Corbett Slough. This injected Snake River water is then re-diverted out of the Blackfoot River by shareholders of these companies. Blackfoot Irrigation Company and Corbett Slough Ditch Company have indicated that 7.87 cfs of these water rights are held by users on the Blackfoot River who divert according the above method. Therefore, the maximum allowable value for $Q_{\text{CorbettSnake}}$ is 7.87 cfs. This 7.87 cfs does not include the allowable flow via Corbett Slough for individually owned Smith-Maxwell Snake River water right 1-10058 because Smith-Maxwell also has Blackfoot River right 27-12108 for 13.9 cfs. The combined diversion rate for water rights 1-10058 and 27-12108 is limited to 13.9 cfs. To avoid double accounting of the water rights and a complex equation for calculating $Q_{\text{CorbettSnake}}$, Snake River water right 1-10058 is not included in $Q_{\text{CorbettSnake}}$ because it is assumed that the 1-10058 diversion limit is included as part of the 27-12108 limit. If the applicable Snake River water rights or the shares held by Basin 27 users change in the future, the value of $Q_{\text{CorbettSnake}}$ shall be re-evaluated.

8. Review of Plan / Resolution of Disputes

The Parties shall periodically review at a meeting of the Fort Hall Intergovernmental Board the status of the programs described in this Plan and shall provide recommendations, based upon the best available data and good science, for any changes in the programs to the Watermaster, the Director, the United States and the Tribes, taking into account the recommendations of the Parties' technical experts. The Parties agree that all disputes and objections regarding the implementation of this Plan will be taken up at the annual Intergovernmental Board meeting. Modifications to this Plan will be based on mutual agreement of the Parties.

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9. Points of Contact

To effectively carry out the provisions of this Blackfoot River Management Plan, each Party will designate a representative who will serve as the point of contact to communicate and coordinate the implementation of this Plan.

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10. Applicable Law

a) This Blackfoot River Management Plan shall be construed and enforced pursuant to the Fort Hall Agreement and relevant decrees entered by the SRBA District Court. Nothing in this plan shall be interpreted or implemented to change any portion of any decree entered in the SRBA.

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b) The United States' and the State of Idaho's agreement is subject to the terms of applicable federal and state law, including the Anti Deficiency Act - 31 U.S.C. § 1341 and similar requirements of state law. Nothing contained in this Agreement shall be construed to require the obligation, appropriation or expenditure of any money from the U.S. Treasury

or the State General Fund. The Parties acknowledge that the federal or state agencies shall not be required under this Plan to expend any appropriated funds unless and until an authorized official of the relevant agency affirmatively acts to commit to such expenditures in writing.

1011. Binding Effect.

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This Plan shall bind and inure to the benefit of the respective successors of the Parties.

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1112. Effect of Headings

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Headings appearing in this Agreement are inserted for convenience and reference and shall not be construed as interpretations of the text.

1213. Multiple Originals

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This agreement is executed in quintuplicate. Each of the five (5) Agreements with an original signature of each Party shall be an original.

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1314. Effective Date

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This Plan shall be effective upon signature by the Parties and approval by the Director.

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1415. Signatures

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The Parties have executed this Blackfoot River Water Management Plan on the date following their respective signatures.

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SHOSHONE-BANNOCK TRIBES

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_____ Dated: _____

NATHAN SMALL
Chairman, Shoshone-Bannock
Tribal Council

STATE OF IDAHO

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ROGER CHASE
Chairman, Idaho Water Resource Board

Dated: _____

UNITED STATES

Dated: _____

~~STANLEY SPEAKS~~

~~BRYAN MERCIER~~

Regional Director

~~Pacific~~ Northwest Region

Bureau of Indian Affairs

U.S. Department of Interior

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COMMITTEE OF NINE OF WATER DISTRICT 01

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Dated: _____

~~DAN SHEWMAKER~~

DARREL KER

Chairman, Committee of Nine

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BASIN 27 ADVISORY COMMITTEE
FOR WATER DISTRICT 27

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BOB REID
Chairman, Basin 27 Advisory Committee

Dated: _____

Figure 4

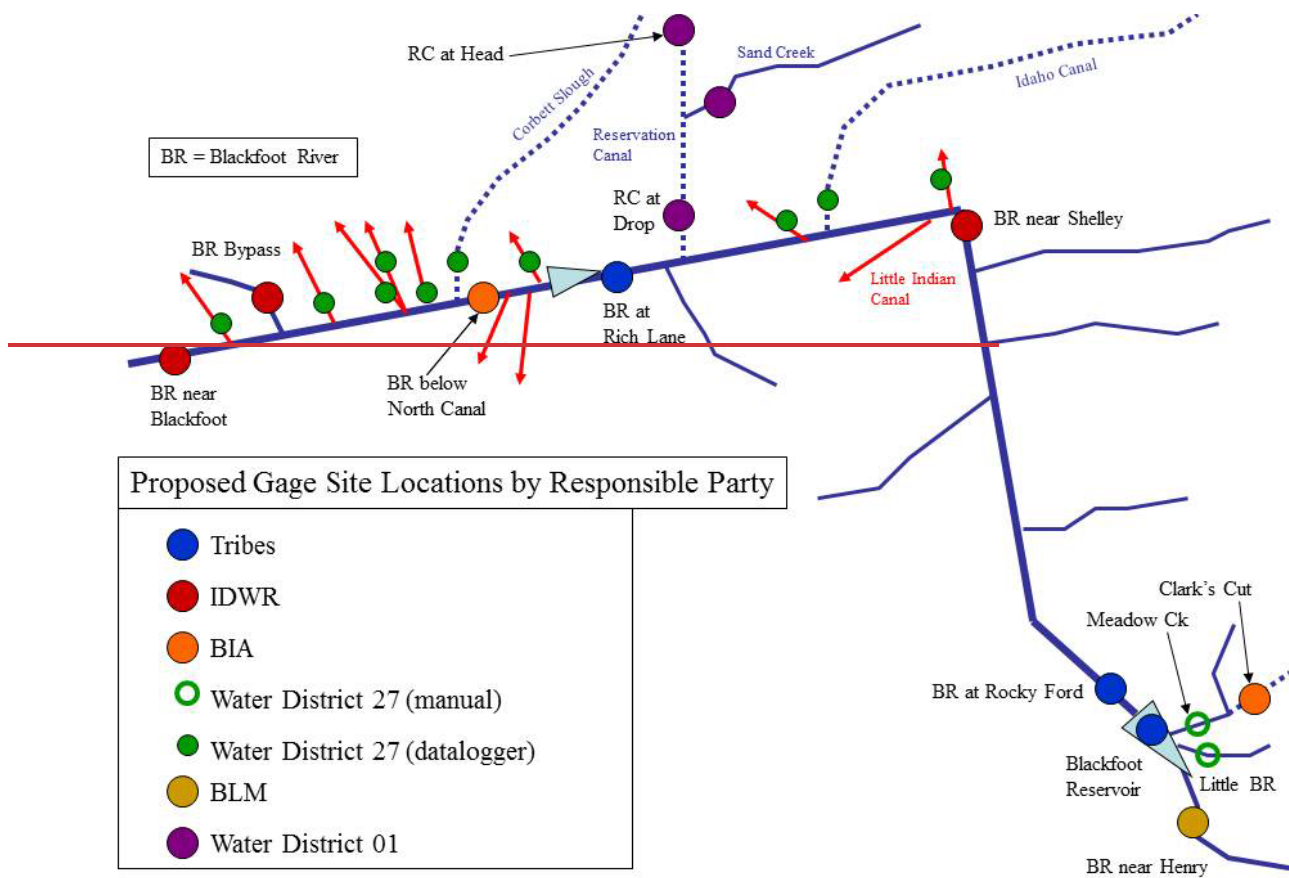
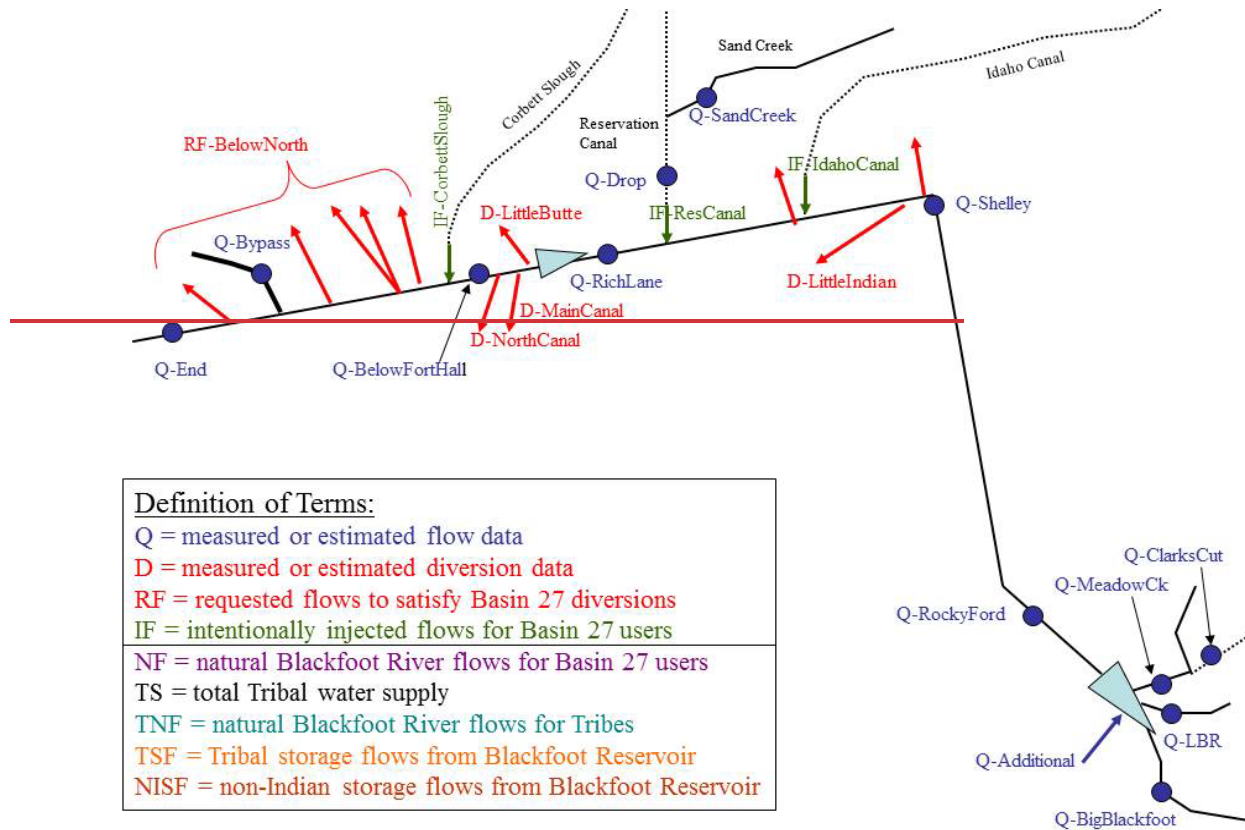
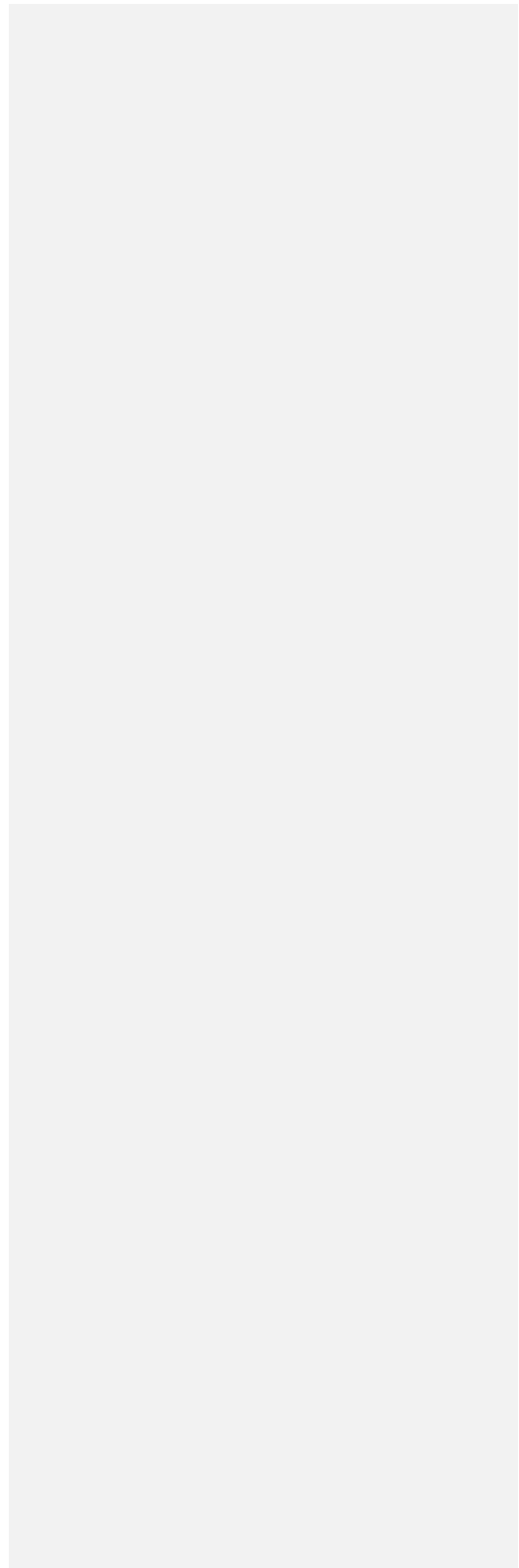


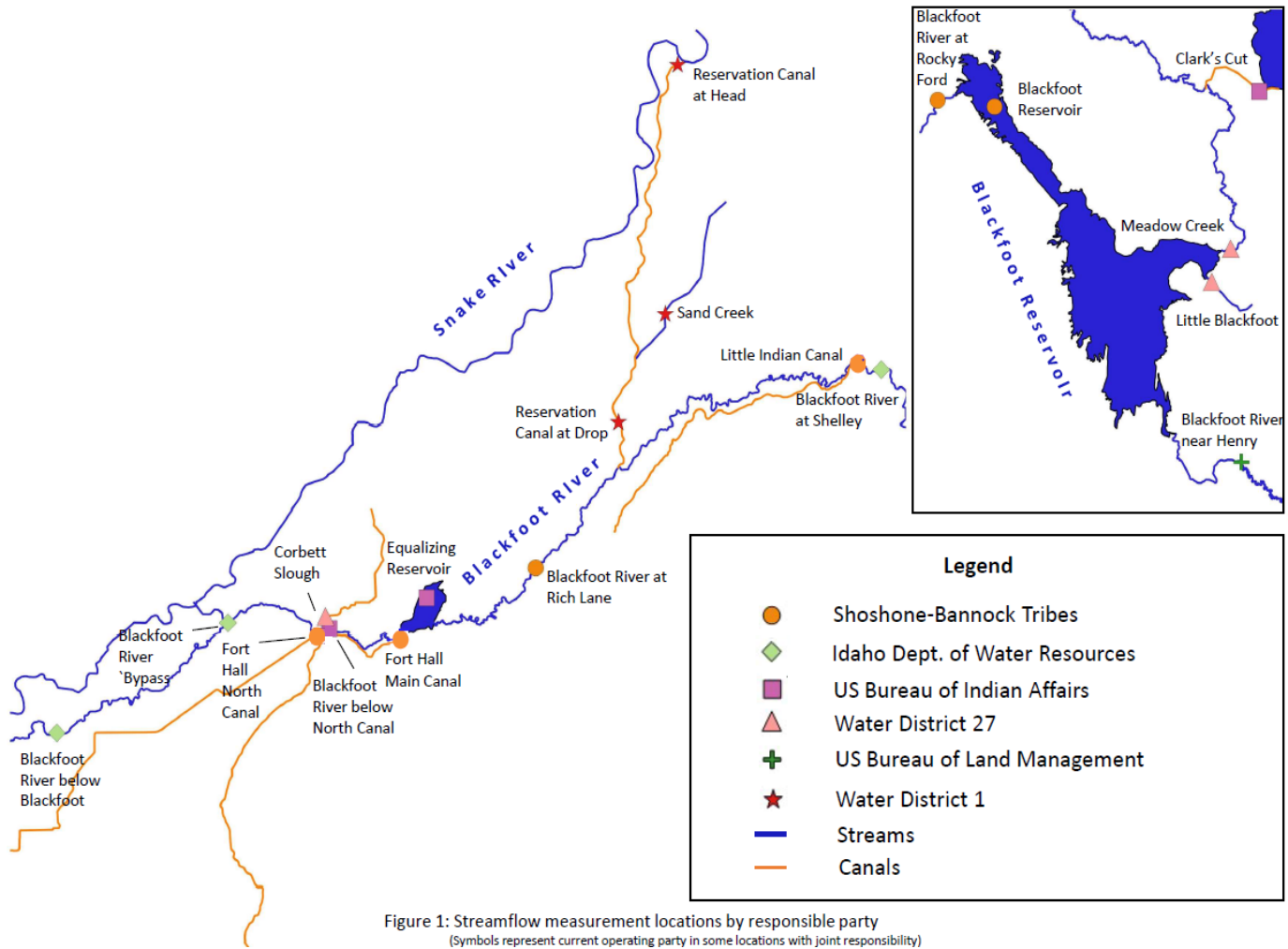
Figure 2



Definition of Terms:	
Q	= measured or estimated flow data
D	= measured or estimated diversion data
RF	= requested flows to satisfy Basin 27 diversions
IF	= intentionally injected flows for Basin 27 users
NF	= natural Blackfoot River flows for Basin 27 users
TS	= total Tribal water supply
TNF	= natural Blackfoot River flows for Tribes
TSF	= Tribal storage flows from Blackfoot Reservoir
NISF	= non-Indian storage flows from Blackfoot Reservoir

|





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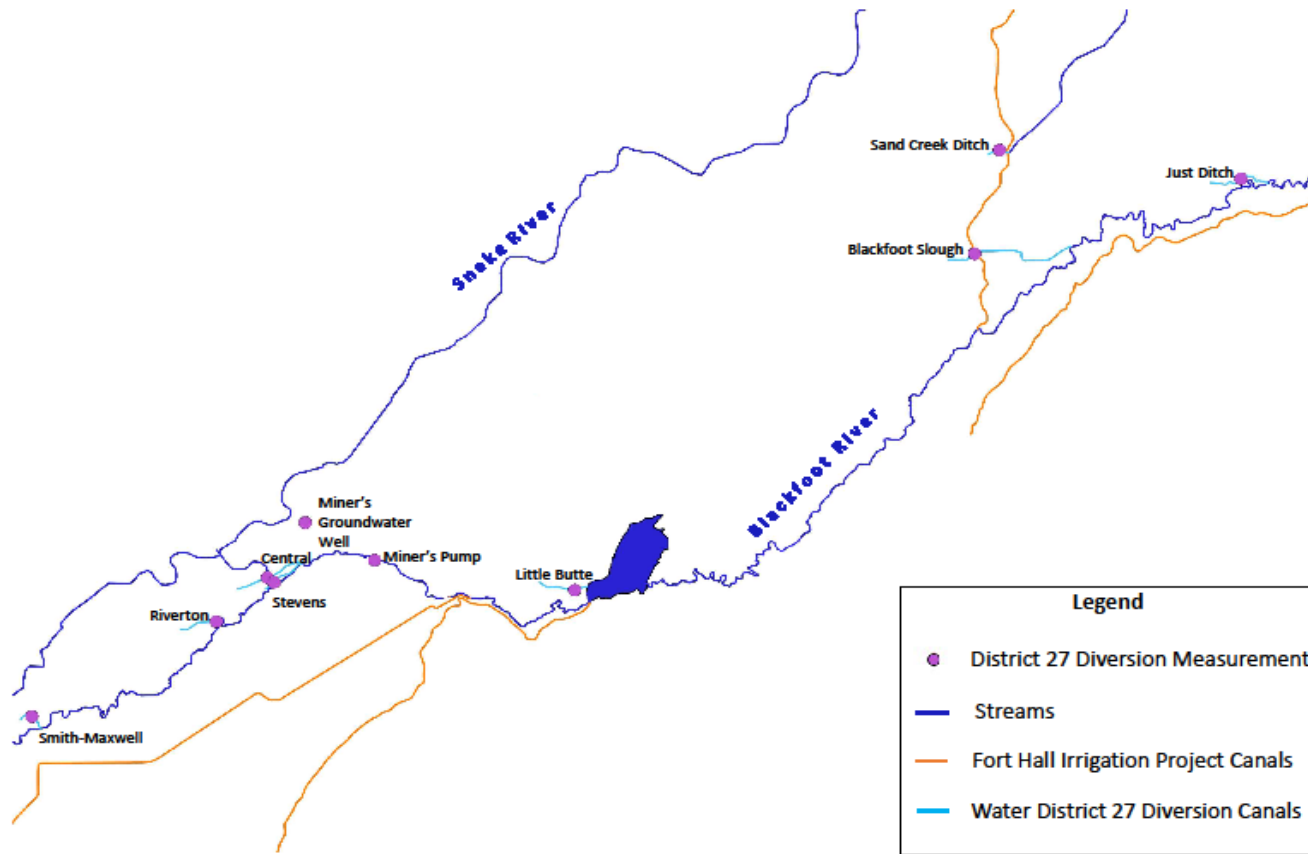


Figure 2: Water District 27 continuous diversion measurement sites

APPENDIX I

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Contents of Data Sharing Website

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All data from the stream gages identified in Section 3.d) of the Plan. Those gages include the following:

- Clarks Cut
- Blackfoot River near Henry
- Blackfoot Reservoir Gage
- Blackfoot River at Rocky Ford
- Blackfoot River near Shelley
- Blackfoot River at Rich Lane
- Blackfoot River below Fort Hall North
- Blackfoot River Bypass
- Blackfoot River near Blackfoot
- ~~Equalizing Reservoir Gage~~
- ~~Meadow Creek near Reservoir~~
- Little Blackfoot River near Reservoir
- Corbett Slough near Blackfoot River
- ~~Idaho Canal near Blackfoot River~~
- Sand Creek at Wolverine Road
- Reservation Canal at Head
- Reservation Canal at Drop
- Additional unmeasured flow into Blackfoot Reservoir

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All diversion data identified in Sections 3.b) and 3.c) including the following:

- Smith-Maxwell diversion
- Riverton diversion
- Stevens diversion
- Central diversion
- Miners / Younie Blackfoot River pump diversion
- Miners ground water well diversion(s)
- Little Butte diversion
- Eastern Idaho / Blackfoot Slough diversion
- Just Ditch diversion
- Sand Creek Ditch diversion
- Fort Hall Little Indian Canal
- Fort Hall Main Canal
- Fort Hall North Canal
- Non-continuous measurements of diversion data provided for in Section 3.b)iv)

Quantities calculated within the accounting program identified in Section 4 and 5.

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- $Q_{\text{IntoReservoir}}$
- Total Grays Lake imported water in acre-feet
- $NF_{\text{RockyFord}}$
- ~~$NISE_{\text{RockyFord}}$~~
- ~~$TSE_{\text{RockyFord}}$~~

~~TSE~~_{Shelley}

~~NISE~~_{Shelley}

~~NF~~_{shelley}

~~NF~~_{RichLane}

~~NF~~_{BelowNorth}

~~D~~_{RockyToShelleyMain}

~~D~~_{RockyToShelleyTrib}

~~D~~_{ShelleytoRichLane}

~~RF~~_{BelowShelley}

~~D~~_{RichLaneToBelowN}

~~D~~_{BelowNorth}

~~D~~_{AboveReservoir}

~~D~~_{NewRequest}

Storage season begin ~~NF~~_{Shelley}

~~NF~~_{BelowShelley}

~~TNF~~_{Shelley}

~~TS~~_{Shelley}

~~NISE~~_{RichLane}

~~NF~~_{RichLane}

~~TS~~_{RichLane}

~~TNF~~_{RichLane}

~~TSE~~_{RichLane}

The natural flow available for diversion as provided in Section 4.d) and end date

~~RF~~_{ReservoirAllowed}

~~RF~~_{BelowNorthAllowed}

~~RF~~_{Reservoir}

~~Projected~~ natural flow for the following week as provided in Section 4.e)

~~Injected~~ flows for use by the Basin 27 Water Users and account for injected flow use

~~RF~~_{BelowNorth}

~~WR~~_{RockyToBelowN}

~~WR~~_{BelowNorth}

~~Q~~_{CorbettSnake}

~~ST~~_{Stream}

~~C~~_{Loss}

~~Makeup~~ flow

~~TBN~~

~~NFD~~_{Basin27}

~~D~~_{BelowNorth}

~~D~~_{ShelleytoBelowNorth}

~~RFT~~_{BelowNorth}

~~Primary Volume and exclusions identified in Sections 4.i)i) through 4.i)iii)~~

~~Available credit at the beginning of the irrigation season~~

~~Credit~~ use

~~Remaining~~ credit balance

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$Q_{Available}$
 $V_{Available}$

Credit accrual at the end of the irrigation season

Available Equitable Adjustment Water at the beginning of the irrigation season
Equitable Adjustment Water use

Remaining Equitable Adjustment Water balance

Equitable Adjustment Water accrual at the end of the irrigation season

~~The allocation of Q_{Drop} Cumulative Basin 27 Primary Volume~~ as provided for in Section 4.n)

~~Diversion made pursuant to Section 4.g)~~

Calculation of the Sand Creek Exchange as provide for in Section 5.
Excess flows bypassing the Tribes' diversions

~~Diversion demands of the Fort Hall Main and North Canals~~

Sand Creek flows available for exchange

Blackfoot River flows near the confluence with Snake River

Sand Creek Exchange ~~calculation~~ Cumulative Volume

Sand Creek Exchange reset date

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BEFORE THE IDAHO WATER RESOURCES BOARD

IN THE MATTER OF THE BLACKFOOT RIVER
WATER MANAGEMENT PLAN PURSUANT TO
THE 1990 FORT HALL INDIAN WATER RIGHTS
AGREEMENT

RESOLUTION TO APPROVE REVISIONS TO THE
BLACKFOOT RIVER WATER MANAGEMENT
PLAN

1 WHEREAS, on July 5, 1990, the Shoshone-Bannock Tribes, the State of Idaho, the United States,
2 and certain Idaho Water Users entered into the *1990 Fort Hall Indian Water Rights Agreement*
3 (*“Agreement”*) to settle the water rights claimed by the United States for the benefit of the Shoshone-
4 Bannock Tribes in the Snake River Basin Adjudication District Court (*“SRBA”*). The *Agreement* was
5 approved by the legislative branches of these three governments, and on November 16, 1990, the
6 United States Congress enacted Pub. L. 101-602, the Fort Hall Indian Water Rights Settlement Act of
7 1990; and

8
9 WHEREAS, the Idaho Water Resource Board (*“IWRB”*) is a signatory to the *Agreement*.
10 *Agreement* at 74; and

11
12 WHEREAS, Subsection 8.3.1 of the *Agreement* requires the parties to “prepare and implement a
13 Blackfoot River Water Management Plan . . .” *Agreement* at 59. The *Agreement’s* supporting
14 attachment states that plan “shall be developed to assist in the implementation of [the *Agreement*] as
15 decreed in the SRBA.” *Id.* Attach. at 1; and

16
17 WHEREAS, on August 2, 1995, the Presiding Judge of the SRBA entered an order approving the
18 *Agreement* and decreeing water rights to the United States for the benefit of the Tribes; and

19
20 WHEREAS, on August 13, 2014, the Presiding Judge of the SRBA issued a *Revised Partial Final*
21 *Consent Decree Determining the Rights of the Shoshone-Bannock Tribes to the Use of Water in the Upper*
22 *SNAKE RIVER BASIN (“Revised Decree”)*. Attached to the *Revised Decree* as Attachment G is the *Blackfoot*
23 *River Water Management Plan Pursuant to the 1990 Fort Hall Indian Water Rights Agreement* (the
24 *“Plan”*); and

25
26 WHEREAS, the IWRB is a signatory to the *Plan*. *Plan* at 26; and

27
28 WHEREAS, the *Plan* establishes a comprehensive program to facilitate efficient and accurate
29 measurement and regulation of Basin 27 diversions, to promote transmission of data amongst the
30 Parties, and to develop a computer accounting program that determines the amount of natural flow
31 available to water users on the Blackfoot River; and

32
33 WHEREAS, Section 7 of the *Plan* allows for modifications to the *Plan* “based on mutual
34 agreement of the Parties.” *Plan* at 24; and

36 WHEREAS, the signatories to the *Plan* have been in negotiations over changes to the *Plan*; and

37

38 WHEREAS, the Shoshone-Bannock Tribes have approved the changes; and

39

40 WHEREAS, the Water District 01 and 27 watermasters have reviewed the changes and support
41 the changes;

42

43 NOW, THEREFORE, BE IT RESOLVED that the IWRB approves the changes and authorizes its
44 chairman or designee, to sign the revised Blackfoot River Water Management Plan.

Dated this 21st day of March 2025.

Jeff Raybould, Chairman
Idaho Water Resource Board

Dean Stevenson, Secretary



Memorandum

To: Aquifer Stabilization Committee

Date: March 17, 2025

Re: ESPA Managed Recharge Program Update

I. IWRB Managed Recharge Summary

IWRB Natural Flow Managed Recharge

The 2024/2025 IWRB recharge season started on October 22nd. A summary of recharge activities to date is provided below and can also be accessed at the webpage: <https://iwrbrecharge-idwr.hub.arcgis.com/>.

The Upper Snake Reservoir System ended the irrigation season at 43% of capacity and is currently at 79%. The US Bureau of Reclamation is currently in their normal wintertime operations releasing around 430 cfs from Minidoka Dam. The IWRB chose to divert approximately 50% of the water available for managed recharge the remaining water was allowed to flow past Milner Dam for other beneficial uses from December 2nd through February 15th. During this period 36,585 acre-feet of water was released past the Milner Dam.

A summary of recharge operations is included in Table 1 and shown in Figure 1. The higher diversion rates shown on Figure 1 when IWRB managed recharge starts is a result of normal adjustments as the operators adjust from the irrigation season to the recharge season. Since the end of February reach grains below Minidoka Dam have increased likely due to low elevation snow melting. Some of the canals in the Lower Valley have an estimated turn on date the last week of March. This would likely result in the IWRB’s recharge water rights not being in priority. The Bureau of Reclamation (BoR) are predicting possible flood releases mid-April in the Upper Snake River system. As conditions change staff will work closely with the BoR and Water District 01 to determine if there are opportunities for additional managed recharge.

The IWRB’s recharge water right on the Little Wood River (37-23110) came into priority on March 3rd, and the Big Wood Canal Company started recharging at the Richfield Site off of the Dietrich Canal on March 6th.

Table 1. IWRB Managed Recharge 2024/2024 Summary

Water Source	Area	Start	# Days	Current Rate (cfs)	Median Rate (cfs)	Total Recharged (Acre-feet)*
Snake River	Lower Valley	Oct. 22	147	566	273	111,635
Little Wood River	Lower Valley	Mar. 6	12	20	15	348
TOTALS			147	586	273	111,983

* As of March 17, 2025 – Reported recharge volumes and other data in the table are preliminary and subject to change.

IWRB Recharge for the Cities

As part of the Cities-SWC agreement, the City of Pocatello transferred 5,210.6 af of storage water to the IWRB for managed recharge. Recharge began on October 28th and completed by November 26th of 2024. The recharge was conducted utilizing Progressive Irrigation District’s South Fork Recharge Basin site and the Reid Canal Company system.

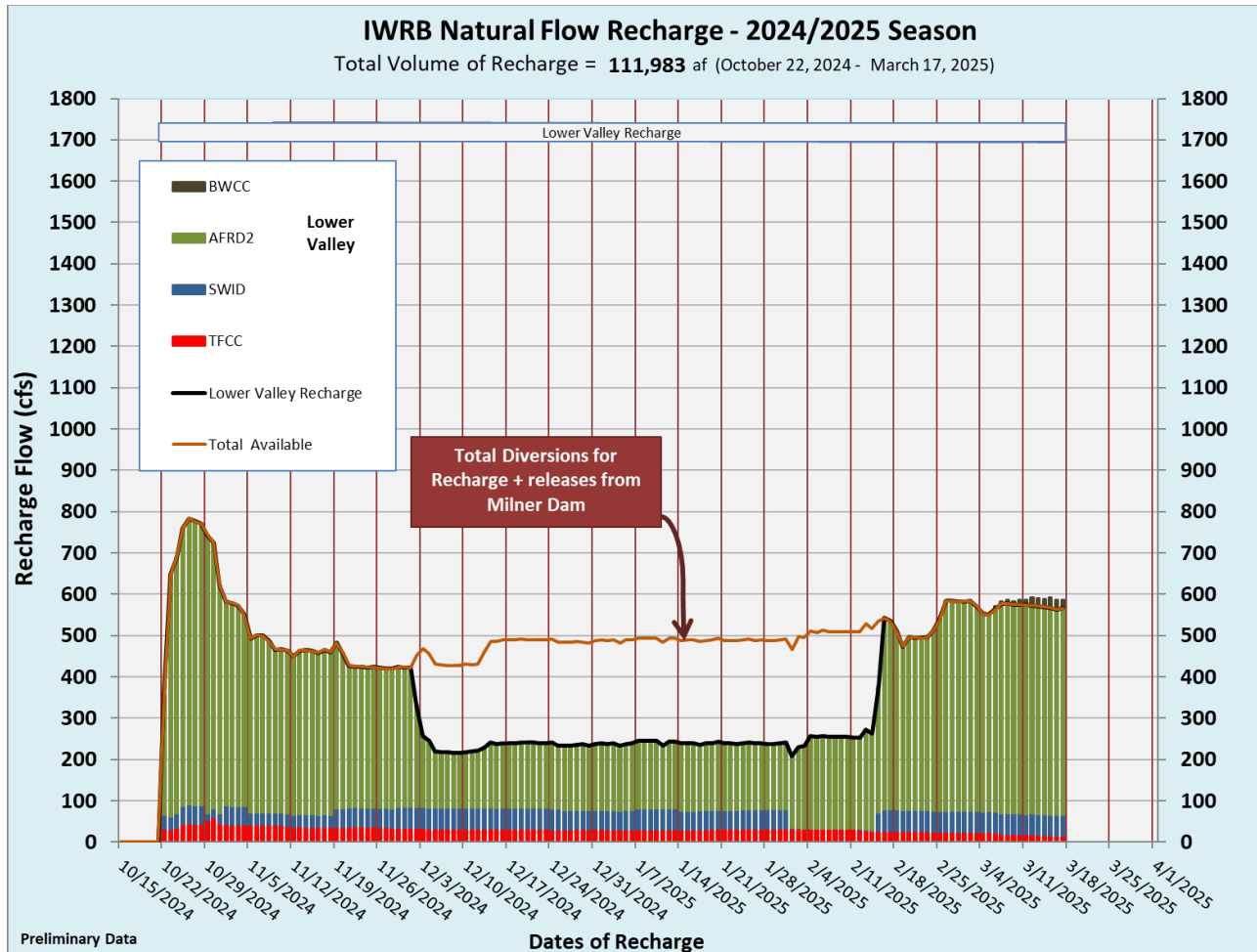


Figure 1. IWRB Recharge 2024/2025 season.

II. IWRB Managed Recharge Projects

The IWRB has been actively developing managed recharge capacity throughout the Eastern Snake Plain Aquifer (ESPA) since the start of the full-scale Program in 2014. Over the past ten years the IWRB has added over 2,300 cfs of recharge capacity across the ESPA, with only 300 cfs added in the Upper Valley (above American Falls).

The IWRB, since 2014, has been actively developing recharge capacity throughout the ESPA. The current focus is developing capacity in multiple geographic areas to provide both short- and long-term benefits to the aquifer and surface flows. The intent of the IWRB is to develop a program that can achieve the goals set by the Legislature and ensure the ESPA remains a sustainable water supply for Idaho.

Table 2. Current IWRB ESPA Managed Recharge Capacity/Site Projects

IWRB Partner	Project Name	Project Type	Status	IWRB Funds	Scheduled Completion	Description / Key Items
Minidoka I.D.	Goyne Sump Recharge Project	Construction	Active	\$3,387,047	Fall 2026	Improvement of Infrastructure <ul style="list-style-type: none"> Funded 2022 Build diversion channel, improve pumps, and additional infrastructure during winter months 2023-2026.
Southwest I.D.	Lambert Recharge Wells	Construction	Active	\$245,000	Spring 2026	Additional Recharge Well(s) <ul style="list-style-type: none"> Funded 2022 Complete contract & easements – Fall 2024 Well – drilled Winter 2024/2025
Enterprize Canal Co.	Swan Hwy Recharge Project	Construction	Active	\$3,400,000	Fall 2024	Site Construction & Improvement of Infrastructure <ul style="list-style-type: none"> Funded 2022 Construction of two recharge basins & assist with capacity improvement Canal Capacity improvements complete – Spring 2024 Completion of basins – Spring/Summer of 2025
Enterprize Canal Co.	55th Road Recharge Site	Construction	Complete	\$1,700,000	Spring 2024	Site Construction <ul style="list-style-type: none"> Funded 2023 Estimated recharge capacity 20-40 cfs
New Sweden I.D.	Head of Basalt Recharge Site	Construction	Complete	\$1,330,000	Fall 2023	Site Construction <ul style="list-style-type: none"> Funded 2023 Recharge capacity 15 cfs Monitor well installed March 2025
Butte & Market Lake Canal Co.	Poitivan Recharge Wells	Construction	Active	\$571,000	Spring 2025	Two Additional Recharge Wells <ul style="list-style-type: none"> Funded 2024 Wells – drilled Dec. 2024 Diversion works – Winter 2025
Progressive I.D.	South Fork Recharge Site	Construction	Active	\$4,240,000	Spring 2025	Site Construction <ul style="list-style-type: none"> Funded 2024 Basin constructed in Fall 2024 Recharge capacity 60 cfs Finishing diversion works – Spring 2025

IWRB Partner	Project Name	Project Type	Status	IWRB Funds	Scheduled Completion	Description / Key Items
Egin Bench Canal Co.	Egin Recharge Well Complex	Construction	Active	\$7,388,500	Winter 2026	Site Construction & Improvement of Infrastructure <ul style="list-style-type: none"> Funded 2024 10 additional recharge wells & improvements to infrastructure to increase recharge capacity.
Enterprize Canal Co.	55th Road Recharge Site Expansion	Construction	Active	\$2,388,587	Fall 2025	Expansion of Current Site <ul style="list-style-type: none"> Funded 2024 Adding an additional 7 acres to the original 55th Road Site (8 acres).
Aberdeen-Springfield Canal Co.	Vanderford Test Recharge Well	Construction	Active	\$296,500	Spring 2025	Test Recharge Well <ul style="list-style-type: none"> Funded 2024 Test well to determine feasibility of recharge wells in this area. Conducted background water quality sampling.
Peoples Canal Co.	Moreland Test Recharge Well	Construction	Active	\$135,000	Spring/Fall 2025	Test Recharge Well <ul style="list-style-type: none"> Funded 2024 Test well to determine feasibility of recharge wells in this area. Conducted background water quality sampling.
New Sweden I.D.	Great Western / Osgood Test Recharge Well	Construction	Active	\$250,000	Spring or Fall 2025	Test Recharge Well <ul style="list-style-type: none"> Funded 2024 Test well to determine feasibility of recharge wells in this area Conducted background water quality sampling.
New Sweden I.D.	Head of Basalt Recharge Well	Construction	Active	\$256,000	Spring 2025	Test Recharge Well <ul style="list-style-type: none"> Funded 2024 Test well to determine feasibility of recharge wells in this area. Conducted background water quality sampling. Well drilled January 2025. Monitor well drilled March 2025

Memorandum



To: Idaho Water Resource Board
From: Mary Condon
Date: February 24, 2025
Re: Water Supply Bank Rental Pool Procedures

REQUIRED ACTIONS: Adoption of resolutions approving WD 01 and WD 65 Rental Pool Procedures for 2025.

The Idaho Water Resource Board ('IWRB'; 'Board') is responsible for the operation of the Water Supply Bank, inclusive of regional rental pools. The Director of the Idaho Department of Water Resources ('IDWR') will review rental pool procedures and forms then submit a recommendation to the Board. Consistent with Section 42-1765, Idaho Code and Rule 40 of the Water Supply Bank Rules, IDAPA 37.02.03.040, the Board may approve the amended procedures through resolutions. The clean final version of the Upper Snake River WD 01 Rental Pool Procedures and the Payette River Basin WD 65 Rental Pool Procedures are available for viewing prior to adoption of each resolution.

Attachment(s): WD 01 Rental Pool Procedures for 2025
Resolution

WD 65 Rental Pool Procedures for 2025
Resolution

WATER DISTRICT 1
2025 RENTAL POOL PROCEDURES

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APPENDIX

- ❖ **Table 1:** Flow Augmentation Rental Chart for Procedure 5.2.104
- ❖ Application Form to **Rent** Storage **from** the **Common Pool**
- ❖ Application Form to **Rent** Storage **from** the **Assignment Pool**
- ❖ Two-party Private Lease Agreement (all purposes)
- ❖ One-party Private Lease Agreement for groundwater recharge
- ❖ **Assignment Form** for spaceholder **to supply** storage **to Assignment Pool**
- ❖ **Supplemental Pool Form** for spaceholder **to supply** storage **to Supplemental Pool**
- ❖ **Extraordinary Circumstances Pool Form** for spaceholder **to supply** storage **to Extraordinary Circumstances Pool**

2025
WATER DISTRICT 1
RENTAL POOL PROCEDURES

PROCEDURE 1.0 LEGAL AUTHORITY

- 1.1 These procedures have been adopted by the Water District 1 Committee of Nine pursuant to Idaho Code § 42-1765.
- 1.2 These procedures shall not be interpreted to limit the authority of the Idaho Department of Water Resources, the Idaho Water Resource Board, or the Watermaster of Water District 1 in discharging their duties as prescribed by statute or rule.
- 1.3 These procedures shall be interpreted consistent with Idaho Code, rules promulgated by the Idaho Water Resource Board, relevant provisions of spaceholder contracts with the United States, and the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.
- 1.4 The operation of the rental pool shall in no way recognize any obligation to maintain flows below Milner or to assure minimum stream flows at the United States Geological Survey (USGS) gaging station on the Snake River near Murphy.
- 1.5 These procedures shall not be interpreted in any manner that is inconsistent with or would adversely impact or effect the rights of the Shoshone-Bannock Tribes as set out in the Fort Hall Agreement, the Blackfoot River Equitable Adjustment Settlement Agreement, and the 2015 Settlement Agreement between the Tribes and the Committee of Nine.

PROCEDURE 2.0 DEFINITIONS

- 2.1 **Accounting Year:** the Water District 1 accounting year that begins on December 1 and ends on November 30.
- 2.2 **Acre-foot:** a volume of water sufficient to cover one acre of land one foot deep and is equal to 43,560 cubic feet.
- 2.3 **Administrative Fee:** a fee per acre-foot assessed on the total quantity of storage set forth in any rental or lease application, disbursed to the District at the end of the irrigation season.
- 2.4 **Allocation:** the amount of stored water, including carryover that has accrued to a spaceholder's storage space on the date of allocation that is available for the spaceholder's use in the same accounting year.
- 2.5 **Applicant:** a person who files with the Watermaster an application, accompanied by the required fees, to rent or lease storage through the rental pool.
- 2.6 **Assignment:** storage provided by an assignor from the current year's storage allocation for rental through the assignment pool pursuant to Procedure 10.
- 2.7 **Assignment Pool:** storage made available to the Committee through assignor contributions for subsequent rental pursuant to Procedure 10.

- 2.8 **Assignor:** a participant who assigns storage to the assignment pool pursuant to Procedure 10 and subject to Procedure 7.3.
- 2.9 **Board:** the Idaho Water Resource Board (IWRB).
- 2.10 **Board Surcharge:** a surcharge equal to ten percent (10%) of the rental price or lease price assessed on the total quantity of storage set forth in any rental or lease application, disbursed to the Board at the end of the irrigation season.
- 2.11 **Bureau:** the United States Bureau of Reclamation (USBR).
- 2.12 **Committee:** the Committee of Nine, which is the advisory committee selected by the members of Water District 1 at their annual meeting and appointed as the local committee by the Board pursuant to Idaho Code § 42-1765.
- 2.13 **Common Pool:** storage made available to the Committee through participant contributions for subsequent rental pursuant to Procedure 5 and subject to Procedure 7.
- 2.14 **Date of Allocation:** the date determined each year by the Watermaster on which the maximum accrual to reservoir spaceholders occurs.
- 2.15 **Date of Publication:** the date on which the Watermaster publishes on the District website the storage allocation for the current accounting year.
- 2.16 **Department:** the Idaho Department of Water Resources (IDWR).
- 2.17 **District:** The District is comprised of the Snake River and tributaries with Basins 01, 21, 22, 23, and 25 points of diversion.
- 2.18 **Extraordinary Circumstances Pool:** Storage made available to the Committee through participant consignments for subsequent rental pursuant to Procedure 11 and subject to Procedure 7.
- 2.19 **Impact Fund:** a fund maintained by the Watermaster for the mitigation of computed impacts to participants pursuant to 2021 rental pool procedures.
- 2.20 **Infrastructure Fund:** a fund maintained by the Watermaster for the purposes outlined in Procedure 4.5.
- 2.21 **Lease:** a written agreement entered into between a lessor and lessee to lease storage through the rental pool pursuant to Procedure 6.
- 2.22 **Lease Price:** a price per acre-foot negotiated between a lessor and lessee as set forth in a lease agreement.
- 2.23 **Lessee:** a person who leases storage from a participant under a lease.
- 2.24 **Lessor:** a participant who leases storage to a person under a lease pursuant to Procedure 6 and subject to Procedure 7.
- 2.25 **Milner:** Milner Dam on the Snake River.
- 2.26 **Milner Spill:** water in excess to the amount that is captured in the reservoir system flowing past Milner Dam that is not storage being delivered under Idaho Power's American Falls storage water right or other storage that is otherwise authorized pursuant to these procedures.

- 2.27 **Net Price:** the average price per acre-foot of all rentals from the common pool or assignment pool, including flow augmentation.
- 2.28 **Net Proceeds:** the net price times the number of acre-feet rented from the common pool or assignment pool.
- 2.29 **Participant:** a spaceholder who contributes storage to the common pool pursuant to Procedure 5.2 and is eligible to participate in all other rental pool procedures.
- 2.30 **Participant Contributions:** storage made available to the common pool by participants, with computed impacts accounted from next year's reservoir fill, which forms the supply for small rentals, flow augmentation pursuant to Table 1, and Shoshone-Bannock Tribes, subject to the limitations in Procedure 5.2.
- 2.31 **Person:** an individual, corporation, partnership, irrigation district, canal company, political subdivision, or governmental agency.
- 2.32 **Rent:** the rental of storage from the common pool, supplemental pool, or assignment pool.
- 2.33 **Rental Pool:** the processes established by these procedures for the rental and/or lease of storage, mitigation of computed impacts to spaceholders, and disposition of revenues.
- 2.34 **Rental Pool Subcommittee:** a subcommittee composed of the Watermaster (advisor), a designated representative from the Bureau (advisor), and three or more members or alternates of the Committee who have been appointed by the chairman of the Committee.
- 2.35 **Rental Price:** the price per acre-foot of storage rented from the common pool, supplemental pool, or assignment pool, as set forth in Procedures 5.3, 8.3, 10.7, and 11.3 excluding the administrative fee and Board surcharge.
- 2.36 **Renter:** a person who rents storage from the common pool, supplemental pool, or assignment pool.
- 2.37 **Reservoir System:** refers to American Falls, Grassy Lake, Henrys Lake, Island Park, Jackson Lake, Lake Walcott, Milner Pool, Palisades, and Ririe.
- 2.38 **Space:** the active capacity of a reservoir measured in acre-feet.
- 2.39 **Spaceholder:** the holder of the contractual right to the water stored in the space of a storage facility within the Reservoir System.
- 2.40 **Storage:** the portion of the available space that contains stored water.
- 2.41 **Supplemental Pool:** storage made available to the Committee through participant consignments for subsequent rental pursuant to Procedure 8 and subject to Procedure 7.
- 2.42 **Watermaster:** the watermaster of Water District 1.
- 2.43 **Water Supply Forecast:** the forecasted unregulated runoff for April 1 to September 30 at the Heise USGS gaging station, referred to in Table 1.

PROCEDURE 3.0 PURPOSES

- 3.1 The primary purpose of the rental pool is to provide supplemental irrigation water to spaceholders for the irrigation of District land with an existing primary irrigation water right and to maintain a rental pool with sufficient incentives such that spaceholders supply, on a voluntary basis, an adequate quantity of storage for rental or lease pursuant to procedures established by the Committee. These procedures are intended to: a) assure that participants have priority over non-participating spaceholders and non-spaceholders in renting storage through the rental pool; b) assure that non-participating spaceholders are not impacted; and c) rentals occurring through the assignment pool and supplemental pool do not impact other spaceholders.
- 3.2 To maintain adequate controls, priorities, and safeguards to ensure that existing water rights are not injured and that a spaceholder's allocation is not impacted without his or her consent. To financially compensate an impacted participating spaceholder in the common pool as determined by the procedures developed by the District.
- 3.3 To provide storage water at no cost under Procedure 5.0 for the benefit of the Tribes consistent with the terms of the Blackfoot River Equitable Adjustment Settlement Agreement and the 2015 Settlement Agreement. Discussions are ongoing to identify the party responsible for mitigating impacts to the Tribes. Nothing in these Procedures should be construed as an admission of liability by Water District 1 or the Committee of Nine.
- 3.4 To prevent further declines in the Eastern Snake Plain Aquifer and tributary spring flows and reach gains, and to ensure new consumptive uses within the District do not further impact the storage supply and the primary purpose of the rental pool as described in Procedure 3.1, the following shall apply:
 - 3.4.101 A moratorium on all private leases, assignment and common pool rentals that deliver water to new lands or mitigate for diversion of water on new lands, except when:
 - (a) a water right was legally delivered to the lands from any source prior to 2019; or
 - (b) contracted storage water was delivered by the District prior to 2019 for mitigation for the use of water on new lands; or
 - (c) rented storage water was delivered to the lands from the District within the last 5 years.The moratorium also prohibits rentals for delivery to lands or providing mitigation for lands where a water right or storage use was transferred off said lands, inside or outside the District.
 - 3.4.102 The following exceptions apply to the above moratorium:
 - (a) Small rentals under Procedure 5.2.103;
 - (b) Domestic, commercial, municipal, and industrial uses authorized pursuant to a decreed or licensed storage water right and spaceholder contract; and
 - (c) Land that subsequent to the adoption of Procedure 3.4, is authorized for irrigation and recharge purposes under a water organization project's owned water right and other provisions of state law.
 - 3.4.103 All private lessees or rental pool applicants shall certify that the respective private lease or rental pool application complies with the requirements set forth above. Lessees and Applicants that have had prior leases or rentals approved prior to 2019 that would otherwise be prohibited by Procedure 3.4.101 may present such information to the Watermaster and Committee to show why such lease or application should be approved. Further, the Watermaster and any spaceholder may raise any issues derived from this moratorium in regards to any private lease or rental application which shall be resolved by the Committee.

PROCEDURE 4.0 MANAGEMENT

- 4.1 **Manager.** The Watermaster shall serve as the manager of the rental pool and shall administer the rental pool consistent with these procedures, which include, but are not limited to:
- (a) Determining impacts pursuant to Procedure 7;
 - (b) Calculating payments to participating spaceholders as prescribed by Procedures 5.2 and 7.3;
 - (c) Accepting storage into the common pool, assignment pool, and executing rental agreements on behalf of the Committee;
 - (d) Disbursing and investing rental pool monies as ratified by the Committee; and
 - (e) Taking such additional actions as may be directed by the Committee.
- 4.2 **Rental Pool Subcommittee.** The Rental Pool Subcommittee shall exercise the following general responsibilities:
- (a) Review these procedures and, as appropriate, make recommendations to the Committee for needed changes;
 - (b) Review reports from the Watermaster regarding rental applications, storage assignments to the assignment pool, and leases of storage through private leases;
 - (c) Advise the Committee regarding rental pool activities;
 - (d) Develop recommendations for annual common pool storage supplies and rental rates;
 - (e) Assist the Watermaster in resolving disputes that may arise from the diversion of excess storage; and
 - (f) Assume such additional responsibilities as may be assigned by the Committee.
- 4.3 **Applications**
- 4.3.101 Applications to rent or lease storage through the rental pool shall be made each year upon forms approved by the Watermaster and shall include:
- (a) The amount of storage sought to be rented or leased;
 - (b) The purpose(s) for which the storage will be put to beneficial use;
 - (c) The lease price (for private leases);
 - (d) To the extent practicable at the time of filing the application, the point of diversion identified by legal description and common name; and a description of the place of use; and
 - (e) Certification that the rental or lease is not subject to moratorium under Procedure 3.4 above.
- 4.3.102 *Application Acceptance.* Applications are not deemed accepted until received by the Watermaster together with the appropriate fees required under Procedures 5.3 and 10.7 (rentals) or 6.4 (leases).
- 4.3.103 *Application Approval.* An application accepted under Procedure 4.3.102 shall be approved after the Watermaster has determined that the application is in compliance with these procedures and sufficient storage will be available from the common pool, assignment pool, and/or lessor to provide the quantity requested in the application. Upon approval of the application, the Watermaster shall send notice to the renter/lessor/lessee and entity owning the point of diversion designated in the application of such approval and allocation of storage; provided, however, no allocation of storage shall be made until the applicant designates the point of diversion and place of use of the rented and/or leased storage in the application or pursuant to Procedure 4.3.106.

- 4.3.104 *Deadline for Accepting Applications to Rent or Lease Storage.* All applications to rent or lease storage must be accepted by the Watermaster pursuant to Procedure 4.3.102 on or before November 30. Applications accepted after November 30 will be accounted for from storage supplies in the following calendar year, unless an exception is granted by the Rental Pool Subcommittee.
- 4.3.105 *Deadline to Designate Point of Diversion and Place of Use.* If the point of diversion and/or place of use of the rented and/or leased storage was not previously designated in the application, the renter and/or lessee must make such designation in writing to the Watermaster on or before November 30 of the same year, unless an extension is granted by the Rental Pool Subcommittee. Failure to comply with this provision shall cause any unused storage to automatically revert back to the common pool, assignment pool, and/or lessor, respectively.
- 4.3.106 *Deadline to Use Rental or Lease Storage.* Approved applications pursuant to Procedure 4.3 or water leased through a private lease, must be used and diverted on or before November 30 of the same year.
- 4.3.107 *Reporting Requirements for Leases and Assignments to Points of Diversion on Sources Not Regulated by the Water District #1 Watermaster.* To keep Water District #1 assessments, administrative fees, and regulation costs to a minimum, approved rental leases and assignments to points of diversion on sources not regulated by Water District #1 (e.g. Portneuf River, Wood River, Silver Creek, etc.) must have their daily cfs or acre-feet of rental diversions measured by the watermaster of the water district containing the points of diversion receiving the rental storage and then reported by the watermaster of that district to the Water District #1 Watermaster by November 30 of the year storage is rented. Daily diversion reports from individual renters in water districts other than Water District #1 will not be accepted by the Water District #1 Watermaster. Failure of the watermasters in other districts to report to the Water District #1 Watermaster the daily rental storage deliveries within their district by November 30 will result in the rental pool storage not being delivered in the Water District #1 final water right accounting. No refunds for rental prices or fees will be issued to lessors, lessees, or renters when daily deliveries are not reported by the watermaster responsible for the regulation of the points of diversion or re-diversion on the source rental storage is being injected or exchanged with sources from Water District #1.

4.4 **Rental Pool Account**

- 4.4.101 All monies submitted by applicants shall be deposited in an interest-bearing account known as the "Rental Pool Account" and maintained by the Watermaster on behalf of the Committee. Monies in the Rental Pool Account will be disbursed to participants, the District, and the Board in the proportions set forth in these Procedures. Rental Pool Funds shall be considered public funds for investment purposes and subject to the Public Depository Law, Chapter 1, Title 57, Idaho Code.
- 4.4.102 Monies deposited in the Rental Pool Account are non-refundable to the extent the rental and/or lease application is approved pursuant to Procedure 4.3.103, regardless of whether the storage is used.

4.5 **Infrastructure Fund**

- 4.5.101 Monies in the Infrastructure Fund may only be used to fund District costs of projects relating to improvements to the District's distribution, monitoring, and gaging facilities, and other District projects designed to assist in the adjudication, which includes the cost of Blackfoot River Equitable Adjustment Settlement Water, if any is required, conservation, or efficient distribution of water.

- 4.5.102 Disbursements from the Infrastructure Fund are subject to two-thirds (2/3) Committee approval.
- 4.5.103 Monies in the Infrastructure Fund may be carried over from year to year.
- 4.6 **Diversions not Regulated by the District.** Water District #1 and/or its spaceholders will not accept responsibility or liability for any interference to natural flow or storage deliveries that result from rentals or leases to diversions within other water districts.

PROCEDURE 5.0 COMMON POOL

- 5.1 **Scope.** The common pool consists of storage made available to the Committee through participant contributions. Participants make all of their storage available to the common pool pursuant to the terms of Procedure 5.2, with computed impacts accounted from next year's reservoir fill.
- 5.2 **Participant Contributions**
 - 5.2.101 *Participants.* Any spaceholder may, upon submitting written notice to the Watermaster prior to March 15 of the current year elect to contribute storage to the current year's common pool rentals to be deducted from the spaceholders subsequent year's storage allocation when excess water does not spill past Milner in the subsequent year. Any spaceholder making such election shall be deemed a "participant" for the current year and every year thereafter until the spaceholder provides written notice to the Watermaster prior to March 15 of the year common pool rentals are purchased, rescinding its participation. Participants choosing to rescind their participation by the March 15 deadline shall receive their proportional share of the previous year's common pool proceeds after having their current year's storage allocation reduced to supply those previous year's common pool rentals but shall cease receiving reductions to their future years' storage allocations to supply common pool rentals and cease receiving common pool rental payments in future years following the rescindment. Upon election from a previous non-participant to begin participation, the new participant is eligible for all the benefits of a participant set forth in these procedures, excluding monetary payment associated with common pool rentals purchased in the year prior to participation election. If after March 15 less than seventy-five percent (75%) of the contracted storage space is committed to the common pool by participants, the Committee may revise the rental pool procedures as necessary prior to April 1.
 - 5.2.102 *Non-Participants.* Spaceholders who are not participants shall not be entitled to supply storage to, or rent storage from, the common pool. Notwithstanding this restriction, the Bureau may rent flow augmentation water from the common pool in the amounts identified in Procedure 5.2.104.
 - 5.2.103 *Small Rentals.* The common pool will make available from participant contributions 5,000 acre-feet for rentals of 100 acre-feet or less per point of diversion for diversions regulated by the Water District #1 Watermaster, subject to the priorities and limitations set forth in Procedure 5. Points of diversion with an annual volume exceeding 10,000 acre-feet in the previous year may rent up to 200 acre-feet from the common pool. Rentals from the small pool shall only be considered for approval following submittal of written consent from the operator of the delivery system. The Committee may approve on a case-by-case basis the additional rental of storage under this provision to exceed the acre-foot limitation. Small Rentals for groundwater pumping mitigation and recharge purposes are

prohibited. Small Rentals shall be approved in the same order the rental applications are received by the watermaster beginning on April 5 of the year in which the storage is to be used.

5.2.104 *Flow Augmentation.* The amount of storage, from participant contributions to the common pool, available for rental for flow augmentation shall be determined by Table 1 shown in the Appendix of these procedures.

5.2.105 *Shoshone-Bannock Tribes.* The Tribes shall be treated as non-participants unless written notice is provided by the Tribes under Procedure 5.2.101.

(a) *Blackfoot River Equitable Adjustment Settlement Agreement Water.* Storage water not to exceed 20,000 acre-feet shall be made available in accordance with the terms of the Blackfoot River Equitable Adjustment Settlement Agreement. The source and funding of the storage water shall be determined by the Committee at its June meeting. Administrative fees shall be paid by Water District 1.

(b) *2015 Settlement Agreement.* Storage water not to exceed 10,000 acre-feet (except with the approval of the Committee of Nine) shall be made available in accordance with the terms of the 2015 Settlement Agreement from the current year's Common Pool. Administrative fees shall be paid by Water District 1. Discussions are ongoing to identify the party responsible for mitigating impacts to the Tribes. Nothing in these Procedures should be construed as an admission of liability by Water District 1 or the Committee of Nine.

5.2.106 *Supply Sources.* Common pool storage shall be deducted proportionally from all participants' storage allocations in the year following when the storage was used. If Milner Spill occurs between years, no deduction is necessary.

5.2.107 *Participant Payments.* Monies collected through the rental of the participant contribution portion of the common pool, including flow augmentation, shall be disbursed based on the amount each participant is reduced pursuant to Procedure 5.2.106. In years where no reduction is necessary due to Milner Spill, all monies collected shall be disbursed proportionally based on participant space. Payments will be made to participants within two weeks of the date of publication unless payment is less than \$5.00. Payments less than \$5.00 shall be applied as a credit to the participant's payment in the following year.

5.3 **Rental Prices**

5.3.101 *Tier 1:* The rental price for purposes above Milner shall be \$25.18 per acre-foot.

5.3.105 *Tier 2:* The rental price for flow augmentation shall be \$19.73 per acre-foot.

5.3.103 *Fees & Surcharges.* There shall be added to the rental price for all rentals the Board surcharge and \$1.30 administrative fee, resulting in the following summed amounts charged for common pool rentals for the tiers described in Procedures 5.3

(a) Tier 1: $\$25.18 + \$2.52 + \$1.30 = \29.00

(b) Tier 2: $\$19.73 + \$1.97 + \$1.30 = \23.00

5.4 **Limitations.** A participant cannot rent water from the Common Pool if the participant is replacing storage space or water which has been evacuated due to an assignment to or private lease through the Water District 1 Rental Pool, unless an exception is granted by the Committee.

PROCEDURE 6.0 PRIVATE LEASES

- 6.1 **General.** All leases must be transacted through the rental pool. Only participants may lease storage to a Lessee subject to the provisions of these procedures, and non-participating spaceholders may not lease storage from participants.
- 6.2 **Purposes.** Storage may be leased through the rental pool only for beneficial use purposes above Milner. A participant may not lease storage to a lessee and rent storage from the common pool in the same accounting year unless an exception is granted by the Rental Pool Subcommittee.
- 6.3 **Payment to Lessor.** The lessor shall receive one-hundred percent (100%) of the lease price.
- 6.4 **Fees & Surcharges.** There shall be added to the lease price a \$2.30 administrative fee and the Board surcharge.
- 6.5 **Non-Applicability to Common Pool.** Storage leased pursuant to this procedure does not count against the participant contribution volumes set forth in Procedure 5.2.
- 6.6 **Recharge.** All storage used for the purpose of recharge must be transacted through the rental pool. Unless storage is rented pursuant to Procedures 5.0 or 10.0, storage used for recharge, whether diverted by the storage spaceholder or another person, will be treated as a lease of storage.
- 6.7 **Idaho Water Resource Board (IWRB) Storage.** Notwithstanding the limitations set forth in Procedures 6.1 and 6.2, the IWRB may lease its existing storage (up to 5,000 acre-feet) to Idaho Power and have it released past Milner for the purpose of mitigating minimum flows at Murphy. The administrative fee must be paid by the IWRB for any storage used for such purpose.
- 6.8 **Lease of Storage from Bureau Uncontracted Space.** Notwithstanding the limitations set forth in Procedures 6.1 and 6.2, the Bureau may lease storage from its uncontracted space for flow augmentation as identified in Appendix III of the – Mediator’s Term Sheet of the 2004 Snake River Water Rights Agreement.
- 6.9 **Lease of Storage from Bureau Powerhead Space.** Notwithstanding the limitations set forth in Procedures 6.1 and 6.2, the Bureau may lease storage from its powerhead space for flow augmentation as identified in III.C.7 of the Mediator’s Term Sheet of the 2004 Snake River Water Rights Agreement.

PROCEDURE 7.0 IMPACTS

- 7.1 **Determination.** In any year in which the storage rights in the reservoir system do not fill, the Watermaster will determine the actual computed impacts to spaceholders, if any, associated with the prior year’s rentals and leases. In making this determination, the Watermaster will use a procedure which identifies the following:
 - (a) What each computed reservoir fill would have been had the previous year’s rentals and leases not taken place;
 - (b) The storage space from which rented or leased storage was actually supplied for the previous year’s rental or lease; and
 - (c) The amount of storage each spaceholder’s current allocation was reduced by the previous year’s rental or lease activities.

- 7.2 **Milner Spill.** There are no computed impacts resulting from the previous and current year's rentals or leases used prior to Milner spill ceasing when the use of those rentals or leases result in reducing the spill from the reservoir system prior to the current year's Date of Allocation, as determined by the Watermaster.
- 7.3 **Impacts to Spaceholders resulting from all common pool, private leases, assignments, supplemental pool, and extraordinary circumstances pool rentals.** To avoid impacts to spaceholders caused by rental pool storage provided under Procedures 5, 6, 8, 9.3, 10, and 11 in years when storage is not spilled past Milner, the supplying spaceholder's storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply previous year leases, assignments, and rentals. If the amount of storage in the reservoir system exceeds the amount necessary to allocate 100% fill to space that wasn't evacuated to supply leases, assignments, and rentals but is insufficient to allocate 100% fill to all system spaceholders, allocations to lessors', assignors', and other space shall occur in the following priorities:
- (a) Storage supplied under Procedure 5. This reallocation will only occur in the year following the supply of storage.
 - (b) Assigned rental under Procedure 10.0, extraordinary circumstances rental under Procedure 11.0, private leases above Milner under Procedures 6.0 and 9.3, and IWRB storage used for mitigating minimum flows at Murphy under Procedure 6.7. This reallocation will only occur in the year following the lease of storage.
 - (c) Bureau uncontracted storage under Procedure 6.8 until the lessor's affected space fills.
 - (d) Supplemental Pool leases under Procedure 8.0 until the lessor's affected space refills.
 - (e) Bureau Powerhead storage under Procedure 6.9 shall be the last space to refill after all other space in reservoirs in Water District 1 until the lessor's affected space fills as identified in III.C.7.c. of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.
- 7.4 **Impacts to non-participants resulting from common pool rentals.** To avoid impacts to non-participant storage allocations caused by rental pool storage provided under Procedure 5 in years when storage is not spilled past Milner, the supplying participant's storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply common pool rentals.

PROCEDURE 8.0. SUPPLEMENTAL POOL

- 8.1 **Purpose.** To provide a voluntary mechanism for the lease of storage water to a participant below Milner for hydropower generation within the state of Idaho when storage water supplies, as a result of hydrologic, climate and other conditions, are sufficient to satisfy above Milner uses and Water District 01 commitments for flow augmentation. A supplemental pool shall be created in order to mitigate for computed impacts associated with leases below Milner, consistent with the Idaho Water Resource Board's policy to establish an effective water marketing system consistent with state law and assuring the protection of existing water rights while accommodating the purchase, lease or conveyance of water for use at Idaho Power's hydroelectric facilities, including below Milner Dam.
- 8.2 **Annual Authorization.** In order to provide the opportunity to lease water to generate funding of aging infrastructure projects without impacting individual spaceholder fill, storage may be leased through the Supplemental Pool for the purposes described herein. However, no storage may be leased through the supplemental pool until the Committee on or after April 1 of each year authorizes use of the pool and the Committee is satisfied that the goals and terms of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement are met to provide sufficient flow augmentation supplies for the year or that storage to be released past Milner will count toward flow augmentation.

- (a) Mitigation Inc. shall have the right to lease up to the first 10,000 ac-ft of supplemental pool storage under Procedure 8.0, as approved annually by the Committee. Mitigation Inc. shall provide to the Committee a report summarizing the expenditure of revenue from the annual lease(s) by December 31, 2023. If the Committee determines that the preference granted Mitigation Inc. is no longer justified, the Committee may terminate said preference. The preference granted Mitigation Inc. pursuant to this Procedure shall sunset on December 31, 2029. The 10,000 ac-ft preference shall only be applied once per year.
- (b) Additional leases of storage in excess of the amount provided in Procedure 8.2(a) may be authorized annually by the Committee pursuant to Procedure 8.0. Mitigation Inc. shall be permitted to supply a pro-rata share of any additional amount made available to the supplemental pool exceeding the initial 10,000 ac-ft in Procedure 8.2(a). If Mitigation Inc. does not supply storage pursuant to Procedure 8.2(a), Mitigation Inc. shall be permitted to supply a pro-rata share of its storage to the supplemental pool along with other spaceholders supplying storage to the supplemental pool.

8.3 **Quantity and Price Determinations.**

- 8.3.101 The maximum quantity of storage authorized to be leased through the supplemental pool shall be determined annually by the Committee taking into account the advice and recommendation of the Rental Pool Subcommittee, together with current and forecasted hydrological conditions and estimated demand on the rental pool for above Milner uses.
- 8.3.102 *Price Determination.* The Committee shall authorize the leasing of water, including price pursuant to Procedure 8 after taking into account spaceholder needs and current market conditions for power generation. There shall be added to the rental price the board surcharge and a \$1.50 per acre-foot administrative fee associated with the development and implementation of the supplemental pool, assessed on the total quantity of storage set forth in any lease application approved or conditionally approved under Procedure 8.4.
- 8.3.103 *Subsequent Quantity and Price Determinations.* If within the same accounting year, the Committee subsequently determines based on the criteria set forth in Procedure 8.3.101 that additional opportunities exist for utilizing the use of water within Idaho through the supplemental pool consistent with Procedure 8.1, it shall designate such additional maximum quantity authorized to be leased through the supplemental pool and identify a separate lease price for such additional quantity pursuant to Procedure 8.3.102.

8.4 **Application to Lease Storage from the Supplemental Pool.**

- 8.4.101 Applications to lease storage from the supplemental pool for hydropower purposes shall be made upon forms approved by the Watermaster and shall include:
 - (a) The amount of storage sought to be rented;
 - (b) The rental price with associated fees as identified by the Committee under Procedure 8.3.102; and
 - (c) The deadline for the Applicant to receive delivery of water through the Supplemental Pool.
- 8.4.102 *Application Acceptance.* Applications are not deemed accepted until received by the Watermaster together with the appropriate fees required under Procedure 8.4.101.
- 8.4.103 *Application Approval.* An application accepted under Procedure 8.4.102 shall be approved after the Watermaster has determined that the application is in compliance with these procedures and sufficient storage will be available from the supplemental pool to provide

the quantity requested in the application; provided, however, if the date of publication has not yet occurred, approval of the application shall be conditioned on the ability of spaceholders who have contracted to rent storage through the supplemental pool to have a sufficient storage allocation during the accounting year to satisfy their contracts approved under Procedure 8.5.104. Upon approval or conditional approval of the application, the fees collected from the applicant shall be non-refundable to the extent of the total quantity of storage approved or conditionally approved in supplemental pool lease contract(s) under Procedure 8.5.104. The Watermaster shall provide notice of such approval.

8.4.104 *Deadline for Accepting Applications.* All applications to rent storage from the supplemental pool must be accepted by the Watermaster pursuant to Procedure 8.4.102 not later than November 30 in order for the storage identified in such applications to be accounted for as having been diverted as of November 30 of the same year. Applications accepted after November 30 will be accounted for from storage supplies in the following calendar year, unless an exception is granted by the Rental Pool Subcommittee.

8.5 **Supplemental Pool Supply.**

8.5.101 *Notice to Spaceholders of Opportunity to Consign Storage through the Supplemental Pool.* The Watermaster shall provide notice of the supplemental pool on the Water District 1 website, which shall include the following information:

- (a) The maximum quantity of storage authorized to be rented through the supplemental pool;
- (b) The rental process, including price and deadlines as authorized by the Committee;
- (c) Instructions for spaceholders interested in consigning storage through the supplemental pool, including instructions for executing a standardized supplemental pool rental contract; and
- (d) The deadline, as set by the Committee, for the Watermaster to receive supplemental pool rental contracts from spaceholders interested in consigning storage through the supplemental pool.

8.5.102 *Supplemental Pool Rental Contracts.* Spaceholders interested in consigning storage through the supplemental pool shall execute a standardized supplemental pool rental contract, which shall be provided by the Watermaster and include provisions for the following:

- (a) Limit eligibility to consign storage through the supplemental pool only to spaceholders who qualify as participants under Procedure 2.29;
- (b) The quantity sought to be consigned by the spaceholder may be any amount, except that the total amount of storage consigned pursuant to Procedure 8 may not exceed either the maximum quantity set by the Committee under Procedure 8.3.101 or 10% of the spaceholder's total reservoir system space, unless an exception is approved by the Rental Pool Subcommittee;
- (c) The 10% limitation described in 8.5.102(b) does not apply to the first 10,000 ac-ft supplied by Mitigation Inc. under Procedure 8.2(a);
- (d) The quantity actually consigned by the spaceholder may be reduced depending upon the number of spaceholders who elect to consign storage through the supplemental pool as provided in Procedure 8.5.103;
- (e) That, in the event the spaceholder elects to sign a standard pool rental contract before the date of publication, the spaceholder assumes the risk that its storage allocation may be less than the spaceholder anticipated; and
- (f) Notice to the spaceholder that if the spaceholder's consignment through the supplemental pool causes computed impacts, the mitigation required under Procedure 8.7 will result in an amount of the spaceholder's space, not to exceed the quantity of

storage consigned by the spaceholder, being assigned a junior priority which may not fill for multiple consecutive years, an accounting commonly referred to as “last to fill.”

- 8.5.103 *Distribution of Storage to the Supplemental Pool.* If, following the deadline for receipt of executed supplemental pool rental contracts, the Watermaster determines that the total quantity of storage sought to be consigned through the supplemental pool exceeds the quantity limitation established under Procedure 8.3, then the Watermaster shall reduce the quantity of each supplemental pool rental contract to a pro rata share based on the amount of storage sought to be consigned by each spaceholder. The Watermaster shall amend the supplemental pool rental contract(s) to reflect any reduced quantity required by this provision.
- 8.5.104 *Rental Contract Approval.* Following receipt of a supplemental pool rental contract, the Watermaster shall determine whether the contract is in compliance with these procedures, and, if so, shall approve the same; provided, however, if the date of publication has not yet occurred, approval of the contract shall be conditioned on the spaceholder having a sufficient storage allocation during the accounting year to satisfy the contract.
- 8.6 **Notice of Contract Approval and Payment to Consignors.** The consignors shall receive one-hundred percent (100%) of the lease price apportioned according to the quantity of storage each spaceholder consigned through the supplemental pool. The Watermaster shall notify spaceholder(s) who submitted supplemental pool rental contracts of the approved amount and distribute the funds to the lessors within 30 days following approval or conditional approval of an application under Procedure 8.4.103 and rental contract approved under Procedure 8.5.104.
- 8.7 **November 1 Carryover Unaffected.** For purposes of determining the amount of storage available for flow augmentation under Procedure 5.2.104, storage leased through the supplemental pool shall not affect the November 1 carryover quantity on Table 1.

**PROCEDURE 9.0 STORAGE ALLOCATED TO PALISADES WATER USERS, INC.
(PWUI)**

- 9.1 **Background and Purpose.** PWUI is an entity originally organized at the specific request of the Bureau to group, under one entity, all individual water users who applied for an allocation of Palisades Reservoir storage because Reclamation's policy at that time was that it would not enter into repayment contracts with individual water users. PWUI does not own natural flow water rights, has no designated service area, and does not own a water delivery system. Instead, PWUI shareholders call for delivery of water allocated to their shares through their own delivery systems or the systems of other irrigation entities and have historically been able to change the location of PWUI storage deliveries upon simple notification to the District. The shares do not describe specific property where storage allocated to such shares are used. One share of PWUI stock is equivalent to one acre-foot of PWUI space in Palisades Reservoir, and allocations of water to PWUI shareholders are made upon that basis. The provisions of Procedure 9.0 are included herein to clarify, between PWUI and the District, how to properly categorize the delivery of PWUI storage to various points of delivery.
- 9.2 **Delivery of PWUI Storage Water.** Storage allocated to PWUI shares shall not be considered a private lease under Procedure 6 in the following circumstances:
- 9.2.101 The delivery of storage to an irrigation delivery system where the PWUI shareholder has an ownership interest or leasehold interest in property capable of receiving delivery of water through such system.
 - 9.2.102 The delivery of storage allocated to a PWUI shareholder which is assigned to another PWUI shareholder for an amount up to the assignee's unfilled PWUI allocation for the Accounting Year.
 - 9.2.103 The delivery of storage allocated to PWUI's treasury stock provided to a PWUI shareholder.
- 9.3 **Private Leases of PWUI Storage Water.** Storage allocated to PWUI shares shall be considered a private lease under Procedure 6 and subject to impacts under Procedure 7.3 in the following circumstances:
- 9.3.101 The delivery of storage allocated to PWUI's treasury stock provided to a non-PWUI shareholder for any purpose.
 - 9.3.102 The delivery of storage allocated to a PWUI shareholder which is assigned to another PWUI shareholder for an amount more than the assignee's unfilled PWUI allocation for the Accounting Year.
 - 9.3.103 The delivery of storage allocated to a PWUI shareholder provided to a non-PWUI shareholder for any purpose.
 - 9.3.104 The delivery of storage to a PWUI shareholder which is used for recharge.
- 9.4 **Applicability of Procedure 5.4 To PWUI Storage.**
- 9.4.101 Procedure 5.4 shall apply to private leases of PWUI storage described in Procedure 9.3.101.
 - 9.4.102 Subject to Procedure 9.4.103, the Committee hereby grants PWUI an exception from the provisions of Procedure 5.4 such that PWUI shall not be prohibited from leasing water from the Common Pool because of private leases by PWUI shareholders under Procedures 9.3.102 through 9.3.104.
 - 9.4.103 Water leased from the Common Pool by PWUI under Procedure 9.4.102 shall not be allocated to or used by PWUI shareholders who engage in private leases described under Procedures 9.3.102 through 9.3.104.

- 9.5 **Allocation of Impacts to PWUI.** The allocation of impacts described in Procedure 7.3 of these procedures for private leases described under Procedure 9.3 shall be made to PWUI as the spaceholder. PWUI shall thereafter internally allocate the impacts to the individual PWUI shareholders who participate in private leases described under Procedures 9.3.102 through 9.3.104.
- 9.6 **Information Provided to District.** PWUI shall provide sufficient information to the District to allow the District to verify PWUI's characterization of the assignment of PWUI storage under Procedure 9.0.
- 9.7 **Assignment of PWUI Shares to Canal Headings.** PWUI shareholders shall assign its shares to the canal heading where such PWUI shareholder is most likely to request delivery of storage. Water District 1 shall only account for the delivery of PWUI storage when (1) notified by the PWUI shareholder that such shareholder is taking delivery of storage through a canal; or (2) the manager of a canal reports the delivery of PWUI storage to Water District 1.

PROCEDURE 10.0 ASSIGNMENT POOL

- 10.1 **Purpose.** To provide a voluntary mechanism for participating spaceholders to assign a portion of their storage allocation to be made available for flow augmentation rentals below Milner and also to be made available for other rentals diverted above Milner, including storage rental conveyance and/or exchanges of storage from Water District #1 to other water district diversions that are not regulated by the Water District #1 Watermaster.
- 10.2 **Assignors.** Any participant may assign storage. An assignment of storage shall be made in writing on forms approved by the Watermaster.
- 10.3 **Limitations.** A participant may not assign storage and rent storage from the common pool in the same accounting year unless an exception is granted by the Rental Pool Subcommittee. Non-participating spaceholders may not rent storage from the assignment pool.
- 10.4 **Distribution of Assigned Storage.**
- 10.4.101 *Dates of assignment.* Storage assigned by participants on or before June 1 shall be rented on a pro-rata basis until all such storage assigned by June 1 has been purchased. Storage assigned from June 2 through November 30 shall be rented to purchasers after all storage assigned by June 1 has been rented and shall be distributed in the order assignments are received by the District. For example, all storage assignments received on June 2 shall be rented in their entirety before storage assigned on June 3, and all storage assignments received on June 3 will be rented in their entirety before storage assignments received on June 4, and so on.
- 10.4.102 *Payment to Assignors.* Each participant assigning storage on or before June 1 shall be paid a pro-rata share of all net proceeds for assignment pool rental until 100% of the storage assigned on or before June 1 has been rented. Each participant assigning storage after June 1 shall receive 100% of the net price for any of their assigned storage rented.

- 10.4.103 *Rental Approval and Priority.* Applications to purchase assigned storage may be submitted at any time after April 5 but will not be approved until beginning June 2. If total applications exceed total assignments on June 1, applications will be approved according to the following priorities:
- (a) *First Priority.* Rental for flow augmentation pursuant to Procedure 10.6.
 - (b) *Second Priority.* Water users that have purchased rental or leased storage from the Water District #1 Rental Pool for purposes above Milner in years prior to 2019.
 - (c) *Third Priority.* All other applicants to purchase assigned storage diverted for purposes above Milner.

If the assignment supply is insufficient to satisfy all purchase applications in a priority, applications in that priority shall be approved in the order they were received on or before June 1. Applications to purchase assigned storage received after June 1 will be approved in the order received after all purchase applications received on or before June 1 have been satisfied and remaining assigned storage is available to satisfy purchase applications received after June 1.

- 10.4.104 *Assignor Payments and Return of Unrented Assignment Storage.* Assignors will be paid the total amount of rental prices collected for assignment rentals. Any unrented assigned storage will be returned to assignors' carryover at the end of the year.

- 10.4.105 *Timing of Payments.* Payments will be made to assignors in December of the year in which proceeds were collected.

- 10.5 **Applications to Purchase Assigned Storage for Uses above Milner.** Applications to rent storage from the assignment pool shall be made in writing on forms approved by the Watermaster.

- 10.6 **Rental Supplied for Flow Augmentation.** If the storage supplied from Table 1 for flow augmentation is insufficient to meet the needs described in the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement, the Committee has approved providing extraordinary circumstances rental under Procedure 11.0, and the supply for the extraordinary circumstances pool is insufficient to provide the entire request from the Bureau, any remaining requested amount not supplied by the extraordinary circumstances pool shall come from the available assignment pool supply according to the priorities described in Procedure 10.4.103.

10.7 **Rental Prices for Assigned Storage**

- 10.7.101 *Tier 5.* If the storage system fills, the rental price for purposes above Milner shall be \$35.00 per acre-foot.

- 10.7.102 *Tier 6.* If the storage system does not fill but storage is provided for flow augmentation pursuant to Procedure 5.2.104, the rental price for purposes above Milner shall be \$45.00 per acre-foot.

- 10.7.103 *Tier 7.* If the storage system does not fill and no flow augmentation water is provided pursuant to Procedure 5.2.104, the rental price for purposes above Milner shall be \$55.00 per acre-foot.

- 10.7.104 *Determination of Tier 5, 6, or 7 Rental Price:* Unless the storage system has filled, the Watermaster shall designate on or before April 5 either Tier 6 or Tier 7 as the rental price for above-Milner rentals. If at any time during the same accounting year, the storage system should subsequently fill, the Watermaster shall designate Tier 5 as the rental price for above-Milner rentals and refund any excess rental fees within 30 days after the date of publication.

10.7.105 *Tier 8:* The rental price for storage rented for flow augmentation shall be \$19.73 per acre-foot.

10.7.106 *Storage System Fill.* The storage system is considered full when all storage rights are filled, including last to fill space, except for powerhead.

10.7.107 *Fees & Surcharges.* There shall be added to the rental price for all rentals the Board surcharge and \$1.30 administrative fee, resulting in the following summed amounts charged for assignment pool rentals for the various tiers described in Procedures 10.7.101 through 10.7.105:

(a) Tier 5: $\$35.00 + \$3.50 + \$1.30 = \39.80

(b) Tier 6: $\$45.00 + \$4.50 + \$1.30 = \50.80

(c) Tier 7: $\$55.00 + \$5.50 + \$1.30 = \61.80

(d) Tier 8: $\$19.73 + \$1.97 + \$1.30 = \23.00

10.8 **Application Approval and Deliveries to Diversions in Water Districts other than Water District #1.** Applications submitted with the appropriate forms, rental prices, fees, and surcharges for purchasing assignment pool storage shall be approved according to Procedure 10.4.103 as assignment pool storage becomes available. However, application approval does not guarantee delivery and/or exchange of assignment pool storage to diversions that are not measured or regulated by Water District #1 unless the daily diversion of rental storage is reported by the Watermasters of those districts to the Water District #1 Watermaster to facilitate the proper accounting of storage rental exchanges and deliveries to water districts outside of Water District #1.

10.9 **Rental Refunds.** Funds collected for approved rental applications will not be refunded regardless of whether or not the rental storage was used by the assignee. Applications that were not approved, or a written request to withdraw the application prior to its approval is received by the district from the applicant, shall have their application monies refunded in December of the year in which the proceeds are collected.

PROCEDURE 11.0 EXTRAORDINARY CIRCUMSTANCES POOL

11.1 **Purpose.** To provide flow augmentation rentals in excess of the amount provided in Procedure 5.2.104, upon a request by the Bureau for additional Water District 1 rentals consistent with the terms of the 2004 Snake River Agreement and these Procedures to further flow augmentation reliability as modeled in the 2007 Biological Assessment, the Committee shall consider making available a greater amount of storage rental if it determines on or before July 1 that extraordinary circumstances justify an additional amount of storage be made available for flow augmentation and existing uses (legal and equitable title to storage rights) are protected consistent with the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement. The Bureau and Committee will also consider on years when Milner spill occurs, the preservation of Uncontracted and Powerhead storage for use in subsequent years; provided, the Bureau exercises sole discretion over whether to use storage in its Uncontracted and Powerhead space for flow augmentation, so long as such use is consistent with the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement and applicable law.

11.2 **Quantity.** The maximum quantity of storage authorized to be leased through the extraordinary circumstances pool shall be determined annually by the Committee taking into account the advice and recommendation of the Rental Pool Subcommittee, together with current and forecasted hydrological conditions and estimated demand on the rental pool for above Milner uses.

11.3 **Price, Fees, & Surcharges.** The rental price for storage rented for flow augmentation shall be \$19.73 per acre-foot plus a \$1.97 Board surcharge plus a \$1.30 administrative fee, resulting in a total \$23.00 per acre-foot charge.

11.4 **Extraordinary Circumstance Pool Supply.**

11.4.101 *Notice to Spaceholders of Opportunity to Consign Storage through the Extraordinary Circumstance Pool.* The Watermaster shall provide notice of the extraordinary circumstance pool on the Water District 1 website, which shall include the following information:

- (a) The maximum quantity of storage authorized to be rented through the extraordinary circumstance pool;
- (b) The rental supply deadline as authorized by the Committee;
- (c) Instructions for spaceholders interested in consigning storage through the extraordinary circumstance pool, including instructions for executing a standardized circumstance pool rental contract; and
- (d) The deadline, as set by the Committee, for the Watermaster to receive extraordinary circumstance pool rental contracts from spaceholders interested in consigning storage through the extraordinary circumstance pool.

11.4.102 *Extraordinary Circumstance Rental Contracts.* Spaceholders interested in consigning storage through the extraordinary circumstance pool shall execute a standardized extraordinary circumstance pool rental contract, which shall be provided by the Watermaster and include provisions for the following:

- (a) Limit eligibility to consign storage through the extraordinary circumstance pool only to spaceholders who qualify as participants under Procedure 2.29;
- (b) The quantity sought to be consigned by the spaceholder may be any amount, except that the total amount of storage consigned pursuant to Procedure 11 may not exceed either the maximum quantity set by the Committee under Procedure 11.2 or 10% of the spaceholder's total reservoir system space, unless an exception is approved by the Rental Pool Subcommittee;
- (c) The quantity actually consigned by the spaceholder may be reduced depending upon the number of spaceholders who elect to consign storage through the extraordinary circumstance pool as provided in Procedure 11.4.103;
- (d) That, in the event the spaceholder elects to sign a standard pool rental contract before the date of publication, the spaceholder assumes the risk that its storage allocation may be less than the spaceholder anticipated; and
- (e) Notice to the spaceholder that if the spaceholder's consignment through the extraordinary circumstance pool causes computed impacts, the mitigation required under Procedure 7 will result in an amount of the spaceholder's space, not to exceed the quantity of storage consigned by the spaceholder, being assigned a junior priority, an accounting commonly referred to as "last to fill."

11.4.103 *Distribution of Storage to the Extraordinary Circumstance Pool.* If, following the deadline for receipt of executed extraordinary circumstance pool rental contracts, the Watermaster determines that the total quantity of storage sought to be consigned through the extraordinary circumstance pool exceeds the quantity limitation established under Procedure 11.2, then the Watermaster shall reduce the quantity of each extraordinary circumstance pool rental contract to a pro rata share based on the amount of storage sought to be consigned by each spaceholder. The Watermaster shall amend the extraordinary circumstance pool rental contract(s) to reflect any reduced quantity required by this provision.

- 11.4.104 *Rental Contract Approval.* Following receipt of an extraordinary circumstance pool rental contract, the Watermaster shall determine whether the contract is in compliance with these procedures, and, if so, shall approve the same; provided, however, if the date of publication has not yet occurred, approval of the contract shall be conditioned on the spaceholder having a sufficient storage allocation during the accounting year to satisfy the contract.
- 11.5 **Notice of Contract Approval and Payment to Consignors.** The consignors shall receive the lease price apportioned according to the quantity of storage each spaceholder consigned through the extraordinary circumstance pool. The Watermaster shall notify spaceholder(s) who submitted extraordinary circumstance pool rental contracts of the approved amount and distribute the funds to the lessors within 30 days following receipt of payment from the Bureau pursuant to Procedure 11.1 and the rental contract approved under Procedure 11.4.104.
- 11.6 **Using Extraordinary Circumstances Pool Supply for Flow Augmentation Ahead of Assignment Pool Supply.** If the amount supplied by participants to the extraordinary circumstance pool exceeds the amount requested by the Bureau for extraordinary circumstances rental, all extraordinary circumstances rental shall be supplied through the extraordinary circumstances pool. If the amount supplied by participants to the extraordinary circumstance pool is less than the amount requested by the Bureau for extraordinary circumstances rental, the extraordinary circumstance rental shall be first supplied by the extraordinary circumstance pool and any remaining amount of extraordinary circumstance rental shall be supplied from the amount available to flow augmentation in the assignment pool pursuant to Procedure 10.

APPENDIX

TABLE 1: Water District 1 Flow Augmentation Rental Chart						
October 31st Midnight Carryover 1000s AF		April 1 to Sept 30 Heise Forecast (1000s AF)				
		0 to 2,919	2,920 to 3,449	3,450 to 4,207	4,208 to 5,041	5,042 or greater
0 - 599	0	0	0	150000	185000	
600 - 899	0	0	60000	150000	185000	
900 - 1499	0	60000	60000	150000	185000	
1500 - 2099	0	100000	150000	185000	185000	
2100 - 2599	0	100000	150000	205000	205000	
2600 - 2999	0	185000	185000	205000	205000	
3000 - 3199	60000	185000	185000	205000	205000	
> 3199	100000	185000	185000	205000	205000	

WATER DISTRICT #1 RENTAL POOL
APPLICATION TO RENT STORAGE FROM THE COMMON POOL SUPPLY

_____ (applicant) hereby requests to rent _____ (acre-feet) of storage from the Water District #1 Rental Pool with the enclosed total rental fees of \$_____ (at \$29/af) for the irrigation season 20____. **Rental volume must comply with Procedure 5.2.103 and may not be for groundwater-pumping mitigation or for recharge purposes.** The acceptance and approval of this rental request by the Water District #1 Watermaster is subject to the adopted Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765.

Description of Point of Diversion:

Name of River or Stream from which rental is diverted: _____
Canal or Pump Name & location: _____
Purpose of Use description: _____
Place of Use description: _____
Water Right Appurtenant to Lands: _____

Applicant Signature and Address:

Print Name: _____
Signature: _____ Date: _____
Address: _____
_____ Phone: _____

If the applicant is applying to rent storage to be conveyed through a canal to the applicant's point of diversion, pursuant to Procedure 5.2.103, the applicant must submit written consent from the canal operator to have the rental storage delivered through the canal.

Canal Operator Name and Title: _____

Canal Operator Consent Signature: _____

=====
(official use only)

Date Lease Accepted by WD1 Watermaster: _____

Water District 1 Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL
APPLICATION TO RENT STORAGE FROM THE ASSIGNMENT POOL SUPPLY

_____ (applicant) hereby requests to rent _____ (acre-feet) of storage from the Water District #1 Rental Pool with the enclosed rental fees of \$_____ for the irrigation season 20____. The acceptance and approval of this rental request by the Water District #1 Watermaster is subject to the adopted Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765.

Description of Point of Diversion:

Name of River or Stream from which rental is diverted: _____

Canal or Pump Name & location: _____

Place of Use description: _____

Water Right Appurtenant to Lands: _____

The Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet these conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the rental storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this application agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of rental diverted by the diversion during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.107, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Applicant Signature and Address:

Print Name: _____

Signature: _____ Date: _____

Address: _____

_____ Phone: _____

=====

(official use only)

Date Application Accepted by WD1 Watermaster: _____

Application Approved by WD1 Watermaster: _____ YES _____ No

Water District 1 Watermaster Signature: _____

WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT

_____ (lessor) agrees to lease _____ acre-feet of storage to _____ (lessee) for the 20____ irrigation season at a price of \$_____ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: _____

Canal or Pump Name and location: _____

Place of Use description: _____

Water Right Appurtenant to Lands: _____

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a **\$2.30** per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.

If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the use of this leased storage water complies with the moratorium on new consumptive uses as outlined in Rental Pool Procedure 3.4. Failure to meet the conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.107, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Lessor Signature

Date

Title, Canal Company

Lessee Signature

Date

Canal Company or Diversion Name

=====

(official use only)

Date Lease Accepted by WD1 Watermaster: _____

WD1 Watermaster Signature: _____

**WATER DISTRICT #1 RENTAL POOL
ONE-PARTY PRIVATE LEASE AGREEMENT FOR GROUNDWATER RECHARGE**

The _____ (district,company/spaceholder) agrees to lease _____ acre-feet of its 20___ storage allocation at a price of \$ 0.00 according to the rules and regulations contained in the Water District #1 Rental Pool Procedures. The reason for the lease is to change the storage purpose-of-use from irrigation to groundwater recharge. The lessor desires to have this lease commence on _____(date) and end on _____(date) with the leased storage water diverted at _____ (canal headgate name or diversion number).

A \$2.30 per acre-foot administrative fee must be received by Water District #1 with this lease agreement prior to its approval.

If the reservoir storage system fails to fill in the season following the lease, and the failure to fill is a result of the reservoir space evacuated to provide for the lease, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.

Lessor Signature

Date

Title, Canal Company

=====
(official use only)

Date Lease Accepted by WD1 Watermaster: _____

Water District 1 Watermaster Signature: _____

**WATER DISTRICT #1 RENTAL POOL
APPLICATION FOR SPACEHOLDER TO ASSIGN STORAGE TO THE ASSIGNMENT POOL SUPPLY**

_____ (applicant) holds certain storage entitlements in Upper Snake reservoirs for the primary purpose of irrigation. Based upon evaluation of potential needs for the current year, we have determined that a portion of our storage supply will not be required for our primary purpose of irrigation. We therefore wish to assign _____ acre-feet of water/space to the Water District #1 Rental Pool supply for the irrigation year 20____. We understand that the rental of this water is subject to the adopted Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765.

Signed this _____ day of _____, 20_____.

Print Assignor Name and Title: _____

Assignor Signature: _____

Assignor Address: _____

=====

(official use only)

Date Assignment Accepted by WD1 Watermaster: _____

Water District 1 Watermaster Signature: _____

STANDARD SUPPLEMENTAL RENTAL POOL LEASE CONTRACT

THIS AGREEMENT, Entered this _____ day of _____ (month), by and between _____, of _____, (name of spaceholder) _____, (address)

Hereinafter called “Lessor” and, **WATER DISTRICT 01, on behalf of the COMMITTEE OF NINE RENTAL POOL**, of 900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402, hereinafter called the “Rental Pool”, Lessor agrees to make available for lease below Milner in the Committee of Nine’s Supplemental Pool the total sum of _____ acre-feet of Lessor’s storage water accrued to Lessor’s storage space owned by Lessor within Water District 01 (hereinafter “Authorized Acre Feet”). Lessor shall authorize its Authorized Acre Feet to be leased for not less than a net lease price to Lessor of \$_____ per acre foot.

WITNESSETH:

Whereas, the Committee of Nine has adopted Procedure 8 to its Rental Pool Procedures which sets forth the terms and conditions under which Lessor may contract with the Rental Pool in order to lease a certain set amount of Lessor’s accrued storage in any given year where Lessor is a “participant” under the Rental Pool Procedures and where the Rental Pool has officially authorized storage water to be leased below Milner Dam pursuant to said Procedures 7.3 and 8 in a Supplemental Rental Pool; and

Whereas, notice has been provided to all spaceholders of the Committee of Nine’s approval of a Supplemental Rental Pool for the calendar year _____; and

Whereas, Lessor has read and understands the terms and conditions of Procedures 7.3 and 8 of the Rental Pool Procedures; and

Whereas, notwithstanding the restrictions on refill required in Procedure 7.3 of the Rental Pool Procedures, Lessor is nevertheless willing to lease Lessor’s accrued storage water below Milner Dam in the amounts specifically described below.

Now Therefore, it is understood and agreed:

1. This Standard Supplemental Rental Pool Lease Contract (hereinafter “Lease Contract”) is governed by the current Water District 01 Rental Pool Procedures including Procedures 7.3 and 8.

2. Lessor hereby agrees and represents that it is a participant pursuant to the definition of “participant” within the Rental Pool Procedures.

3. Pursuant to the Rental Pool Procedures and particularly pursuant to Procedure 8 of said Procedures, the Rental Pool is hereby authorized to enter into a contract with Idaho Power Company (hereinafter “IPCO”) to lease up to the full amount of Lessor’s Authorized Acre Feet.

4. Lessor understands and agrees that the amount of its storage water leased up to Lessor’s Authorized Acre Feet, as well as the net price to be paid to Lessor, is fully governed by Procedure 8 of the Rental Pool Procedures and the price negotiated with IPCO by the Rental Pool.

5. Lessor agrees that upon execution of this Lease Contract, Lessor shall not be entitled to withdraw or reduce Lessor's Authorized Acre Feet of storage water and the Rental Pool shall be fully authorized to enter into a subsequent lease with IPCO which shall assign to IPCO up to the total Authorized Acre Feet of this Lease Contract along with other lessors and to allow IPCO to enforce the terms of this Lease Contract against Lessor for any default caused by Lessor. It is being understood and agreed that the Rental Pool shall be authorized to release Lessor's Authorized Acre Feet of storage water to IPCO at any time requested by IPCO, at its option, provided that proper payment is made to the Rental Pool and the release date requested is timely made during the calendar year in which the lease occurs according to the Rental Pool Procedures and the Watermaster of Water District 01.

6. In the event either party hereto shall be required to employ an attorney for the enforcement of this Lease Contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. This shall include the costs incurred by either party to send any default notice to a defaulting party.

7. This Lease Contract is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns (including those rights to be assigned to IPCO as provided above).

8. This Lease Contract shall be governed by and interpreted under the laws of the State of Idaho.

9. This Lease Contract, related Rental Pool Procedures and the intended subsequent lease with IPCO specifically contemplated by this Lease Contract constitute and contain the entire agreement of the parties and supersedes and merge all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

IN WITNESS WHEREOF, the parties have executed this Lease Contract.

“LESSOR”

(Lessor's Signature, Title)

(Canal Name or Spaceholder)

“RENTAL POOL”

Approved Amount: _____

By: Craig Chandler

Water District 1

Watermaster

STANDARD EXTRAORDINARY CIRCUMSTANCES RENTAL POOL LEASE CONTRACT

THIS AGREEMENT, Entered this _____ day of _____ (month), by and
Between _____, of _____,
(name of spaceholder) *(address)*
hereinafter called “Lessor” and, **WATER DISTRICT 01, on behalf of the COMMITTEE
OF NINE RENTAL POOL**, of 900 N. Skyline Drive, Suite A, Idaho Falls, Idaho 83402,
hereinafter called “Rental Pool”, Lessor agrees to make available for lease below Milner in the
Committee of Nine’s Extraordinary Circumstances Pool the total sum of _____ acre-feet of
Lessor’s storage water accrued to Lessor’s storage space owned by Lessor within Water District
01 (hereinafter “Authorized Acre-Foot”). Lessor shall authorize its Authorized Acre Feet to be
leased for not less than a net lease price to Lessor of \$ _____ per acre-foot.

WITNESSETH

Whereas, the Committee of Nine has adopted Procedure 11 to its Rental Pool Procedures which sets forth the terms and conditions under which Lessor may contract with the Rental Pool in order to lease a certain set amount of Lessor’s accrued storage in any given year where Lessor is a “participant” under the Rental Pool Procedures and where the Rental Pool has officially authorized storage water to be leased below Milner Dam pursuant to said Procedures 7.3 and 11 in an Extraordinary Circumstances Rental Pool; and

Whereas, notice has been provided to all spaceholders of the Committee of Nine’s approval of an Extraordinary Circumstances Rental Pool for the calendar year _____; and

Whereas, Lessor has read and understands the terms and conditions of Procedures 7.3 and 11 of the Rental Pool Procedures; and

Whereas, notwithstanding the restrictions on refill required in Procedure 7.3 of the Rental Pool Procedures, Lessor is nevertheless willing to lease Lessor’s accrued storage water below Milner Dam in the amounts specifically described below.

Now Therefore, it is understood and agreed:

1. This Standard Extraordinary Circumstances Rental Pool Lease Contract (hereinafter “Lease Contract”) is governed by the current Water District 01 Rental Pool Procedures including Procedures 7.3 and 11.

2. Lessor hereby agrees and represents that it is a participant pursuant to the definition of “participant” within the Rental Pool Procedures.

3. Pursuant to the Rental Pool Procedures and particularly pursuant to Procedure 11 of said Procedures, the Rental Pool is hereby authorized to enter into a contract with United States Bureau of Reclamation (hereinafter “USBR”) to lease up to the full amount of Lessor’s Authorized Acre Feet.

4. Lessor understands and agrees that the amount of its storage water leased up to Lessor’s Authorized Acre Feet, as well as the net price to be paid to Lessor, is fully governed by Procedure 11 of the Rental Pool Procedures.

5. Lessor agrees that upon execution of the Lease Contract, Lessor shall not be entitled to withdraw or reduce Lessor's Authorized Acre Feet of storage water and the Rental Pool shall be fully authorized to enter into a subsequent lease with USBR which shall assign to USBR up to the total Authorized Acre Feet of this Lease Contract along with other lessors and to allow USBR to enforce the terms of this Lease Contract against Lessor for any default caused by Lessor. It is being understood and agreed that the Rental Pool shall be authorized to release Lessor's Authorized Acre Feet of storage water to USBR at any time requested by USBR, at its option, provided that proper payment is made to the Rental Pool and the release date requested is timely made during the calendar year in which the lease occurs according to the Rental Pool Procedures and the Watermaster of Water District 01.

6. In the event either party hereto shall be required to employ an attorney for the enforcement of this Lease Contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. This shall include the costs incurred by either party to send any default notice to a defaulting party.

7. This Lease Contract is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns (including those rights to be assigned to USBR as provided above).

8. This Lease Contract shall be governed by and interpreted under the laws of the State of Idaho.

9. This Lease Contract, related Rental Pool Procedures and the intended subsequent lease with USBR specifically contemplated by this Lease Contract constitute and contain the entire agreement of the parties and supersedes and merge all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

IN WITNESS WHEREOF, the parties have executed this Lease Contract.

“LESSOR”

(Lessor's Signature, Title)

(Canal Name or Spaceholder)

“RENTAL POOL”

Approved Amount: _____

By: Craig Chandler
Water District 1 Watermaster

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF APPROVAL OF AMENDED
RENTAL POOL PROCEDURES FOR THE UPPER
SNAKE RIVER RENTAL POOL

RESOLUTION TO APPROVE AMENDED RENTAL
POOL PROCEDURES FOR 2025

1 WHEREAS, section 42-1765, Idaho Code and subsections of IDAPA 37.02.030.40, Water
2 Supply Bank Rule 40, authorizes the Idaho Water Resource Board to appoint local committees to
3 facilitate the lease and rental of stored water within rental pools; and
4

5 WHEREAS, the Water District 01 Advisory Committee, also known as the Committee of
6 Nine, is the local committee appointed by the Idaho Water Resource Board to facilitate the lease
7 and rental of stored water within the Upper Snake River Rental Pool; and
8

9 WHEREAS, the Water District 01 Advisory Committee has adopted amended procedures
10 for the calendar year 2025, pursuant to which they intend to facilitate the lease and rental of
11 rental pool stored water; and
12

13 WHEREAS, the Director of the Department of Water Resources has reviewed the local
14 committee procedures and may recommend that the Idaho Water Resource Board approve the
15 rental pool procedures; and
16

17 NOW, THEREFORE BE IT RESOLVED that the amended Upper Snake River Rental Pool
18 procedures are approved by the Idaho Water Resource Board.

DATED this 21st day of March, 2025.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary

WATER DISTRICT 65

RENTAL POOL PROCEDURES

Approved by the Committee on March 11, 2025 to take effect immediately following approval by Director Weaver and the Idaho Water Resource Board. These procedures will be used for the 2025 season and seasons following or until new changes are approved.

Rental Pool Procedures

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Rental Pool Procedures

WATER DISTRICT 65 RENTAL POOL PROCEDURES

PROCEDURE 1.0 LEGAL AUTHORITY

- 1.1 These procedures have been adopted pursuant to Idaho Code § 42-1765 and IDAPA 37.02.03.040 to assure orderly operation of the Water District 65 Rental Pool.
- 1.2 These procedures shall not be interpreted to limit the authority of the Idaho Department of Water Resources, the Idaho Water Resource Board, Water District No. 65 Advisory Board, or the Watermaster in discharging their duties as prescribed by statute or rule.
- 1.3 These procedures shall be interpreted consistent with Idaho Code, rules promulgated by the Idaho Water Resource Board, relevant provisions of repayment contracts with the United States, and the Snake River Water Rights Agreement of 2004 commonly referred to as the Nez Perce Mediator's Term Sheet dated April 20, 2004.

PROCEDURE 2.0 DEFINITIONS

- 2.1 **Acre-foot:** a volume of water sufficient to cover one acre of land one foot deep and is equal to 43,560 cubic feet.
- 2.2 **Administrative Fee:** a fee of One Dollar and fifty-five cents (\$1.55) per acre-foot assessed by the District on all storage rented through the Rental Pool.
- 2.3 **Assignment:** a written agreement to convey a specific quantity of storage into the Rental Pool for use during a specified period of time.
- 2.4 **Assignor:** a spaceholder who assigns storage to the Common Pool.
- 2.5 **Board:** the Idaho Water Resource Board (IWRB).
- 2.6 **Board Surcharge:** a surcharge equal to ten percent (10%) of the Net Rental Price assessed on all storage rented from the Rental Pool, which is disbursed to the Board. For purposes of these procedures, the surcharge for in-basin rentals under Procedure 6.2.104 (a) and (b) is equal to \$0.49 per acre-foot and for out-of-basin rentals under Procedure 6.2.104 (c) is equal to \$1.95 per acre-foot.
- 2.7 **Committee:** the Advisory Committee of Water District No. 65.
- 2.8 **Common Pool:** storage water made available for rental pursuant to Procedures 5 and 6.
- 2.9 **Department:** the Idaho Department of Water Resources (IDWR).
- 2.10 **Director:** the Director of the Idaho Department of Water Resources.
- 2.11 **District:** Water District No. 65 of the State of Idaho.
- 2.12 **In-Basin Uses:** Beneficial uses with points of diversion above the confluence of the Payette River and the Snake River.

Rental Pool Procedures

- 2.13 **Lessee:** a person who leases storage from a spaceholder pursuant to Procedure 7.
- 2.14 **Lessor:** a spaceholder who leases storage to a person pursuant to Procedure 7.
- 2.15 **Net Rental Price:** The Rental Price less the Administrative Fee and Board Surcharge.
- 2.16 **Non spaceholder:** Someone who does not hold any contractual rights to storage space in the Reservoir System.
- 2.17 **Out-of-Basin Uses:** Beneficial uses with points of diversion below the confluence of the Payette River and the Snake River.
- 2.18 **Person:** an individual, company, association, corporation, partnership, irrigation district, canal company, political subdivision, or governmental agency.
- 2.19 **Reclamation:** the United States Bureau of Reclamation.
- 2.20 **Rental Agreement:** a written agreement to acquire the right to use a specific quantity of storage from the Common Pool for a determinate period.
- 2.21 **Rental Pool:** a market for the exchange of storage operated by the Advisory Committee of Water District No. 65.
- 2.22 **Rental Price:** the fee for rental of storage from the Rental Pool as set forth in Procedure 6.2, which includes the Administrative Fee and Board Surcharge.
- 2.23 **Renter:** a person who rents storage from the Rental Pool.
- 2.24 **Reservoir System:** refers to Cascade Lake, Deadwood Reservoir, Payette Lakes, and the Upper Lakes.
- 2.25 **Space:** all or any portion of the active capacity of a reservoir measured in acre-feet.
- 2.26 **Spaceholder:** the holder of the contractual right to space in the reservoir system, or Reclamation.
- 2.27 **Storage:** water that accrues to reservoir space and is available for use.
- 2.28 **Watermaster:** the watermaster of Water District 65.
- 2.29 **Year:** a calendar year.

PROCEDURE 3.0 PURPOSES

- 3.1 To promote the maximum beneficial use of stored water establish a process and provide incentives, consistent with Idaho Code § 42-1765, through which storage supplies may be made available on a voluntary basis, for rental by persons who need additional water for beneficial purposes.
- 3.2 Maintain adequate controls and priorities to ensure that (a) irrigation uses are provided an opportunity to obtain supplemental storage supplies ahead of non-irrigation uses, (b)

Rental Pool Procedures

existing water rights are not injured, and (c) the use of storage water obtained through the Rental Pool is consistent with the protection of the local public interest and the conservation of water resources within the state of Idaho.

- 3.3 Provide a source of revenue for the District to make improvements in distribution of water and aid in increasing the conservation of water in the Payette River Basin.
- 3.4 To maintain adequate controls, priorities, and safeguards to ensure that existing water rights are not injured and that a spaceholder's allocation is not impacted without his or her consent. To financially compensate an impacted participating spaceholder in the common pool as determined by the procedures developed by the Committee.

PROCEDURE 4.0 MANAGEMENT & APPLICATION PROCESS

- 4.1 **Committee.** The Committee, which shall decide all matters by majority vote, will exercise the following responsibilities:
 - (a) Adopt, and amend as necessary, procedures for operation of the Rental Pool;
 - (b) Provide direction to the Watermaster in the operation of the Rental Pool within the framework of these procedures;
 - (c) Set policies for the investment and disbursement of funds generated by the Rental Pool in conformity with the Public Depository Law, Chapter 1, Title 57, Idaho Code; and
 - (d) Notify the Director and Watermaster of rentals where storage will be moved from the point of diversion, place of use, or purpose of use authorized by the permit, license or decree establishing the storage water right.
- 4.2 **Watermaster.** The Watermaster shall serve as the manager of the Rental Pool and shall take all reasonable actions necessary to administer the Rental Pool consistent with these procedures, which include:
 - (a) accepting assignments of storage into the Common Pool;
 - (b) executing rental agreements on behalf of the Committee;
 - (c) distributing storage rented through the Common Pool;
 - (d) accepting and disbursing funds generated through the rental of storage; and
 - (e) taking such additional actions as may be directed by the Committee.
- 4.3 **Application to Assign Storage to the Common Pool.**
 - 4.3.101 *Contents.* Applications to assign storage to the Common Pool shall be made upon forms approved by the Watermaster, which shall include:
 - (a) the quantity of storage sought to be assigned to the Common Pool;
 - (b) an indication of whether the storage is to be used only for In-Basin Uses; and
 - (c) the date received in the Watermaster's office.

Rental Pool Procedures

4.3.102 *Acceptance.* For purposes of determining the priority of assigned storage under Procedure 5.4, applications shall be deemed conditionally accepted on the date received in the Watermaster's office subject to acceptance by the Committee pursuant to Procedure 5.2.

4.4 **Application to Rent Storage from the Common Pool.**

4.4.101 *Contents.* Applications to rent storage from the Common Pool shall be made upon forms approved by the Watermaster, which shall include:

- (a) the amount of storage sought to be rented;
- (b) the purpose(s) for which the storage will be put to beneficial use;
- (c) the point of diversion identified by legal description and common name;
- (d) a description of the place of use; and
- (e) the date received in the Watermaster's office.

4.4.102 *Acceptance.* For purposes of determining a rental applicant's priority under Procedure 6.1, applications are not deemed accepted until received by the Watermaster together with the appropriate rental fee.

4.5 **Application for Private Lease**

4.5.101 *Contents.* Applications to enter into a private lease shall be made upon forms approved by the Watermaster, which shall include:

- (a) the amount of storage sought to be leased;
- (b) the purpose(s) for which the storage will be put to beneficial use;
- (c) the point of diversion identified by legal description and common name;
- (d) a description of the place of use;
- (e) the date received in the Watermaster's office;
- (f) the agreed upon price (to determine the Board's fee); and
- (g) signature of both Lessee and Lessor and dated

And must be submitted by May 1st of the year it will affect to be considered for approval.

4.5.102 *Acceptance.* Application will be reviewed to determine local public interest. Any leases greater than five years are required to follow Procedure 6.4. All applications are subject to approval by the Committee.

4.6 **Rental Pool Account.**

4.6.101. *Account.* All monies submitted by rental applicants shall be deposited in the Rental Pool Account, which shall be an interest-bearing account maintained by the Watermaster on behalf of the Committee. Rental Pool funds shall be considered public funds for investment purposes and subject to the Public Depository Law, Chapter 1, Title 57, Idaho Code.

4.6.102. *Disbursement of Monies.* Monies in the Rental Pool Account will be disbursed to the District, the Board, and the Assignors in the proportions set forth in these procedures. Accrued interest to the Rental Pool Account shall be disbursed pro-rata to the Assignors at the time payments are made under Procedure 5.6.

4.6.103 *Contingency Fund.* Administrative fees received by the District in excess of actual costs required to operate the Rental Pool shall be maintained by the Watermaster in a separate interest-bearing account to serve as a contingency fund for use by the Committee for the benefit of the District; provided, however, that

Rental Pool Procedures

such use does not conflict with the Idaho Public Depository Law, Chapter 1, Title 57, Idaho code.

PROCEDURE 5.0 ASSIGNMENT OF STORAGE TO THE COMMON POOL

- 5.1 **Assignment of Storage.** Any spaceholder may assign storage to the Common Pool subject to acceptance by the Committee.
- 5.2 **Acceptance by Committee.** The Committee may accept or reject, in whole or in part, an application to assign storage to the Rental Pool and may impose conditions necessary to satisfy the purposes set out under Procedure 3.2. All storage assigned and accepted into the Common Pool shall be under the control of the Committee and Watermaster during the term of the assignment.
- 5.3 **Reservoir Designation.** When an assignor has space in more than one reservoir the assignment shall designate the reservoir from which the storage is assigned.
- 5.4 **Priority of Assigned Storage**
- 5.4.101 *Assignments Made On or Before June 1st.* All storage assigned **to** the Common Pool on or before June 1 shall be rented;
- (a). In-basin first, with the amount determined by the Committee for In-Basin Uses. and,
 - (b). The remainder Out-of-Basin Uses as needed, both on a pro-rata basis.
- 5.4.102 *Assignments Made After June 1st.* All storage assigned **to** the Common Pool after June 1 will be rented;
- (a). In-basin first, with the amount determined by the Committee for In-Basin Uses. and,
 - (b). The remainder Out-of-Basin Uses as needed, on a first-in-first-out basis, but only after all storage assigned under Procedure 5.4.101 has been rented
- 5.5 **Term of Assignment**
- 5.5.101 *Unrented Storage.* All storage assigned to the Common Pool, but not rented by December 31, shall revert to the assignor, unless the assignor executes a written extension.
- 5.5.102 *Unused Storage.* All storage assigned to and rented from the Common Pool, but not put to beneficial use by March 1 of the year following the calendar year in which the storage was assigned to the Common Pool, shall revert to the assignor unless the assignor executes a written extension and the extension is granted by the Committee.
- 5.6 **Payment to Assignors.**
- 5.6.101 *Amount of Payment.* Payment to assignor will be made only if the storage assigned to the Common Pool is subsequently rented. Assignors shall be paid for the amount of storage rented on their behalf for the uses determined by 5.4.101, and 5.4.102
- 5.6.102 *Calculation of Payment.* The Watermaster will calculate the payment due each assignor based on the amount of storage rented for each use calculated by the prices in 6.2.104. and data published in the Annual Report of the Watermaster showing the actual quantity of storage rented from the Common Pool. In the

Rental Pool Procedures

event water is rented after the filing of the Annual Report of the Watermaster; the Watermaster shall file a revised Annual Report to properly represent total Common Pool activity for the reporting period.

5.6.103 *Timing of Payment.* Payments that do not rely on final accounting for calculation can be paid as soon as the money is in the rental account if the spaceholder so chooses to accept it at the time. Payments that rely on final accounting shall be due and payable after the Watermaster has calculated the payments under Procedure 5.6.102

PROCEDURE 6.0 RENTAL OF STORAGE FROM THE COMMON POOL

6.1 **Priority of Rental Applicants.** Storage rented from the Common Pool shall be pursuant to the following priorities:

6.1.101 *First Priority.* On or before June 1, rental of water by space holders for irrigation purposes for In-Basin Uses.

6.1.102 *Second Priority.* After June 1, rental of water for any beneficial purpose.

6.1.104 *Sub-priorities.* Priorities among rental applicants within each priority group, identified above, shall be determined based on the date the rental application is accepted by the Watermaster pursuant to Procedure 4.4; provided, however, during periods of drought or other extraordinary circumstances, with consideration of the local public interest, the Committee may develop additional or alternative procedures for determining sub-priorities among competing rental applications.

6.2 **Rental Prices.** The Rental Price per acre-foot of storage rented from the Common Pool is as follows:

6.2.101 Tier 1 (*In-Basin*) For uses above the confluence of the Payette River and the Snake River by Spaceholders.

6.2.102 Tier 2 (*In-Basin*) For uses above the confluence of the Payette River and the Snake River by Non-spaceholders.

6.2.103 Tier 3 (*Out-of-Basin*) For uses below the confluence of the Payette River and the Snake River.

6.2.104 Fees & Surcharges There shall be added to the rental price for all rentals the Board surcharge and administrative fee, resulting in the following summed amounts charged for rentals for the various tiers described in Procedures 6.2.101 through 6.2.103.

(a) Tier 1: \$4.96+\$0.49+\$1.55= \$7.00

(b) Tier 2: \$4.96+ \$.49+\$1.55= \$7.00

(c) Tier 3: \$19.50+ \$1.95+ \$1.55= \$23.00

Rental Pool Procedures

- 6.3 **Arbitrage.** A person may not assign storage and rent storage in the same calendar year unless an exception is granted by the Committee. In the event an exception is granted by the Committee, the rental price shall equal the amount paid to the person for the prior assignment plus a 10% board surcharge and \$2.30 per acre-foot administrative fee.
- 6.4 **Rentals for Greater than Five (5) Years.** Applications to rent water from the Rental Pool for a period of more than five (5) years shall be submitted to the Board, and separately to Reclamation, for review and approval as a condition of approval by the Committee.

PROCEDURE 7.0 PRIVATE LEASES

- 7.1 **Purposes.** Storage may be leased through the Rental Pool only for beneficial use purposes. A person may not lease storage to a lessee and rent storage in the same calendar year unless an exception is granted by the Committee.
- 7.2 **Payments to Lessor.** The lessor shall receive one-hundred percent (100%) of the lease price.
- 7.3 **Fee & Surcharges.** There shall be added to the lease price the administrative fee and the Board surcharge.
- 7.4 **Lease of Storage from the Bureau Uncontracted Space.** Notwithstanding the limitations set forth in Procedure 7.1, the Bureau may lease storage from its uncontracted space for flow augmentation as identified in Appendix III of the – Mediator’s Term Sheet of the 2004 Snake River Water Rights Agreement, in which case only an administrative fee shall be assessed pursuant to Procedure 2.2.

PROCEDURE 8.0 IMPACTS

- 8.1 **Impacts to Spaceholders resulting from all common pool, and private leases.** To avoid impacts to spaceholders caused by rental pool storage provided under Procedures 5, 6, and 7 in years when any storage reservoir in which any spaceholder rented or leased storage the previous year did not fill, the supplying spaceholder’s storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply previous year leases, assignments, and rentals. If the amount of storage in the reservoir system exceeds the amount necessary to allocate 100% fill to space that wasn’t evacuated to supply leases, assignments, and rentals but is insufficient to allocate 100% fill to all system spaceholders, allocations to lessors’, assignors’, and other space shall occur in the following priorities:
- (a) Storage supplied under Procedure 5, 6, or 7 for beneficial uses with points of diversion above the confluence of the Payette River and the Snake River shall be second to fill.
 - (b) Storage supplied under Procedure 5, 6, or 7 with points of diversion below the confluence of the Payette River and the Snake River shall be last to fill.

**WATER DISTRICT #65 RENTAL POOL
APPLICATION TO RENT STORAGE FROM THE COMMON POOL**

_____ (applicant) hereby requests to rent _____
(acre-feet) of storage from the Water District #65 Rental Pool with the enclosed rental fees
of \$ _____ for the irrigation season 20____. The acceptance and approval of this
rental request by the Water District #65 Watermaster is subject to the adopted Water District
#65 Rental Pool Procedures pursuant to Idaho Code Section 42-1765.

Description of Point of Diversion: _____

Name of River or Stream from which rental is diverted: _____

Canal or Pump Name & location: _____

Place of Use description: _____

Water Right Appurtenant to Lands: _____

Applicant Signature and Address:

Print Name: _____

Signature: _____ Date: _____

Address: _____ Phone: _____

=====

(official use only)

Date Lease Accepted by Watermaster: _____

Watermaster Signature: _____

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF APPROVAL OF AMENDED
RENTAL POOL PROCEDURES FOR THE PAYETTE
RIVER BASIN RENTAL POOL

RESOLUTION TO APPROVE AMENDED RENTAL
POOL PROCEDURES FOR 2025

1 WHEREAS, section 42-1765, Idaho Code and subsections of IDAPA 37.02.030.40, Water
2 Supply Bank Rule 40, authorizes the Idaho Water Resource Board to appoint local committees to
3 facilitate the lease and rental of stored water within rental pools; and
4

5 WHEREAS, the Water District 65 Advisory Committee is the local committee appointed by
6 the Idaho Water Resource Board to facilitate the lease and rental of stored water within the
7 Payette River Basin Rental Pool; and
8

9 WHEREAS, the Water District 65 Advisory Committee has adopted amended procedures
10 for the calendar year 2025, pursuant to which they intend to facilitate the lease and rental of
11 rental pool stored water; and
12

13 WHEREAS, the Director of the Department of Water Resources has reviewed the local
14 committee procedures and may recommend that the Idaho Water Resource Board approve the
15 rental pool procedures; and
16

17 NOW, THEREFORE BE IT RESOLVED that the amended Payette River Basin Rental Pool
18 procedures are approved by the Idaho Water Resource Board.

DATED this 21st day of March, 2025.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary

Memorandum



To: Idaho Water Resource Board
From: Blake Burkard, Planning & Projects Bureau
Date: March 14, 2025
Re: Flood Management Grant Program March 2025 Update

Action: Consider adoption of the attached amended criteria

House Bill 712 of 2018 created a Flood Management Grant Program, administered by the Idaho Water Resource Board (IWRB), to be used for the purpose of flood-damaged stream channel repair, stream channel improvement, flood risk reduction, or flood prevention projects. Criteria for the program was last updated on March 31, 2023.

IWRB staff saw a need to align the application requirements to the scoring criteria and to better clarify procedures of the grant program. These changes were discussed with the IWRB Finance Committee on March 14, 2025. The Finance Committee reviewed the attached criteria and recommended the IWRB adopt the amended criteria.

Staff now propose that the Resolution attached to this memo be adopted by the IWRB, replacing the existing criteria with an amended version.

Attachments:

Resolution w/ Attached Criteria

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF FLOOD
MANAGEMENT GRANTS

RESOLUTION TO ADOPT CRITERIA

1 WHEREAS, House Bill 712 passed and approved by the 2018 legislature created a Flood
2 Management Grant Program administered by the Idaho Water Resource Board (IWRB) to be used
3 for the purpose of flood-damaged stream channel repair, stream channel improvement, flood
4 risk reduction, or flood prevention projects; and

5
6 WHEREAS, the Idaho Water Resource Board (IWRB) last updated the criteria for the award
7 of Flood Management Grants on March 31, 2023; and

8
9 WHEREAS, the IWRB staff has developed updated criteria for the award of Flood
10 Management Grants; and

11
12 WHEREAS, on March 14, 2025, the IWRB Finance Committee reviewed the criteria and
13 recommended the IWRB adopt the attached criteria for the Flood Management Grant Program;
14 and

15
16 NOW, THEREFORE BE IT RESOLVED that the IWRB adopts the attached amended criteria
17 for the award of Flood Management Grants.

DATED this 21st day of March 2025.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
Dean Stevenson, Secretary



IWRB Flood Management Grant Program Criteria

The Idaho Water Resource Board (IWRB) Flood Management Grant Funding Program provides financial assistance on a competitive statewide basis to Flood Control Districts, Drainage Districts, Irrigation Districts, Canal Companies, Municipalities, Counties and other public entities interested in pursuing flood damaged stream channel repair, stream channel improvement, flood risk reduction, and flood prevention projects.

Pursuing flood damage repair and improvement projects can help prevent or reduce flood damage in Idaho's streams and rivers. To be considered for grant funding, entities must be able to provide evidence of flood damage, or evidence of conditions that create the risk of flooding in a stream channel and submit a funding request document outlining the proposed repairs and/or improvements to the stream channel.

Eligible Entities: Flood Control Districts, Drainage Districts, Irrigation Districts, Canal Companies, Municipalities, and Counties. Other public entities are eligible to apply.

Eligible Geographic Area: Statewide

Program Budget: No more than 50% of the total budget may be spent within a single IWRB district. This limit may be waived if there are no competing funding demands.

Funding Details:

- Funding Details: Up to \$200,000 per project; one project per application
- Applicant is responsible for providing permit documentation to IWRB staff
- Costs incurred prior to the grant award date are not eligible for reimbursement
- Project costs related to the installation of road appurtenances (road signs, guard rails, etc.) are not eligible for reimbursement
- Funds may be reallocated if no response is received by the applicant within a calendar year after the grant award date
- Contract term will not exceed 3 years after the grant funding award (date of IWRB Resolution) unless an extension is approved by IWRB or authorized representative

Matching Funds for Projects:

- Entities requesting funding for flood management grant projects must provide at least 50% matching cost-share funding with non-state dollars. Projects that include higher cost share amounts will be prioritized during project evaluations (see evaluation criteria).
- In-kind services can be used for 30% of the total project's costs. Legal/Administrative in-kind services are limited to 5% of total project costs.

- EXAMPLE: For a \$100K project, applicant would have to provide at least \$50K in matching cost share funding. Of the \$50K, the applicant could provide up to \$30K in in-kind services, of which \$5,000 could be in legal/administrative costs, and \$20K in cash to meet the matching cost-share requirement.

Application Requirements: For the grant proposal to be considered, the following documents must be provided:

- A cover letter, on applicant's letterhead, addressed to the IWRB, that includes a brief project summary and the project manager's contact information. The project description should include the funding request dollar amount and expected total project cost.
- Grant application document that includes the following:
 - Project purpose and description of urgency regarding repair or improvement
 - Photographs and description of damage, if applicable
 - Project location (county, water source, PLS and/or Lat/Long), including map
 - Benefits achieved (stream channel repair, stream channel improvement, flood risk reduction, water quality improvement, other ecological benefits)
 - Project timeline, including start and completion date
 - Detailed cost estimates, including all labor and materials. In-kind work must be included in cost estimates.
 - Entity's relevant experience or contractor's relevant experience completing stream channel repair or improvement projects
 - Summary table that documents cost-share percentage for each funding source including in-kind work. If other grants are required to complete the project (USACE, NRCS, FEMA, etc.), include timelines for receiving those funds.
- Documentation that local stakeholders have been consulted. If the project is within an active Flood Control District, the applicant must include a letter of support.
- Conceptual Design Documents
- Required regulatory approval and permit documents; if project has not yet received permit documents, note this in the application document and provide permit timeline.

Evaluation Criteria: Projects that are determined not to be flood-related by staff will be declared ineligible and not scored. To maximize the effective and efficient use of available funds, the applications will be evaluated, scored (*125-point scale*), and ranked according to the following criteria:

First Time Applicant (5 points)

Application Professionalism and Clarity (up to 20 points)

- Cover letter and grant document are well-written and clearly state the goals and objectives of the project (*10 points*)
- Project map clearly shows the project location (*10 points*)

Effectiveness of Project (up to 45 points)

- Urgency of the project is explained (*10 points*)
- The benefits of the project are explained, and are measurable (*20 points*)
- Grant application considers alternatives solutions and explains why the chosen solution is most beneficial (*10 points*)

Readiness of Project (70 points)

- Description of applying entity and project leadership, documentation of expertise in subject matter of project (10 points)
- Documentation of project support from other stakeholders (10 points)
- The project schedule demonstrates the applicant has considered essential milestones (10 points)
- The cost estimate for the project budget is detailed and clearly accounts for all labor and material costs, including in-kind work (10 points)
- Projects that propose matching cost-share amounts above 50% will receive additional points in their score (1 point for each additional 1% up to 20 additional points)

Application Submission:

- Applications can be emailed to IWRBGrants@idwr.idaho.gov. Applications that are emailed must be received by 11:59 pm on the application due date.
- Applications that are mailed must be received by 11:59 pm on the application due date. Mailing address:

ATTENTION: GRANTS TEAM
 IDAHO DEPARTMENT OF WATER RESOURCES
 PO BOX 83720
 BOISE, ID 83720-0098

- Applications can also be dropped off in person on the 6th floor of the Idaho Water Center in Boise. Applications must be dropped off on weekdays, excluding holidays, between the hours of 8:00am and 5:00pm. The Idaho Water Center is located at:

IDAHO WATER CENTER
 322 E FRONT ST STE 648
 BOISE, ID 83702-7371

Grant Process:

- Application deadline on the first Friday of June
- IWRB staff present funding recommendations to IWRB Finance Committee
- Funding awarded at the July IWRB meeting
- IWRB staff will notify project applicants of grant approval and will administer cost-reimbursement contracts
- IWRB will reimburse grantees for project costs upon submittal of funding reimbursement request

Cost-Reimbursement Process:

- Funds will be distributed upon applicant submitting funding reimbursement requests to the IWRB
- Applicant funding requests shall include a cover letter which shall include a description of the project activities, dates for performing the project activities, and contractor or supplier invoices
- In-kind services, labor, and materials must be invoiced to applicant to be eligible for reimbursement
- Invoices should be sent to IdwrPayable@idwr.idaho.gov
- A certificate of project completion shall be issued by the applicant in order to receive final reimbursement

IWRB Districts are as follows:

District No. 1: Boundary, Bonner, Kootenai, Shoshone, Benewah, Latah, Clearwater, Nez Perce, Lewis and Idaho counties.

District No. 2: Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore and Owyhee counties.

District No. 3: Camas, Gooding, Jerome, Twin Falls, Cassia, Blaine, Lincoln, Minidoka, Lemhi, Custer and Butte counties.

District No. 4: Clark, Fremont, Jefferson, Madison, Teton, Bingham, Bonneville, Power, Bannock, Caribou, Oneida, Franklin and Bear Lake counties.

** No more than 50% of the total budget may be spent within a single IWRB district. This limit may be waived if there are no competing funding demands.*

MEMO



To: Idaho Water Resource Board
From: Justin Ferguson
Date: March 5, 2025
Subject: Barber Pool Hydro – Contract Extension of Time

REQUIRED ACTION: The Board will consider approval of a resolution to extend the 1-year period for execution on loan contract IWRB1033 for Barber Pool Hydro

A loan application was received from Barber Pool Hydro proposing to make necessary improvements due to the age of the Barber Dam Hydroelectric Project (Project). Total estimated costs of the Project were approximately \$1,651,000 with grant funding from the USDA Renewable Energy Program to offset a portion of Project costs. The approved loan amount was \$850,670 at 3.33%

Per a representative from Barber Pool Hydro, a dam stability analysis is required as part of the FERC license transfer and is scheduled to be complete in September 2025. Following the submittal, FERC will have 120 days to review the submission, after which the license transfer can be approved and then the review of the design changes can begin. The updated estimate has construction beginning in October of 2026 at the earliest.

At this time an extension through December 2027 has been requested due to extenuating circumstances beyond their control regarding FERC processing time and license requirements.

Attachments:

- Idaho Water Resource Board Resolution 34-2022
- Draft Resolution to Extend Timeframe to Act on IWRB1033

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE BARBER POOL HYDRO
LOAN EXTENSION REQUEST

RESOLUTION TO AUTHORIZE EXTENSION OF
TIME TO ACT ON LOAN FUNDING

1 WHEREAS, in September 2022, Barber Pool Hydro (BPH) submitted a loan application to the
2 Idaho Water Resource Board (IWRB) in the amount of \$850,670 to cover costs for a project to
3 rehabilitate the Barber Dam bypass structure (Project); and
4

5 WHEREAS, the Barber Dam Hydroelectric Project (BDHP), originally constructed in 1905, is
6 located on the Boise River in Ada County, Idaho; and
7

8 WHEREAS, Ada County was statutorily required to take ownership of the BDHP in 1970, and has
9 jointly operated the project in partnership with Fulcrum, a co-licensee on the dams FERC license; and
10

11 WHEREAS, the BDHP bypass is in need of eminent repairs due to the age of the system; and
12

13 WHEREAS, BPH is a qualified applicant, and the proposed Project is eligible for a loan from the
14 IWRB's Revolving Development Account; and
15

16 WHEREAS, the proposed project is in the public interest and is in compliance with the State
17 Water Plan; and,
18

19 WHEREAS, in September 2022, the IWRB approved a loan to BPH (Resolution No. 34-2022,
20 September 2022) in the amount of \$850,670 with a 3.33% interest rate and 20-year repayment term;
21 and,
22

23 WHEREAS, BPH was granted an extension, through March of 2025(Resolution No. 38-2023,
24 September 2023) , to act on the contract due to circumstances beyond their control regarding FERC
25 licensing was approved in September 2023; and,
26

27 WHEREAS, BPH is requesting an additional extension, through December 2027, to act on the
28 contract to continue working through the FERC license process.
29

30 NOW THEREFORE BE IT RESOLVED that the IWRB provides authority to the Chairman of the
31 Idaho Water Resource Board, or his designee, to enter into contracts, to effectuate the loan, with the
32 Company on behalf of the IWRB.
33

34 NOW THEREFORE BE IT FURTHER RESOLVED that the IWRB approves the extension of time to
35 act on loan contract IWRB1033 through December 2027.
36

37 NOW THEREFORE BE IT FURTHER RESOLVED that this resolution and the approval of the
38 extension of time are subject to the following conditions:

- 39
- 40 1) The Company shall comply with all applicable rules and regulations that apply to the
41 proposed Project.
 - 42 2) Prior to the disbursement of any funds, the Company shall comply with all statutory
43 requirements for incurring debt.
 - 44 3) Prior to the disbursement of any funds, the Company will provide acceptable security for the
45 loan to the IWRB.

46
47

DATED this 21st day of March 2025.

Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST _____
Dean Stevenson, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE NORTH SIDE CANAL
COMPANY LOAN REQUEST

RESOLUTION TO AUTHORIZE LOAN FUNDING
TO REPAIR DELIVERY SYSTEM
INFRASTRUCTURE

1 WHEREAS, the North Side Canal Company (Company) submitted a loan application to the Idaho
2 Water Resource Board (IWRB) in the amount of \$5,000,000.00 to cover costs for a project to repair
3 aging delivery system infrastructure (Project); and
4

5 WHEREAS, the Company, located in Jerome County, delivers water for 155,000 acres and
6 approximately 2,200 shareholders in Elmore, Gooding, and Jerome counties; and
7

8 WHEREAS, the Company's delivery infrastructure was constructed in 1908 with improvements
9 being made most recently as 2017; and
10

11 WHEREAS, to remain sustainable for future use and conserve water the Company will need to
12 make repairs and improvements to its aging infrastructure; and
13

14 WHEREAS, total project costs are estimated to be \$7,342,600, of which the Company will cover
15 \$342,600, have been selected for an Aging Infrastructure grant for \$2,000,000, and is requesting a loan
16 for the remaining project costs in the amount of \$5,000,000 from the IWRB; and
17

18 WHEREAS, in December of 2022 the Company passed a resolution to authorize Alan Hansten,
19 General Manager, to submit a loan application for funding for the Project; and
20

21 WHEREAS, the Company is a qualified applicant and the proposed Project is eligible for a loan
22 from the IWRB's Water Management Account; and
23

24 WHEREAS, the proposed Project is in the public interest and is in compliance with the State
25 Water Plan.
26

27 WHEREAS, in January 2023 the IWRB approved a loan not to exceed \$5,000,000 from the Water
28 Management Account at 4.38% interest with a 20-year repayment term under resolution 06-2023; and,
29

30 WHEREAS, in November 2023 NSCC was granted an extension, through December of 2025, to
31 act on the contract under resolution 42-2023.
32

33 WHEREAS, NSCC is requesting an additional extension, through December 2027, to act on the
34 contract to put the project back out for solicitation and begin construction.
35

36 NOW THEREFORE BE IT RESOLVED that the IWRB provides authority to the Chairman of the
37 Idaho Water Resource Board, or his designee, to enter into contracts, to effectuate the loan, with the
38 Company on behalf of the IWRB.

39
40 NOW THEREFORE BE IT FURTHER RESOLVED that the IWRB approves the extension of time to
41 act on loan contract IWRB1038 through December 2027.

42
43 NOW THEREFORE BE IT FURTHER RESOLVED that this resolution and the approval of the loan are
44 subject to the following conditions:

- 45
- 46 1) The Company shall comply with all applicable rules and regulations that apply to the
47 proposed Project.
 - 48 2) Prior to the disbursement of any funds, the Company shall comply with all statutory
49 requirements for incurring debt.
 - 50 3) Prior to the disbursement of any funds, the Company will provide acceptable security for the
51 loan to the IWRB, including but not limited to its water rights and assessment income which
52 the Company collects from its members.

DATED this 21st day of March 2025.

Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST _____
Dean Stevenson, Secretary

Memorandum



To: Idaho Water Resource Board
From: Wesley Hipke, Planning & Projects Bureau
Date: March 17, 2025
Re: Regional Manager Update

Action: no action at this time

Nick Miller will provide an update on activities at the Western Regional office.