



AGENDA

IDAHO WATER RESOURCE BOARD

Board Meeting No. 4-24

WORK SESSION

Thursday, March 28, 2024

8:30 a.m. (MT) / 7:30 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/@iwrbb>

1. Roll Call
2. Social Media Strategy
3. Groundwater Modeling Update
4. Water Supply Meeting
5. Stream and Return Flow Monitoring
6. Rental Pool Procedures
 - a. Water District 01
 - b. Water District 65
 - c. Water District 65K
7. Administrative Rules Update
8. Big Wood GWMA Management Plan Update
9. Potential Legislation of Interest
10. Non-Action Items for Discussion
11. Adjourn

The board will break for lunch at approximately noon.

* 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.



IDWR Social Media Outreach Plan and Strategy



IDAHO DEPARTMENT OF
WATER RESOURCES



Steve Stuebner, IDWR and IWRB
Communications Officer
March 28, 2024

Background

- **Shortly after being appointed by Gov. Little, IDWR Director Mat Weaver directed staff to get started on creating a social media outreach plan in December 2023**
- Megan Jenkins invited staff to serve on an internal social media committee
- Mat asked Steve to develop some initial recommendations on social media outreach for the Department and IWRB
- Steve has over 15 years of experience in managing social media accounts for a variety of clients
- In this presentation, I'd like to share some background information about the Department's social media plan, policies, strategy and content

Why engage in social media?

- The Director's initial thoughts were as follows:
- The Director was receiving criticism from the public that our communications channels were old-fashioned and ineffective for large demographic groups.
- Publicizing IDWR and IWRB projects in social media would provide greater transparency to underline how public funds are being spent on water projects.
- Governor Little wants to see a high level of publicity about IDWR and IWRB projects across all information channels including social media.

IDWR Social Media Committee

- Megan formed a social media committee to plan our social media outreach
- We received interest from all of the Department's Bureaus
- Steve presented some initial recommendations for social media strategy guidelines ...
- Megan and Lacey Rammell-O'Brien from our legal staff drilled down deeper on policy and guidelines to provide detailed guidance to staff on social media outreach ...
- Megan, Lacey, Steve and Mat met several times to refine and finalize our initial social media policies and guidelines in January

IDWR Social media policy and guidelines

Our social media policy and guidelines include things like our general strategy, which includes:

Messaging should follow existing IDWR mission, vision and the State Water Plan:

- IDWR Mission Statement: “To serve the citizens of Idaho by ensuring that water is conserved and available for the sustainability of Idaho’s economy, ecosystems, and resulting quality of life.”
- IDWR Vision Statement: “To achieve excellence in water management through innovation, efficiency, planning, and communication.”
- Key words: Sustainability, Conservation, Planning and Outreach, Modernizing our water infrastructure

IDWR Social media policy and guidelines

- Keep things on the positive - emphasize the positive, sustainable outcomes of our projects
- Less is more ... let the photos or video do the talking as much as possible ...
- Educate the public about who is IDWR and IWRB and what we do ...
- Publicize field activities in a timely manner
- Remind people about events/meetings coming up in a timely manner
- Sharing job posts to help fill job openings – a constant challenge

IDWR Social media policy and guidelines

- Our policy and guidelines include sideboards on what other state and federal agency pages we would “like” and potentially share their content if it’s relevant.
- Our policy and guidelines encourage “liking” the social pages administered by partner groups such as the Idaho Water Users Association
- How to handle negative or defamatory comments in public feedback
- How to handle free speech issues
- Who has permission internally to post content (members of our social media committee)
- Which social media channels we will use to start with ...

Social Media channels



IDWR IT staff created a YouTube account in 2016 for IWRB so we could publicize videos we created about the ESPA, ESPA Managed Recharge program and the 2015 Water Settlement.

Since that time, Jennifer Strange has done a great job managing the IWRB YouTube Channel to record and share IWRB meetings and provide a way for the public to watch IWRB meetings in real-time.

Social media channels



IDWR has had a Linked In page for job-recruiting purposes for the last six years

Social media channels



In our initial discussions about policy and guidelines, the Director decided we should get started with Facebook in 2024

- Facebook has the most engagement in social media and broadest audience nationally and in Idaho
- Idaho has over 650,000 Facebook users (conservative number)
- Nearly all Idaho state agencies have a Facebook page for sharing news and information about who they are and what they do
- Facebook allows more opportunity to provide in-depth information with text and images to educate readers

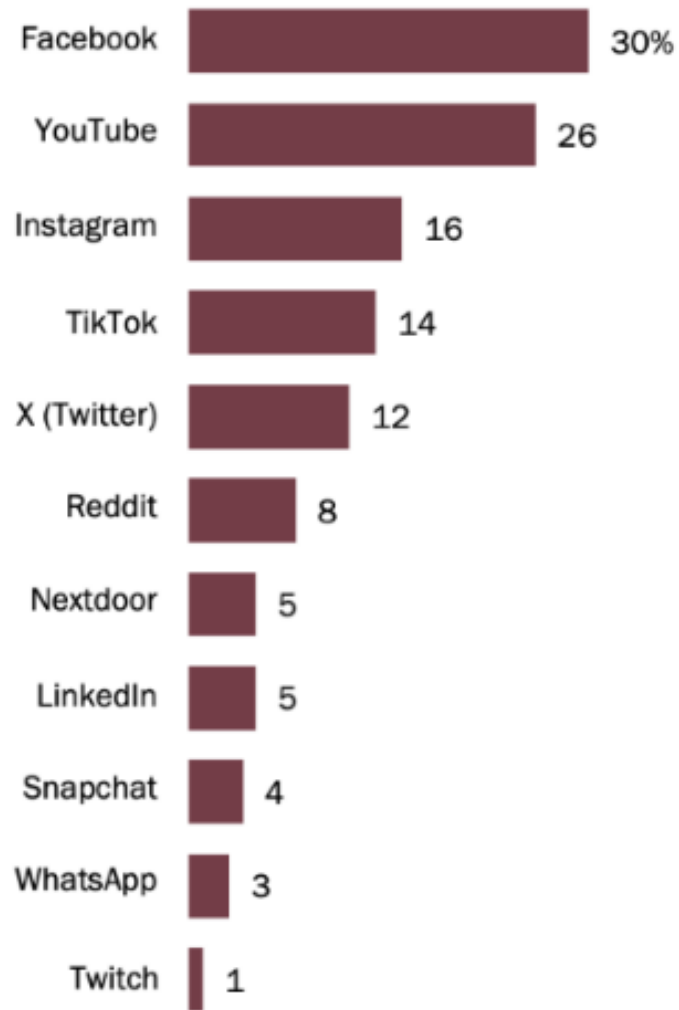
Current trend

Traditional ways of sharing information are losing market share to social media



News consumption by social media site

% of U.S. adults who **regularly** get news on each social media site

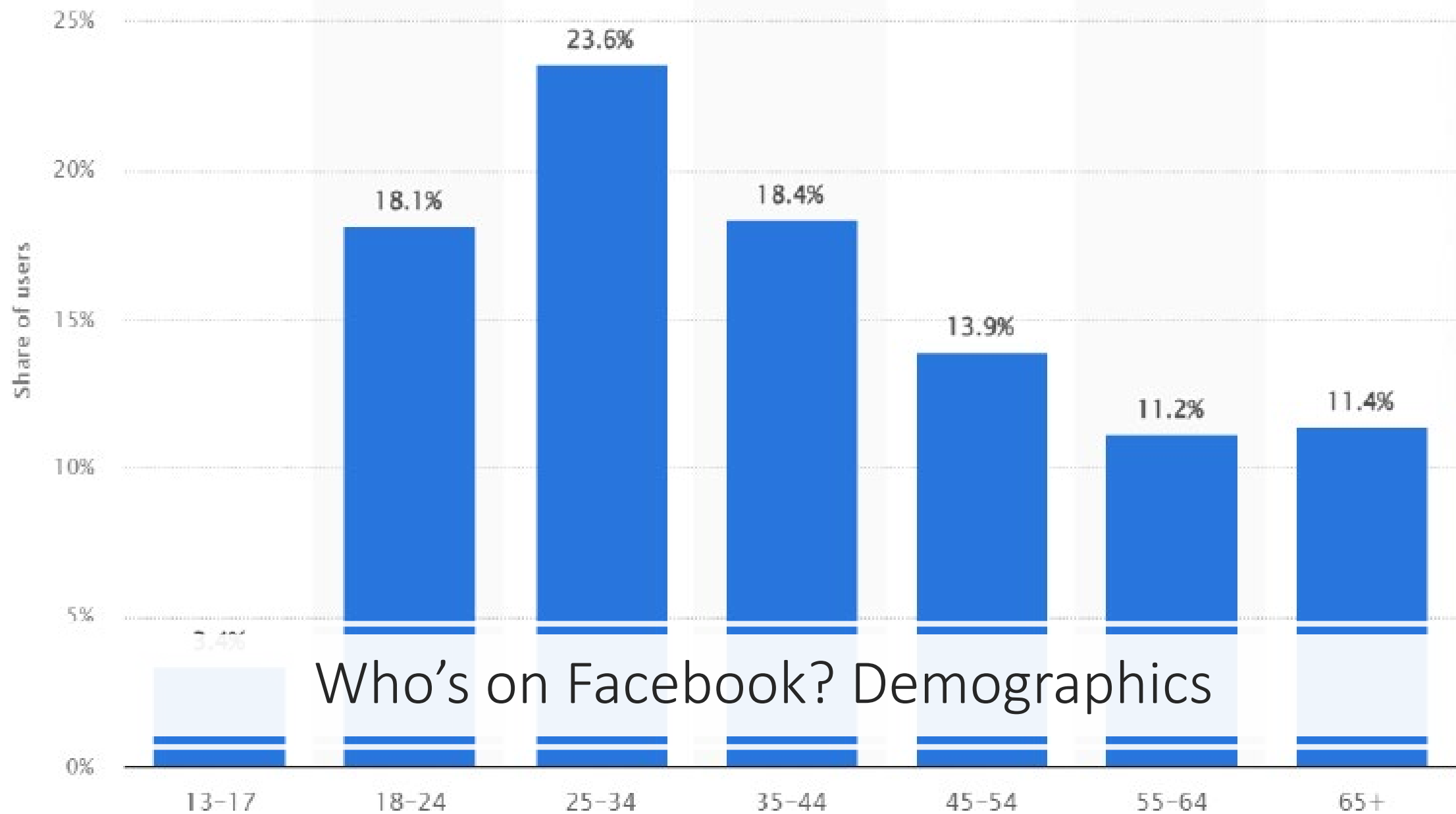


Source: Survey of U.S. adults conducted Sept. 25-Oct. 1, 2023.

PEW RESEARCH CENTER

- **Social media channels**
Engagement and demographics

Source: Pew Research Center 2023



Who's on Facebook? Demographics

Who are we trying to reach?

- State Legislators and policy makers
- Idaho water users
- General public
- Target demographic – college graduates to retirees
- Male/female

IDWR Social Media Committee

- Megan Jenkins set up the IDWR Facebook page and provided approvals for members of the IDWR social media committee to post content on the page.
- We have designated people from each Bureau in IDWR who post content after receiving approval from their Bureau Chief. All posts must be pre-approved.
- Jennifer Strange and Kensey Thorneycroft have developed some cool design ideas and standards for our content
- After the Director approved the internal policy and guidelines, the IDWR social media committee met in late January to formalize our plan for moving forward.
- We launched the Facebook page in the first week of February 2024

Initial content ideas for the Facebook page

- Share snowpack SWE maps on a weekly basis
- Share graphics from the monthly Idaho Water Supply Committee meetings
- Job openings
- Dates for upcoming IDWR or IWRB public meetings
- Share information from IDWR field work
- Share information, photos and video from PR events showcasing Aging Infrastructure Grant projects or Regional Water Sustainability Projects

Let's take a look at the IDWR Facebook page and see what we've posted so far ...

And we'll also take a quick tour of some other state agency pages and the IWUA Facebook page

Potential posting topics for IWRB Facebook

- What is the Idaho Water Resource Board, and what do they do?
- Upcoming IWRB meetings and subcommittee meetings
- Weekly ESPA recharge updates (while recharge is occurring in the fall and spring)
- Aging Infrastructure Grant project profiles
- IWRB press releases
- IWRB videos
- Cloud-seeding updates
- Special IWRB-Gov Little PR events ... next event will be a ground-breaking in May for the Mountain Home pipeline project - More that \$550M has been appropriated to IWRB since 2019 for water projects.
- Basically, we'd be sharing the same information we share with water users and the general public ... in a social media platform.

Questions?





Groundwater flow modeling update

Presented to the Idaho Water Resource Board by Sean Vincent
March 28, 2024



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Overview

- GW modeling process
- Status of groundwater modeling projects
 - ✓ Existing groundwater flow models (4)
 - ✓ Ongoing projects (5)

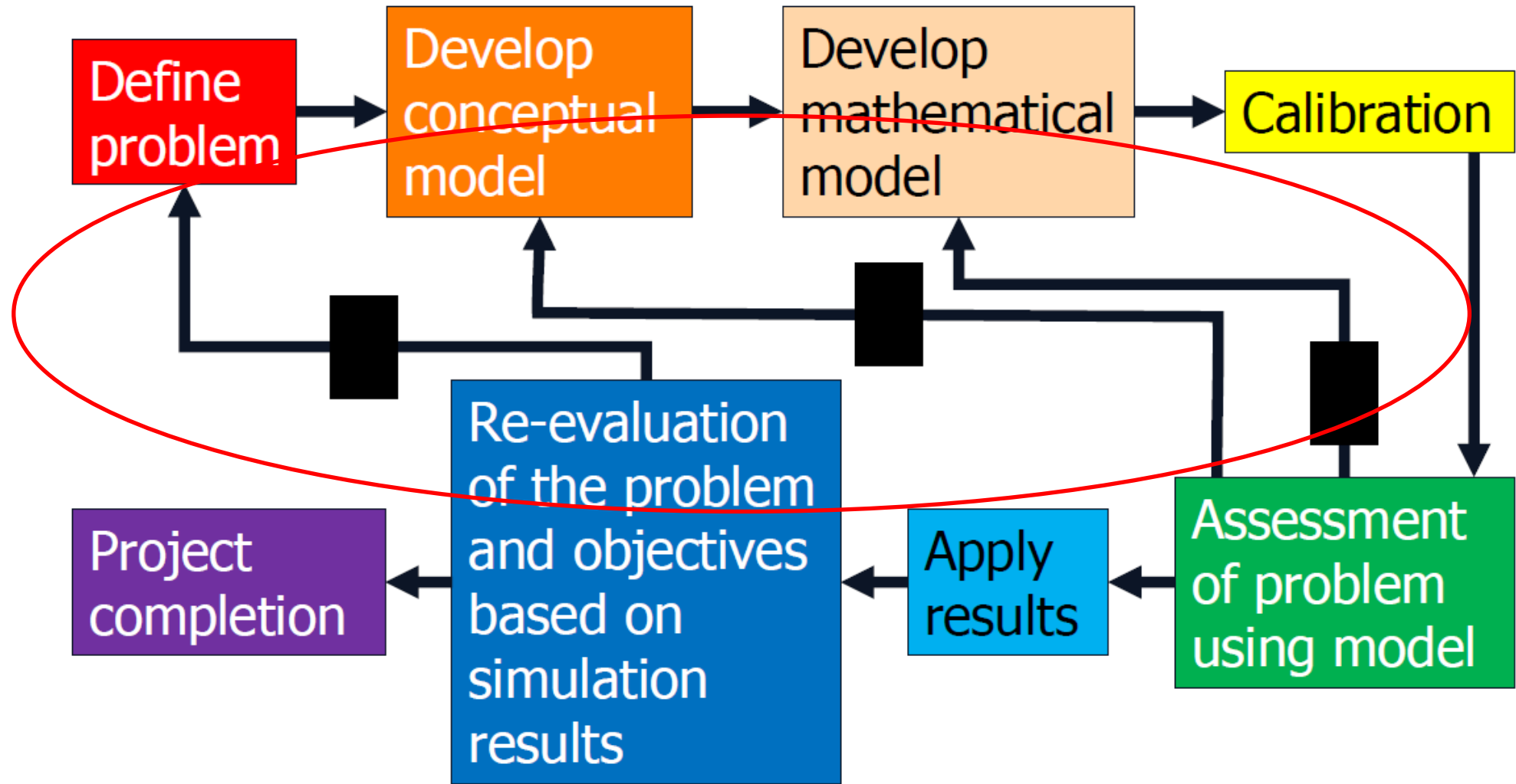


GW Modeling Process

- Define problem/establish modeling objectives
- Data collection/conceptual model development
 - ✓ Geology, water level, streamflow, diversion, seepage survey, precip, & METRIC ET data
- Numerical model construction and calibration
- Model application
 - ✓ Conjunctive administration & planning
- Model recalibration (~ 1X/5 yrs.) to maintain status as “best available science”



GW Modeling Process (USGS)



GW Modeling Process (Project Manager)



Existing GW Flow Model #1 - SVRP

- EPA sole source aquifer
- Interstate resource
- Model developed by USGS in collaboration w/ the states
- Data collection ongoing but model recalibration on hold by agreement w/ State of Washington DOE
 - ✓ Discussed IWAC proposal at annual meeting in January 2024



Existing GW Flow Model #2 - ESPAM

- Consensus vote to adopt version 2.2 at October 2020 ESHMC meeting
 - ✓ v2.2 response functions incorporated into Swan Falls Predictive Tool
 - ✓ ESPA Transfer Tool also updated w/ v2.2
 - ✓ Incorporating v2.2 response functions into Upper Snake RiverWare model
- Next ESHMC meeting May 11, 2024
- ESPAM v2.3 expected 2025



ESPAM v2.3

Overview

Rectangular Grid

- ▶ Test calibration run with revised ET processing and calibration methods decided on in last meeting
 - ▶ *buff90inET_mile_004*
- ▶ Test calibration runs with 1/4-square mile grid
 - ▶ Incorporating geologic mapping near Kimberly to King Hill rim
 - ▶ Extension of water budget and calibration targets through WY2021
 - ▶ Additional T and Sy pilot points near Kimberly to King Hill rim

Existing GW Flow Model #3 - WRV

- Version 1.0 documented in 2016
- Version 1.1 documented in 2019
 - ✓ Incorporates high frequency head & flow measurements collected between 2011 and 2014 & extends calibration period to 20 years (Jan 1995 - Dec 2014)
 - ✓ Applied to evaluate pumping curtailment scenarios for Basin 37 matter
 - ✓ Applied to evaluate water management actions for GWMA Management Plan
- Kicked off 2nd model recalibration w/ MTAC meeting in March 2022



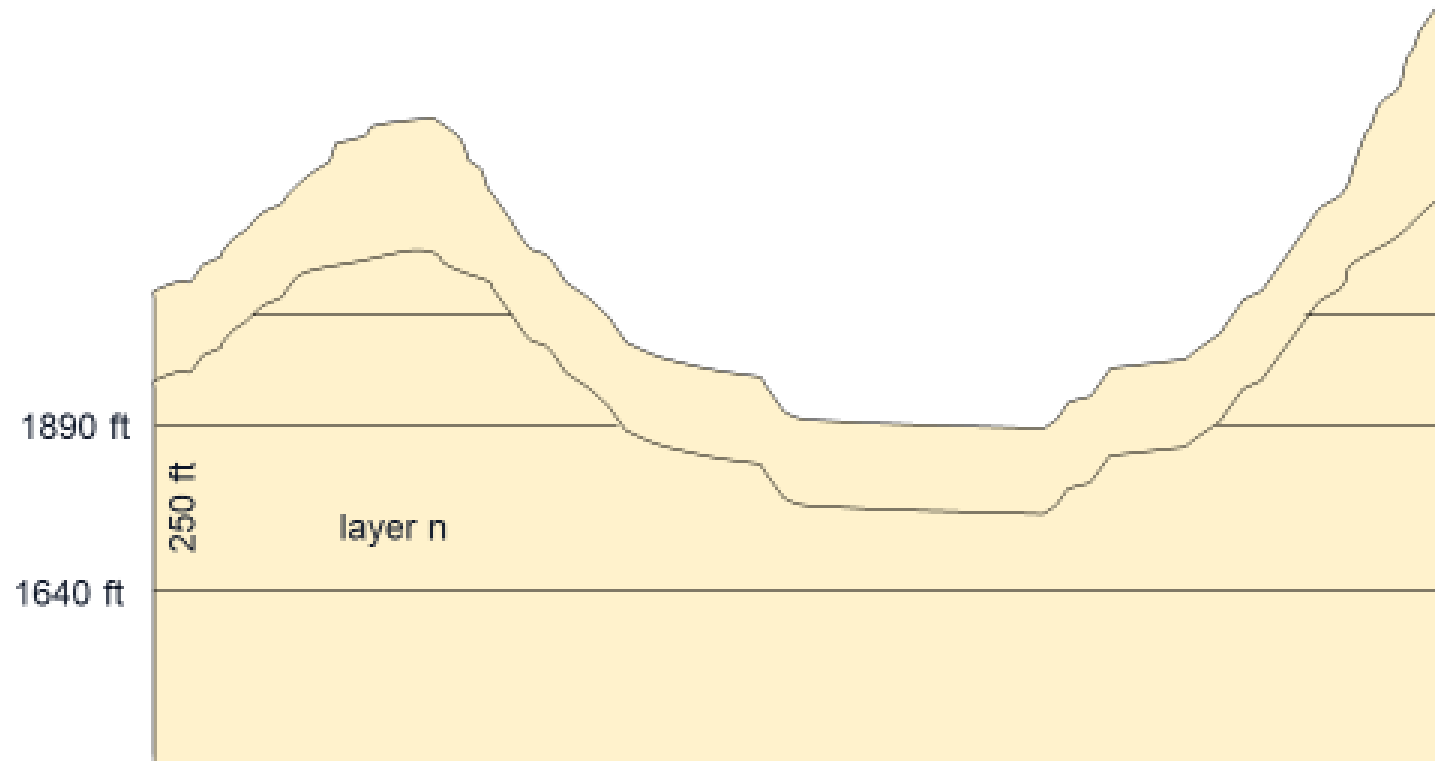
Existing GW Flow Model #4 – Treasure Valley

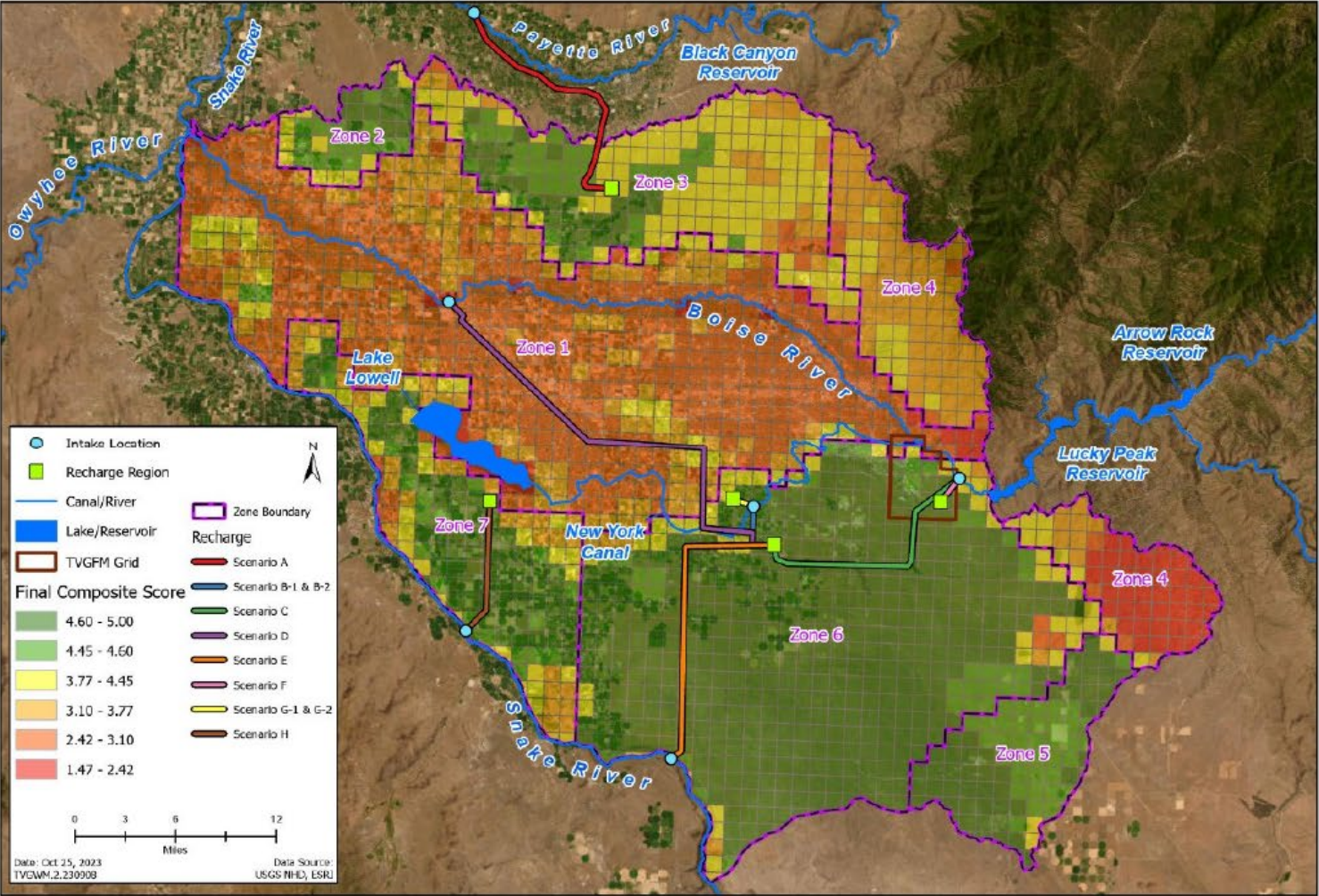
- New transient model released January 2023
 - ✓ Training class in March 2023
- First application of new model is re-running IWRB recharge scenarios
 - ✓ 10 scenarios
- Next steps
 - ✓ Data gathering ongoing to support model recalibration (i.e., “care & feeding”)
 - Recalibrate using NY canal seepage estimates
 - ✓ Proposal to combine TV model w/ future model of Mountain Home Plateau



Existing Model #4 - 6-layer model w/ layering based on geology and vertical water level gradients

Flow model
layer





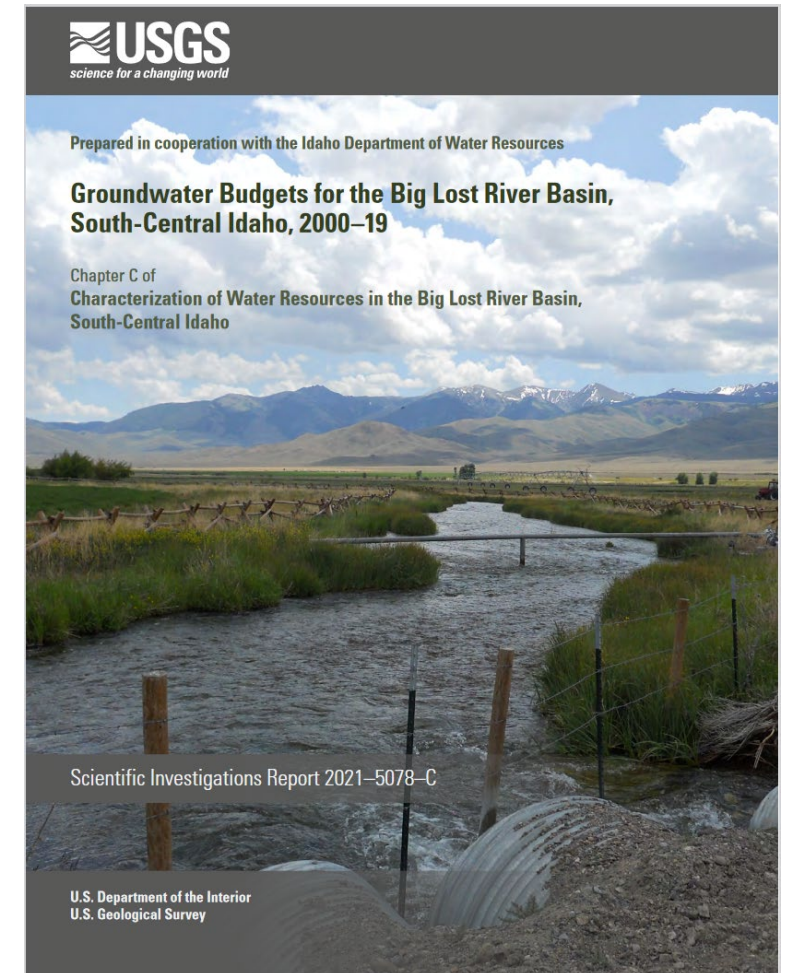
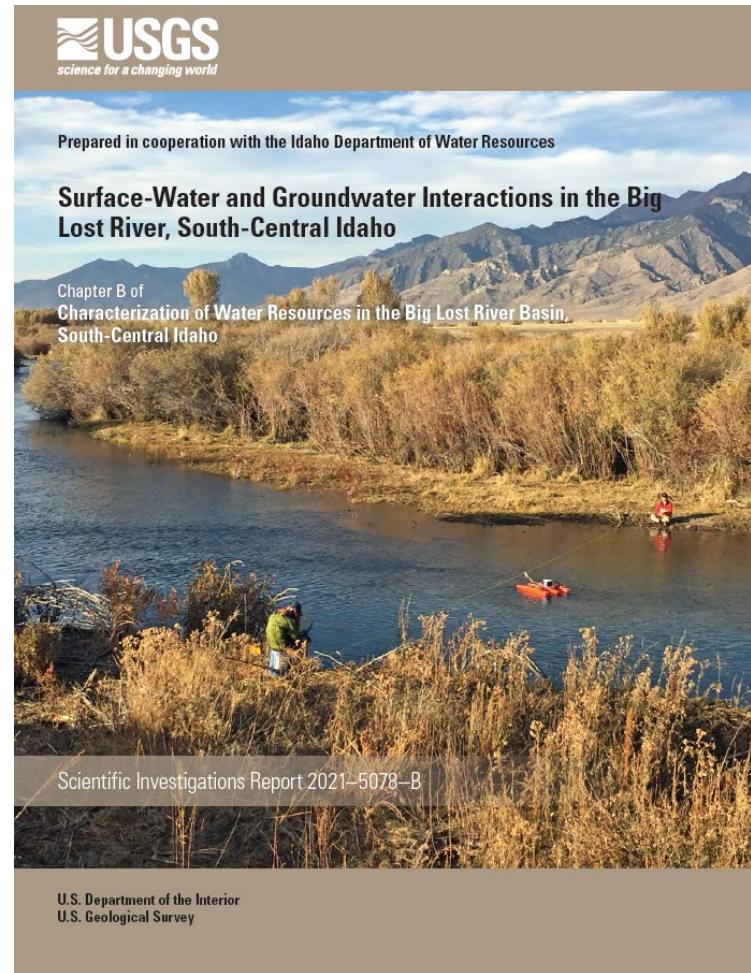
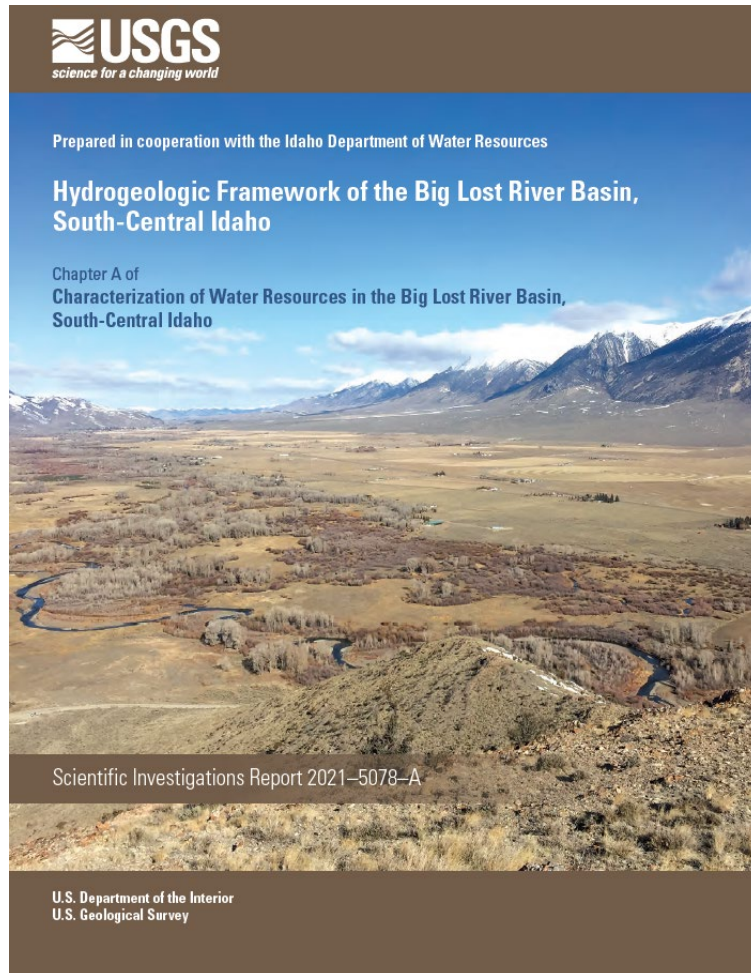
Modeling Approach ¹					
Scenario	Water Source/ Intake Location	Recharge Water Volume	Period of Water Availability	Pumped Flow Rate (cfs)	Recharge Rate (ft./day)
		(Annual KAF)			
A	Payette River (below Letha)	72	Jan 1 - Dec 31	100	0.308
B-1	Boise River/New York Canal	48	Sep 1 - Apr 30	100	0.205
B-2	Boise River/New York Canal	18	Apr 1 - Sep 30	50	0.077
C	Boise River (below Diversion Dam)	48	Sep 1 - Apr 30	100	0.205
D	Boise River (near Caldwell)	72	Jan 1 - Dec 31	100	0.308
E	Snake River (below Murphy)	54	Nov 1 - Jul 31	100	0.231
F	Boise River (below Diversion Dam)	48	Sep 1 - Apr 30	100	0.205
G-1	Boise River/New York Canal	48	Sep 1 - Apr 30	100	0.205
G-2	Boise River/New York Canal	18	Apr 1 - Sep 30	50	0.077
H	Snake River (below Murphy)	54	Nov 1 - Jul 31	100	0.231

Ongoing Project #1 – Big Lost

- Aquifer system is tributary to ESPA
- Big Lost water users
 - ✓ Petitioned Director to establish CGWA in 2016
 - ✓ Petitioned for GWMA (instead of CGWA) in 2017
- Initiated 3-component hydrogeologic study by the USGS & IGS in 2018 using DOE SEP #2 funds
- 3 USGS Scientific Investigation Reports published



Big Lost River Basin Reports



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Ongoing Project #1 – Big Lost (cont'd)

- Other work products from hydrogeologic investigations
 - ✓ Water level monitoring report February 2022 (IDWR)
 - ✓ Surface and Ground Water Quality report July 2022 (IDWR)
 - ✓ Water level contour map September 2023 (USGS)
 - ✓ Update of J. Sukow's 2017 memo in review → publish as OFR
- Initiated collaborative 3-year groundwater modeling project July 2022
 - ✓ Kickoff MTAC meeting on Nov 16, 2022
 - ✓ 5th MTAC meeting on February 14, 2024
 - ✓ Next MTAC meeting on May 15, 2024, in Moore

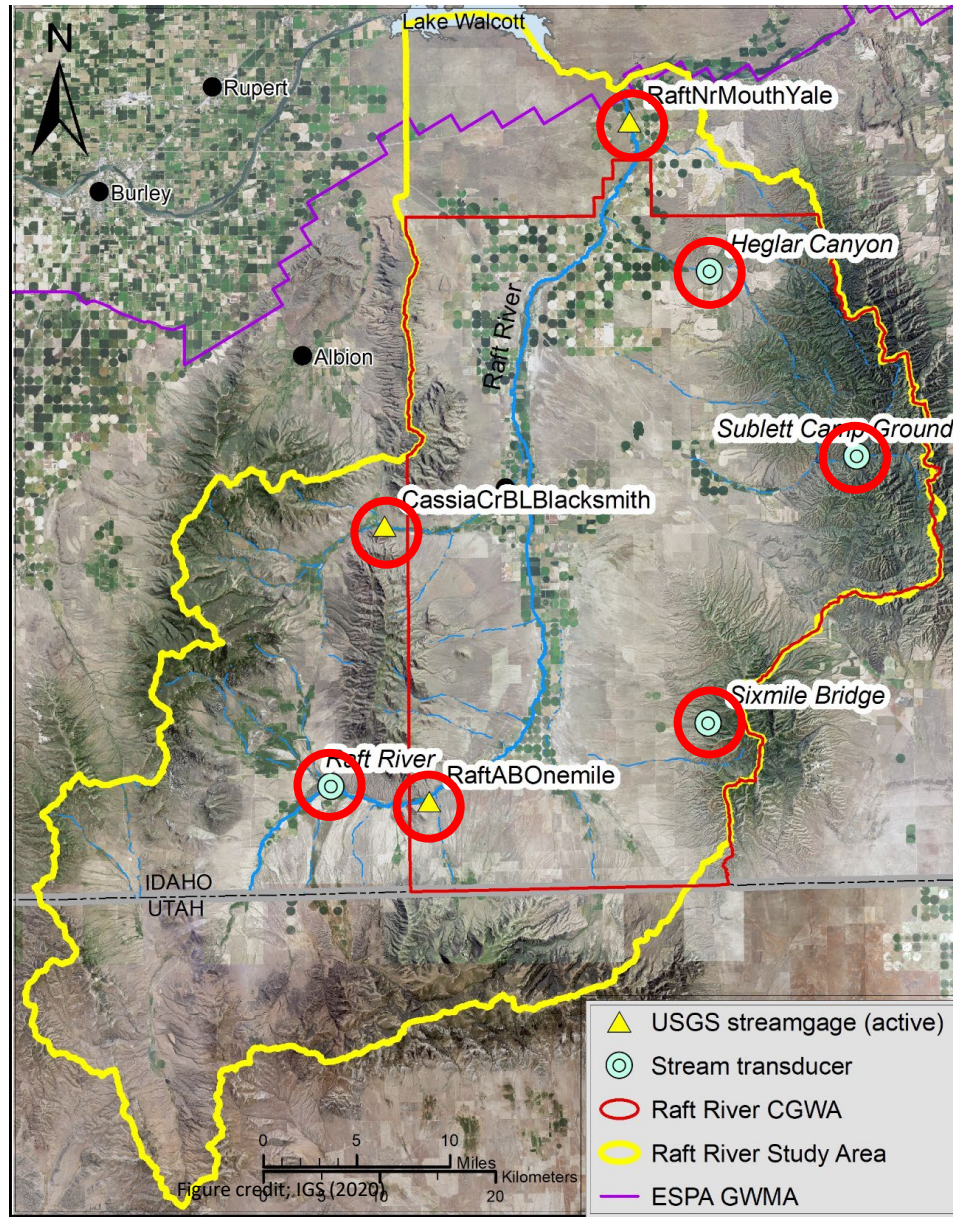


Ongoing Project #2 – Raft River

- CGWA designated in 1963
- Nearing completion of 4-yr study of hydrogeology/water resources
- ~50/50 cost share between IWRB and US DOE
 - ✓ \$832 K from US DOE for well drilling (12 wells)
 - ✓ IWRB funding for development of Water Budget and Hydrogeologic Framework by IGS and for expansion of surface water monitoring network by IDWR



Ongoing Project #2 – Raft River (cont'd)



Surface water monitoring instrumentation

- Existing USGS streamgage
 - ✓ Raft River (above Onemile)
- 2 new USGS streamgages
 - ✓ Raft River (nr mouth)
 - ✓ Cassia Creek
- Pressure transducers (4 sites)

Ongoing Project #3 – Mtn Home Plateau

- Mountain Home Plateau contains a CGWA and a GWMA
 - ✓ Groundwater level declines of ~120 feet during recent 35-yr period in the Cinder Cone CGWA (~3.5 ft/yr)
 - ✓ Groundwater level declines of ~50 feet over the same 35-yr period near the Air Force Base (~1.4 ft/yr), which is in GWMA



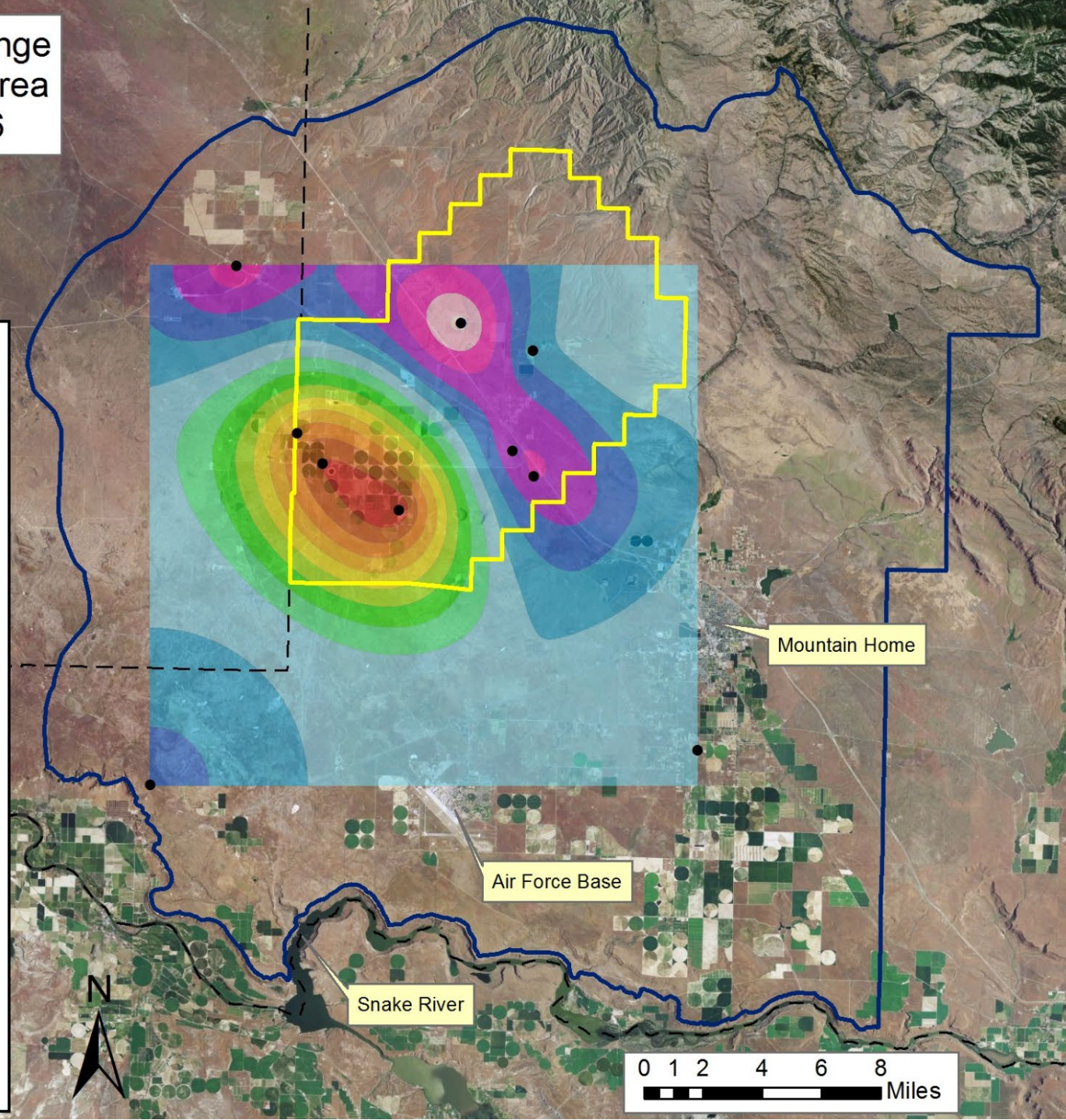
Groundwater Level Change in the Mountain Home Area Fall 1981 to Fall 2016

Legend

- IDWR Monitoring Wells
- Cinder Cone Butte CGWA Boundary
- Mountain Home GWMA Boundary
- - - County Boundary

Water Level Change (ft)

- Declines 120 to 130
- Declines 110 to 120
- Declines 100 to 110
- Declines 90 to 100
- Declines 80 to 90
- Declines 70 to 80
- Declines 60 to 70
- Declines 50 to 60
- Declines 40 to 50
- Declines 30 to 40
- Declines 20 to 30
- Declines 10 to 20
- Declines 0 to 10
- Rises 0 to 10
- Rises 10 to 20



Elmore County Request to Expand the Treasure Valley Groundwater Model to the Mountain Home Plateau

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MAY 21, 2021

TERRY SCANLAN, P.E., P.G.
SPF WATER ENGINEERING, LLC

Ongoing Project #3 - Mtn Home Plateau (cont'd)

- Board approved resolution at the January 2022 meeting to move ahead with 4-yr study of the Mtn Home Plateau
 - ✓ JFA w/ USGS for Hydrogeologic Framework and Water Budget
 - ✓ Separate JFA for spring and fall water level synoptic measurements
- IDWR's GIS staff delineating irrigated lands
- Installing 5 new monitoring wells during 2024 field season
 - ✓ Borehole geophysics in selected wells
- Working with USGS to develop a JFA for model development



Ongoing Project #4 – Camas Prairie

- BWRGWMA Advisory Committee Term Sheet included provision to petition IDWR Director to initiate study of Camas Prairie aquifer system
 - ✓ Camas Prairie w/in BWRGWMA
 - ✓ On average, ~1/3 of Magic Reservoir inflow comes from Camas Creek
 - ✓ Focus of study is to determine/document impacts of groundwater pumping on flow in Camas Creek & fill of Magic Reservoir



Ongoing Project #4 – Camas Prairie

- BWRGWMA Advisory Committee Term Sheet included provision to petition IDWR Director to initiate study of Camas Prairie aquifer system
 - ✓ Camas Prairie w/in BWRGWMA
 - ✓ On average, ~1/3 of Magic Reservoir inflow comes from Camas Creek
 - ✓ Focus of study is to determine/document impacts of groundwater pumping on flow in Camas Creek & fill of Magic Reservoir
- JFA w/ USGS for 4-year study of surface and groundwater resources finalized March 2023



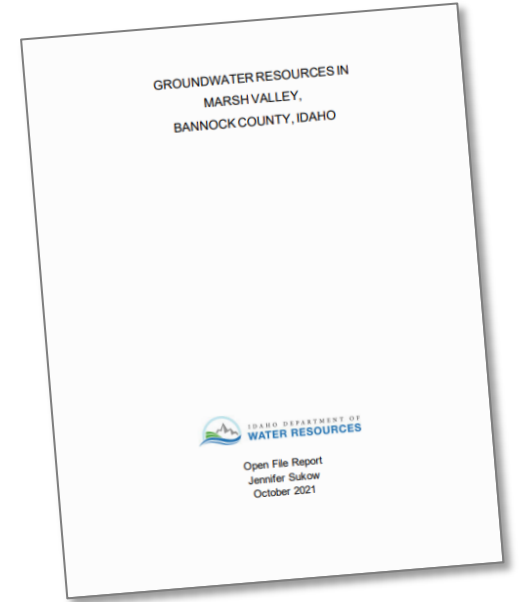
Ongoing Project #4 – Camas Prairie

- Scope of work
 - ✓ Monthly streamflow measurements during runoff (IDWR)
 - ✓ Synoptic water level measurements spring and fall 2025 (USGS & IDWR)
 - ✓ Hydrogeologic Framework (USGS)
 - Rockworks geologic model
 - ✓ Water budgets for aquifer and reservoir (USGS)
 - ✓ 5 new monitoring wells w/ borehole geophysics in 2024
- Coordinating w/ USGS and water user representative to provide project status update meeting in Fairfield
- 2-page project summary on IDWR website



Ongoing Project #5 – Portneuf

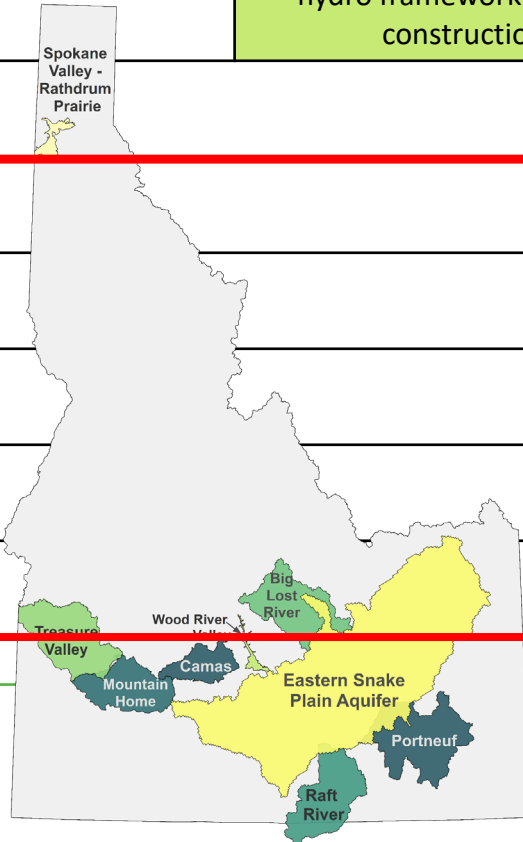
- Impetus for study is April 2021 request from SWC to administer surface water rights in WD29 w/ Snake River rights in WD01
- Open-file report in October 2021 (Sukow)
 - ✓ Recommended hydrologic monitoring to support conj. management
- Investigation focused on watershed above Portneuf Gap
 - ✓ Delineate aquifer boundaries (IDWR)
 - ✓ Upgrade monitoring network (add wells and data loggers)
 - ✓ Water level synoptic (Fall 2024, Spring 2025, Fall 2025)
 - ✓ New streamgages (USGS)
 - ✓ Seepage surveys (Fall 2024, Spring 2025, Fall 2025)
 - ✓ Water budgets (USGS) for wet, dry, and average year



Marsh Creek nr McCammon (credit: USGS)

Groundwater Modeling & Basin Characterization Studies

	Fiscal Year																	
ACTIVE/PROPOSED MODELING PROJECT	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Spokane Valley - Rathdrum Prairie Aquifer	SVRP 1.0																	
Eastern Snake Plain Aquifer	ESPAM 1.1			ESPAM 2.0 / ESPAM 2.1								ESPAM 2.2				ESPAM 3.0		
Wood River Valley				hydro framework / model construction				WRV 1.0			WRV 1.1			WRV 1.2				
Treasure Valley								hydro framework / model construction				TV 1.0				TV 1.1		
Big Lost River										hydro framework (DOE SEP #2)			model construction			BL 1.0		
Raft River													hydro framework (DOE SEP #3)		model construction?			
Mountain Home Plateau														hydro framework		model construction		
Camas Prairie															hydro framework (term sheet component)			
Portneuf														hydrologic investigation				



Questions?



Memorandum



To: Idaho Water Resource Board (IWRB)
From: Cynthia Bridge Clark, Planning & Projects Bureau
Date: March 25, 2024
Re: Water Supply Meeting Update

ACTION: No action requested at this time

David Hoekema will provide updates from the most recent Water Supply Meeting.



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IDWR's Eastern Snake Plain Surface Water Monitoring Program

Collin Macheel, PG
Hydrologist

Tito Sanabria
Telemetry Engineer

Idaho Department of
Water Resources



Little Wood River, Station 10

Presentation Outline



- Data collection purpose
- Program and collaboration overview
- Equipment and methods
- IDWR's telemetered network
- Data infrastructure
- Future work

Purpose and Overview



Data collection purpose:

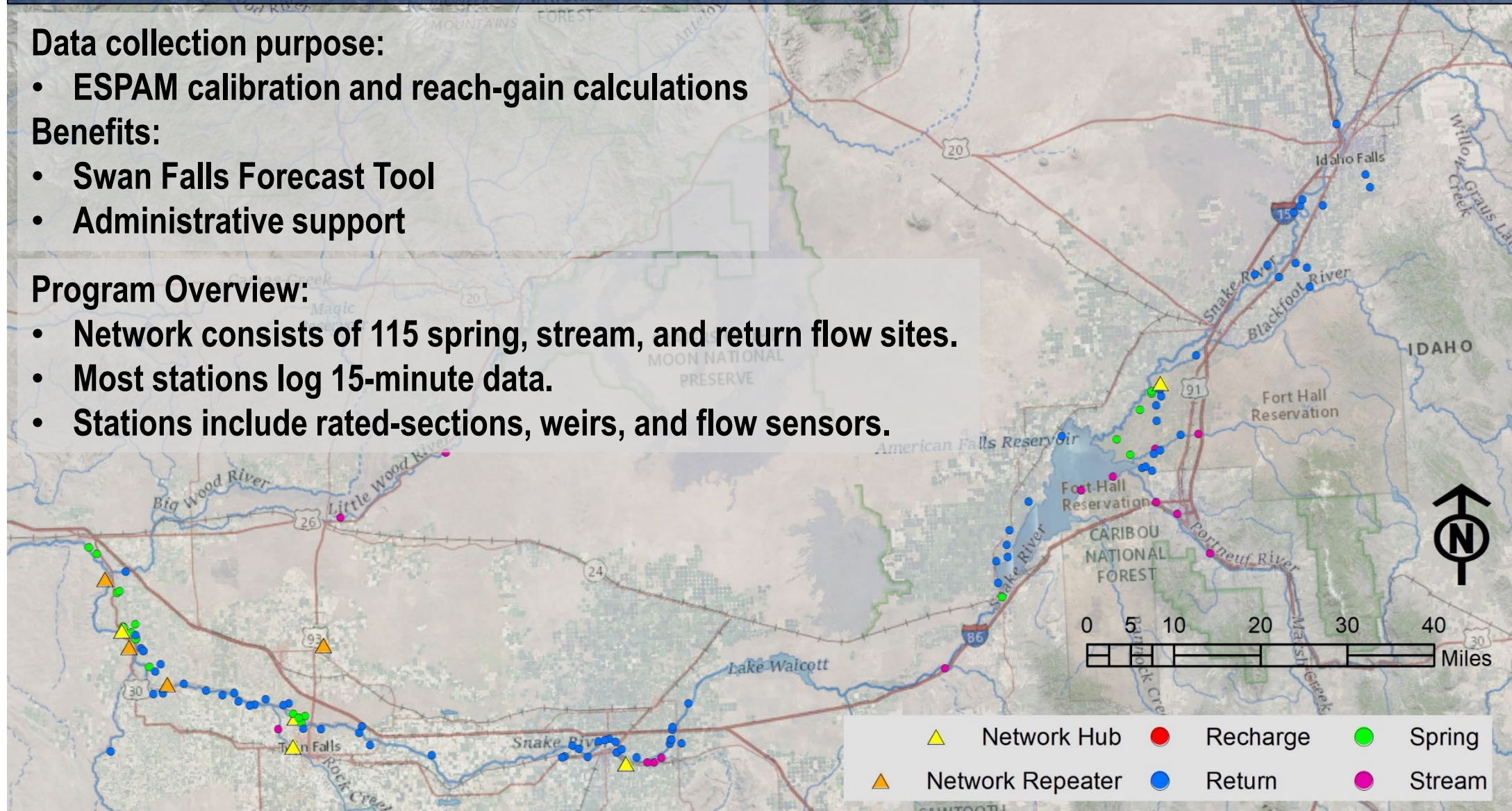
- ESPAM calibration and reach-gain calculations

Benefits:

- Swan Falls Forecast Tool
- Administrative support

Program Overview:

- Network consists of 115 spring, stream, and return flow sites.
- Most stations log 15-minute data.
- Stations include rated-sections, weirs, and flow sensors.



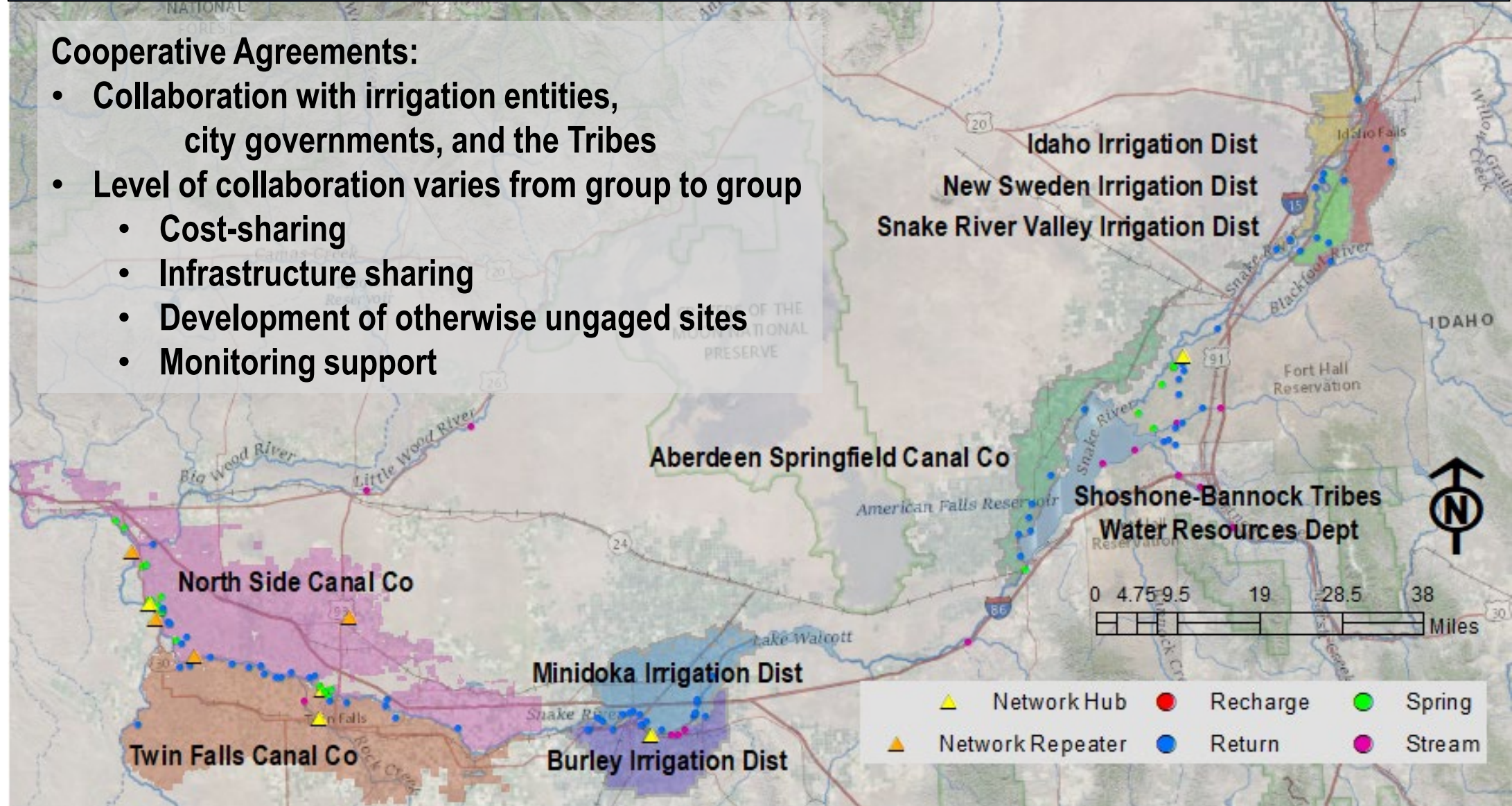
- | | | |
|--------------------|------------|----------|
| △ Network Hub | ● Recharge | ● Spring |
| △ Network Repeater | ● Return | ● Stream |

Cooperative Agreements



Cooperative Agreements:

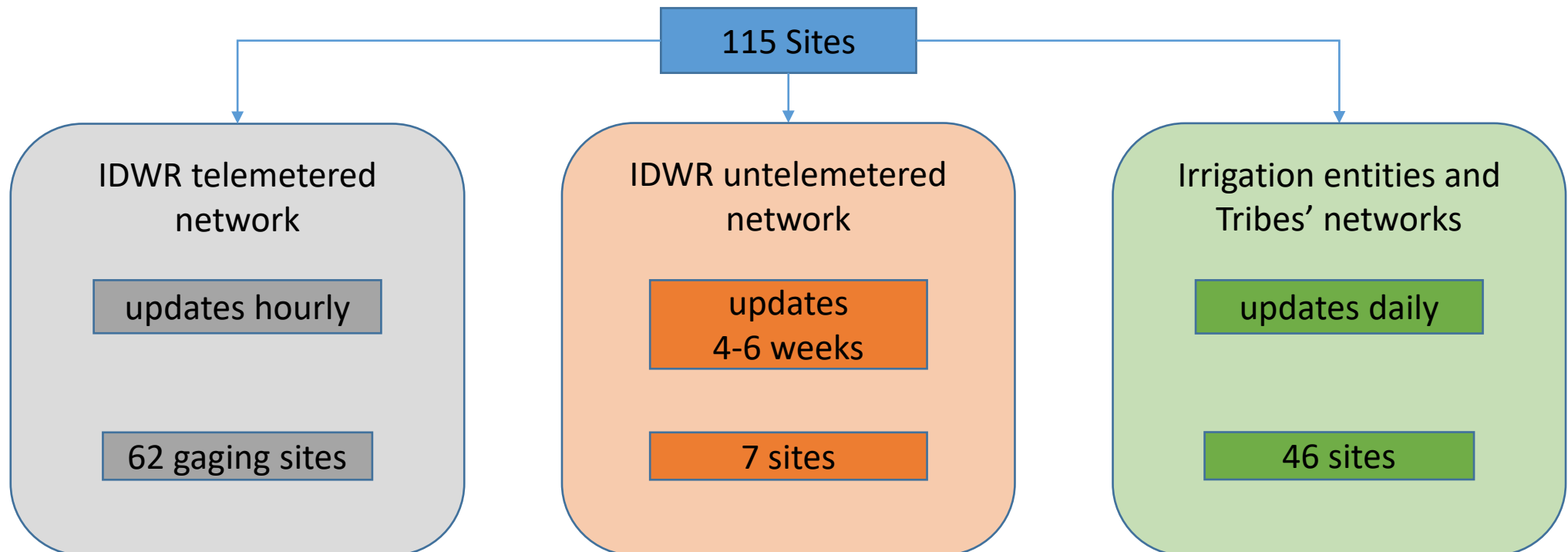
- Collaboration with irrigation entities, city governments, and the Tribes
- Level of collaboration varies from group to group
 - Cost-sharing
 - Infrastructure sharing
 - Development of otherwise ungaged sites
 - Monitoring support



Methods and Equipment



- 108 of 115 sites are telemetered (up from 26 sites in 2015)
 - IDWR directly maintains 62 sites by radio and cellular telemetry
 - Along with 9 standalone repeater or hub sites
 - IDWR's network transfers data hourly to Boise
- The remaining sizable untelemetered sites in IDWR's network will be brought online later this season
- The remaining 46 sites operate on irrigation district, canal company, and Tribes' networks
 - Data from the irrigation entities and Tribes are transferred nightly to the server in Boise

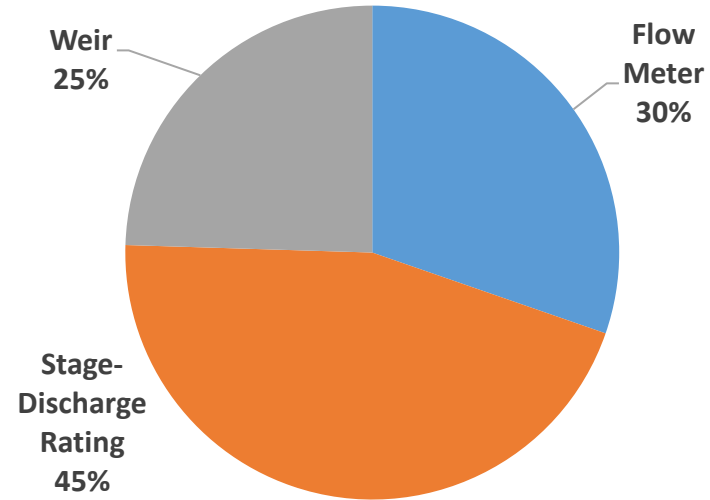


Methods and Equipment

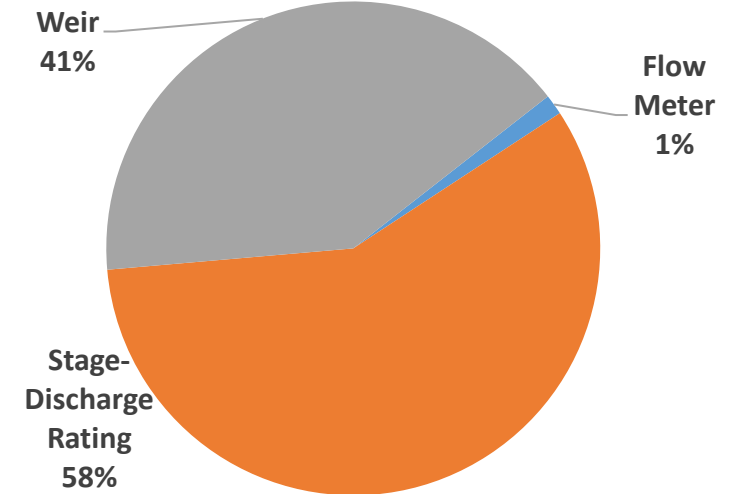


Discharge Method by
% flow measured

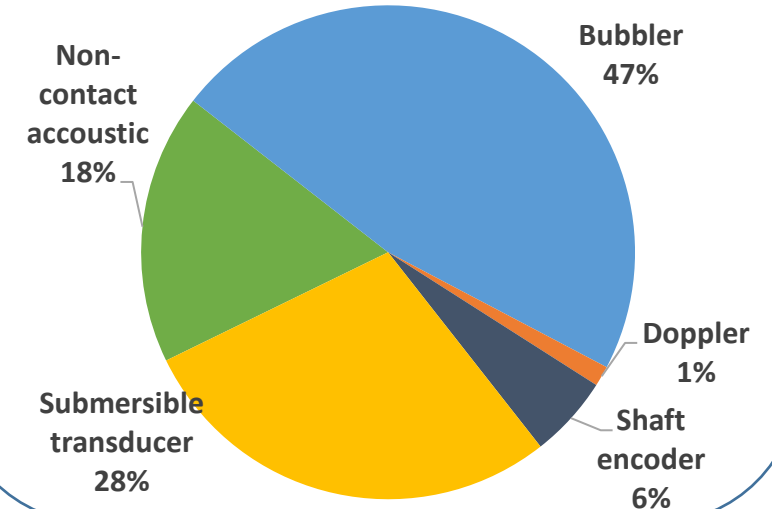
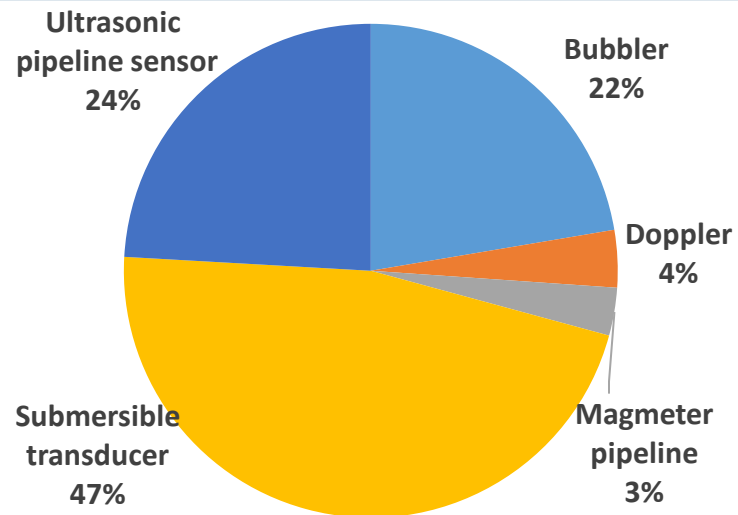
Springs



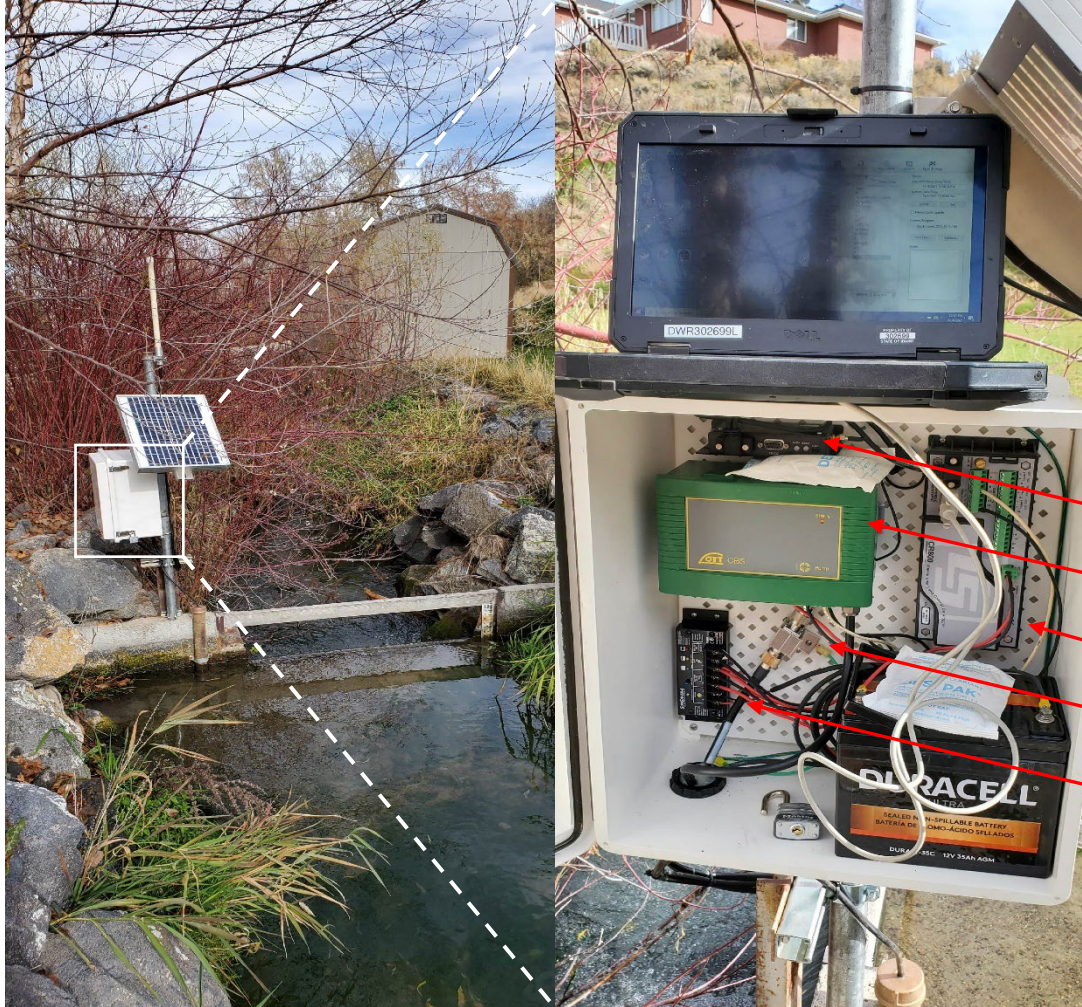
Returns and Streams



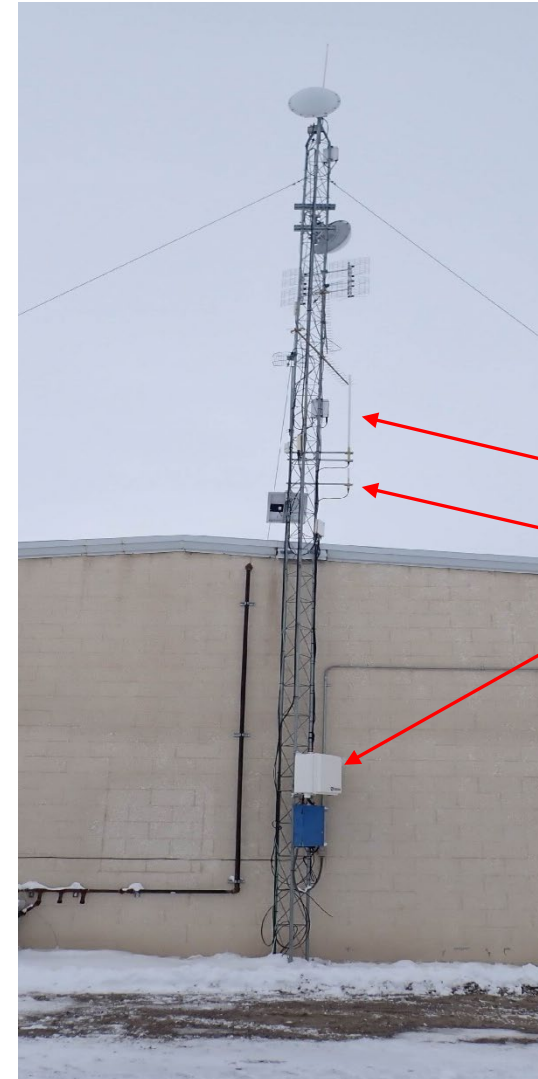
Equipment by
% flow measured



Methods and Equipment

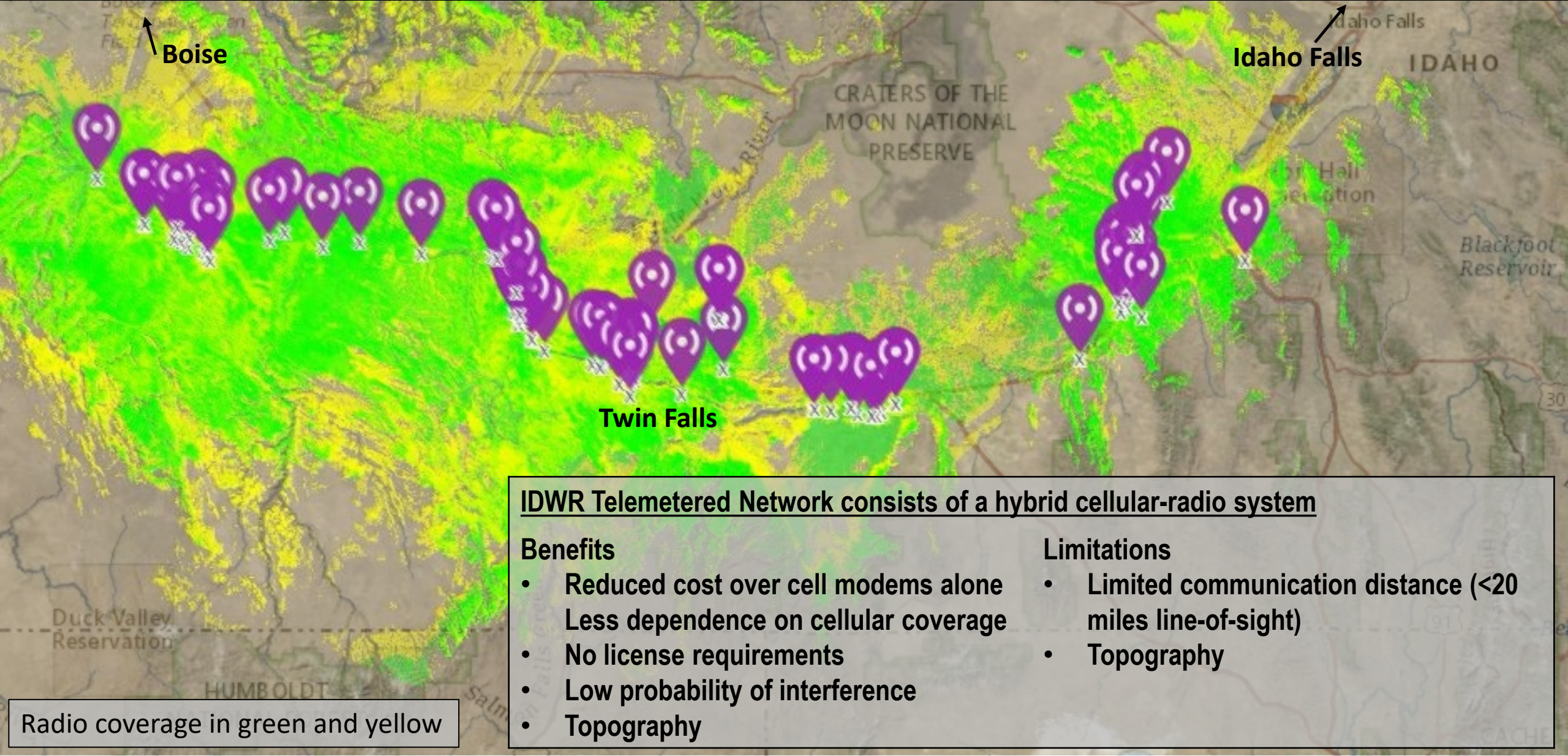


- Radio
- Sensor
- Logger
- Polyphaser
- Charge-controller



- Radio antenna
- Cellular antenna
- Power and hardware

IDWR's Telemetered Network



Boise

Idaho Falls

Twin Falls

IDWR Telemetered Network consists of a hybrid cellular-radio system

Benefits

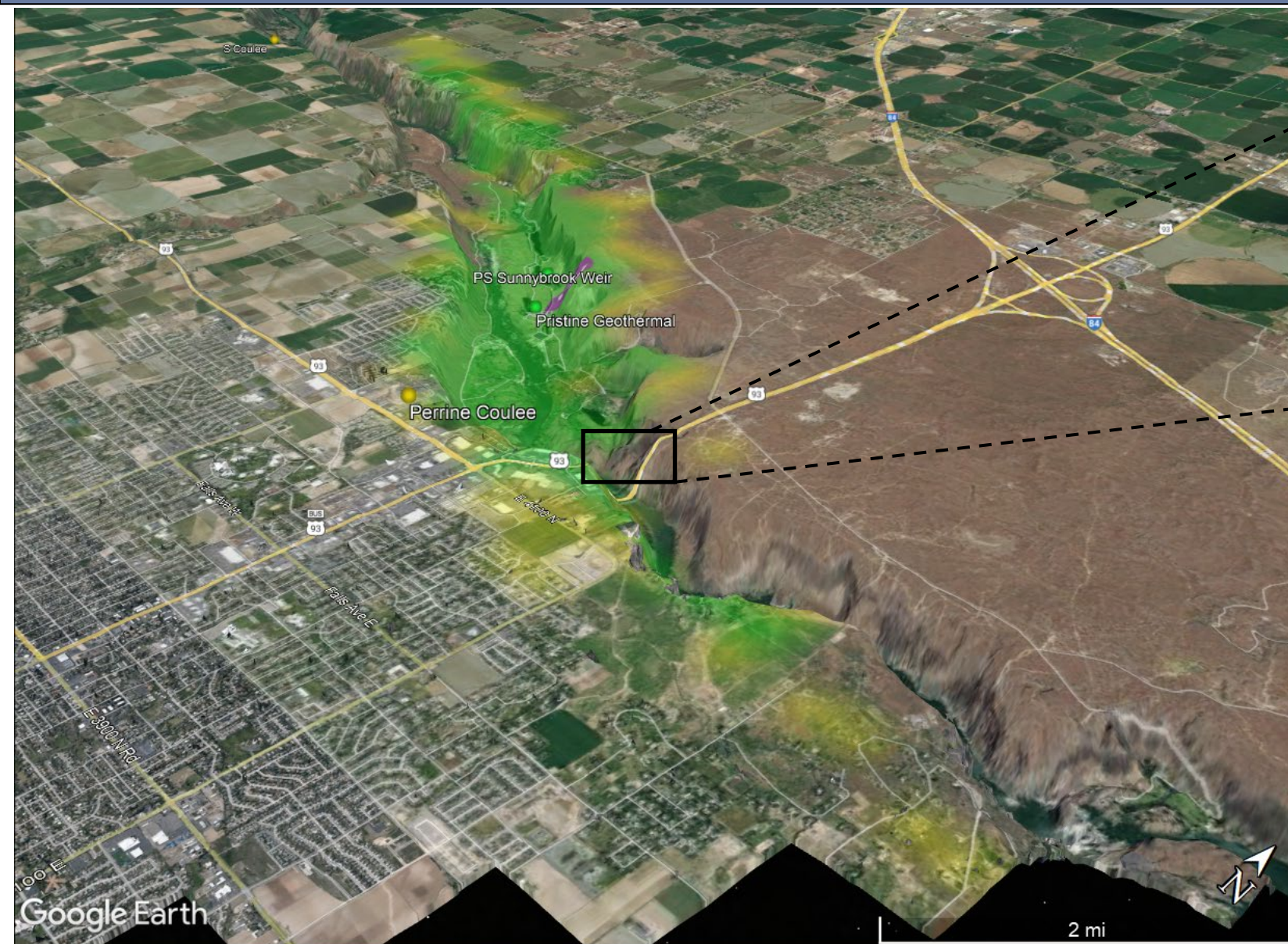
- Reduced cost over cell modems alone
- Less dependence on cellular coverage
- No license requirements
- Low probability of interference
- Topography

Limitations

- Limited communication distance (<20 miles line-of-sight)
- Topography

Radio coverage in green and yellow

IDWR's Telemetered Network

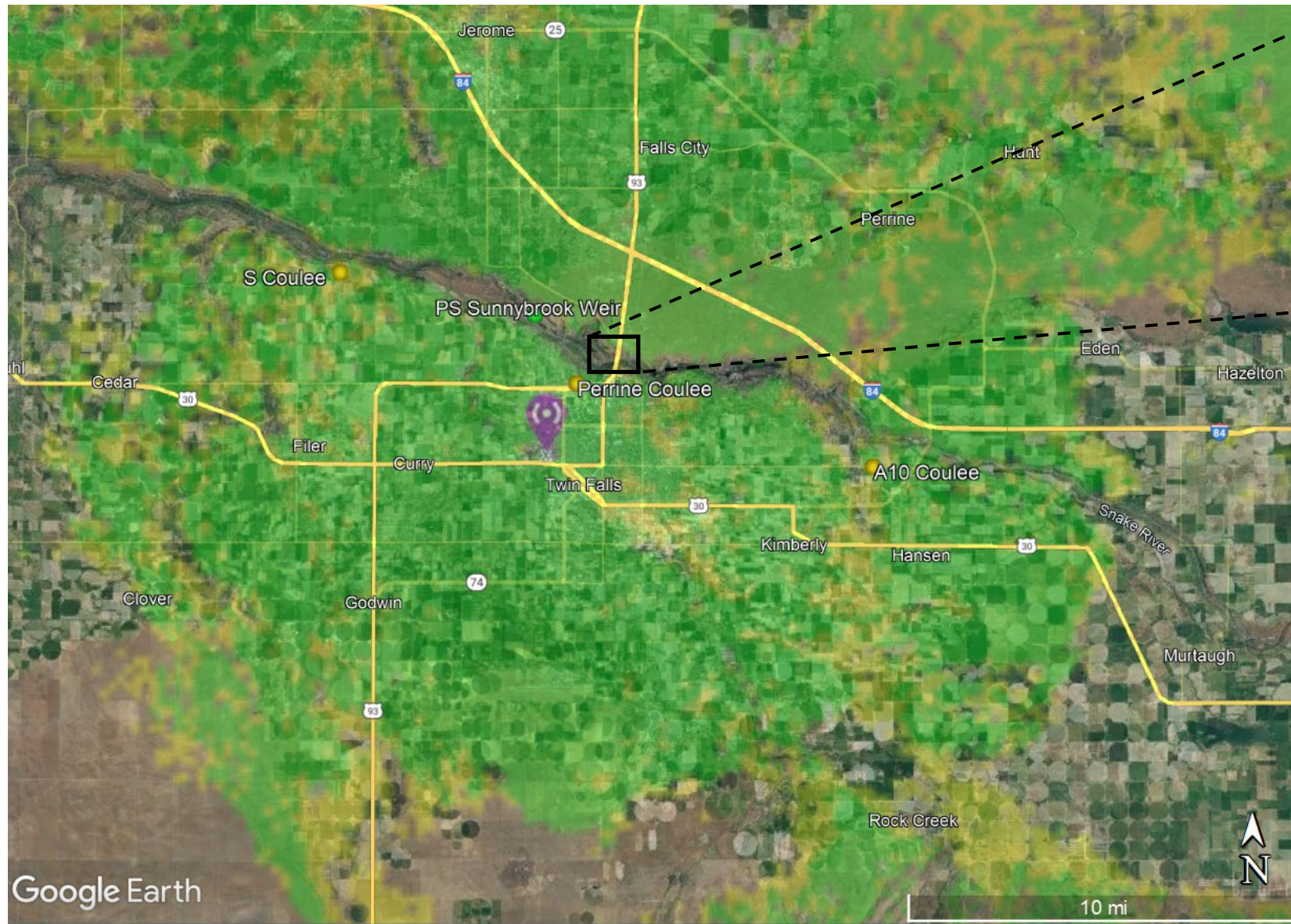


Modeled communication (in green) from a hub within the canyon.

Illustrates line-of-sight communication and challenges of topography.



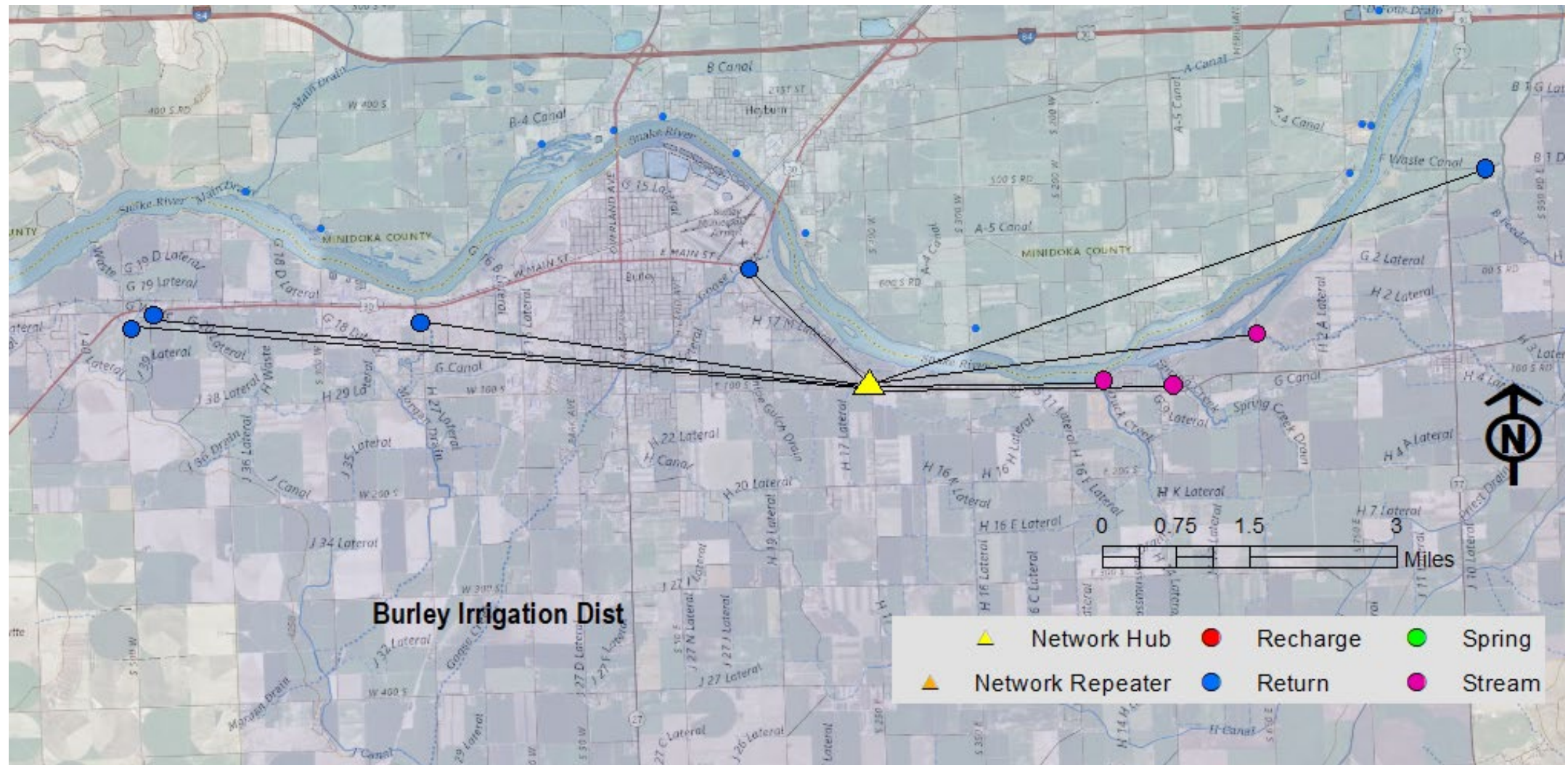
IDWR's Telemetered Network



There are also benefits to topography, which make new site additions potentially easier.



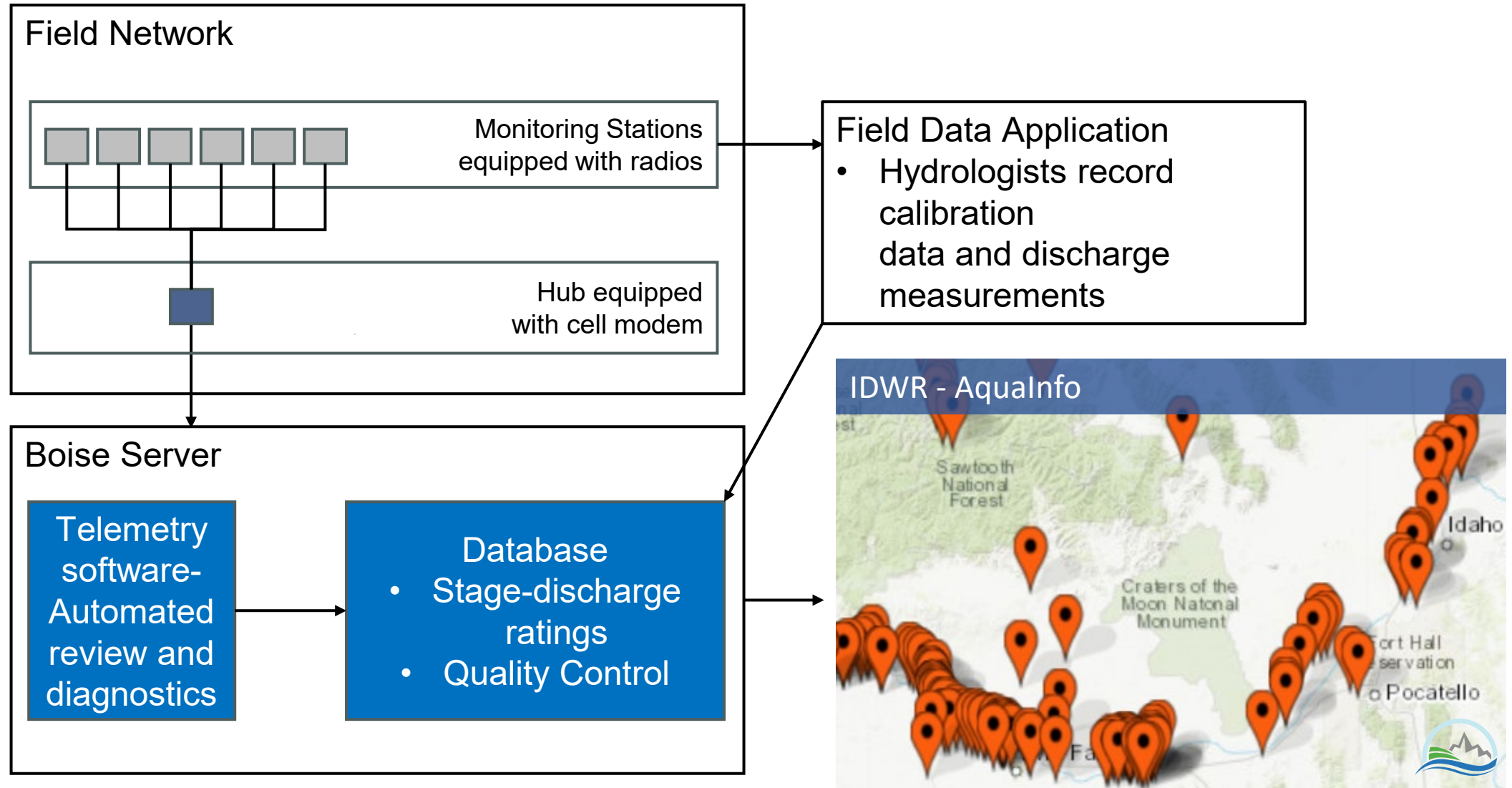
IDWR's Telemetered Network



Typical network layout, Burley Irrigation District used as an example.

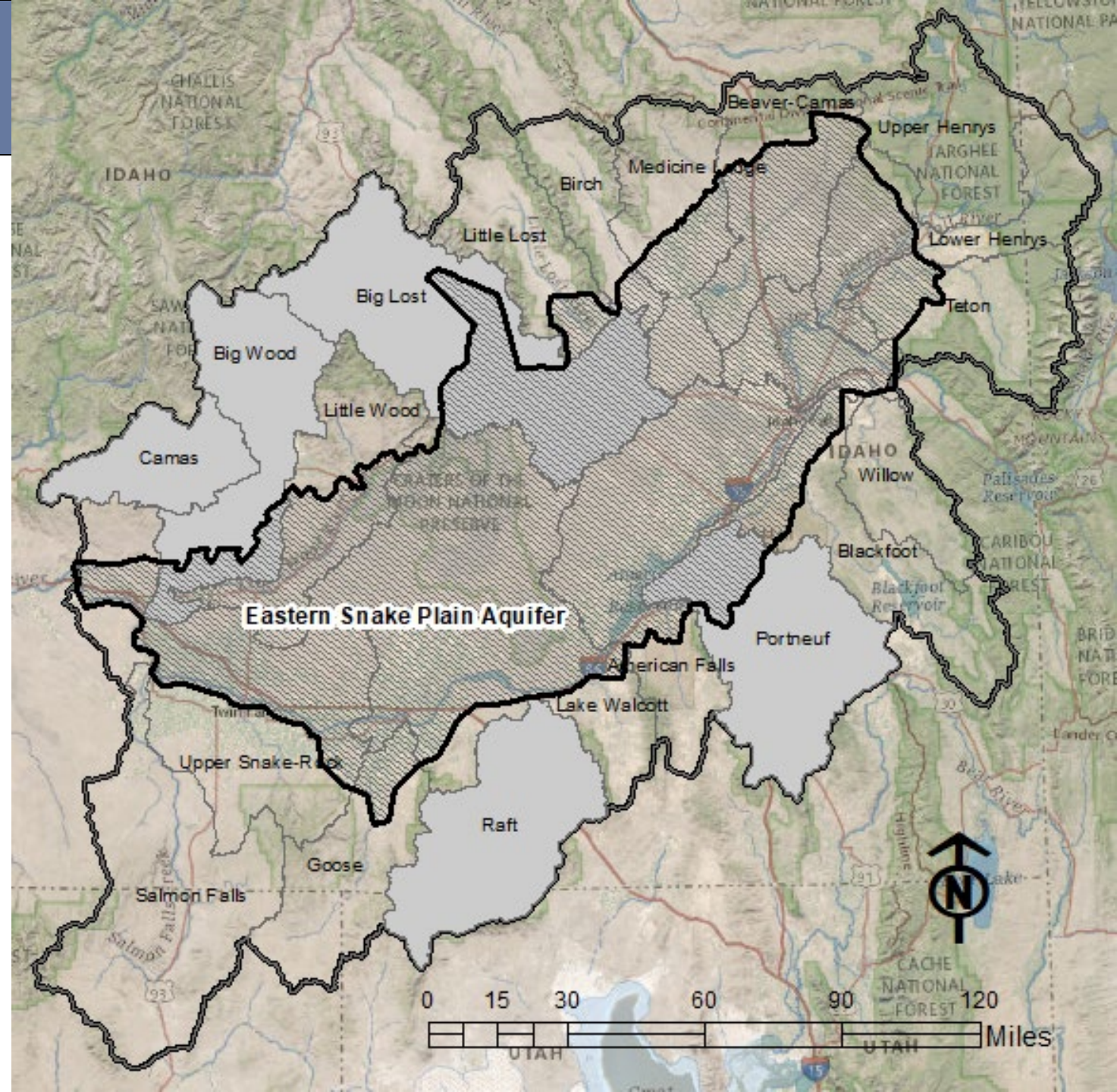


Data Infrastructure



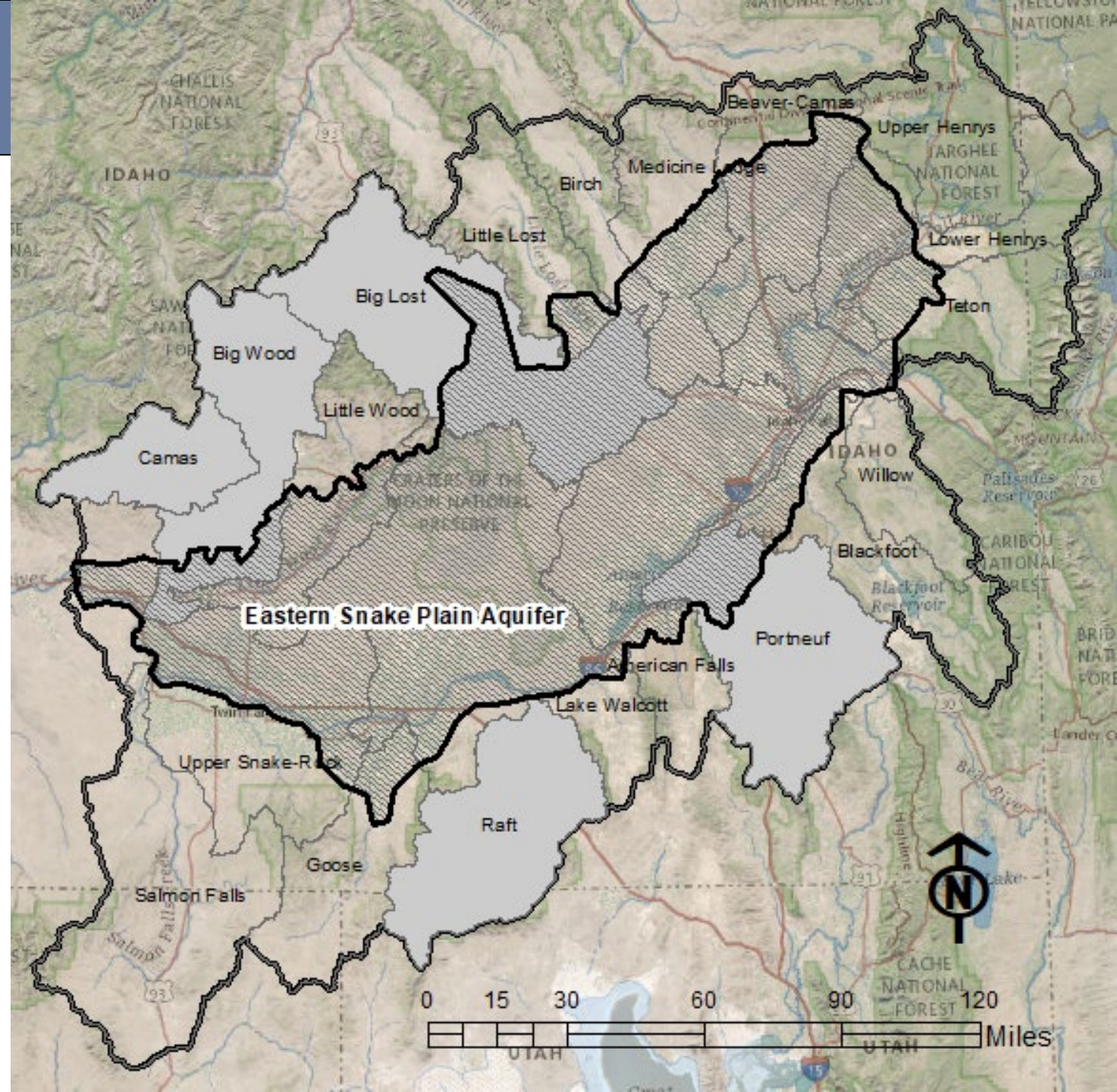
Future Work

- We are evaluating expansion into the tributary basins of the Eastern Snake Plain to support IDWR projects
- Additional staff resources would be required for an expansion



Questions

- Collin Macheel,
collin.macheel@idwr.idaho.gov
- Tito Sanabria,
tito.sanabria@idwr.idaho.gov



Memorandum



To: Idaho Water Resource Board

From: Mary Condon

Date: March 21, 2024

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 5, 2024 is provided, along with a Departmental review memo summarizing key aspects of the amended procedures. A clean copy of the proposed 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 12, 2024 is provided, along with a Departmental review memo summarizing key aspects of the amended procedures. A clean copy of the proposed 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 Lake Fork Basin Rental Pool procedures adopted by the Water District ('WD') 65-K Advisory Committee on March 20, 2024 is provided, along with a Departmental review memo summarizing key aspects of the amended procedures. A clean copy of the proposed 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 18, 2024
Water District 01 - Redline 2024 Rental Pool Procedures

Review Memo to IDWR Director – dated March 19, 2024
Water District 65 – Redline 2024 Rental Pool Procedures

Review Memo to IDWR Director – dated March 22, 2024
Water District 65-K – Redline 2024 Rental Pool Procedures

Memorandum

To: Mathew Weaver, IDWR Director
From: Mary Condon, WSB Program Coordinator
Date: March 18, 2024
Re: Upper Snake River Basin Rental Pool Procedures

Enclosed with this memo are copies of the redline 2024 rental pool procedures and the final 2024 rental pool procedures, adopted by the water users and the water district advisory committees of water district 01 on March 5, 2024. Pursuant to Idaho Code § 42-1765 and the subsections of rule 40 of the Water Supply Bank Rules (IDAPA 37.02.03.40), the water district advisory committee of water district 01 is the IWRB-appointed local committee to facilitate the lease and rental of stored water within the Upper Snake River Basin rental pool.

The updates to the Water District 01 rental pool procedures for 2024 in summary are:

- Updated references within the procedures in multiple places where the numerical reference was not correct due to previous changes of the procedures;
- A couple of language updates from 'rule' to 'procedure' where appropriate;
- Modifying the language under Procedure 4.1(d) to the proper authorization for disbursement of funds from the Rental Pool by the Advisory Committee, rather than by the rental pool subcommittee; and
- Changing the Supplemental Pool and Extraordinary Pool Lease Contract forms at end to list Craig Chandler as the watermaster.

Aside from the language modification under Procedure 4.1(d), there were no other substantial changes to the 2024 procedures from 2023. Due to previous substantial changes and additions to the procedures over the last few years, the Upper Snake River Basin Rental Pool procedures would greatly benefit from uniform restructuring of the headings, sections, and subsections, while also ensuring they fully address and meet the criteria required of rental pool procedures within WSB Rule 40.1(a) through (k), IDAPA 37.02.03.040.

Finally, the 2024 resolutions adopted by Water District 01 included Resolution 18 – Contingency Fund – Water Rentals. This resolution authorizes a reserve of monetary funds available to the Committee of Nine to pay assignors/lessors for storage water used in excess of storage entitlements, as ultimately assessed by the water district at the end of the season. While excess use fees have been paid out in the next reporting year to each payee, the IWRB, and the water district for the excess storage used from the previous year, the procedures are silent on excess use, which pool the storage is provided from, and the dollar amount assessed for the water district fees and rental price from the renter for the excess use of storage. Excess Use fees have been reported in the WD 01 Rental Pool Annual Report to the IWRB as a separate line item since 2019.

Attachment(s): Water District 01 - Adopted 2024 Rental Pool Procedures
Water District 01 - Redline 2024 Rental Pool Procedures
Resolution 18 – Contingency Fund-Water Rentals

WATER DISTRICT 1

~~2023~~2024 RENTAL POOL PROCEDURES

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~~2023~~2024
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 7.53.
- 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.
- ~~2.19 **Impact Fund:** a fund maintained by the Watermaster for the mitigation of computed impacts to participants pursuant to 2021 rental pool procedures.~~
- 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 7.5.
- 2.25 **Milner:** Milner Dam on the Snake River.

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- 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 [rules/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 ~~large rentals,~~ small rentals, ~~and~~ 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, 8.0, ~~and 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 ~~insure~~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 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 ~~this rule~~ [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 ~~with the advice and consent of the Rental Pool Subcommittee~~ [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.

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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 placeholders 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 placeholder 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 placeholders subsequent year’s storage allocation when excess water does not spill past Milner in the subsequent year. Any placeholder making such election shall be deemed a “participant” for the current year and every year thereafter until the placeholder 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 [Rule Procedure 5](#). 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 100 acre-feet 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

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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 rental price for purposes above Milner shall be \$7.00 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:* The rental price for storage rented from for flow augmentation shall be \$19.73 per acre-foot.

5.3.106 *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 + \$0.70 + \$1.30 = \$9.00
- (b) Tier 2: \$17.00 + \$1.70 + \$1.30 = \$20.00
- (c) Tier 3: \$25.00 + \$2.50 + \$1.30 = \$28.80
- (d) Tier 4: \$19.73 + \$1.97 + \$1.30 = \$23.00

5.3.107 *Storage System Fill.* For purposes of Procedure 5.3 ~~only~~ [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~~ [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 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.

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- 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 [Procedure 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 ~~Rule~~ 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

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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.

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- 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 ~~7.56~~ 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 ~~7.56~~ and subject to impacts under Procedure ~~7.53~~ 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 5.54 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 7.53 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.

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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 5.2.405(a),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 5.2.405(a),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 *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 2.2829;
- (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;
- (d) 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;

- (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 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.

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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 approval or conditional approval of a request under Procedure 11.1 and rental contract approved under Procedure 11.4.104.

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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 10.9

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	2,920	3,450	4,208	5,042	
	to	to	to	to	or	
	2,919	3,449	4,207	5,041	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 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 Rule 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 Watermaster: _____

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 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. 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~~108~~, 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 Watermaster: _____

Application Approved by Watermaster: YES No

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 \$1.30 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 Watermaster: _____

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 \$1.30 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 Watermaster: _____

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 Watermaster: _____

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

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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: ~~Tony Olenichak~~ Craig Chandler

Watermaster

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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-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 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.

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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: ~~Tony Olenichak~~ Craig Chandler
Watermaster

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Memorandum

To: Mathew Weaver, IDWR Director
From: Mary Condon, WSB Program Coordinator
Date: March 19, 2024
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 12, 2024. 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:

- Adding 'Private Leases' under new Procedure 7, including language pertaining to the Bureau of Reclamation leasing their own uncontracted space under Procedure 7.4, the application requirements under Procedure 4.5, adding definitions for 'Lessee' and 'Lessor' under Procedures 2.13 and 2.14; and the addition of a Private Lease Agreement form;
- Changing the original commonly used term 'Rental Pool' to 'Common Pool' in multiple places where appropriate within the procedures to signify that participating in the Common Pool is different than participating in Private Leases, while both are within the 'Rental Pool' in general. This change also required adding the definition of 'Common Pool' under Procedure 2.8;
- Adding 'Impacts' under new Procedure 8 to administer last to fill accounting practices for any impacts to spaceholders resulting from evacuated space through an assignment, rental, or private lease;
- Adding new Procedure 3.4 as an additional purpose to the procedures to protect against impacts and to properly compensate impacted spaceholders, as well as adding the words 'on a voluntary basis' to Procedure 3.1 for participation in the rental pool and the procedures;
- Adding definitions for 'In-basin' and 'Out-of-Basin' uses under Procedures 2.12 and 2.17 with references to their significance under Priorities (Procedure 5.4 and 6.1), Pricing (Procedure 6.2), and Impacts (Procedure 8.1); and
- Changing the priority dates for assigning storage to or requesting to rent storage from the Common Pool from July 1 to June 1 under Procedures 5.4 and 6.1.

The above listed modifications, additions, and changes 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), WSB Local Rental Pool Committees under Idaho Code § 42-1765, and Water District Advisory Committee designations and money handling when appointed by the IWRB to operate the local rental pool pursuant to Sections 42-605(6) and 42-613A, Idaho Code.

Attachment(s): Water District 65 - Adopted Revised Rental Pool Procedures
Water District 65 - Redline Revised Rental Pool Procedures
Resolution 9 – Rental Pool Committee

WATER DISTRICT 65

RENTAL POOL PROCEDURES

Approved by the Committee on _____ 2024 to take effect immediately following approval by Director Weaver and the Idaho Water Resource Board. These procedures will be used for the 2024 season and seasons following or until new changes are approved.

Redline Version

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Appendix

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**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 Payette River 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 person who assigns storage to the Common Rental 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 Board Committee of Water District No. 65.
- 2.8 **Common Pool:** storage water made available for rental pursuant to Procedures 5 and 6.
- 2.98 **Department:** the Idaho Department of Water Resources (IDWR).
- 2.109 **Director:** the Director of the Idaho Department of Water Resources.
- 2.110 **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.
- 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.
- 2.154 **Net Rental Price:** The Rental Price less the Administrative Fee and Board Surcharge.
- 2.162 **Non spaceholder:** Someone who does not hold any contractual rights to storage space in the Reservoir System. ~~Payette River Basin reservoirs.~~
- 2.17 **Out-of-Basin Uses:** Beneficial uses with points of diversion below the confluence of the Payette River and the Snake River.
- 2.183 **Person:** an individual, company, association, corporation, partnership, irrigation district, canal company, political subdivision, or governmental agency.
- 2.194 **Reclamation:** the United States Bureau of Reclamation.
- 2.2015 **Rental Agreement:** a written agreement to acquire the right to use a specific quantity of storage from the Common Rental Pool for a determinate period.
- 2.2146 **Rental Pool:** a market for the exchange of storage operated by the Advisory Committee of Water District No. 65.
- 2.2247 **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.
- 2.2318 **Renter:** a person who rents storage from the Rental Pool.
- 2.2419 **Reservoir System:** refers to Cascade Lake, Deadwood Reservoir, Payette Lakes, and the Upper Lakes.
- 2.250 **Space:** all or any portion of the active capacity of a reservoir measured in acre-feet.
- 2.261 **Spaceholder:** the holder of the contractual right to space in the reservoir system, or Reclamation.
- 2.272 **Storage:** water that accrues to reservoir space and is available for use.
- 2.283 **Watermaster:** the watermaster of Water District 65.
- 2.294 **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) 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 CommonRental Pool;
 - (b) executing rental agreements on behalf of the Committee;
 - (c) distributing storage rented through the CommonRental 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 CommonRental Pool.**
- 4.3.101 *Contents.* Applications to assign storage to the CommonRental 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 Rental Pool;
- (b) an indication of whether the storage is to be used only for In-Basin Uses~~may be rented for use below the mouth of the Payette River~~; and
- (c) the date received in the Watermaster's office.

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 Rental Pool.**

- 4.4.101 *Contents.* Applications to rent storage from the Common Rental 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

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.

4.65 Rental Pool Account.

4.65.101. *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.

4.65.102. *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.

- 4.65.103 *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 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 COMMONRENTAL POOL

- 5.1 **Assignment of Storage.** Any spaceholder may assign storage to the CommonRental 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 CommonRental 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 CommonRental Pool on or before June 1 shall be rented;
- (a) 1. In-basin first, with the amount determined by the Committee for In-Basin Uses. and,
- (b) 2. 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 CommonRental 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 Commonrental Ppool, 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 CommonRental 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 CommonRental 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 CommonRental 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 share pro-rata in the Net Rental Price from the rental of

~~storage assigned on or before July 1 and shall receive one hundred percent of the Net Rental Price from the rental of such storage assigned after July 1 based on a first-in-first-out basis. Pursuant to Procedure 3.3 purpose; Assignors shall agree to invest 1/3 or more of the payment proceeds into their water delivery systems in an effort to improve efficiency in order to promote the maximum beneficial use of stored water~~

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 CommonRental Pool. In the 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 CommonRental 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 to assignors~~ 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 COMMONRENTAL POOL

6.1 **Priority of Rental Applicants.** Storage rented from the CommonRental 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~~within the District.~~

6.1.102 *Second Priority.* After June 1, rental of water for ~~all~~ 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 CommonRental Pool is as follows:

6.2.101 Tier 1 (*In-Basin*) For uses above the confluence of the Payette River and the Snake River upstream from the mouth of the Payette Riverby Spaceholders.

6.2.102 Tier 2 (*In-Basin*) For uses above the confluence of the Payette River and the Snake River upstream from the mouth of the Payette Riverby Non-spaceholders.

6.2.103 Tier 3 (~~*Outside Out-of-Basin*~~) For uses below the confluence of the Payette River and the Snake River. downstream from the mouth of the Payette River.

Rental Pool Procedures – Draft

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 ~~pool~~ 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

~~6.3 — **Out-of-Basin Rentals.** Storage rented for use below the mouth of the Payette River shall subject the space from which the storage was rented to last to fill in the ensuing year.~~ 6.34

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.

6.45 **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.

~~6.6 — **Flow Augmentation.** Notwithstanding the foregoing provisions, Reclamation may assign and rent storage held in uncontracted space for flow augmentation purposes pursuant to the provisions contained in the Snake River Water Rights Agreement of 2004 (aka the Nez Perce Mediator's Term Sheet dated April 20, 2004) and Idaho Code § 42-1763B, in which case only an administrative fee shall be assessed pursuant to Procedure 2.2.~~

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**

_____ (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

=

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

2024 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 2024 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 _____ 2024

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

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

Memorandum

To: Mathew Weaver, IDWR Director
From: Mary Condon, WSB Program Coordinator
Date: March 22, 2024
Re: Lake Fork Creek 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-K on March 20, 2024. 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-K is the IWRB-appointed local committee to facilitate the lease and rental of stored water within the Lake Fork Creek River Basin rental pool.

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

- Several changes in language to update the word 'Rule' to 'Procedure' where appropriate throughout the procedures, capitalization of proper nouns throughout the procedures including any terms which have been defined under Procedure 2;
- Adding a definition for 'Rental Prices' under new Procedure 2.17 (will be 2.14 upon corrected final version of the adopted procedures), updating the Rental Price and additional fees under Procedure 8.1. The rental price and fee change under procedure 8.1 will be an increase from the total of \$2.70 per acre-foot to \$15.50 per acre-foot, plus the 10% Board Surcharge and the \$0.50 per acre-foot Water District administrative fee;
- Simplifying language under Procedure 3.1 to Committee;
- Adding new Procedure 3.9 to clarify that the rental pool is not responsible for delivery of rented water or the associated carriage fees which may be assessed separately by the entity who owns the delivery system.

The above listed modifications, additions, and changes to the Water District 65-K Rental Pool procedures adequately address and meet the criteria required of rental pool procedures within WSB Rule 40 (IDAPA 37.02.03.040), WSB Local Rental Pool Committees under Idaho Code § 42-1765, and Water District Advisory Committee designations and money handling when appointed by the IWRB to operate the local rental pool pursuant to Sections 42-605(6) and 42-613A, Idaho Code.

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

*Shall be
procedures*

WATER DISTRICT NO. 65-K, LAKE FORK CREEK

RENTAL POOL PROCEDURES

Procedure

RULE 1. AUTHORITY AND STATEMENT OF PURPOSE

1.1 These procedures have been adopted pursuant to Idaho Code, Section 42-176^F and Rule 40 of the Water Supply Bank Rules of the Idaho Water Resource Board to assure orderly operation of the Lake Fork Creek Rental Pool. Under no circumstances shall these procedures be construed to limit or restrict the authority of the Director of the Department of Water Resources, the Water Resource Board, Water District No. 65-K Advisory Board, or the Watermaster of Water District 65-K (Lake Fork Creek) in discharging their duties as set forth in the statutes of the state of Idaho. Anyone leasing water to, or renting water from, such space shall be subject to all applicable water laws of the state of Idaho.

1.2 It is the purpose of these procedures to:

- a. Provide a process, consistent with applicable statutes and administrative rules, by which stored water supplies may be made available for a specified period of time to water users who need additional water.
- b. Provide incentives for those owning reservoir space and having stored water, which is surplus to their needs, to lease such space/water to the Rental Pool to be made available to other users, and which will serve to protect the local public interest.
- c. Establish a recognized system through which water supplies can be located, identified and subsequently rented to a water user.
- d. Provide a source of revenue for Water District No. 65-K to make improvements in distribution of water and aid in increasing the conservation of water in the Lake Fork Creek drainage basin.
- e. Provide that available water supplies may be leased to the Rental Pool by the Lessor and rented from the Rental Pool for any beneficial purpose recognized by the laws of the State of Idaho, provided that other water rights are not injured, irrigators are not deprived of supplemental storage by renting water for uses other than irrigation, and the use is consistent with the conservation of water resources within the state of Idaho.

Procedure

RULE 2. DEFINITIONS:

- 2.1 **ACRE-FOOT** is a volume of water sufficient to cover one acre one foot deep.
- 2.2 **YEAR** refers to a normal calendar year.
- 2.3 **BOARD** means the Idaho Water Resource Board.
- 2.4 **COMMITTEE** or **LOCAL COMMITTEE** means the Advisory Board of Water District No. 65-K.
- 2.5 **DEPARTMENT** means the Idaho Department of Water Resources or IDWR.
- 2.6 **DIRECTOR** means the Director of the Idaho Department of Water Resources.
- 2.7 **DISTRICT** means Lake Fork Creek Water District No. 65-K.
- 2.8 **LEASE** is the agreement through which a specific amount of storage space or/stored water is obtained by the Rental Pool for use during a year.
- 2.9 **RENTER** is the person renting water from the Rental Pool.
- 2.10 **LESSOR** is the person leasing space/water to the Rental Pool.
- 2.11 **PERSON** means any company, corporation, association, firm, agency, individual, partnership, government agency or other entity.
- 2.12 **RENTAL AGREEMENT** is the agreement through which a Renter obtains the right to a specific amount of storage space or stored water from the Rental Pool.
- 2.13 **RENTAL POOL** refers to the water leasing and renting activities administered by the Local Committee appointed by the Water Resource Board.
- 2.14 **SPACE** means all or any portion of the active capacity of a reservoir measured in acre-feet.
- 2.15 **STORED WATER** is the water that accrues to reservoir space and is available for use.
- 2.16 **WATERMASTER** means the Watermaster of Water District No. 65-K.

Procedure

RULE 3. GENERAL:

- 3.1 It is the policy of the ~~local committee of Water District~~ *Committee*

2.17 **RENTAL PRICE** - the fee for rental of storage from the Rental Pool set forth in Procedure 8.1, which includes the Administrative Fee and Board Surcharge

No ~~65-K~~ to operate the Rental Pool for the maximum beneficial use of available ~~Stored~~ ^{Water}.

3.2 Operation of the Rental Pool will be by and for the irrigators within the district through the Committee. These procedures are designed to assure that stored water is maintained and first made available primarily for irrigation use.

3.3 The operation of the Rental Pool shall be consistent with the statutes creating the Water Supply Bank and the rules of the Board.

3.4 Space will be accepted by the Committee on a contingency basis.

3.5 Payments to the ^{Lessor} ~~lessor~~ will be made only if ~~Stored~~ ^{Water} is subsequently rented from the Rental Pool.

3.6 The space of storage water leased to the Rental Pool that is rented for uses below the mouth of Lake Fork Creek shall be the last space to fill in the ensuing year.

3.7 No storage water leased to the Rental Pool shall be rented for uses below the mouth of the Lake Fork Creek without the express written consent of the Board of ~~Directors~~ ^{Directors} of the Payette River Water District 65 Rental Pool.

3.8 It is the policy of the Committee to facilitate annual leases and rentals, and to base all transactions on water stored (storage) rather than reservoir space.

3.9 ^{the water leased in Rental Pool is not delivered, it is available}
RULE 4. MANAGEMENT: ^{at point of storage and as such may be subject to carriage fees ~~for~~ irrigation ditch or pipeline entities and}

4.1 The Committee shall have the following responsibilities:

a. To provide direction to the ^{Water} ~~Water~~master in the operation of the Rental Pool within the overall framework of these ~~adopted~~ procedures.

b. To notify the ^{Department} ~~Department~~ and the ^{Water} ~~Water~~master of any rentals where water will be moved from the place of use authorized by the permit, license or decree authorizing the stored water right.

c. To set policies for the investment and disbursement of funds generated by the Rental Pool in conformity with Public Depository Law, Chapter 1, Title 57, Idaho Code.

4.2 The ^{Water} ~~Water~~master shall act as the manager of the Rental Pool. This authority shall include accepting space into

the Rental Pool, executing Rental Agreements on behalf of the Committee, accepting and transmitting funds to the district treasurer for deposit and disbursement.

4.3 The Committee shall decide all issues by a majority vote.

Procedure
RULE 5. LEASES:

Rental Agreement?
5.1 All Leases of space to the Rental Pool and all rental of stored water from the Rental Pool shall be for the year in which the lease agreement is offered and accepted unless extended as provided in paragraph 6.5 below.

5.2 Any contracting entity which owns space in a reservoir located in the district may lease any portion of its space to the Rental Pool.

5.3 Leases accepted by the Watermaster are subject to the review and approval of the Committee. Space submitted for lease may be rejected in whole or part by the Committee or it may place special conditions on uses, allocation, and price if, in the judgment of the Committee, accepting said space will not be in the best interest of the Rental Pool and Water District No. 65-K.

5.4 Any Lessor, ~~R~~ Renter, or applicant aggrieved by a decision of the Rental Pool Committee on matters related to the operations of the Rental Pool may request a hearing before the Committee within 15 days after receiving notice in writing of the decision. After hearing the grievance and after review by the Committee, a decision will be made by the Committee, in writing, setting forth the reasons for its decision, and said review decision must be signed by a majority of the Committee. The decision of the Committee may be appealed to the Board.

5.5 Leases of space to the Rental Pool shall be on a priority basis as set forth in paragraph 6 of these procedures.

5.6 Leases of space shall be in writing and on forms provided by the Watermaster and shall bear the date they were received in the Watermaster's office.

5.7 All space leased to the Rental Pool shall be under the control of the Watermaster and Committee for the duration of the lease.

5.8 The Committee may allow a contracting entity which owns space in a reservoir located in the district to lease space directly to the Water District 65 rental pool. If such entity desires to lease space to the Water District 65 Rental Pool, it must obtain the written approval of the Water District 65-K Committee.

Procedure

RULE 6. PRIORITIES AMONG LESSORS:

- 6.1 When a Lessor leases space to the Rental Pool, the stored water attributable to such space shall be determined by the Watermaster according to the percentage the reservoir fills.
- 6.2 All stored water attributable to space leased to the Rental Pool before June 15 will be rented before any stored water from space leased after June 15.
- 6.3 Lessors who lease space to the Rental Pool by June 15, shall share proportionally in the proceeds from the rental of stored water attributable to such space.
- 6.4 Lessors who lease space to the Rental Pool after June 15, shall receive proceeds from the rental of stored water attributable to such space on a "first come" basis, whereby the first lessor to lease space will be the first paid.
- 6.5 All space/water that has not been rented by the end of the irrigation season, shall revert back to the lessor at the end of the irrigation season of the year leased.

Procedure

RULE 7. PRIORITIES AMONG RENTERS:

- 7.1 Any stored water available through the Rental Pool for use shall be provided on a priority basis. The first priority for each time category is defined below. The second priority for each time category consists of all water users not defined in that time category. Water shall be rented to second priority renters only upon specific findings of the Committee, in cases when all first priority uses are anticipated to be satisfied.
- 7.2 Priority until June 15 of each year in acquiring stored water from the rental pool shall be given to renters for irrigation within Water District No. 65-K.
- 7.3 After June 15 of each year all remaining unrented stored water in the Rental Pool shall be available to any water user who desires to rent the water for any beneficial use.
- 7.4 Sub-priority among water users of each priority listed above shall be determined by the date on which the water user's signed Rental Agreement and payment is received at the office of the Watermaster. During periods of drought or special conditions, with consideration to local public interest and with the Director's approval, the Committee may develop additional or alternative procedures.

7.5 Any water user having once entered into a Rental Agreement for stored water may request stored water in subsequent years by confirming, in writing, that all the information on the original agreement is true and correct, and by identifying the amount of water he wishes to purchase. The priority in this case will be the date on which payment is received by the watermaster.

7.6 Water must be used by the ^Renter during the year of the rental, unless the Committee grants an extension.

Procedure
RULE 8. RENTAL FEES AND PAYMENTS TO LESSORS:

8.1 The price of stored water (including the administrative fee of \$0.50/acre-foot and the Board's 10% surcharge) rented from the rental pool for use upstream from the mouth of Lake Fork Creek is \$2.70 per acre-foot. →

8.2 Payments to the lessors shall be made in accordance with paragraph 6 and shall be based upon the data published in the annual report of the Watermaster. Payments to the lessors shall be considered due and payable once the Watermaster has calculated the actual water used within the District for the annual Watermaster's report. Payments to the Lessors for water delivered after submittal of the annual Watermaster's report shall be made when delivery of the water is completed.

8.3 Any administrative revenue in excess of actual costs shall be held in a contingency fund, and may be used for other purposes that the Committee deems to be of benefit to Water District No. 65-K, provided, however, that such uses do not conflict with Idaho Public Depository Law, Chapter 1, Title 57, Idaho Code.

8.4 All rental monies shall be maintained in a separate interest-bearing account with accrued interest being distributed on a pro-rata basis at the time payments to lessors are made.

Cost (1500 + 10% LID + .50/AF) - based on up front commitment
+ carriage fee (to LID) based on usage

8.1
Procedure 8.1 THE RENTAL PRICE. The Rental Price of storage rented from the Rental Pool is \$15.50 per acre-foot. There will be added to the rental price the 10% Board surcharge (\$1.55) and the \$0.50/af per acre-foot Rental Pool administrative fee. ~~Carriage fees assessed by other entities for delivery of water through ditches or pipelines will not be assessed by or collected through the rental pool.~~

optional

Procedure 8.1 THE RENTAL PRICE. The Rental Price ~~per acre-foot~~ of storage rented from the Rental Pool is ~~as follows:~~ (a) \$15.50/af rental price per acre-foot. There will be added to the rental price; (b) ~~plus~~ the 10% Board surcharge (\$1.55); and (c) ~~plus~~ the \$0.50/af per acre-foot Rental Pool administrative fee. ~~In addition to those fees, Renters may be assessed separate Carriage fees assessed from by other entities for delivery of water through ditches or pipelines. Those fees are not included in the Rental Agreement~~ will not be assessed by or collected through the rental pool.

3/20

1 pm.

Gemma's Deli/Lake Park

GSK Advisory Cttee

Special Mtg Minutes

1:04

WM call to order / Will chair
approved new procedures KS/LB ^{more} 2d ✓

1:11

adjourned

Memorandum



To: Idaho Water Resource Board (IWRB)
From: Cynthia Bridge Clark, Planning & Projects Bureau
Date: March 25, 2024
Re: Administrative Rules Update

ACTION: No action requested at this time

Erik Boe will provide updates on the department's administrative rules efforts.

IDAHO
Department of
Water Resources

Presentation to the Idaho Water Resource Board
Boise, Idaho
March 28, 2024

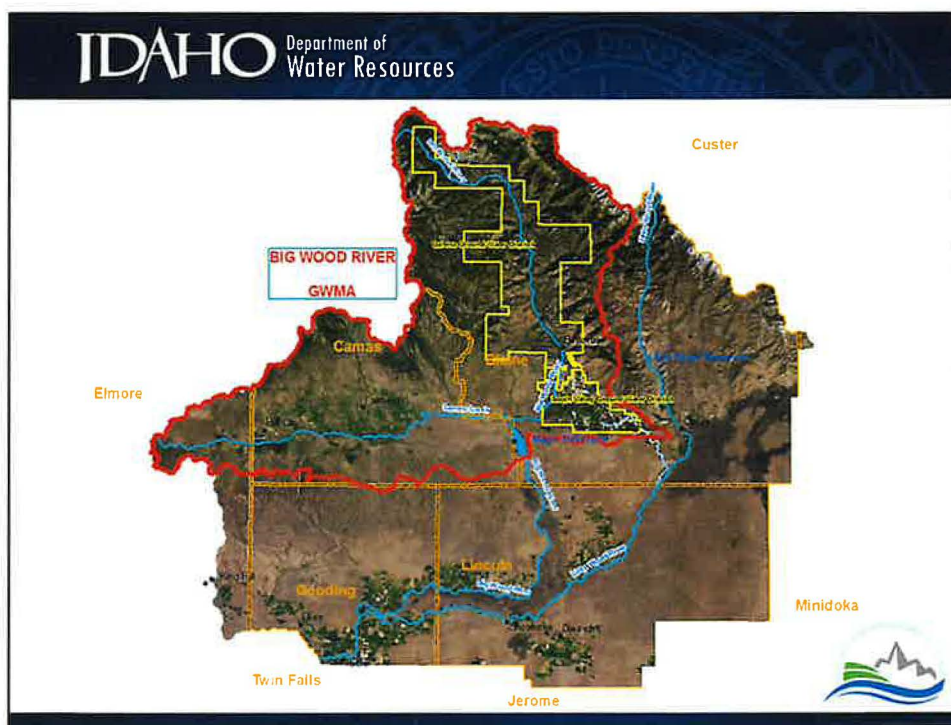
Shelley Keen of IDWR

1

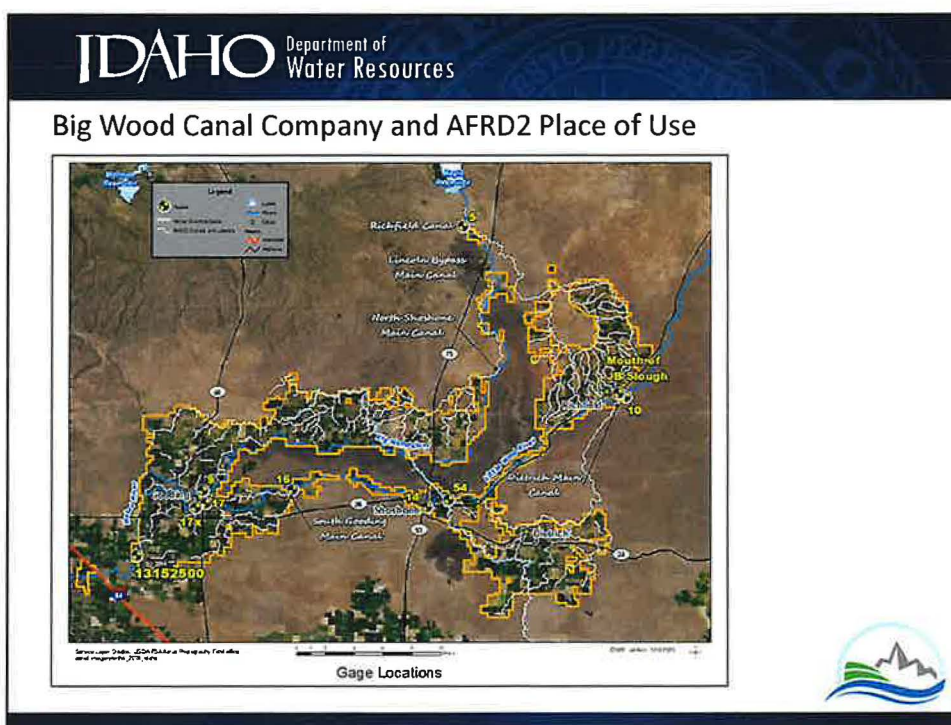
IDAHO
Department of
Water Resources

Administrative Basin 37 – Big Wood River Basin

2



3



4

KEY EVENTS IN BWRGWMA TIMELINE

- 1987 – Snake River Basin Adjudication commences
- 1991 – GWMA designation
- 2013 – GW rights incorporated in WD37
- 2013 – WD37B created for SW and GW rights on the Camas Prairie
- 2015 – First BLWWUA delivery call attempt
- 2016 – Wood River Valley GW flow model completed
- 2017 – Second BLWWUA delivery call attempt
- 2020 – BWRGWMA Advisory Committee formed
- 2021 – GW rights curtailed in the Bellevue Triangle pursuant to I.C. 42-237a.g
- 2022 – BWRGWMA Management Plan adopted and BWRGMA-specific moratorium established
- 2024 – BWRGWMA Management Plan will expire on 12/31



5

BWRGWMA Management Plan Structure

Three-year term, starting in 2022 and expiring 12/31/2024

1. Baseline Mitigation Actions (Annual Activities)
2. Additional Mitigation Actions (Dry Years)
3. Adaptive Management Measures
4. Other Actions
5. Safe Harbor



6

IDAHO Department of Water Resources



Key Baseline Actions

Little Wood River Stream Flow Target

32 cfs at Station 10 near Richfield

- May 1 – Sept. 30
- Four-day moving average

Storage Water Delivery from Snake River to BWLWWUA Senior Water Right Holders





7

IDAHO Department of Water Resources

Baseline Actions (Annual Activities)

- Fallow Irrigated Acres (GWDs)
 - SVGWD: 1,500 acres/yr.; GGWD: 200 acres yr. 1 and 500 acres yr. 3
- Irrigation Season Limits
 - May 1 – Sept 15; some exceptions
- Conservation, Infrastructure & Efficiency Fund (CIEF)
 - Contributions from Cities, non-irrigators & WD37B GWA
 - Matching State Funds (through IWRB)
- Snake River Storage Delivery
 - To BWLWWUA senior users on Little Wood & Big Wood Rivers
- Stream Flow Target
 - 32 cfs on Little Wood River near Richfield (Station 10)
- Cloud Seeding
 - Cities/SVC/SVWSD contribute \$3.60/AF of avg. withdrawals



8

Dry Year Mitigation Actions

Dry Year determination based on April-September forecast flow volume for Big Wood River at Hailey (use NRCS and NWRFC April 1 & June 1 forecasts)

Irrigation Season Water Supply	Avg. of Apr-Sep Volume Forecasts (KAF)	Recommended Additional GWCU Reduction (AF) Based on April 1 Forecast	Mandatory Additional Storage Water Delivery (AF) Based on June 1 Forecast
Adequate	> 210	-	-
Dry	155 – 210	1,275	650
Very Dry	100 – 155	11,260	1,300
Extremely Dry	< 100	17,016	1,300



9



Other Plan Actions

- ✓ IWRB contributes matching funds to CIEF
- ✓ IWRB funds Camas Prairie aquifer study
- ✓ IDWR issued BWRGWMA moratorium order May 17, 2022
- ✓ IDWR to develop computerized water right accounting program
- ✓ IDWR to update Wood River Valley Ground Water Flow Model



10

Safe Harbor

- ☐ Safe harbor from curtailment to groundwater users who are parties/participants in Management Plan and who implement respective obligations
- ☐ Water right holders participating in the approved Management Plan shall not be subject to administration on a time priority basis so long as they are in compliance with the groundwater management plan. *Idaho Code § 42-233b.*



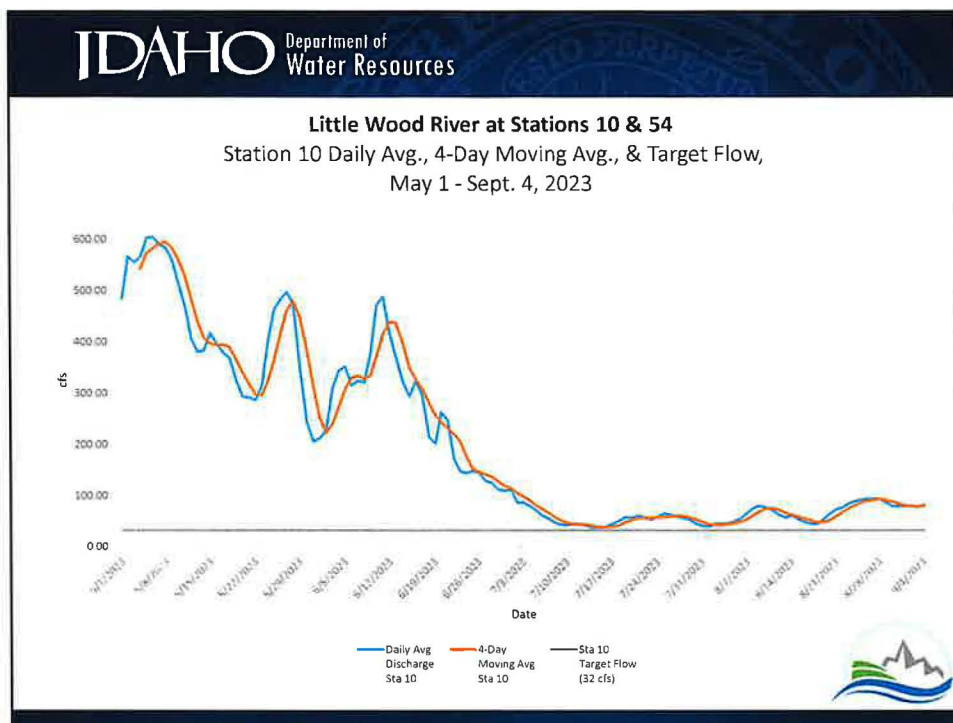
11

Little Wood River at Richfield - Station 10

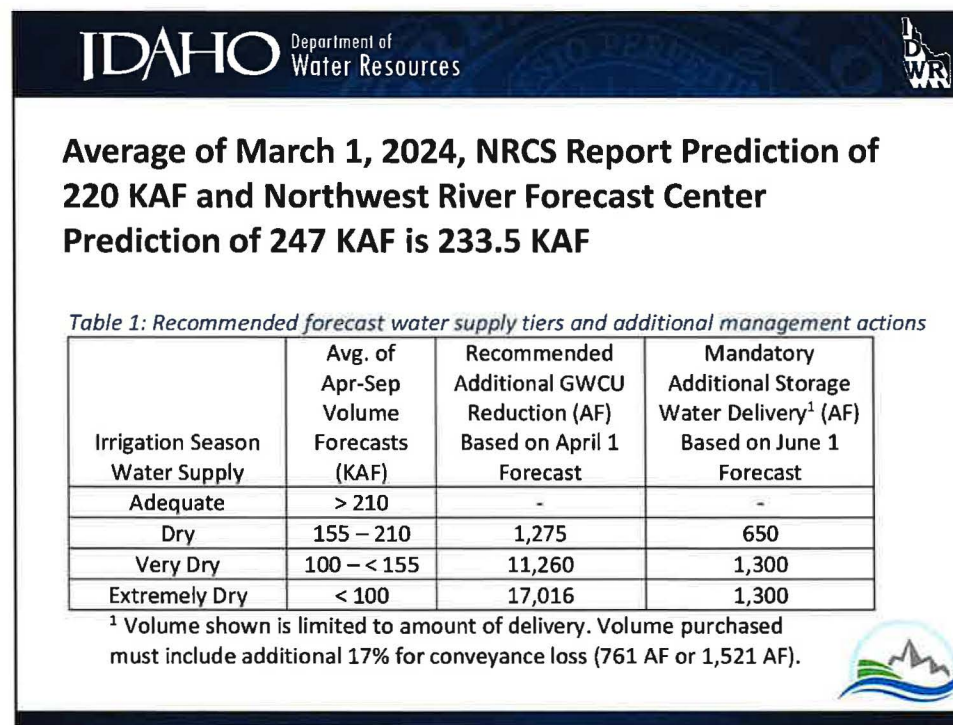
Daily Average and Four-day Moving Average Flows, May 1 - Sept. 30, 2022



12



13




14

IDAHO Department of Water Resources

BIG WOOD RIVER GROUND WATER MANAGEMENT AREA ADVISORY COMMITTEE MEMBERS

LAST NAME	FIRST NAME	REPRESENTING
Allen	Corey	Sun Valley Company
Brossy	Cooper	Big & Little Wood Water Users Association Representing Silver Creek/LittleWood River
Hubsmitth	Rod	American Falls Reservoir District 2
Lee	Sharon	Individual
McMahon	Pat	Galena Ground Water District
Nelsen	Jack	Idaho State House of Representatives (Ex-Officio)
Pendleton	Carl	Big Wood Canal Company
Purdy	Pat	Picabo Livestock Company, Inc.
Simon	William	Camas Prairie Water Users
Stevenson	Justin	South Valley Ground Water District
Taylor	Ron	Idaho State Senate (Ex-Officio)
Westendorf	Nick	Big & Little Wood Water Users Association Representing BWR below Stanton Crossing
Yeager	Brian	City of Hailey





15

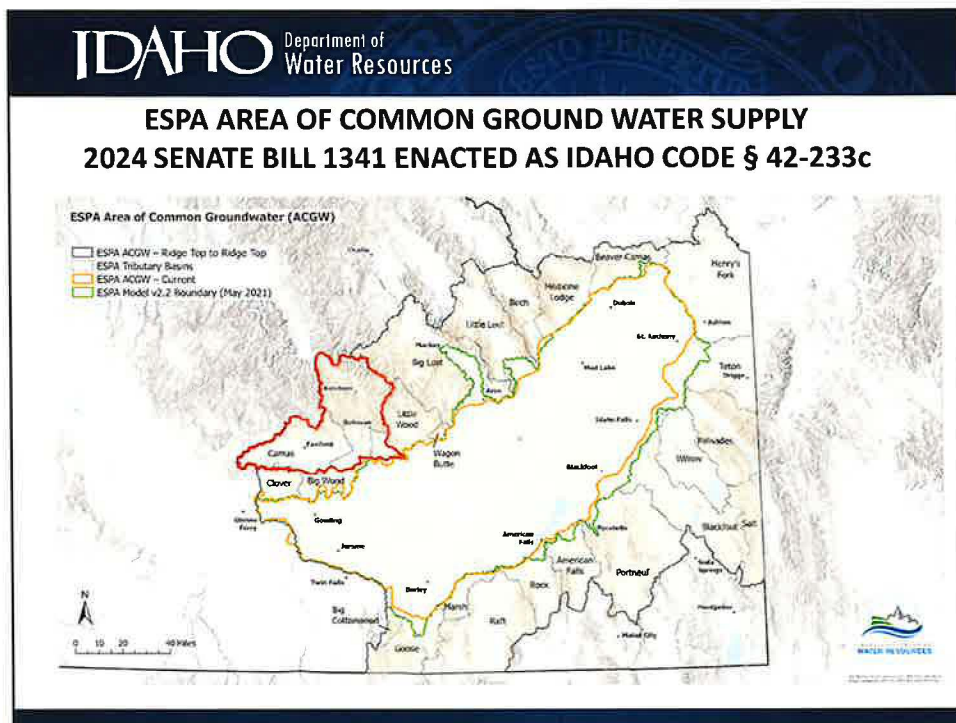
IDAHO Department of Water Resources

BIG WOOD RIVER GROUND WATER MANAGEMENT AREA MANAGEMENT PLAN RENEWAL TOPICS BEING EXPLORED

- Updates to the management plan goals
- Impacts of the baseline measures on stream flows, and possible in-season adjustments for wet years
- CIEF operational questions and effectiveness
- Streamlining Snake River storage water acquisition
- Modifying the stream flow target on the Little Wood River
- Adding a stream flow target on the Big Wood River
- Extending the plan for a much longer term, like 10-15 years
- Incorporating the findings of the Camas Prairie water resource study and model updates
- Encouraging compliance and responding to non-compliance

16



17



18

Memorandum



To: Idaho Water Resource Board (IWRB)
From: Cynthia Bridge Clark, Planning & Projects Bureau
Date: March 25, 2024
Re: Potential Legislation of Interest

ACTION: No action requested at this time

Garrick Baxter will provide potential legislation of interest.



LEGISLATIVE UPDATE

2024 Regular Session

67th Idaho Legislature (2nd Session)

Updated March 27, 2024

Bill	TITLE	STATEMENT OF PURPOSE/SUMMARY	STATUS
HB 402	Removal of Class II Injection Well References Act	This bill amends Chapter 39, Title 42, to remove all language, references, and requirements regarding Class II Oil and Gas injections wells since the U.S. EPA took over their permitting.	<ul style="list-style-type: none"> • 02/01—Passed House (65-4-1) • 03/05—Passed Senate (34-0-1) • 03/12—Signed by Governor Effective: 07/01/2024
HB 425	NFIP Compliance Act	This bill amends 46-1021 and 46-1022 to come into compliance with National Flood Plain Insurance Program (NFIP) regulations by removing the ban on allowing local governments to adopt floodplain zoning ordinances that regulate certain irrigation or drainage works.	<ul style="list-style-type: none"> • 02/20—Passed House (49-21-0) • 03/18—Passed Senate (24-10-1) • 03/25—Signed by Governor Effective: 3/25/2024
HB 467	Irrigation District Special Assessment Inflation Adjustment Act	This bill amends 42-5232 to raise the maximum value of special assessments allowed to be levied against irrigation district members who fail to operate in accordance with an approved mitigation plan in a manner that constitutes excess water use, from \$100 to \$300 per acre-foot of excess water use.	<ul style="list-style-type: none"> • 02/16—Passed House (65-5-0) • 03/12—Passed Senate (23-11-1) • 03/18—Signed by Governor Effective: 07/01/2024
HB 540	State Flood Management Act	This bill amends 42-3102, 42-3103, 42-3115, and 42-3116 to update the state's flood management role (with associated definitions and responsibilities). The state is "to provide for flood risk reduction, flood response, and flood recovery."	<ul style="list-style-type: none"> • 02/27—Passed House (68-0-2) • 03/18—Passed Senate (34-0-1) • 03/25—Signed by Governor Effective: 07/01/2024
HB 687	Kootenai River Basin Adjudication Act	This bill allow the Director of IDWR to petition the court to commence water rights adjudication in the Kootenai River Basin and proceed in accordance with Ch. 14, Title 42 once authorized by the court.	<ul style="list-style-type: none"> • 03/11—Passed House (69-0-1) • 03/20—Passed Senate (35-0-0) • 03/22—Delivered to Governor



LEGISLATIVE UPDATE

2024 Regular Session

67th Idaho Legislature (2nd Session)

Updated March 27, 2024

Bill	TITLE	STATEMENT OF PURPOSE/SUMMARY	STATUS
SB 1339	Irrigation Ditch Rights-of-Way Act	This bill updates chapters 11 and 12 of Title 42 and one section of Title 18 that address ditch rights-of-way, operation and maintenance duties, interference and encroachments. This legislation: consolidates provisions that pertain to the same subject; repeals antiquated provisions that are no longer in use, and clarifies provisions based on recent Idaho Supreme Court decisions and contemporary experience.	<ul style="list-style-type: none"> • 02/27—Passed Senate (35-0-0) • 03/13—Passed House (67-0-3) • 03/18—Signed by Governor Effective: 07/01/2024
SB 1341	ESPA Area of Common Gound Water Supply Expansion Act	This bill adds 42-233c to provide clarification and expansion of common ground water supply in the ESPA.	<ul style="list-style-type: none"> • 02/26—Passed Senate (35-0-0) • 03/12—Passed House (68-0-2) • 03/21—Signed by Governor Effective: 07/01/2024
SB 1370	Subdivision Public Water System Act	This bill amends 31-3805, 31-3806, 67-6508, and 67-6537 to: 1) require the use of shared or public water systems in subdivisions with 10 or more lots (where each lot is 5 acres or smaller; 2) require that surface water being used for irrigation on land must continue to be used for irrigation when that land is developed, and 3) authorize a county to consider water supply conditions in the comprehensive planning process.	Held in Senate Local Government & Taxation Committee



LEGISLATIVE UPDATE

2024 Regular Session

67th Idaho Legislature (2nd Session)

Updated March 27, 2024

BILL	TITLE	STATEMENT OF PURPOSE/SUMMARY	STATUS
SB 1269	2025 Natural Resources Maintenance Appropriations Bills	This bill appropriates to IDWR a total of \$81,136,600 for maintenance operations, broken down as follows: (1) \$2,402,500 for management and support services; (2) \$64,512,300 for planning and technical services; (3) \$12,772,700 for water management; (4) \$608,100 for Northern Idaho Adjudication; and (5) \$841,000 for Bear River Basin Adjudication. This bill also caps the number of authorized IDWR full-time equivalent positions at 170.00 and authorizes specific cash transfers for aquifer management and the flood management program.	<ul style="list-style-type: none"> • 02/09—Passed Senate (27-7-1) • 02/14—Passed House (58-10-2) • 02/26—Signed by Governor Effective: 07/01/2024
SB 1411	2025 IDWR Trailer Appropriation Bill	This bill appropriates to IDWR an additional \$663,400 (bringing the FY 2025 Total to \$81,800,000) for aquifer monitoring and measuring, Salmon office move, Laserfiche conversion, Google Earth computing costs, GIS mapping license increase, water infrastructure projects, replacement items, and an additional 2% CEC. This bill includes language directing the transfer of funds to the Aquifer Planning and Management Fund for aquifer monitoring, and to the Water Management Fund for large water projects. This bill also includes two supplemental actions for FY 2024, including appropriation for reverted federal funds committed for infrastructure projects and legislative language directing the use of adjudication fees.	<ul style="list-style-type: none"> • 03/11—Passed Senate (26-9-0) • 03/14—Passed House (48-20-2) • 03/21—Signed by Governor Effective: 03/21/2024 §§ 6 & 7; 07/01/2024 §§ 1–5



AGENDA

IDAHO WATER RESOURCE BOARD

Board Meeting No. 4-24

Friday, March 29, 2024

Brad Little
Governor

Executive Session begins at 8:30 a.m. (MT) / 7:30 a.m. (PT)
Open Meeting begins at 9:00 a.m. (MT) / 8:00 a.m. (PT)

Jeff Raybould
Chairman
St. Anthony
At Large

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

Jo Ann Cole-Hansen
Vice Chair
Lewiston
At Large

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

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

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: Nez Perce Water Rights and City of Pocatello WD 01 Rental Pool Litigation. AND pursuant to Idaho Code § 74-206(1) subsection (d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code. Topic: ARPA Funding. Closed to the public.
3. Agenda & Approval of Minutes 1-24, 2-24, and 3-24*
4. Public Comment
5. Financial Report
6. Anderson Ranch Dam Raise Update*
7. Priest Lake Dam Modification Update
8. Mountain Home Air Force Base Water Resilience Project Update*
9. Rental Pool Procedures & Appointments (WD 01, 63, 65, 65K, 74)*
10. Regional Water Sustainability Project Priority List*
 - a. Proposed List Update*
 - b. Proposed Criteria Update*
11. Regional Water Sustainability Project Contract Terms & Conditions for New York Canal Rehabilitation Project*
12. Director's Report
13. Non-Action Items for Discussion
14. 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
Governor

Jeff Raybould
Chairman
St. Anthony
At Large

Jo Ann Cole-Hansen
Vice Chair
Lewiston
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Boise
District 2

Brian Olmstead
Twin Falls
At Large

Marcus Gibbs
Grace
District 4

Patrick McMahon
Sun Valley
At Large

MINUTES MEETING NO. 1-24

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

January 19, 2024

Board Meeting No. 1-24

At 8:03 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. Online participants joined via Zoom.

Agenda Item No. 1: Roll Call

Board Members Present

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

Staff Members Present

Mathew Weaver, Director	Brian Patton, Executive Manager
Cynthia Bridge Clark	Wesley Hipke
Mary Condon	Garrick Baxter
Neeley Miller	Erik Boe
Meghan Carter	Sascha Marston
Mike Morrison	Jennifer Strange
Blake Burkard	Amy Cassel – <i>online</i>
Cooper Fritz – <i>online</i>	

Guests Present

Scott Campbell
Mark Limbaugh
Kresta Davis
Barney Metz
Douglas Jones
Scott Pugrud
John Simpson

Ann Yribar
Steve Stuebner
Michael Fuss
Brook Bybee
Darrell Kerr
Hattie Zobott
Lance Schuster— *online*

Agenda Item No. 2: Executive Session

At 8:04 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. McMahon 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.

Scott Campbell spoke on the topic of Columbia River System Operations. Meghan Carter spoke on Priest Lake. Ann Yribar spoke on City of Pocatello litigation CV-42-23-1668.

Mr. Stevenson moved to resolve out of executive session at 8:35 AM. Mr. McMahon 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 8-23 and 9-23

The agenda and minutes for meetings 8-23 and 9-23 were available for approval. Ms. Cole-Hansen moved to approve the minutes for both meetings. Mr. Van Stone seconded. Voice vote. All in favor. The motion carried.

Agenda Item No. 4: Public Comment

There was no public comment.

Agenda Item No. 5: Legislative Audit

Cynthia Bridge Clark reviewed the Legislative Audit findings with the board's funds, highlighting errors in spreadsheets used to monitor cash balances for the revolving development fund, water management fund, and secondary aquifer planning and management fund. Staff performed a review and reconciliation of the audit findings, with no issues identified in the water management account or in the ARPA funds. Further, IDWR's Financial Officer is working with the comptroller's office to resolve the issue which seems to be tied to one single item. Going forward, improvements will be made to update the spreadsheets and to refine the monthly reconciliation and control processes.

Agenda Item No. 6: Financial Report

Neeley Miller provided the Board's financial report. Note: during the meeting Mr. Miller read the current financial report, but the report that was shared on screen was an older version. The meeting materials kept on the Board's website have the current report as Mr. Miller discussed.

The accounts as of December 31, 2023, were: Secondary Aquifer Fund: cash balance \$38,398,883, committed/earmarked but not disbursed \$31,203,927, and uncommitted balance \$7,194,956; Revolving Development Account: cash balance \$36,784,976, committed balance \$35,138,263, loan principal outstanding \$21,527,146, and uncommitted balance \$1,646,712; and Water Management Account: cash balance \$294,286,313, total committed funds \$256,985,327, uncommitted funds \$37,300,986. Total committed/earmarked but not disbursed \$323,327,517; total loan principal outstanding \$21,527,146; and total uncommitted/unobligated balance \$46,142,654. American Rescue Plan Act Account (ARPA): committed per HB 769 is \$100,000,000; committed per SB 1181 is \$24,497,543; expended \$75,664,568; obligated \$84,796,879; and unobligated (\$35,963,903).

The obligated balance in the Water Management Account includes the \$20M legislative appropriation per HB 285 (FY 2019) for the Anderson Reservoir Enlargement and/or Mountain Home Air Force Base Water Supply Project. The obligated balance also includes \$50M for large infrastructure projects per Senate Bill 1121 (FY 2021) for the Anderson Ranch enlargement, Mountain Home Air Force Base Water Supply Project, ESPA Managed Aquifer Recharge Program, and other projects identified by the IWRB. The Water Management Account unobligated balance also includes \$150M per HB 361 to be used for expenditures, loans, or grants for water projects, including studies to address water sustainability, rehabilitate or improve aging water infrastructure, or support flood management. The legislature indicated that the IWRB may provide up to one-third of this money for grants. The Water Management Account includes \$36M obligated for Aging Infrastructure grants (rounds one through three) and the \$22.7M for non-ARPA eligible Regional Water Sustainability Priority List projects that the IWRB awarded funds for at the July 2023 meeting.

Agenda Item No. 7: Governor's Proposed IDWR Budget FY25

Sascha Marston the Financial Officer for IDWR provided details of the FY25 budget. She compared the agency requests with the governor's recommendations. Supplemental funds were discussed related to reverted ARPA funds and intent language on adjudication fees.

Agenda Item No. 8: Federal Affairs Update by Mark Limbaugh

Mark Limbaugh provided updates on federal affairs related to water issues including FY24 appropriations, water infrastructure funding, water policy, and water infrastructure projects.

Agenda Item No. 9: Priest Lake Dam Modification Update

Mike Morrison spoke on the Priest Lake Dam modification and stated that the project was behind schedule because of delays in repair work due to attorney reviews and additional repairs on defective work from the previous contractor. He shared photos of the void beneath the dam and discussed the process for filling it. Increased costs and potential change orders due to the delays were discussed. There was no action, a funding resolution would be forthcoming.

Agenda Item No. 10: City of Hagerman / Billingsley Creek

Amy Cassel provided background that in 2021 the City of Hagerman applied to IDWR to transfer 1 cfs of 36-0049 to year-round municipal use. In February of 2022, IDWR issued a preliminary order approving the transfer for 1 cfs for irrigation season use only. The City requested a hearing on the approval and has been participating in an informal settlement process with IDWR, attempting to change the period of use to year-round. IDWR's primary concern is changing the irrigation right from an irrigation season of use to a year-round use and potential injury to existing downstream water rights on Billingsley Creek, including the IWRB's minimum streamflow water rights 36-8793 and 36-8596. Approval of year-round

use of the City's proposed transfer would reduce flows in Billingsley Creek by 1 cfs in the winter. The Idaho Water Resource Board's minimum streamflow water rights on Billingsley Creek could potentially be impacted by the City's proposal.

During the Streamflow Enhancement Committee meeting on December 18, 2023, Travis Thompson, representing the City of Hagerman, asked that the IWRB participate in an informal meeting between the City and IDWR. On January 9, 2024, staff attended the meeting with the City of Hagerman, Thompson, the City's consultants, and IDWR to discuss a path forward. While the discussion included possible conditions and potential agreements with the parties on the system, no resolution was determined. Ms. Cassel will continue to monitor progress on this topic.

Agenda Item No. 11: Lemhi River Settlement / McFarland Minimum Streamflow Water Right

Amy Cassel discussed a resolution that addressed three steps for exercising the McFarland minimum stream flow (MSF) as proposed by the Streamflow Steering Committee.

Mr. McMahon moved to approve the resolution. Mr. Van Stone seconded. Voice vote. All in favor. The motion carried.

Agenda Item No. 12: Water Supply Bank

a. Finances

Mary Condon requested that the board approve an increase in water bank rental fees from \$23 per acre foot to \$32 or \$33 per acre foot beginning in 2025. She discussed a funding resolution and mentioned that the WSB Committee recommended the increase.

Mr. Gibbs moved to adopt the resolution at \$33 per acre foot. Ms. Cole-Hansen seconded. Roll call vote: Mr. Barker, absent; 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.

b. Program Improvement Review

Cynthia Bridge Clark stated that the water supply bank program will undergo a review to improve application processing time and address procedural questions.

Agenda Item No. 13: Aging Infrastructure Grant Awards

Neeley Miller discussed a funding resolution for the most recent round of aging infrastructure grant awards. On January 11, 2024, the Finance Committee recommended the attached awards.

Ms. Cole-Hansen moved to adopt the resolution and attachment. Mr. Van Stone seconded. Roll call vote: Mr. Barker, absent; Ms. Cole-Hansen, aye; Mr. Gibbs, aye—noted that he was a member in the Last Chance Canal Company, line item 7; Mr. McMahon, aye; Mr. Olmstead, aye; Mr. Stevenson, aye; Mr. Van Stone, aye; and Chairman Raybould, aye—noted that he had an interest in line item 12. 7 ayes. The motion passed.

Agenda Item No. 14: Regional Water Sustainability Priority List

a. Terms and Conditions Approval

Neeley Miller provided background on the RWSPL. He mentioned that terms and conditions for approval would be presented for American Falls Dam Spillway Rehabilitation Project, Gooding Flood Control Project, and Lost Valley Reservoir Enlargement Project.

One resolution addressed the terms and conditions for American Falls Dam Spillway Rehabilitation Project. John Simpson expressed appreciation to the board on behalf of the stakeholders.

Mr. Olmstead moved to adopt the resolution and attachment. Mr. Van Stone seconded. Voice vote. All in favor. The motion carried.

The second resolution addressed the terms and conditions for Gooding Flood Control Project and Lost Valley Reservoir Enlargement Project.

Amy Cassel asked for a quick review of bulleted items two, three, and four in the section on Lost Valley. Finance Committee Chair Cole-Hansen stated that the items were captured correctly.

Mr. Stevenson moved to adopt the resolution and attachment. Mr. Olmstead seconded. Voice vote. All in favor. The motion carried.

b. Lewiston Orchards Exchange Project

Neeley Miller presented a draft resolution for the Lewiston Orchards Exchange Project. Mr. Barney Metz from LOID expressed appreciation for the support.

Mr. Olmstead moved to adopt the resolution to provide funds of \$1,287,000. Mr. Van Stone seconded. Roll call vote: Mr. Barker, absent; Ms. Cole-Hansen, abstain; Mr. Gibbs, aye; Mr. McMahon, aye; Mr. Olmstead, aye; Mr. Stevenson, aye; Mr. Van Stone, aye; and Chairman Raybould, aye. 6 ayes. The motion passed.

Agenda Item No. 15: ESPA Recharge Projects

Wesley Hipke provided a draft resolution for the South Fork recharge basin site development. Mr. Lance Schuster for Progressive Irrigation District was available for questions. Chairman Raybould asked about engineering work and topsoil movement for the site. Mr. Stevenson expressed concerns about unanswered questions. More information was requested. Mr. Schuster agreed to check with the property seller and report back. No action was taken by the board on the site development.

Mr. Hipke provided a draft resolution for Butte Market Lake Canal Company system capacity improvement study. The same had been discussed and recommended at the Aquifer Stabilization Committee on January 18th.

Mr. Olmstead moved to adopt the resolution to spend up to \$94,000. Mr. McMahon seconded. Roll call vote: Mr. Barker, absent; 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.

Mr. Hipke provided a draft resolution for expansion of the Poitevin Injection well site. The same had been discussed and recommended at the Aquifer Stabilization Committee on January 18th.

Mr. Stevenson moved to adopt the resolution to spend up to \$571,000. Mr. Van Stone seconded. Roll call vote: Mr. Barker, absent; 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.

Agenda Item No. 16: Administrative Rules Update

Erik Boe provided updates on rulemaking efforts on water appropriation and injection wells.

Agenda Item No. 17: Potential Legislation of Interest

Garrick Baxter discussed some pieces of legislation being proposed, including legislation related to class two injection wells, the National Flood Insurance Program modifying definitions in code, and domestic exemptions for ground water use. He mentioned discussions related to an ESPA river area of common groundwater supply.

Agenda Item No. 18: Director's Report

Director Weaver commended Mr. Morrison's presentation on Priest Lake, mentioning it was informative and well-delivered. He commented on rulemaking, expressed support for a 3% CEC increase for employees, and discussed budget enhancements.

Agenda Item No. 19: Non-Action Items for Discussion

Chairman Raybould offered Brooke Bybee, a member of the Sunnyside Irrigation District in Rexburg, an opportunity to speak to the Board. Mr. Bybee expressed appreciation for the support of water efficiency efforts.

Ms. Cole-Hansen highlighted Cynthia Bridge Clark's promotion to Planning and Projects Bureau Chief.

Chairman Raybould suggested developing a program to convert irrigation acres from groundwater to surface water in eastern Idaho.

Agenda Item No. 20: Next Meeting and Adjourn

Mr. Patton shared a few legislative meetings and stated the next scheduled board meetings would be March 28-29, 2024, in Boise. Mr. Van Stone moved to adjourn. Mr. Stevenson seconded. Voice vote. All ayes. Motion carried. Meeting adjourned at noon (MT).

Respectfully submitted this 29th day of March 2024.

Dean Stevenson, *Secretary*

Jennifer Strange, *Administrative Assistant II*



IDAHO WATER RESOURCE BOARD

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Chairman
St. Anthony
At Large

Jo Ann Cole-Hansen
Vice Chair
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At Large

Marcus Gibbs
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District 4

Patrick McMahon
Sun Valley
At Large

MINUTES MEETING NO. 2-24

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

February 5, 2024
Special Board Meeting No. 2-24

At 1:02 PM (MT) Chairman Raybould called the meeting to order in Boise, Idaho. The meeting was livestreamed on the Board's YouTube Channel. Online participants joined via Zoom.

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- *online*
Dean Stevenson, Secretary- *online*
Dale Van Stone- *absent*
Jeff Raybould, Chairman- *online*

Staff Members Present

Brian Patton, Executive Manager		
Cynthia Bridge Clark	Wesley Hipke	
Neeley Miller	Phil Blankenau	Jennifer Strange
Cooper Fritz- <i>online</i>		

Guest Participants on Zoom

Barney Metz	Ann Yribar	Lance Schuster
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Agenda Item No. 2: South Fork Recharge Project Proposal

Cooper Fritz provided brief summaries of additional research regarding the proposed South Fork Recharge Basin project considering site geology, the

value of the parcel on which the site would sit, an analysis of how the 74 acres in the parcel would be used, and clarification from Progressive Irrigation District (PID) regarding the use of any assets derived from the parcel beyond the recharge basin. Mr. Gibbs appreciated the additional information. Mr. Stevenson asked about the associated water rights. Mr. Barker asked about the maximum delivery capacity. There was discussion about modeling results. Mr. Stevenson moved to adopt the resolution that had been included in the meeting materials. Mr. Olmstead seconded the motion.

Mr. Hipke interjected that an updated resolution was available for discussion. Mr. Barker suggested that “costs” be added to the updated resolution. There was discussion about using Secondary Aquifer funds to purchase land. There was discussion about monies returned from the sale of byproducts. Mr. Barker asked if all the property could be purchased with Secondary Aquifer funds. Chairman Raybould suggested some edits for the resolution. Considering all the suggested edits to the resolution, the maker and second of the motion both withdrew their motions. Mr. Hipke read the last portion of the resolution which stated that “the IWRB will not release funds for this Project until agreements to deliver recharge water to the 55th Road Recharge Site and this Project are fully executed including the necessary agreements between PID and the Enterprize Canal Company.”

Mr. Lance Schuster for PID stated that there was no agreement with Enterprize. Chairman Raybould suggested the resolution be passed with the agreement as listed in the resolution.

Mr. Olmstead moved to adopt the resolution with the discussed amendments. Mr. Barker 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, absent; and Chairman Raybould, aye. 7 ayes. The motion passed.

Agenda Item No. 3: Lewiston Orchards Exchange Project Terms and Conditions

Neeley Miller stated that on December 4, 2023, Lewiston Orchards Irrigation District submitted a request for \$1,287,000 to fund a 30 percent engineering and design study. Representatives provided a presentation on the funding request at the IWRB’s January 11, 2023, Finance Committee meeting. On January 19th the IWRB passed resolution no. 06-2024, authorizing \$1,287,000 to complete the engineering and design study for the project. In that resolution, the IWRB also directed staff to work with project sponsors to develop appropriate contract terms and conditions to be brought back to the IWRB for approval.

He discussed the terms and conditions included by attachment to a draft resolution. Barney Metz with LOID stated that the terms and conditions had been reviewed and were acceptable.

Mr. McMahon moved to adopt the resolution. Mr. Gibbs seconded. Roll call vote: Mr. Barker, aye; Ms. Cole-Hansen, abstain; Mr. Gibbs, aye; Mr. McMahon, aye; Mr. Olmstead, aye; Mr. Stevenson, aye; Mr. Van Stone, absent; and Chairman Raybould, aye. 6 ayes. The motion passed.

Agenda Item No. 4: Metric Evapotranspiration Ground Truthing Project

Mr. Patton introduced Phil Blankenau. Cynthia Bridge Clark provided background on the project. The Board’s budget included a line item for the project up to \$1M. Details for the project were presented last May by Mr. Blankenau. Mr. Barker asked about the overestimation of water usage in groundwater modeling. Mr. Blankenau stated that the focus would be on ESPA model boundary. A draft resolution was presented.

Mr. Gibbs moved to adopt the resolution. Ms. Cole-Hansen 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, absent; and Chairman Raybould, aye. 7 ayes. The motion passed.

Agenda Item No. 5: Non-Action Items for Discussion

Mr. Olmsted stated that folks will likely be providing more proposals for recharge sites in Eastern Idaho.

Agenda Item No. 6: Next Meeting and Adjourn

Mr. Patton mentioned upcoming events. Mr. Barker moved to adjourn. Ms. Cole-Hansen seconded. Voice vote. All ayes. Motion carried. Meeting adjourned at 2:08 PM (MT).

Respectfully submitted this 29th day of March 2024.

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. 3-24

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

February 16, 2024
Special Board Meeting No. 3-24

At 10:01 AM (MT) Acting Chairman Cole-Hansen called the meeting to order in Boise, Idaho. The meeting was livestreamed on the Board's YouTube Channel. Online participants joined via Zoom.

Agenda Item No. 1: Roll Call

Board Members Present

Albert Barker—online, joined just after roll call
Jo Ann Cole-Hansen, Vice Chairman—online, acting as Chair
Marcus Gibbs—online
Patrick McMahon—online
Brian Olmstead—online
Dean Stevenson, Secretary—online
Dale Van Stone—online
Jeff Raybould, Chairman—joined in person after roll call

Staff Members Present

Brian Patton, Executive Manager—joined after roll call
Cynthia Bridge Clark, Acted as Executive Manager
Mike Morrison
Kara Ferguson
Jennifer Strange

Agenda Item No. 2: Priest Lake Outlet Dam Modification Project

Ms. Bridge Clark explained that both Brian Patton and Chairman Raybould were at the Capital for a presentation with JFAC. She would act as Executive Manager for the board, and Ms. Cole-Hansen would act as Chair.

Mike Morrison updated the board on the dam improvement project repairs to the Priest Lake outlet dam. He requested a change order not to exceed \$420,000. He explained that the \$367,714.17 would cover costs for Northbank to repair the void beneath the dam and to repair the defective dam apron section. The additional amount of \$49,032 covered costs with Mott MacDonald for a contract amendment. Included in the resolution was authorization for Brian Patton to sign the change order with Northbank.

Mr. Barker moved to adopt the resolution. Mr. Stevenson 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

Chairman Raybould and Brian Patton joined the meeting prior to the vote. Chairman Raybould reported that the IDWR and IWRB budgets had passed in the Joint Finance-Appropriations Committee.

Agenda Item No. 4: Next Meeting and Adjourn

Mr. Stevenson moved to adjourn. Mr. Gibbs seconded. Voice vote. All ayes. Motion carried. Meeting adjourned at 10:13 AM (MT).

Respectfully submitted this 29th day of March 2024.

Dean Stevenson, *Secretary*

Jennifer Strange, *Administrative Assistant II*

Memorandum

To: Idaho Water Resource Board
From: Neeley Miller, Planning & Projects Bureau
Date: March 26, 2024
Re: Financial Status Report



As of **February 29th 2024** the IWRB's available and committed balances are as follows:

Secondary Aquifer Fund:

Cash Balance	\$39,198,253
Committed/earmarked but not disbursed	\$30,321,408
Uncommitted Balance	\$8,876,845

Revolving Development Account:

Cash Balance	\$35,939,252
Committed Balance	\$33,014,247
Loan principal outstanding	\$19,082,964
Uncommitted Balance	\$2,925,005

Water Management Account

Cash Balance	\$291,283,543
Total Obligated Funds	\$257,754,803
Unobligated Funds	\$33,528,740

Total committed/earmarked/obligated but not disbursed	\$321,090,458
Total loan principal outstanding	\$19,082,964
Total uncommitted/unobligated balance	\$45,330,590

ARPA

Committed per HB 769	\$100,000,000
Committed per SB 1181	\$24,497,543
Expended	\$76,387,526
Obligated	\$88,884,921
Unobligated	(\$40,774,903)

- The obligated balance in the Water Management Account includes the \$20M legislative appropriation per HB 285 (FY 2019) for the Anderson Reservoir Enlargement and/or Mountain Home Air Force Base Water Supply Project. The obligated balance also includes \$50M for large infrastructure projects per Senate Bill 1121 (FY 2021) for the Anderson Ranch enlargement, Mountain Air Force Base Water Supply Project, ESPA Managed Aquifer Recharge Program, other projects identified by the IWRB.

- The Water Management Account unobligated balance also includes \$150M per HB 361 to be used for expenditures, loans, or grants for water projects, including studies to address water sustainability, rehabilitate or improve aging water infrastructure, or support flood management. The legislature indicated that the IWRB may provide up to one-third of this money for grants.

Idaho Water Resource Board
Sources and Applications of Funds
as of February 29, 2024

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.....	2,844,847.25
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.....	2,857,262.23

Committed Funds	Committed	Expended	Carryforward	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)	(8,002.36)	0.00

State Recharge & Aquifer Stabilization (SRAS) Sub-Account

Legislative Appropriation (HB547) State Recharge & Aquifer Stabilization.....	49,999,968.00
Recharge Payments - City of Pocatello.....	91,364.00
Carryforward from Recharge Infrastructure Projects Sub-Account.....	2,151,238.59
SRAS Operations - 29822.....	(721,723.88)
SRAS Recharge Conveyance - 29823.....	(17,605,733.34)
SRAS Studies - 29824.....	(807,171.65)
SRAS Projects - 29825.....	(11,545,853.13)
SRAS Monitoring - 29826.....	(2,205,267.36)
SRAS Hydrology Monitoring - 29827.....	(1,372,285.25)
SRAS Grants - 29828.....	0.00
Total Expenditures for HB547 - SRAS.....	(34,258,034.61)
Balance for State Recharge & Aquifer Stabilization Sub-Account.....	17,984,535.98

Committed Funds	Committed	Expended	Carryforward	Balance
HB547				
SRAS Operations - 29822.....	1,448,880.00	(721,723.88)	(625,439.35)	101,716.77
SRAS Recharge Conveyance - 29823.....	27,750,000.00	(17,605,733.34)	(816,351.70)	9,327,914.96
SRAS Studies - 29824.....	7,923,568.00	(807,171.65)	(4,630,809.87)	2,485,586.48
SRAS Projects - 29825.....	38,317,958.50	(11,545,853.13)	(25,938,466.36)	833,639.01
SRAS Monitoring - 29826.....	3,744,500.00	(2,205,267.36)	(777,571.43)	761,661.21
SRAS Hydrology Monitoring - 29827.....	1,925,000.00	(1,372,285.25)	(260,990.17)	291,724.58
SRAS Grants - 29828.....	0.00	0.00	0.00	0.00
Total HB547 Commitments.....	81,109,906.50	(34,258,034.61)	(33,049,628.88)	13,802,243.01

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
Carryforward from North Idaho Studies Sub-Account.....	109,351.82
WS Administration - 29840.....	(1,191,708.30)
WS Operations - 29842.....	0.00

WS Recharge Conveyance - 29843.....	0.00	
WS Studies - 29844.....	(5,063,608.54)	
WS Projects - 29845.....	(715,489.31)	
WS Monitoring - 29846.....	0.00	
WS Hydrology Monitoring - 29847.....	(2,362,163.95)	
WS Hydrology Modeling - 29848.....	(2,570,344.56)	
WS Grants - 29849.....	(119,196.03)	
WS Programs - 29850.....	(109,583.72)	
WS Clouds - 29860.....	(12,272,908.28)	
Total Expenditures for Water Sustainability.....	(24,405,002.69)	
Balance for Water Sustainability (WS) Sub-Account.....	18,454,349.13	

Committed Funds	<u>Committed</u>	<u>Expended</u>	<u>Carryforward</u>	<u>Balance</u>
SB1190 & SB1402				
WS Admin & Operations - 29840 & 29842.....	1,485,000.00	(1,191,708.30)	(70,976.70)	222,315.00
WS Recharge Conveyance - 29843.....	0.00	0.00	0.00	0.00
WS Studies - 29844.....	9,484,403.00	(5,063,608.54)	(1,021,827.63)	3,398,966.83
WS Projects - 29845.....	4,324,659.00	(715,489.31)	(1,838,652.31)	1,770,517.38
WS Monitoring - 29846.....	0.00	0.00	0.00	0.00
WS Hydrology Monitoring - 29847.....	4,308,352.82	(2,362,163.95)	(972,832.50)	973,356.37
WS Hydrology Modeling - 29848.....	2,700,000.00	(2,570,344.56)	0.00	129,655.44
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.....	23,287,000.00	(12,272,908.28)	(1,164,400.00)	9,849,691.72
Balance for SB1190 & SB1402.....	46,389,414.82	(24,405,002.69)	(5,549,493.11)	16,434,919.02

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).....	649,859.74
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).....	(747,754.36)
Balance of DOE SEP Grants Sub-Account.....	(97,894.62)

Funds Awarded	<u>Total Award</u>	<u>Expended</u>	<u>Carryforward</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	(747,754.36)	0.00	84,245.64
Balance of DOE Funds Awarded.....	3,151,000.00	(3,066,754.36)	0.00	84,245.64

Secondary Aquifer Planning, Management, and Implementation Committed Funds..... 30,321,407.67

Secondary Aquifer Planning, Management, and Implementation Available Funds..... 8,876,845.05

IDAHO WATER RESOURCE BOARD
Sources and Applications of Funds
as of February 29, 2024

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.....	\$14,690,949.49	
Interest Earned State Treasury (Transferred).....	\$2,949,445.70	
Water Supply Bank Receipts.....	\$9,959,029.05	
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.....		33,763,868.16
Legislative Audits.....	(\$49,404.45)	
IWRB Bond Program.....	(\$22,300.00)	
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.....	(\$17,362,888.43)	
TOTAL EXPENDITURES.....		(\$21,387,082.93)
CASH BALANCE OF MISCELLANEOUS PROJECTS.....		\$12,376,785.23

Legislative Appropriation 2014, HB 479 Sec 1 and 2

Mountain Home AFB Water Sustainability Project (29514)

Legislative Appropriation 2014, HB 479 Sec 1 and 2.....	\$4,000,000.00	
Mountain Home AFB Water Sustainability Project Expenditures.....	(\$4,000,000.00)	
Balance for Mountain Home AFB Water Sustainability Project.....		\$0.00

Galloway Dam & Reservoir Project (29517)

Legislative Appropriation 2014, HB 479 Sec 1 and 2.....	\$2,000,000.00	
Galloway Dam & Reservoir Project Costs (HB 479).....	(\$124,649.52)	
Transfer to Ririe Reservoir Flood Control (SB1190, Sec 7).....	(\$1,875,350.48)	
Balance Galloway Dam & Reservoir Project.....		\$0.00

Boise River (Arrowrock Enlargement) Feasibility Study (29518)

Legislative Appropriation 2014, HB 479 Sec 1 and 2.....	\$1,500,000.00	
Boise River (Arrowrock Enlargement) Feasibility Study Costs (HB479).....	(\$1,500,000.00)	
Balance Boise River (Arrowrock Enlargement) Feasibility Study (HB479).....		\$0.00

Island Park Enlargement (29520)

Legislative Appropriation 2014, HB 479 Sec 1 and 2.....	\$2,500,000.00	
Island Park Enlargement Costs (HB 479).....	(\$174,170.00)	
Transfer to Ririe Reservoir Flood Control (SB1190, Sec 7).....	(\$2,325,830.00)	
Balance Island Park Enlargement (HB 479).....		\$0.00

Water Supply Bank Computer Infrastructure (29519)

Legislative Appropriation 2014, HB 479 Sec 1 and 2.....	\$500,000.00	
Water Supply Bank Computer Infrastructure Costs (HB 479).....	(\$497,350.75)	
Transfer to Ririe Reservoir Flood Control (SB1190, Sec 7).....	(\$2,649.25)	
Balance Water Supply Bank Computer Infrastructure (HB 479).....		\$0.00
Cash Balance of Legislative Appropriation 2014, HB 479 Sec 1 and 2.....		\$0.00

Ririe Reservoir Flood Control

Transfer to Ririe Reservoir Flood Control (SB1190, Sec 7).....	\$4,203,829.73	
Rule Curve Modification Expenditures (Mitigation Inc CON01561).....	(\$1,008,298.44)	
Cash Balance Ririe Reservoir Flood Control Project.....		\$3,195,531.29

Committed Funds

Mitigation Inc (CON01561).....	\$461,701.56	
TOTAL COMMITTED FUNDS.....	\$461,701.56	
Uncommitted Ririe Reservoir Flood Control.....		\$2,733,829.73

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.....	\$218,772.40	
Total Priest Lake Water Management Project Revenue.....		\$1,449,217.40
Contract Expenditures - Mott MacDonald (CON01426).....	(\$638,162.35)	
Dam Operator Contracts.....	(\$51,483.48)	
Misc Expenditures.....	(\$33,096.53)	
Total Priest Lake Water Management Project Expenditures.....		(\$722,742.36)
Cash Balance Priest Lake Water Management Project.....		\$726,475.04
Committed Funds		
Dam Operator Contracts (CON01445, CON01453, CON01454).....	\$0.00	
Dam Operator Contracts (CON01541, CON01542).....	\$3,598.58	
Mott MacDonald Contract (CON01426).....	\$0.00	
TOTAL COMMITTED FUNDS.....	\$3,598.58	
Uncommitted Priest Lake Water Management Project Balance.....		\$722,876.46
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).....	(\$1,576,144.69)	
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.....	(\$3,423.54)	
Kirtson McConkie (CON01615).....	(\$46,588.76)	
Northbank Civil & Marine.....	\$0.00	
Total Priest Lake Construction Project Expenditures.....		(\$4,909,641.18)
Cash Balance Priest Lake Construction Project.....		\$90,358.82
Committed Funds		
Mott MacDonald Contract (CON01484).....	\$177,142.40	
Strider Construction - Outlet Dam (CON01480).....	\$0.00	
Strider Construction - Thorofare (CON01481).....	\$0.00	
Construction Contingency (Kirtson McConkie - CON01615).....	\$0.00	
TOTAL COMMITTED FUNDS.....	\$177,142.40	
Uncommitted Priest Lake Construction Project Balance.....		(\$86,783.58)
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.....	(\$135,206.79)	
Payment for Ongoing Bell Rapids Finance Costs (trustee fees, water bank,.....	(\$6,740.10)	
Total Bell Rapids Water Rights Sub-Account Expenditures.....		(\$51,373,822.36)
Cash Balance Bell Rapids Water Rights Sub-Account.....		\$510,742.69
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.....		\$97,857.00
Pristine Springs Project Sub-Account		
Rental Payments to be Transferred to Secondary Aquifer Fund.....	\$961,675.10	
Loan Interest.....	\$3,228,868.30	
Loan Principal from Magic Valley & North Snake GWD.....	\$8,098,798.84	
Total Pristine Springs Project Revenue to be Transferred.....		\$12,289,342.24
Total Pristine Springs Project Revenue Transferred to 0129-01.....	(\$5,129,300.00)	
Total Pristine Springs Project Revenue Transferred to 0129.....	(\$6,444,000.00)	
Total Pristine Springs Project Sub-Account Transfers.....		(\$11,573,300.00)
Cash Balance Pristine Springs Sub-Account.....		\$716,042.24
Pristine Springs Committed Funds		
Loan Payments to be transferred to 0129.....	\$0.00	
TOTAL COMMITTED FUNDS.....	\$0.00	
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.....	(\$7,512,101.09)	
Total Loans Outstanding.....	\$2,487,898.91	
Uncommitted Pristine Springs Sub-Account.....		\$716,042.24
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 (CON00989).....	(\$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/CBWTP Sub-Account		
Water Transaction Projects Payment Advances from CBWTP/Accord.....	\$6,745,469.03	

PCSRF Funds for Admin of Non-Diversion Easements on Lemhi River.....	\$216,584.46	
Interest Earned State Treasury.....	\$473,398.62	
Upper Salmon/CBWTP Sub-Account Revenue.....		\$7,435,452.11
Transfer to Water Supply Bank.....	(\$112,766.80)	
Change of Ownership.....	(\$600.00)	
Appraisals/Closing Costs.....	(\$14,155.98)	
Payments for Water Acquisition.....	(\$4,310,214.89)	
Upper Salmon/CBWTP Sub-Account Expenditures.....		(\$4,437,737.67)
Cash Balance CBWTP Sub-Account.....		\$2,997,714.44
Committed Funds		
Administration of Non-Diversion Easements on Lemhi River.....	\$124,125.61	
Bar G Farms (Pahsimeroi- Little Mud).....	(\$16.48)	
Bayhorse Creek (Peterson Ranch).....	\$19,920.49	
Badger Creek (OWBP) WSB.....	\$2,389.10	
Beaver Creek (DOT LLP).....	\$87,174.78	
Big Timber Tyler Phase I(Leadore Land Partners).....	\$255,235.36	
Big Timber Tyler Phase II (Leadore Land Partners).....	\$77,007.29	
Bohannon Creek DJ (Barbara Stokes).....	\$702,103.29	
Bohannon Creek BS (Betty Stokes).....	\$345,263.45	
Canyon Creek/Big Timber Creek (Beyeler).....	\$255,338.46	
Carmen Creek (Bill Slavin).....	\$160,621.08	
Carmen Creek (Bruce Slavin).....	\$100,790.99	
Fourth of July Creek (Defiance Investments).....	\$9,745.34	
Iron Creek (Koncz).....	\$79,662.11	
Knapp Creek (Cape Horn Ranch LLC).....	\$0.00	
Kenney Creek Source Switch (Gail Andrews).....	\$16,030.29	
Lemhi - Big Springs (Merrill Beyeler).....	\$39,604.25	
Lemhi River & Little Springs Creek Kauer (McFarland Livestock Co).....	\$12,282.38	
Little Springs Creek (Snyder).....	\$164,276.81	
Lower Eighteenmile Creek (Ellsworth Angus Ranch).....	\$1,777.78	
Lower Lemhi Thomas (Robert Thomas).....	\$900.00	
P-9 Bowles (River Valley Ranch).....	\$124,277.51	
P-9 Charlton (Sydney Dowton).....	\$8,279.45	
P-9 Dowton (Western Sky LLC).....	\$99,214.13	
P-9 Elzinga (Elzinga).....	\$122,719.75	
Patterson-Big Springs PBSC9 (Silver Bit Angus/S Whitworth).....	\$115,327.11	
Pole Creek (Salmon Falls Land).....	\$490,890.76	
Pratt Creek (Mulkey).....	\$66,062.62	
Spring Creek (Richard Beard).....	\$1,562.61	
Spring Creek (Ella Beard).....	\$2,285.76	
Whitefish (Leadore Land Partners).....	\$62,140.04	
Total Committed Funds.....	\$3,546,992.12	
Uncommitted CBWTP Sub-Account Balance.....		(\$549,277.68)
Water Supply Bank Sub-Account		
Interest Earned State Treasury.....	\$57,996.37	
Payments received from renters.....	\$7,308,415.46	
Payments made to owners.....	(\$6,626,098.29)	
Cash Balance Water Supply Bank Sub-Account.....		\$740,313.54
Committed Funds:		
Owners Share.....	\$682,317.17	
Total Committed Funds.....	\$682,317.17	
Uncommitted Water Supply Bank Sub-Account Balance.....		\$57,996.37
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.....	\$2,137,385.99	
Loan Interest.....	\$297,798.67	
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.....		\$13,895,840.28
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.....	(\$3,533,532.05)	
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.....		(\$12,146,946.94)
Cash Balance Eastern Snake Plain Sub-Account.....		\$1,748,893.34
Loans and Other Commitments		
Commitment - Additional recharge projects preliminary development.....	\$337,594.00	
Commitment - Palasades Storage O&M.....	\$3,221.64	
Commitment - Black Canyon Exchange Project (fund with ongoing revenue).....	\$442,252.95	
Total Loans and Other Commitments.....	\$783,068.59	
Eastern Snake Plain Sub-Account Balance after Commitments.....		\$965,824.75
CREP Loans Outstanding:		
American Falls-Aberdeen GWD (CREP).....	\$316.52	
Bonneville Jefferson GWD (CREP).....	\$6,556.58	
Magic Valley GWD (CREP).....	\$0.00	
North Snake GWD (CREP).....	\$0.00	
TOTAL ESP CREP LOANS OUTSTANDING.....	\$6,873.10	
Uncommitted Eastern Snake Plain Sub-Account Balance.....		\$958,951.65
Dworshak Hydropower Project		

Power Sales & Other.....	\$16,585,683.73	
Interest Earned State Treasury.....	\$1,288,406.44	
Total Dworshak Project Revenue.....		\$17,874,090.17
Operations & Maintenance.....	(\$4,029,170.89)	
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.....		(\$5,756,980.20)
Cash Balance Dworshak Hydropower Project.....		\$12,117,109.97
Dworshak Project Committed Funds		
Emergency Repair/Future Replacement Fund.....	\$6,570,160.23	
FERC Fee Payment Fund.....	\$0.00	
Total Dworshak Project Committed Funds.....	\$6,570,160.23	
Uncommitted Dworshak Hydropower Project Sub-Account Balance.....		\$5,546,949.74

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	\$2,371,045.18
Bannock Feeder Canal.....	\$335,110.00	\$232,378.78
Bee Line Water Association (Sep 23, 2014; System Improvements).....	\$600,000.00	\$450,333.33
Bennington Irrigation Company (Infrastructure replacement).....	\$117,184.82	\$48,491.04
Blaine County Canal Co.....	\$6,000,000.00	\$977,080.74
Boise Warm Springs Water District.....	\$2,810,000.00	\$1,507,364.88
Canyon County Drainage District No. 2 (28-Nov-12; Drain tile pipeline repla	\$35,000.00	\$0.00
Clearview Water Company.....	\$50,000.00	\$11,113.51
Cloverdale Ridge Water Corporation (Irrigation infrastructure).....	\$56,615.00	\$53,580.99
Conant Creek Canal Company.....	\$90,000.00	\$33,250.00
Consolidated Irrigation Company (July 20, 2012; pipeline project).....	\$500,000.00	\$306,369.03
Dalton Water Association.....	\$1,036,900.00	\$872.76
Evans Water Corporation & HOA.....	\$20,000.00	\$10,599.76
Falls Irrigation District.....	\$9,095,000.00	\$435,950.21
Foothill Ranch Homeowners Association (7-oct-11; well rehab).....	\$150,000.00	\$45,041.67
Goose Lake Reservoir Corp.....	\$320,000.00	\$191,398.79
King Hill Water Corporation (Irrigation infrastructure replacement).....	\$1,500,000.00	\$1,500,000.00
Lakeview Estate Subdivision HOA.....	\$65,000.00	\$27,998.73
Last Chance Canal Company (14-July-2015; diversion dam rebuild).....	\$2,500,000.00	\$1,515,950.90
Marsh Center Irrigating Company.....	\$700,000.00	\$566,543.27
Milner Irrigation District (pipeline replacement).....	\$2,000,000.00	\$1,737,317.62
North Side Canal Company (Phase 1 - canal rehab project).....	\$1,846,092.61	\$1,302,511.14
Outlet Water Association (22-Jan-16; new well & improvements).....	\$100,000.00	\$37,870.76
Picabo Livestock Co Inc.....	\$95,000.00	\$91,610.69
Pinehurst Water District (23-Jan-15).....	\$100,000.00	\$6,294.41
Pinehurst Water District.....	\$87,000.00	\$52,715.79
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	\$202,722.69
South Valley Ground Water District.....	\$150,000.00	\$122,425.86
St. Johns Irrigating Company (14-July-2015; pipeline project).....	\$1,417,905.22	\$989,700.60
Twin Lakes Canal Company (Winder Lateral Pipeline Project).....	\$500,000.00	\$0.00
Valley County Local Improvement District No. 1/Jughandle HOA (well project	\$907,552.00	\$289,713.79
TOTAL LOANS OUTSTANDING.....		\$17,356,015.33

Loans and Other Funding Obligations:	
Reserved for Future Loans.....	\$0.00
Bannock Feeder Canal.....	\$102,731.22
Barber Pool Hydro.....	\$850,670.00
Blaine County Canal Co.....	\$3,938,799.25
Boise City Canal Company.....	\$200,000.00
Boise Warm Springs Water District.....	\$1,302,635.12
Chester Canal & Irrigation Company.....	\$34,895.00
Conant Creek Canal Company.....	\$56,750.00
Enterprise Canal Company.....	\$3,588,856.00
Falls Irrigation District.....	\$8,659,049.79
Lakeview Estates Subdivision HOA.....	\$37,001.27
Marsh Center Irrigating Company.....	\$133,456.73
Pinehurst Water District.....	\$34,284.21
Point Springs Grazing Association.....	\$17,335.53
Weiser Irrigation District.....	\$126,500.00
TOTAL LOANS AND OTHER FUNDING OBLIGATIONS.....	\$19,082,964.12

TOTAL CASH BALANCE.....	\$35,939,251.87
COMMITTED FUNDS AFTER LOAN OBLIGATIONS.....	(\$33,014,246.74)
UNCOMMITTED FUNDS AFTER LOAN OBLIGATIONS.....	\$2,925,005.13

Idaho Water Resource Board
Sources and Applications of Funds
as of February 29, 2024
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.....		\$128,077.64	
Filing Fee Balance.....		\$2,633.31	
Water Supply Bank Receipts.....		\$841,803.07	
Bond Fees.....		\$277,254.94	
Funds from DEQ and IDOC for Glenns 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.....			\$124,846.86
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.....			\$108,846.86
Large Water Projects Program Sub-Account			
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 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).....	\$100,000,000.00		
Legislative Appropriation (HB 361, Sec 1, 2023-portion to be used for Aging Infrastructure Grants).....	\$50,000,000.00		
Interest Earned State Treasury.....	\$6,047,403.68		
Total Revenue for Large Water Projects Program Sub-Account.....		\$301,047,403.68	
Municipal Capital Markets Group Inc (CON01518).....		(\$8,102.50)	
DOI-BOR Agreement.....		(\$1,223,944.00)	
Priest Lake Outlet Dam Construction (Northbank Civil & Marine).....		(\$2,977,634.01)	
Priest Lake Outlet Dam - Litigation contract (CON1615).....		(\$540,984.48)	
Grants Disbursed for HB 769, Sec 6 & HB 361, Sec 1 - Aging Infrastructure Grants.....		(\$7,721,401.80)	
Total Expenditures for Large Water Projects Program Sub-Account.....		(\$12,472,066.79)	
Cash Balance for Large Projects Program Sub-Account.....			\$288,575,336.89
Large Water Projects Program Obligated Funds			
Aging Infrastructure Grants - HB 361, Sec 1.....	\$31,238,029.22		
Anderson Ranch Dam Raise Interim Funding.....	\$16,367,953.50		
Mountain Home Air Force Base Sustainable Water Project.....	\$28,000,000.00		
Eastern Snake Plain Aquifer Recharge Infrastructure.....	\$22,400,000.00		
Bear Lake Additional Water Storage.....	\$2,000,000.00		
Potential Dworshak/Clearwater Pipeline.....	\$70,000,000.00		
Priest Lake Outlet Dam Construction (Northbank Civil & Marine).....	\$3,588,000.00		
Priest Lake Outlet Dam - Litigation contract (CON1615).....	\$274,015.52		
Priest Lake Unanticipated Repairs (2/2024 authorization).....	\$420,000.00		
Total Large Water Projects Program Obligated Funds.....		\$174,287,998.24	
Regional Water Sustainability Projects			
City of Nampa.....	\$3,000,000.00		
Gooding Flood Control Project.....	\$4,000,000.00		
North Fremont Canal Systems Phase 5 Pipeline Project.....	\$7,811,056.00		
Raft River Pipeline.....	\$7,000,000.00		
Treasure Valley Water Supply Assessment Project.....	\$155,500.00		
Palouse Basin Aquifer Water Supply.....	\$182,500.00		
Lost Valley Reservoir Enlargement.....	\$560,000.00		
Lewiston Orchards Irrigation District - Lower Clearwater Exchange Project.....	\$1,287,000.00		
Total Regional Water Sustainability Projects.....		\$23,996,056.00	
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	(250,781.19)	1,749,218.81
Boise Project Board of Control (CON01625 - New York Canal Lining).....	2,418,900.00		2,418,900.00
Chester Canal & Irrigation Company (CON01623 - Diversion Headgate).....	29,725.00	(33,222.50)	(3,497.50)
Dalton Gardens Irrigation District (CON01624 - Delivery Improvements).....	23,460.00	(21,756.55)	1,703.45
Enterprise 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	(178,684.83)	21,903.17
Fremont Madison Irrigation District (CON01621 - Headgate Modernization & Automation).....	58,200.00	(58,123.00)	77.00
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		1,820,048.00

North Side Pumping Company (CON01626 - Pump Station/Canal Abandonment).....	951,800.00	(856,620.00)	95,180.00
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	(6,244,590.07)	6,255,409.93
Aging Infrastructure Program Grants (Round 2)			
WRV Board of Control.....	309,000.00		309,000.00
Falls Irrigation District.....	2,000,000.00	(159,040.57)	1,840,959.43
Cub River Irrigation Company.....	1,000,000.00		1,000,000.00
Nampa Meridian Irrigation District.....	1,866,116.00		1,866,116.00
Curran Ditch Users Association.....	16,100.00	(16,100.00)	0.00
HFF Conant Creek.....	499,145.00	(459,301.28)	39,843.72
Island Ward Canal Co.....	11,945.00		11,945.00
North Side Canal Company.....	2,000,000.00		2,000,000.00
King Hill Irrigation District.....	828,501.00		828,501.00
Twin Falls Canal Company.....	245,547.00	(44,037.00)	201,510.00
Big Lost Irrigation District.....	900,000.00	(100,680.32)	799,319.68
Boise City Canal Company.....	122,000.00	(8,376.28)	113,623.72
Hat Butte Mutual Canal Company.....	78,965.00	(78,965.00)	0.00
Solenberger Ditch Company.....	3,000.00	(3,000.00)	0.00
Sunnydell Irrigation District.....	30,233.00		30,233.00
Twin Falls Canal Company.....	44,037.00		44,037.00
Burley Irrigation District.....	891,000.00	(12,102.95)	878,897.05
Hayden Lake Irrigation District.....	1,654,411.00		1,654,411.00
Balance for Aging Infrastructure Grants - Round 2.....	12,500,000.00	(881,603.40)	11,618,396.60
Aging Infrastructure Program Grants (Round 3)			
Marysville Irrigation Company.....	42,964.00		42,964.00
Blaine County Canal Company.....	1,314,786.00	(595,208.33)	719,577.67
Falls Irrigation District.....	831,079.00		831,079.00
Egin Bench Canals Inc.....	31,349.00		31,349.00
Portneuf-Marsh Valley Canal Co.....	625,000.00		625,000.00
Grindstone Butte Mutual Canal Co.....	1,555,167.00		1,555,167.00
Mountain Home Irrigation District.....	132,412.00		132,412.00
Payette Lakes Recreational Water & Sewer District.....	1,803,318.00		1,803,318.00
United Canal Co.....	70,000.00		70,000.00
Fremont Madison Irrigation District.....	16,575.00		16,575.00
Milner Dam Inc.....	2,000,000.00		2,000,000.00
Weiser River Soil Conservation District.....	124,410.00		124,410.00
West Indian Cove Water Co.....	545,344.00		545,344.00
Long Island Irrigation Co.....	74,222.00		74,222.00
Mill Canyon North Canal Co.....	11,496.00		11,496.00
Twin Falls Canal Co.....	20,458.00		20,458.00
Burgess Canal & Irrigation Co.....	1,057,584.00		1,057,584.00
Burnett Water Users Association.....	825,000.00		825,000.00
Island Ward Canal Co.....	2,457.00		2,457.00
Balance for Aging Infrastructure Grants - Round 3.....	11,083,621.00	(595,208.33)	10,488,412.67
Aging Infrastructure Program Grants (Round 4)			
Black Canyon Irrigation District.....	100,000.00		100,000.00
Sunnydell Irrigation District.....	2,000,000.00		2,000,000.00
Jefferson Irrigation Company.....	581,488.00		581,488.00
Twin Falls Canal Company.....	51,331.78		51,331.78
Mud Lake Water Users.....	800,000.00		800,000.00
Jefferson Irrigation Company.....	145,648.00		145,648.00
Last Chance Canal Company.....	140,674.00		140,674.00
Farmers Land & Irrigation Company.....	89,667.00		89,667.00
Mountain Home Irrigation District.....	394,403.00		394,403.00
Parks and Lewisville Irrigation Company.....	83,852.00		83,852.00
Dalton Gardens Irrigation District.....	1,369,165.00		1,369,165.00
Fremont Madison Irrigation District.....	26,680.00		26,680.00
AFRD2.....	40,000.00		40,000.00
Teton Irrigation.....	58,008.00		58,008.00
New Sweden Irrigation District.....	672,891.00		672,891.00
Bilbrey Ditch Company.....	40,173.00		40,173.00
Capital View Irrigation District.....	59,550.00		59,550.00
Moore Canal Water Users' Association.....	1,024,819.00		1,024,819.00
Balance for Aging Infrastructure Grants - Round 4.....	7,678,349.78	0.00	7,678,349.78
Total Aging Infrastructure Program Obligated Funds.....	43,761,970.78	(7,721,401.80)	36,040,568.98
Water Project Loan Program			
North Side Pumping Company.....		\$1,200,000.00	
North Side Canal Company.....		\$5,000,000.00	
King Hill Irrigation District.....		\$500,000.00	
Raft River Recharge Group.....		\$14,111,000.00	
Total Water Project Loan Program Obligated Funds.....			\$20,811,000.00
Large Water Projects Program Unobligated Funds.....			\$33,439,713.67
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.....		(\$157,095.12)	
Total Expenditures for Water Quality Collection Program Sub-Account.....			(\$557,095.12)
Cash Balance for Water Quality Collection Program Sub-Account.....			\$53,182.64
Water Quality Collection Program Obligated Funds			
DOI-USGS Agreement FY 2022 - Mid-Snake River.....		\$42,904.88	

Total Water Quality Collection Program Obligated Funds.....	\$42,904.88	
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	
Interest Earned State Treasury.....	\$93,115.88	
Total Revenue for Flood Management Program Sub-Account.....		\$5,493,115.88
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).....	(\$540,243.24)	
Grants Disbursed for Leg Approp (SB1190, Sec 5, 2021, Flood Mgmt Pgm-Year 4).....	(\$693,345.74)	
Grants Disbursed for Leg Approp (SB , Sec 5, 2022, Flood Mgmt Pgm-Year 5).....	(\$203,421.51)	
Total Expenditures for Flood Management Program Sub-Account.....	(\$2,962,939.39)	
Cash Balance for Flood Management Program Sub-Account.....		\$2,530,176.49

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 - Siil 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
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	(540,243.24)	320,702.14
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 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		125,000.00
Riverside Water & Sewer District (CON01609).....	200,000.00	(28,071.51)	171,928.49

ESPAR & Madison County Flood Diversion Project (CON01610).....	47,300.00		47,300.00
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	(203,421.51)	949,831.49
Flood Management Program grants - Year 6 (SB 1181, Sec 5, 2023)			
Eagle Sewer District.....	200,000.00		200,000.00
Flood District 9 (Con # 4050).....	118,086.00		118,086.00
City of Parma.....	50,000.00		50,000.00
Hiawatha Canal Users Association.....	200,000.00		200,000.00
Oakley Highway District.....	176,000.00		176,000.00
Joint School District No. 171.....	89,064.00		89,064.00
Clearwater SWCD - Jim Ford Crossing.....	81,063.00		81,063.00
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.....	1,002,151.00	0.00	1,002,151.00
Obligated for Flood Management Grants.....	\$5,523,214.28	(\$2,962,939.39)	\$2,560,274.89
Flood Management Grants Unobligated Funds.....			(\$30,098.40)
TOTAL OBLIGATED FUNDS BALANCE.....			\$257,754,802.99
Unobligated Funds.....			\$33,528,739.89
<i>Bold and italicized indicates that project is completed and entity has received final payment</i>			

Idaho Water Resource Board
Sources and Applications of Funds
as of February 29, 2024
AMERICAN RESCUE PLAN ACT ACCOUNT

Legislative Appropriation (HB 769, Sec 8).....	100,000,000.00
Legislative Appropriation (SB 1181, Sec 6).....	24,497,543.89
USDOI/BLM - Anderson Ranch CON 21WN102130.....	(72,871,406.00)
Mountain Home Air Force Base pipeline.....	(907,374.20)
Recharge Project Expenditures.....	(2,608,746.25)
Regional Water Sustainability Projects.....	
Total ARPA Fund Expenditures.....	(76,387,526.45)
Total Cash Balance ARPA.....	48,110,017.44
Obligated ARPA Funds	
USDOI/BLM - Anderson Ranch CON 21WN102130.....	28,594.00
Mountain Home Air Force Base pipeline.....	34,092,025.80
Recharge Projects	
Minidoka Irrigation Dist - Goyne Sump Recharge Project.....	3,310,334.00
Hamer Road Recharge Project.....	5,000,000.00
Southwest Irrigation Dist - Big Sky & Murtaugh Injection Well.....	245,000.00
Enterprize Canal Company - 55th Road.....	1,700,000.00
Enterprize Canal Company - Swan Highway Project.....	1,991,999.50
New Sweden Irrigation Dist - Head of the Basalt Recharge Site.....	205,967.25
SF Recharge Basin Development	4,240,000.00
Expansion of Poitevin injection well site	571,000.00
Regional Water Sustainability Projects	
American Falls Spillway Rehab.....	12,500,000.00
New York Canal lining.....	25,000,000.00
Total Obligated ARPA Funds.....	88,884,920.55
TOTAL UNOBLIGATED ARPA FUNDS.....	(40,774,903.11)



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

Ms. Melanie Paquin
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 Ms. Paquin:

This status update is being sent in preparation for the Idaho Water Resource Board (IWRB) meeting on March 29, 2024.

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.

Current Status

Recent project activities include:

- Designers working on 60% designs for the dam raise.
- Designers completed 60% designs for the reservoir rim projects.
- Completed Constructability Review for the reservoir rim projects.

Ongoing project activities include:

- 60% designs and 90% designs, water supply mitigation analysis, and constructability review feedback.

- Coordination and support for environmental compliance activities.
- Project team working to resolve several outstanding items necessary to finalize environmental compliance schedule.
- Stakeholder coordination and project awareness.
- Standing monthly oversight team meetings between Reclamation and IWRB staff.

Completed Key Milestones

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.
January 2024	Completed Reservoir Rim Projects 60% design.

Key Critical Path Milestones

Winter 2024/2025	Complete Supplemental Draft EIS
2025	Complete environmental compliance
Winter 2024/2025	Complete final design

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: Justin Ferguson, Cynthia Bridge Clark
Date: March 29, 2024
Re: Anderson Ranch Dam Raise



REQUIRED ACTION: Consider a resolution to approve extension of Proposed Contract Changes and Updates

Project Background

In March 2018, the Idaho Water Resource Board (IWRB; Board) and the U.S. Bureau of Reclamation (Reclamation) executed Memorandum of Agreement/Reimbursable Agreement No. R18MR11171 (MOA) 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), resulting in the creation of approximately 29,000 acre-feet of new storage space.

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 estimate for the total design and construction cost of the project 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%, or approximately \$74.1 million, and is the responsibility of the IWRB. The federal share of the total construction cost is 11.05% and will be paid by Reclamation appropriations.

Project Funding

In 2021 the IWRB advanced \$1,223,944 to Reclamation to partially fund the non-federal cost share for final design and construction activities associated with the project. Pursuant to House Bill 769 of the 2022 Idaho Legislative Session, the IWRB authorized the expenditure of the remainder of the current non-federal cost obligation, approximately \$72.9 million, in September 2022.

Proposed Contract Amendments

The MOA was executed between the IWRB and the Bureau of Reclamation in March 2021 and will expire March 31, 2024. However, additional time and funding is required to complete environmental compliance activities for the Project. Staff are proposing the following amendments to the contract:

- The proposed amendment would extend the contract through 2025, allowing more time to finalize the remaining portions of the Supplemental Environmental Impact Study.
- As of March 2024, an updated estimate to complete the work covered in the modified MOA has been provided by the Bureau with an anticipated cost of between \$750,000 and \$950,000, of which 50% will be the responsibility of the IWRB. Staff recommends the use of ARPA funding to cover the additional costs associated with the revised estimate.
- The final amendment to the Contract is a change in Cynthia Bridge Clark's title from Planning & Projects Supervisor to Planning & Projects Bureau Chief.

Ongoing Project Activities

- IWRB staff continue to coordinate with Reclamation, including the review of the upcoming 60% design

review of the Dam Raise, and the Supplemental Environmental Impact report review.

- Staff Participated in the 60% Design review for the Rim Projects February 2024;
- Staff participated in Reclamation's Risk Identification Meeting on March 7th;
- Upcoming meetings with protestants to application 63-34753 as part of the informal settlement process to address concerns;
- Upcoming 60% design review for the Dam Raise and Spillway scheduled for Spring 2024;
- Board staff are working on options for the allocation of IWRB storage water to interested water users.

Attached to this memo is a draft resolution for IWRB consideration and approval.

ATTACHMENTS

- Draft Resolution for changes to Modification No. 3
- Draft *Modification No. 3. To Memorandum of Agreement / Reimbursable Agreement between Idaho Water Resource Board and Bureau of Reclamation Columbia-Pacific Northwest Region, Snake River Area Office for Boise River Basin Feasibility Study*

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE ANDERSON RANCH
DAM, LOCATED ON THE SOUTH FORK OF THE
BOISE RIVER

RESOLUTION TO APPROVE FUNDS FROM THE
ARPA STATE FISCAL RECOVERY FUND AND
EXTEND CONTRACT TERM

1 WHEREAS, House Joint Memorial No. 8 passed by the 2008 Idaho Legislature encouraged the
2 Idaho Water Resource Board (IWRB), in coordination with other public and private entities, to initiate
3 and complete the study of additional water storage projects in the State of Idaho; and
4

5 WHEREAS, pursuant to Public Law 111-11, Section 9001, passed in 2009 by the 111th Congress
6 of the United States, Reclamation was authorized to complete feasibility studies on the Boise and
7 Payette River projects, as identified in Reclamation's 2006 Water Assessment Study; and
8

9 WHEREAS, on October 27, 2017, the IWRB passed a resolution to partner with Reclamation and
10 agreed to provide the 50% Non-Federal cost share to complete the Boise River Basin Feasibility Study
11 (Feasibility Study). The Feasibility Study evaluated increasing water storage opportunities within the
12 Boise River basin to meet existing and future water supply demands, primarily through the expansion of
13 Anderson Ranch Reservoir; and
14

15 WHEREAS, in March 2018, the IWRB and Reclamation executed Memorandum of
16 Agreement/Reimbursable Agreement No. R18MR11171 to formalize roles, work, and funding
17 responsibilities associated with the Feasibility Study and associated environmental compliance activities.
18 The MOA was modified in September 2019 and in May 2020 to authorize additional funding
19 (Modifications 1 and 2) and retained the requirement that costs be shared equally between the IWRB
20 and Reclamation; and
21

22 WHEREAS, the Feasibility Study was further authorized under section 4007(b) of the Water
23 Infrastructure Improvements for the Nation Act (WIIN Act) the, P.L. 114-322 (WIIN Act), which provides
24 study and construction authority and Federal funding proportionate to the Federal benefits deemed
25 feasible as of January 2021. The WIIN Act further requires Reclamation's project partner(s) to pay the
26 Non-Federal share of the project capital costs; and
27

28 WHEREAS, in December 2020, the Secretary of the Interior determined the Feasibility Study's
29 recommended plan to raise Anderson Ranch Dam 6 feet, approximately 29,000 acre-feet of new storage
30 space, to be feasible in accordance with the WIIN Act, and Fiscal Year 2021 Appropriations legislation
31 secured \$12.88 Million in WIIN Act funding as the Federal cost share for completing the Feasibility
32 Study, environmental compliance, and construction; and
33

34 WHEREAS, on November 19, 2021, the IWRB and Reclamation negotiated and executed a
35 Contract for the Raise of Anderson Ranch Dam (Contract No. 21 WN102130) to complete "Non-Contract
36 Post-Authorization" activities, final design, and construction of the Anderson Ranch Dam Raise Project.

Under this contract, the IWRB is responsible for the Non-Federal share of the total project costs, or 88.95%; and

WHEREAS, the IWRB is a constitutional agency of the State of Idaho, organized, existing, and operating pursuant to Article XV, Section 7 of the Idaho Constitution and Idaho Code § 42-1732 through § 42-1780, which has authority to construct and operate water projects and to acquire, purchase, lease, or exchange land, rights, water rights, or other property related to water projects; and

WHEREAS, the American Rescue Plan Act (ARPA), Pub. L. 117-2 subtitle M (2021), appropriated \$219,800,000,000 to the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) for making payments to the States to mitigate the fiscal effects stemming from the public health emergency with response to the Coronavirus disease; and

WHEREAS, the SLFRF funds may be used to, among other things, make necessary investments in water, sewer, or broadband infrastructure. Pub L. 117-2 sec. 602(c)(1)(D), 42 U.S.C. § 802(c)(D); and

WHEREAS, funds under the SLFRF may be used for the purposes of satisfying any Non-Federal matching requirement for an authorized Bureau of Reclamation project, 42 U.S.C. § 802(c)(4); and

WHEREAS, in 2022 the Idaho Legislature passed House Bill 769 in which it expressed its intent to set aside approximately \$250,000,000 of ARPA funding to support projects managed by the IWRB, including the enlargement of Anderson Ranch Reservoir; and

WHEREAS, House Bill 769 appropriated \$100,000,000 from the ARPA State Fiscal Recovery Fund for Fiscal Year 2023 to support projects managed by the IWRB, including the enlargement of Anderson Ranch Reservoir; and

WHEREAS, IWRB Resolution 26-2022 authorized expenditures of \$72.9 Million from the ARPA State Fiscal Recovery Fund for the enlargement of Anderson Ranch Reservoir;

WHEREAS, under IWRB Resolution 14-2021, to address concerns by the IWRB and water users about Project costs, water availability, and impacts to existing Anderson Ranch Dam Reservoir spaceholders identified in the Draft Environmental Impact Statement, the IWRB agreed to allow Reclamation to continue environmental compliance activities under the MOA while moving forward with project design under Contract No. 21WN102130; and

WHEREAS, the MOA expires March 31, 2024 and will need to be extended through the completion of the Supplemental Environmental Impact Statement and issuance of the Record of Decision; and

WHEREAS, Reclamation proposes a modification to the MOA, Modification 3, which includes additional activities required for completion of environmental compliance and associated costs up to \$950,000. Under the MOA, the IWRB will be responsible for fifty percent (50%) of the additional costs; and

82 NOW THEREFORE IT BE RESOLVED the IWRB authorizes additional expenditures from the ARPA
83 State Fiscal Recovery Fund, up to \$950,000, for the remaining activities defined in Modification No. 3 to
84 the MOA.

85
86 NOW THEREFORE BE IT FURTHER RESOLVED that if the IWRB elects not to proceed with the raise
87 of Anderson Ranch Dam, all remaining funds shall be returned to the IWRB to fund other qualifying
88 projects.

89
90 NOW THEREFORE BE IT FURTHER RESOLVED that the IWRB authorizes the amendment to
91 contract Reclamation Agreement No: R18MR11717 as outlined in the attached *Modification No. 3 to*
92 *Memorandum of Agreement / Reimbursable Agreement between the Idaho Water Resource Board and*
93 *the Bureau of Reclamation Columbia-Pacific Northwest Region, Snake River Area Office for Boise River*
94 *Feasibility Study.*

95
96 NOW THEREFORE BE IT FURTHER RESOLVED that the IWRB authorizes its chairman or designee,
97 to execute the necessary agreements or contracts for the purpose of this resolution.

DATED this 29th day of March 2024.

Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST _____
Dean Stevenson, Secretary

MODIFICATION NO. 3
To
MEMORANDUM OF AGREEMENT / REIMBURSABLE AGREEMENT
between
Idaho Water Resource Board
and
Bureau of Reclamation
Columbia-Pacific Northwest Region, Snake River Area Office
for
Boise River Basin Feasibility Study

This modification of Memorandum of Agreement No. R18MR11717, which serves as a Reimbursable Agreement (Agreement), is entered into by (1) the United States Department of Interior, Bureau of Reclamation, Columbia-Pacific Northwest Region, Snake River Area Office (Reclamation), and (2) the Idaho Water Resource Board (IWRB), a constitutional agency of the State of Idaho that is responsible for the formulation and implementation of a state water plan, financing water projects, and the operation of programs that support sustainable management of Idaho’s water resources. This Agreement identifies the roles, work, and funding responsibilities associated with a work program intended to culminate in completion of a feasibility study (Study) of additional surface water storage within the Boise River System.

1. Purpose of this Modification

The original Agreement presented the expected work program, cost, and schedule for completing the Study by March 2024. Modification No. 1 was to supplement the background information and adjust the Agreement schedule (Section 5), budget (Section 6), and principal contacts (Section 9) to accommodate completion of the Study prior to January 1, 2021. Modification No. 2 was to adjust the Agreement schedule (Section 5), budget (Section 6), and principal contacts (Section 9).

This modification is to adjust the Implementing Actions (Section 4), Agreement schedule (Section 5), budget (Section 6), Term of AGREEMENT (Section 7), and principal contacts (Section 9).

2. Background: Unchanged

3. Authority: Unchanged

4. Implementing Actions:

a. Reclamation Shall:

- i. Carry out the Study
 1. Perform initial screening of alternatives
 2. Develop a Plan of Study
 3. Perform analysis of alternatives
 4. Perform formal NEPA compliance activities
 5. Undergo approval process of recommended alternative
- ii. Provide project management services for the Study, including preparation and execution of a Project Management Plan (PMP) that will include:
 1. Scope, Schedule, Budget overview
 2. Roles and Responsibilities Matrix

3. Change Management Plan
4. Communications Plan
5. Public Involvement Plan
6. Risk Management Plan
- iii. Produce draft and final Study Reports according to Reclamation FS guidance.
- iv. Produce supplemental draft and final environmental compliance documentation according to Reclamation NEPA guidance and compliant with all applicable regulations and laws passed subsequently, including:
 1. Council on Environmental Quality (CEQ) regulations (40 C.F.R. Parts 1500-1508);
 2. Implementation of the NEPA (43 C.F.R. Part 46);
 3. U.S. Department of the Interior (DOI) requirements (Department Manual 516, Environmental Quality [DOI 2004]);
 4. Reclamation guidelines (Reclamation's NEPA Handbook [Reclamation 2012]); and
 5. Considering Cumulative Effects under the National Environmental Policy Act (CEQ 1997)
- v. Conduct any coordination and consultation required to satisfy Section 7 of the Endangered Species Act of 1973 and Section 106 of the National Historic Preservation Act of 1996, as amended.
- vi. Coordinate with USACE to leverage resources and information generated in previous studies
- vii. Monitor funding for the Federal portion of the cost share.
- viii. Maintain the administrative record for the Study at the Snake River Area Office.
- ix. Present progress reports at IWRB meetings on a regular basis.

b. IWRB Shall:

- i. Attend project meetings with Reclamation, as may be reasonably requested by Reclamation.
- ii. Participate in the decision-making process as will be defined in the PMP.
- iii. Provide timely response to Reclamation's requests for input.
- iv. Review draft outputs of the Study.
- v. Participate in project management and oversight activities.

c. The Parties Mutually Agree That:

- i. The results of this Agreement, and the science, engineering, and technology data that are collected, compiled, and evaluated under this Agreement, shall be shared and mutually interchanged by IWRB and Reclamation. The final environmental compliance documentation and Study Report will be in the public domain and will be published on Reclamation's website.
- ii. Both parties will review the PMP and other governance documents.
- iii. Both parties will conduct and participate in joint scope and budget planning for each phase of the Study.
- iv. Both parties will conduct and participate in periodic gate reviews to determine whether and how to proceed based on information available at the time. These "go/no-go" decisional points will be defined in the PMP and refined as the Study progresses.
- v. Neither party will commence with work until mutually agreed upon.
- vi. Expenditures will be tracked and reported on a monthly basis.

5. Schedule

This modification adjusts the Study and Environmental Compliance schedule as follows:

Phase	Description	Schedule
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Phase I	Plan and perform initial screening of alternatives and develop a Plan of Study	Nov. 2017 through Feb. 2019
Phase II	Perform feasibility analysis of alternatives	Feb. 2019 through Oct. 2020
Phase III	Undergo policy review and feasibility determination of the recommended plan	Oct. 2020 through Dec. 2020
Phase IV	Perform initial formal environmental compliance activities	Aug. 2019 through March 2021
Phase V	Prepare, negotiate, and execute Contract No. 21WN102130	March 2021 through November 2021
Phase VI	Perform activities covered under Contract No. 21WN102130	November 2021 through project closeout
Phase VII	Provide project support	2021 - 2025
Phase VIII	Perform supplemental and final Environmental Compliance activities	2024-2025
Phase IX	Undergo Environmental Compliance approval process of proposed action alternative	2025
Phase X	Closeout	2025-2026

6. Budget and Payment

This modification adjusts the Study budget as follows:

a. Cost Sharing. The costs of the Study were previously estimated to be between \$8 and 8.5 million to be shared equally between Reclamation and the IWRB. In March 2024, it is estimated that to complete the environmental compliance the cost will be an additional estimate between \$750,000 to \$950,000 to be shared equally between Reclamation and the IWRB.

b. Advance Payment. The Contributed Funds Act, 43 U.S.C. 395, provides Reclamation authority to perform certain work and accept non-Federal contributed funds for that work, but it also must comply with 31 U.S.C. 1341, the "Anti-Deficiency Act" (Act). That Act prohibits agencies from expending public funds in excess of legislative appropriations. When performing work for non-Federal entities the Anti-Deficiency Act mandates advance payment to cover Reclamation's costs prior to beginning work.

As of September 2023, IWRB has paid **\$3,920,000** to cover costs of the Study. An additional \$375,000 will be advanced to Reclamation. If required, the remaining estimated amount will be advanced to Reclamation via installment payments, which will be determined as mutually-agreed upon 30-days prior to the need for advanced funds.

c. Sufficient Funds. Unchanged.

d. Separate Account. Unchanged.

e. Application of Contributed Funds. Unchanged.

f. Address to Send Payments to Reclamation. Unchanged.

g. Address to Return Unexpended Funds. Unchanged.

7. Term of AGREEMENT:

This Agreement shall become effective on the date of last signature hereto and shall remain in effect until March 31, 2026. This Agreement may be terminated upon any of the following conditions:

- a. Mutual agreement; or
- b. 30 days written notice to the other party; or
- c. Expiration of Reclamation's authority to perform this work.

If the Agreement is terminated, any unexpended funds previously advanced to Reclamation will be accounted for and returned to IWRB as outlined in Section 6.g of this Agreement.

8. Modification to AGREEMENT: Unchanged.

9. Principal Contacts

This modification adjusts the principal contacts for this Agreement as follows:

Reclamation

Chris Keith
CPN-6427
Bureau of Reclamation
1150 N Curtis Road
Boise, ID 83706
208-378-5360
ckeith@usbr.gov

IWRB

Cynthia Bridge Clark
Planning and Projects Bureau Chief
Idaho Department of Water Resources
322 East Front Street
Boise, ID 83702
208-287-4817
cynthia.clark@idwr.idaho.gov

10. General Provisions: Unchanged.

11. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

Bryan Horsburgh, Deputy Area Manager
(Acting Project Sponsor)
Bureau of Reclamation, Pacific Northwest Region
Snake River Area Office

Date

Brian Patton, PE, Executive Officer
Idaho Water Resource Board

Date

~~ End of Document ~~

Memorandum



To: Idaho Water Resource Board

From: Mike Morrison

Date: March 22, 2024

Re: Priest Lake Outlet Dam Improvements Project: Status Report

REQUIRED ACTION: None.

Project Status: All construction and repair work on the dam is complete. Remaining work includes rehabilitation of private property used for construction, review of Northbank's final invoices and submittals, and calibration of instrumentation that will be used to monitor the dam's health.

Staff anticipates project close-out on or before April 15th.

Operations and Maintenance Plan: Over the next year, Staff will be updating and improving procedures for operating and maintaining the dam. Staff will also be archiving as-built drawings and data obtained over the course of this project.

Electrical Systems Upgrades: The dam's electrical system does not conform to current electrical codes. We have also learned that the dam's electrical system is somewhat undersized for the loads placed on it by motors used to operate the dam's Tainter gates. The work needed to modify the electrical system so that it can reliably power the Tainter gate motors and so that it conforms with code is estimated to be less than \$10,000 and can probably be done using existing Operations and Maintenance Funds.

Safety and Security Measures: Local landowners and IDWR dam operators report that the dam is a favorite spot for fishing, swimming, and occasional parties. Photographs provided by a neighboring landowner show children jumping off the dam into the rapids created by high water flows beneath the dam's Tainter gates. Over the next few weeks, Staff will be investigating the best ways to assure safety and security at the Priest Lake Outlet Dam.

Priest Lake Outlet Dam Improvements Project Update—March 2024

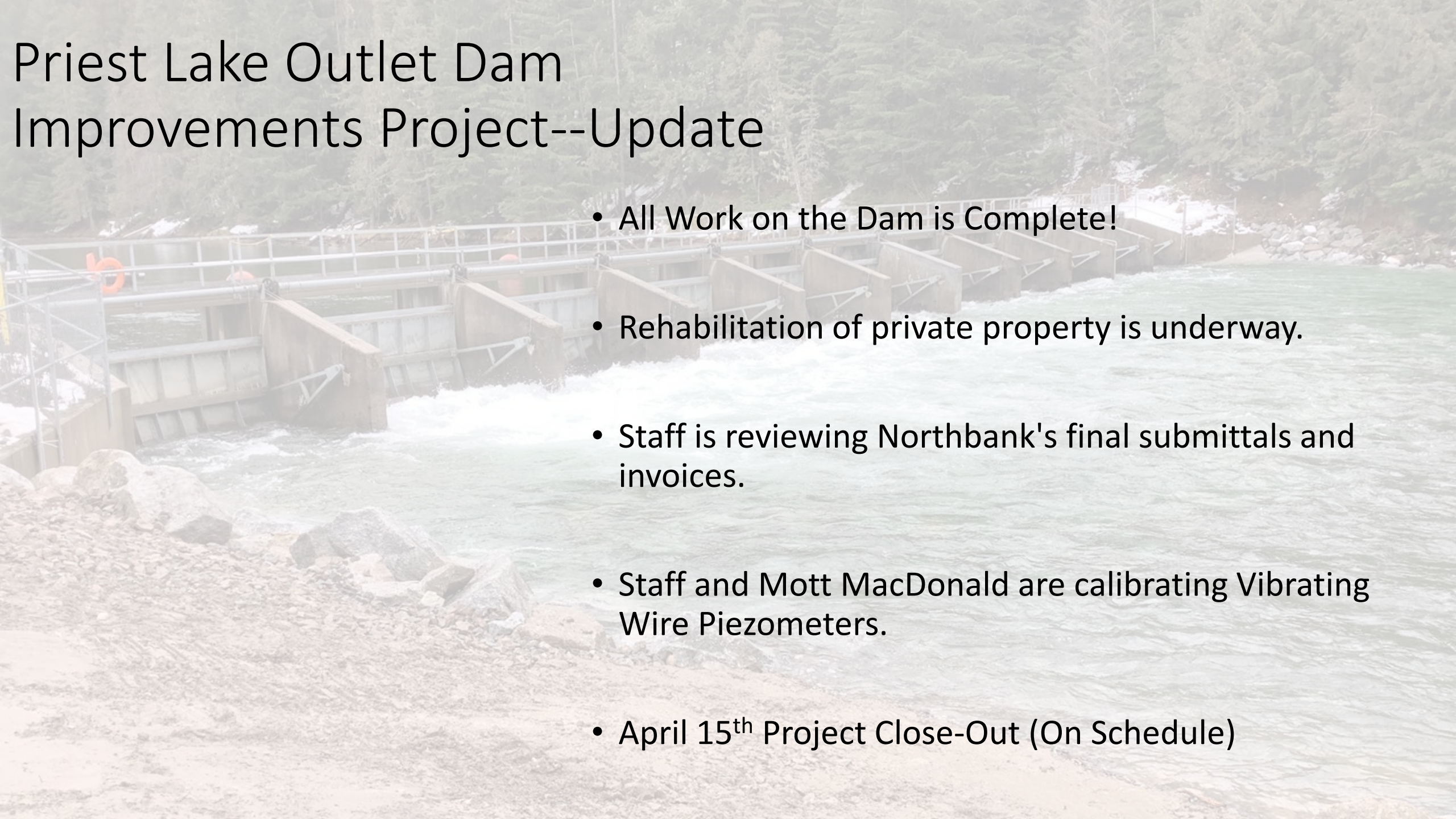


Dr. Mike Morrison, P.E.

Water Planning/Projects Bureau Engineer

Priest Lake Outlet Dam Improvements Project--Update

- All Work on the Dam is Complete!
- Rehabilitation of private property is underway.
- Staff is reviewing Northbank's final submittals and invoices.
- Staff and Mott MacDonald are calibrating Vibrating Wire Piezometers.
- April 15th Project Close-Out (On Schedule)



Next Steps

- Update the O&M Plan.
- Archive as-built drawings and data obtained during this project.
- Perform minor electrical upgrades.
- Implement safety and security measures



Safety and Security Measures



Memorandum

To: Idaho Water Resource Board (Board)
From: Mike Morrison
Date: March 26, 2024
Re: Mountain Home Air Force Base Water Resilience Project



REQUIRED ACTION: The Board will consider a resolution authorizing its Executive Manager to execute Change Order 1 for \$350,502.00.

Project Update

Project Status: Design work is on schedule, with the 60% Design Review currently underway. Construction is scheduled to begin the week of May 26th.

Pump Station Modification: Staff learned that the instantaneous diversion rate of the wintertime water right obtained for this project will be substantially less than the diversion rate specified in the project's bidding package. Obtaining this low flow rate requires electrical equipment not contemplated in the original design. Also, the original design used water powered turbines to clean the pump station's water inlets. At the low diversion rates permitted by the wintertime water right, these turbines could no longer function, and a different cleaning mechanism was needed.

Staff and IMCO negotiated a \$350,502.00 Change Order (Change Order 1) for the incremental design and equipment costs needed to effect these changes; however, the contract limits the cost of change orders that can be approved by its Executive Manager, Brian Patton, to \$100,000. Staff will seek approval from the Board to authorize its Executive Manager to execute Change Order 1. The costs of Change Order 1 will be defrayed using funds already authorized by the Board.

Easements and Rights of Way: Difficulty obtaining easements from the J.R. Simplot Company poses a substantial risk to the project. Staff continues its efforts to negotiate a satisfactory agreement with Simplot.

Budget: The engineer's estimated project cost is \$61,000,000. This estimate includes a contingency fund for unanticipated construction costs. To date, the Board has approved \$40,000,000 for this project, of which \$28,529,875 has already been obligated. Including the costs of modifying the pump station, the total funds obligated for this project will not exceed the \$40,000,000 already approved by the Board.

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE MOUNTAIN HOME
AFB WATER RESILIENCE PROJECT

RESOLUTION TO AUTHORIZE PAYMENT
OF IMCO CONSTRUCTION CHANGE
ORDER 1

1 WHEREAS, since September 2022, the Idaho Water Resource Board (Board, IWRB) has approved
2 \$40 million for engineering and construction work on the Mountain Home AFB Water Resilience Project
3 (Project); and
4

5 WHEREAS, the Board has contracted with IMCO Construction (IMCO) to design, build, and test
6 the project's water transmission facilities for a contract price of \$26,439,000; and
7

8 WHEREAS, the Board has obligated a total of \$28,529,875.00, inclusive of the IMCO Contract;
9 and
10

11 WHEREAS, the Board has requested that IMCO modify its pump station design to enable low
12 water flow rates needed to accommodate the wintertime water right acquired by the Board; and
13

14 WHEREAS, the Board and IMCO have negotiated a \$350,502.00 Change Order (Change Order 1)
15 with IMCO to cover the incremental costs of these changes; and
16

17 WHEREAS, the Board's contract with IMCO limits signature authority of the Board's Executive
18 Manager, Brian Patton, to \$100,000; and
19

20 NOW, THEREFORE, BE IT RESOLVED that the IWRB authorizes the Board's Executive Manager,
21 Brian Patton, to execute Change Order No. 1 with IMCO for \$350,502.00 for the costs of modifying the
22 pump station design.

DATED this 29th day of March 2024.

Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST _____
Dean Stevenson, Secretary

Resolution No. _____

Memorandum



To: Idaho Water Resource Board
From: Mary Condon
Date: March 21, 2024
Re: Water Supply Bank Rental Pools

REQUIRED ACTIONS: The Board will consider approval of resolutions for the amended procedures of the Upper Snake River, Payette River, and Lake Fork Creek Basin Rental Pools;

The Board will consider approval of resolutions to extend the appointment of the local advisory committees for the Upper Snake River, Boise River, Payette River, Lake Fork, and Lemhi River Basin Rental Pools for another five years.

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 040 of the Water Supply Bank Rules, IDAPA 37.02.03.040, rental pool specific memos, letters, and resolutions are included with this memo for consideration by the Board.

A resolution for the Board's consideration to extend the appointment of the Water District 01 Advisory Committee as the Upper Snake River Rental Pool local committee for another five-year term. The resolution includes a provision that provides for the IWRB's tandem approval of the amended, Upper Snake River Rental Pool procedures. The recently amended Upper Snake River Rental Pool procedures adopted by the Water District ('WD') 01 Advisory Committee on March 5, 2024 is provided, along with a written electronic request from the watermaster to extend the WD 01 Advisory Committee's appointment as the local rental pool committee for another five years. **An action is required on this item.**

A resolution for the Board's consideration to extend the appointment of the Water District 63 Advisory Committee as the Boise River Basin Rental Pool local committee for another five-year term. A written request from the WD 63 Advisory Committee to extend their appointment as the local rental pool committee for another five years, with no change to their rental pool procedures, is provided. **An action is required on this item.**

A resolution for the Board's consideration to extend the appointment of the Water District 65 Advisory Committee as the Payette River Basin Rental Pool local committee for another five-year term. The resolution includes a provision that provides for the IWRB's tandem approval of the amended, Payette River Basin Rental Pool procedures. The recently amended Payette River Basin Rental Pool procedures adopted by the Water District ('WD') 65 Advisory Committee on March 12, 2024 is provided, along with a written electronic request from the watermaster to extend the WD 65 Advisory Committee's appointment as the local rental pool committee for another five years. **An action is required on this item.**

A resolution for the Board's consideration to extend the appointment of the Water District 65-K Advisory Committee as the Lake Fork Creek Basin Rental Pool local committee for another five-year term. The resolution includes a provision that provides for the IWRB's tandem approval of the amended Lake Fork Basin Rental Pool procedures. The recently amended Lake Fork Basin Rental Pool procedures adopted by the

Water District ('WD') 65-K Advisory Committee members on March 20, 2024 is provided, along with a written request from the WD 65-K Advisory Committee to extend their appointment as the local rental pool committee for another five years. **An action is required on this item.**

A resolution for the Board's consideration to extend the appointment of the Water District 74 Advisory Committee as the Lemhi River Basin Rental Pool local committee for another five-year term. A written request from the WD 74 Advisory Committee to extend their appointment as the local rental pool committee for another five years, with no change to their rental pool procedures, is provided. **An action is required on this item.**

Attachment(s): Water District 01 – Revised 2024 Rental Pool Procedures
Request for WD 01 Advisory Committee re-appointment as the local rental pool
Draft Resolution – Approval of Procedures and Re-Appointment

Request for Water District 63 Advisory Committee re-appointment as the local rental pool
Draft Resolution – Approval of Procedures and Re-Appointment

Water District 65 – Revised 2024 Rental Pool Procedures
Request for WD 65 Advisory Committee re-appointment as the local rental pool
Draft Resolution – Approval of Procedures and Re-Appointment

Water District 65-K – Revised Rental Pool Procedures
Request for WD 65-K Advisory Committee re-appointment as the local rental pool
Draft Resolution – Approval of Procedures and Re-Appointment

Request for Water District 74 Advisory Committee re-appointment as the local rental pool
Draft Resolution – Approval of Procedures and Re-Appointment

WATER DISTRICT 1

2024 RENTAL POOL PROCEDURES

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- ❖ **Table 1:** Flow Augmentation Rental Chart for Procedure 5.2.104
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- ❖ **Extraordinary Circumstances Pool Form** for spaceholder **to supply** storage **to Extraordinary Circumstances Pool**

2024
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 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. 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 100 acre-feet 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 rental price for purposes above Milner shall be \$7.00 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:* The rental price for storage rented from for flow augmentation shall be \$19.73 per acre-foot.

5.3.106 *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 + \$0.70 + \$1.30 = \9.00
- (b) Tier 2: $\$17.00 + \$1.70 + \$1.30 = \20.00
- (c) Tier 3: $\$25.00 + \$2.50 + \$1.30 = \28.80
- (d) Tier 4: $\$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 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 *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;
 - (d) 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;
 - (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 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 approval or conditional approval of a request under Procedure 11.1 and 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	2,920	3,450	4,208	5,042
		to	to	to	to	or
		2,919	3,449	4,207	5,041	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 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 Rule 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 Watermaster: _____

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 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. 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 Watermaster: _____

Application Approved by Watermaster: _____ *YES* _____ *No*

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 \$1.30 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 Watermaster: _____

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 \$1.30 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 Watermaster: _____

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 Watermaster: _____

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

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-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 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
Watermaster

From: [Olenichak, Tony](#)
To: [Condon, Mary](#); [Chandler, Craig](#)
Subject: RE: Rental Pool 5 year Appointment - March 2024
Date: Tuesday, January 9, 2024 4:00:59 PM
Attachments: [image001.png](#)

Mary,

I am requesting that the Water District 01 Advisory Committee should be re-appointed as the Local Committee for the Upper Snake River Rental Pool for the upcoming period. However, I am retiring in March and Craig Chandler is scheduled to be my replacement as the Water District 01 Watermaster from March onward, so Craig's name should replace my name listed as the Upper Snake River Rental Pool contact shown on the IDWR/IWRB website for the future.

Tony Olenichak
Watermaster
Water District #1

From: Condon, Mary <Mary.Condon@idwr.idaho.gov>
Sent: Tuesday, January 9, 2024 11:18 AM
To: Olenichak, Tony <Tony.Olenichak@idwr.idaho.gov>; Chandler, Craig <Craig.Chandler@idwr.idaho.gov>; mike@wd63.org; sflorence80@gmail.com
Subject: Rental Pool 5 year Appointment - March 2024

Hello,

The IWRB has asked me to present requests for Rental Pool Appointments during the March board meeting for the next five-year term (2024-2029). Please submit requests for re-appointment for your WD rental pool advisory committee by the middle of February or contact me ASAP if the entity requesting appointment for authorization to operate the local rental pool is proposed to change. Current Certificates of Appointment for each of your rental pools are available on our website, at [Water Supply Bank Administration | Idaho Department of Water Resources](#)

Thank you,
Mary

Mary Condon
Water Supply Bank Coordinator



IDAHO DEPARTMENT OF
WATER RESOURCES

Planning & Projects
mary.condon@idwr.idaho.gov
Direct: (208) 287-4936

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE WATER SUPPLY
BANK FOR THE UPPER SNAKE RIVER RENTAL
POOL

A RESOLUTION TO APPROVE AMENDED
RENTAL POOL PROCEDURES, FORMS,
AND REAPPOINT A RENTAL POOL LOCAL
COMMITTEE FOR FIVE YEARS

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 has requested to be reappointed as
6 the local committee for the Upper Snake River Rental Pool; and
7

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

11 WHEREAS, the Department of Water Resources has reviewed the local committee
12 procedures and lease and rental forms and recommends the Idaho Water Resource Board
13 reappoint the Water District 01 Advisory Committee as the local committee for the Upper Snake
14 River Rental Pool;
15

16 NOW THEREFORE BE IT RESOLVED that the Advisory Committee for Water District 01,
17 Upper Snake River, is reappointed as the local committee for the Upper Snake River Rental Pool.
18 This appointment is effective for a period of five (5) years from the date of this resolution or until
19 amended or revoked by action of the Idaho Water Resource Board.
20

21 NOW THEREFORE BE IT FURTHER RESOLVED that the amended Upper Snake River Rental
22 Pool procedures are approved by the Idaho Water Resource Board.

DATED this 29th day of March, 2024.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary

From: [Mike Meyers](#)
To: [Condon, Mary](#); [Olenichak, Tony](#); [Chandler, Craig](#); sflorenc80@gmail.com
Subject: RE: Rental Pool 5 year Appointment - March 2024
Date: Thursday, January 11, 2024 10:29:18 AM
Attachments: [image001.png](#)
[WATER DISTRICT Advisory Committee.docx](#)

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Mary,

Here is the list of people on the Advisory committee and the Rental pool committee. They are the same.

From: Condon, Mary <Mary.Condon@idwr.idaho.gov>
Sent: Tuesday, January 9, 2024 11:18 AM
To: Olenichak, Tony <Tony.Olenichak@idwr.idaho.gov>; Chandler, Craig <Craig.Chandler@idwr.idaho.gov>; Mike Meyers <mike@wd63.org>; sflorenc80@gmail.com
Subject: Rental Pool 5 year Appointment - March 2024

Hello,

The IWRB has asked me to present requests for Rental Pool Appointments during the March board meeting for the next five-year term (2024-2029). Please submit requests for re-appointment for your WD rental pool advisory committee by the middle of February or contact me ASAP if the entity requesting appointment for authorization to operate the local rental pool is proposed to change. Current Certificates of Appointment for each of your rental pools are available on our website, at [Water Supply Bank Administration | Idaho Department of Water Resources](#)

Thank you,
Mary

Mary Condon
Water Supply Bank Coordinator

 IDAHO DEPARTMENT OF
WATER RESOURCES
Planning & Projects
mary.condon@idwr.idaho.gov
Direct: (208) 287-4936

WATER DISTRICT #63 ADVISORY COMMITTEE

Clinton Pline, Chairman
7005 Lake Hazel Rd
Nampa, ID 83687
H 208-466-8611
C 208-989-1351

Richard Durrant, Secretary
7590 S. Ten Mile Rd
Meridian, ID 83642
C 208-941-3241

Gary Olsen
23307 N Can-Ada Rd
Star, ID 83669
C 208-989-2018

Mike Houston
23228 Boise River Rd
Caldwell, ID 83607
H 208-454-1861
C 208-863-7371

Lanie Paquin
BOR 230 Collins Rd
Boise, ID 83702-4520
O 208-383-2246

Randy Davison
2019 Prairie Rd
Prairie, ID 83647
H 208-868-3241
C 208-941-1438

Corey Blaine
1164 e Beconlight Rd
Eagle ID 83616
H
C 208-841-8127

Brad Benke
19222 Upper Pleasant Ridge Rd
Caldwell, ID 83607
C 208-841-2679

Andy Bishop
36457 Matthews Rd
Parma, ID 83660
H
C 208-724-8457

Ron Platt
15521 Pride Ln
Caldwell, ID 83607
C 208-573-4187

Mitch Bicandi
23955 Wagner Rd
Caldwell, ID 83607
C 208-941-0957

Ray Nebeker
3204 S. Locust Grove
Kuna, ID 83634
H 208-922-4370
C 208-880-3715

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE WATER SUPPLY
BANK FOR THE BOISE RIVER RENTAL POOL

RESOLUTION TO APPROVE RENTAL POOL
PROCEDURES, FORMS, AND REAPPOINT A
LOCAL RENTAL POOL COMMITTEE FOR
FIVE YEARS

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 63 Advisory Committee has requested to be reappointed as
6 the local committee for the Boise River Rental Pool; and
7

8 WHEREAS, the Department of Water Resources has reviewed the local committee
9 procedures and lease and rental forms and recommends the Idaho Water Resource Board
10 reappoint the Water District 63 Advisory Committee as the local committee for the Boise River
11 Rental Pool;
12

13 NOW THEREFORE BE IT RESOLVED that the Advisory Committee for Water District No. 63,
14 Boise River, is reappointed as the local committee for the Boise River Rental Pool. This
15 appointment is effective for a period of five (5) years from the date of this resolution or until
16 amended or revoked by action of the Idaho Water Resource Board.

DATED this 29th day of March, 2024.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary

WATER DISTRICT 65

RENTAL POOL PROCEDURES

Approved by the Committee on March 12, 2024 to take effect immediately following approval by Director Weaver and the Idaho Water Resource Board. These procedures will be used for the 2024 season and seasons following or until new changes are approved.

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**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.

- 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) 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.

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

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 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 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

- .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**

_____ (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

=

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

2024 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 2024 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 _____ 2024

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

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

Payette River Basin, State of Idaho
Water District No. 65

Chairman, John Hartman
Vice Chairman, Kevin Border
Secretary, Matt Housley

102 N. Main St.
Payette, ID 83661

Phone: 208-642-4465
Email: neil.waterdistrict65@gmail.com

Treasurer, Ron Mio

Watermaster, Neil Shippy

March 20 2024

Idaho Water Resource Board Members;

For the past thirty-three years the Water District 65 Advisory Committee has operated the Payette River Rental Pool in an effort to better utilize the stored water in the Payette Basin.

The revenues generated from the water rentals have been invaluable to the Payette Basin. The revenues have been instrumental in implementing better water management practices, water conservation, and replacement of aging infrastructure.

The Water District 65 Advisory Committee would like to respectfully request that they be reappointed as the Local Committee for the Payette River Rental Pool so they would be able to continue the great work that they have accomplished to date.

Sincerely,



Neil Shippy

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE WATER SUPPLY
BANK FOR THE PAYETTE RIVER RENTAL
POOL

A RESOLUTION TO APPROVE AMENDED
RENTAL POOL PROCEDURES, FORMS,
AND REAPPOINT A RENTAL POOL LOCAL
COMMITTEE FOR FIVE YEARS

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 has requested to be reappointed as
6 the local committee for the Payette River Rental Pool; and
7

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

11 WHEREAS, the Department of Water Resources has reviewed the local committee
12 procedures and lease and rental forms and recommends the Idaho Water Resource Board
13 reappoint the Water District 65 Advisory Committee as the local committee for the Payette River
14 Rental Pool;
15

16 NOW THEREFORE BE IT RESOLVED that the Advisory Committee for Water District No. 65,
17 Payette River, is reappointed as the local committee for the Payette River Rental Pool. This
18 appointment is effective for a period of five (5) years from the date of this resolution or until
19 amended or revoked by action of the Idaho Water Resource Board.
20

21 NOW THEREFORE BE IT FURTHER RESOLVED that the amended Payette River Rental Pool
22 procedures are approved by the Idaho Water Resource Board.
23

DATED this 29th day of March, 2024.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary

WATER DISTRICT NO. 65-K, LAKE FORK CREEK

RENTAL POOL PROCEDURES

ADOPTED MARCH 20, 2024

1 AUTHORITY AND STATEMENT OF PURPOSE

- 1.1 These procedures have been adopted pursuant to Idaho Code Section 42-1765 and Rule 40 of the Water Supply Bank Rules of the Idaho Water Resource Board to assure orderly operation of the Lake Fork Creek Rental Pool. Under no circumstances shall these procedures be construed to limit or restrict the authority of the Director of the Idaho Department of Water Resources, the Water Resource Board, Water District No. 65-K Advisory Board, or the Watermaster of Water District 65-K (Lake Fork Creek) in discharging their duties as set forth in the statutes of the State of Idaho. Anyone leasing water to, or renting water from, such space shall be subject to all applicable water laws of the State of Idaho.
- 1.2 It is the purpose of these procedures to:
 - 1.2.1 Provide a process, consistent with applicable statutes and administrative rules, by which stored water supplies may be made available for a specified period of time to water users who need additional water.
 - 1.2.2 Provide incentives for those owning reservoir space and having stored water, which is surplus to their needs, to lease such space/water to the Rental Pool to be made available to other users, and which will serve to protect the local public interest.
 - 1.2.3 Establish a recognized system through which water supplies can be located, identified and subsequently rented to a water user.
 - 1.2.4 Provide a source of revenue for Water District No. 65-K to make improvements in distribution of water and aid in increasing the conservation of water in the Lake Fork Creek drainage basin.
 - 1.2.5 Provide that available water supplies may be leased to the Rental Pool by the Lessor and rented from the Rental Pool for any beneficial purpose recognized by the laws of the State of Idaho, provided that other water rights are not injured, irrigators are not deprived of supplemental storage by renting water for uses other than irrigation, and the use is consistent with the conservation of water resources within the State of Idaho.

2 DEFINITIONS

- 2.1 ACRE-FOOT is a volume of water sufficient to cover one acre one foot deep.
- 2.2 YEAR refers to a normal calendar year.
- 2.3 BOARD means the Idaho Water Resource Board.
- 2.4 COMMITTEE or LOCAL COMMITTEE means the Advisory Board of Water District No. 65-K.
- 2.5 DEPARTMENT means the Idaho Department of Water Resources (IDWR).
- 2.6 DIRECTOR means the Director of the Idaho Department of Water Resources.
- 2.7 DISTRICT means Lake Fork Creek Water District No. 65-K.
- 2.8 LEASE is the agreement through which a specific amount of storage space or stored water is obtained by the Rental Pool for use during a year.
- 2.9 RENTER is the person renting water from the Rental Pool.
- 2.10 LESSOR is the person leasing space/water to the Rental Pool.
- 2.11 PERSON means any company, corporation, association, firm, agency, individual, partnership, government agency, or other entity.
- 2.12 RENTAL AGREEMENT is the agreement through which a Renter obtains the right to a specific amount of storage space or stored water from the Rental Pool.
- 2.13 RENTAL POOL refers to the water leasing and renting activities administered by the Committee appointed by the Water Resource Board.
- 2.14 RENTAL PRICE is the fee for rental of storage from the Rental Pool set forth in Procedures 8.1, which excludes the administrative fee and Board surcharge.
- 2.15 SPACE means all or any portion of the active capacity of a reservoir measured in acre-feet.
- 2.16 STORED WATER is the water that accrues to reservoir space and is available for use.
- 2.17 WATERMASTER means the Watermaster of Water District No. 65-K.

3 GENERAL

- 3.1 It is the policy of the Committee to operate the Rental Pool for the maximum beneficial use of available Stored Water.
- 3.2 Operation of the Rental Pool will be by and for the irrigators within the District through the Committee. These procedures are designed to assure that stored water is maintained and first made available primarily for irrigation use.
- 3.3 The operation of the Rental Pool shall be consistent with the statutes creating the Water Supply Bank and the rules of the Board.
- 3.4 Space will be accepted by the Committee on a contingency basis.
- 3.5 Payments to the Lessor will be made only if Stored Water is subsequently rented from the Rental Pool.

- 3.6 The Space of storage water leased to the Rental Pool that is rented for uses below the mouth of Lake Fork Creek shall be the last space to fill in the ensuing year.
- 3.7 No storage water leased to the Rental Pool shall be rented for uses below the mouth of the Lake Fork Creek without the express written consent of the Board of Directors of the Payette River Water District 65 Rental Pool.
- 3.8 It is the policy of the Committee to facilitate annual leases and rentals, and to base all transactions on water stored (storage), rather than reservoir space.
- 3.9 The water leased in the Rental Pool is not delivered, it is available at point of storage, and as such may be subject to carriage fees assessed by irrigation ditch/canal or pipeline entities and will not be determined by the Committee or included in the Rental Agreement.

4 MANAGEMENT

- 4.1 The Committee shall have the following responsibilities:
 - 4.1.1 To provide direction to the Watermaster in the operation of the Rental Pool within the overall framework of these procedures.
 - 4.1.2 To notify the Department and the Watermaster of any rentals where the water will be moved from the place of use authorized by the permit, license or decree authorizing the stored water right.
 - 4.1.3 To set policies for the investment and disbursement of funds generated by the Rental Pool in conformity with Public Depository Law, Chapter 1, Title 57, Idaho Code.
- 4.2 The Watermaster shall act as the manager of the Rental Pool. This authority shall include accepting space into the Rental Pool, executing Rental Agreements on behalf of the Committee, accepting and transmitting funds to the district treasurer for deposit and disbursement.
- 4.3 The committee shall decide all issues by a majority vote.

5 LEASES

- 5.1 All Leases of space to the Rental Pool and all rental of stored water from the Rental Pool shall be for the year in which the Rental Agreement is offered and accepted unless extended as provided in paragraph 6.5 below.
- 5.2 Any contracting entity which owns space in a reservoir located in the district may lease any portion of its space to the Rental Pool.
- 5.3 Leases accepted by the Watermaster are subject to the review and approval of the Committee. Space submitted for lease may be rejected in whole or part by the Committee or it may place special conditions on uses, allocation, and price if,

in the judgment of the Committee, accepting said space will not be in the best interest of the Rental Pool and Water District No. 65-K.

- 5.4 Any Lessor, Renter, or applicant aggrieved by a decision of the Rental Pool Committee on matters related to the operations of the Rental Pool may request a hearing before the Committee within 15 days after receiving notice in writing of the decision. After hearing the grievance and after the review by the Committee, a decision will be made by the Committee, in writing, setting forth the reasons for its decision, and said review decision must be signed by a majority of the Committee. The decision of the Committee may be appealed to the Board.
- 5.5 Leases of space to the Rental Pool shall be on a priority basis as set forth in paragraph 6 of these procedures.
- 5.6 Leases of space shall be in writing and on forms provided by the Watermaster and shall bear the date they were received in the Watermaster's office.
- 5.7 All space leased to the Rental Pool shall be under the control of the Watermaster and Committee for the duration of the lease.
- 5.8 The Committee may allow a contracting entity which owns space in a reservoir located in the district to lease space directly to the Water District 65 Rental Pool. If such entity desires to lease space to the Water District 65 Rental Pool, it must obtain the written approval of the Water District 65-K Committee.

6 PRIORITIES AMONG LESSORS

- 6.1 When a Lessor leases space to the Rental Pool, the stored water attributable to such space shall be determined by the Watermaster according to the percentage the reservoir fills.
- 6.2 All stored water attributable to space leased to the Rental Pool before June 15 will be rented before any stored water from the space leased after June 15.
- 6.3 Lessors who lease space to the Rental pool by June 15, shall share proportionally in the proceeds from the rental of stored water attributable to such space.
- 6.4 Lessors who lease space to the Rental Pool after June 15, shall receive proceeds from the rental of stored water attributable to such space on a "first come" basis, whereby the first lessor to lease space will be the first paid.
- 6.5 All space/water that has not been rented by the end of the irrigation season, shall revert back to the Lessor at the end of the irrigation season of the year leased.

7 PRIORITIES AMONG RENTERS

- 7.1 Any stored water available through the Rental Pool for use shall be provided on a priority basis. The first priority for each time category is defined below. The

second priority for each time category consists of all the water users not defined in that time category. Water shall be rented to second priority renters only upon specific findings of the Committee, in cases when all first priority users are anticipated to be satisfied.

- 7.2 Priority until June 15 of each year in acquiring stored water from the Rental Pool shall be given to renters for irrigation within Water District No. 65-K.
- 7.3 After June 15 of each year all remaining unrented stored water in the Rental Pool shall be available to any water user who desires to rent the water for any beneficial use.
- 7.4 Sub-priority among water users of each priority listed above shall be determined by the date on which the water user's signed Rental Agreement and payment is received at the office of the Watermaster. During periods of drought or special conditions, with consideration to local public interest and with the Director's approval, the Committee may develop additional or alternative procedures.
- 7.5 Any water user having once entered into a Rental Agreement for stored water may request stored water in subsequent years by confirming, in writing, that all the information on the original agreement is true and correct, and by identifying the amount of water he wishes to purchase. The priority in this case will be the date on which payment is received by the Watermaster.
- 7.6 Water must be used by the Renter during the year of the Lease, unless the committee grants an extension.

8 RENTAL FEES AND PAYMENTS TO LESSORS

- 8.1 The Rental Price of storage rented from the Rental Pool is \$15.50 per acre-foot. There will be added to the rental price the 10% Board surcharge (\$1.55) and the \$0.50 per acre-foot Rental Pool administrative fee.
- 8.2 Payments to the Lessors shall be made in accordance with paragraph 6 and shall be based upon the data published in the annual report of the Watermaster. Payments to the Lessors shall be considered due and payable once the Watermaster has calculated the actual water used within the District for the annual Watermaster's report. Payments to the Lessors for water delivered after submittal of the annual Watermaster's report shall be made when delivery of the water is completed.
- 8.3 Any administrative revenue in excess of actual costs shall be held in a contingency fund, and may be used for other purposes that the Committee deems to be of benefit to Water District No. 65-K, provided, however, that such uses do not conflict with Idaho Public Depository Law, Chapter 1, Title 57, Idaho code.

- 8.4 All rental monies shall be maintained in a separate interest-bearing account with accrued interest being distributed on a pro-rata basis at the time payments to Lessors are made.

WATER DISTRICT 65K ADVISORY COMMITTEE
BOX 3126
MCCALL, ID 83638

IDWR
Mary Condon
PO Box 83720
Boise, ID 83720-0098

RE: Reappointment rental pool local committee

To Whom it concerns:

The board wished to extend the appointment for an additional five years of the Water District 65K Advisory Committee as the rental pool local committee. The following is the list of the newly appointed Advisory Committee. Will Maki, Laura Bettis, and Katy Jones.

If you have any questions, you can contact Secretary Shirley Florence at 208-634-9235.

Sincerely,

A handwritten signature in blue ink that reads "Laura M. Bettis". The signature is written in a cursive style with a small dot above the 'i' in Bettis.

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE WATER SUPPLY
BANK FOR THE LAKE FORK CREEK RENTAL
POOL

A RESOLUTION TO APPROVE AMENDED
RENTAL POOL PROCEDURES, FORMS,
AND REAPPOINT A RENTAL POOL LOCAL
COMMITTEE FOR FIVE YEARS

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 65K Advisory Committee has requested to be reappointed
6 as the local committee for the Lake Fork Creek Rental Pool; and
7

8 WHEREAS, the Water District 65K Advisory Committee has adopted amended procedures
9 pursuant to which they intend to facilitate the lease and rental of rental pool stored water; and
10

11 WHEREAS, the Department of Water Resources has reviewed the local committee
12 procedures and lease and rental forms and recommends the Idaho Water Resource Board
13 reappoint the Water District 65K Advisory Committee as the local committee for the Lake Fork
14 Creek Rental Pool;
15

16 NOW THEREFORE BE IT RESOLVED that the Advisory Committee for Water District No.
17 65K is reappointed as the local committee for the Lake Fork Creek Rental Pool. This appointment
18 is effective for a period of five (5) years from the date of this resolution or until amended or
19 revoked by action of the Idaho Water Resource Board;
20

21 NOW THEREFORE BE IT FURTHER RESOLVED that the amended Lake Fork Creek Rental
22 Pool procedures are approved by the Idaho Water Resource Board.

DATED this 29th day of March, 2024.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary

STATE OF IDAHO
WATER DISTRICT No. 74
(LEMHI RIVER)

March 20, 2024

Idaho Water Resources Board
Attn: Mary Condon
P.O. Box 83720
Boise, ID 83720-0098

Dear Ms. Condon,

Please consider this our written request that the Water District #74 Advisory Committee be reappointed for an additional five years as the Lemhi River Rental Pool Committee, responsible for facilitating the lease and rental of storage water in the Lemhi River basin.

Members of the Water District #74 Advisory Committee, elected by the water users in 2024 are:

Carl Ellsworth, Ross Goddard, Stephen Shiner, Emil Herbst, Paul Fisher, Lowell Cerise, Ed Snook

Thank you,



Water District #74 Advisory Committee.

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE WATER SUPPLY
BANK FOR THE LEMHI RIVER BASIN RENTAL
POOL

RESOLUTION TO APPROVE PROCEDURES,
FORMS, AND REAPPOINT A RENTAL POOL
LOCAL COMMITTEE FOR FIVE YEARS

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 74 Advisory Committee has requested to be reappointed as
6 the local committee for the Lemhi River Basin Rental Pool; and
7

8 WHEREAS, the Department of Water Resources has reviewed the local committee
9 procedures and lease and rental forms and recommends the Idaho Water Resource Board
10 reappoint the Water District 74 Advisory Committee as the local committee for the Lemhi River
11 Basin Rental Pool;
12

13 NOW THEREFORE BE IT RESOLVED that the Advisory Committee for Water District No. 74,
14 Lemhi River, is reappointed as the local committee for the Lemhi River Basin Rental Pool. This
15 appointment is effective for a period of five (5) years from the date of this resolution or until
16 amended or revoked by action of the Idaho Water Resource Board.

DATED this 29th day of March, 2024.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary

Memorandum



To: Idaho Water Resource Board
From: Neeley Miller, Planning & Projects Bureau
Date: March 25, 2024
Re: Regional Water Sustainability Projects Priority List

Action: Consider Resolution to Update the Regional Water Sustainability Priority List

Background

In July 2021 the IWRB adopted an initial Regional Water Sustainability Priority List (List) to help guide the Idaho Water Resource Board's (IWRB's) spending for large, regional water sustainability projects from ARPA funds, state general funds, or other applicable sources. According to criteria adopted by the IWRB in January 2022, projects on the Regional Water Sustainability Priority List must "help achieve water supply sustainability on a regional, basin-wide, or statewide basis."

The IWRB has adopted criteria for inclusion of projects on the List which defines how projects can be added, information required in the request submittals, considerations for inclusion, and a process for removing projects from the List.

Staff discussed proposed updates to the List with the Finance Committee on March 21, 2024. The Committee recommended the IWRB consider the attached updates.

Attachment(s):

Resolution w/Updated Regional Water Sustainability Priority List

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE REGIONAL
WATER SUSTAINABILITY PRIORITY LIST

RESOLUTION TO UPDATE LIST

1 WHEREAS, the Idaho Legislature, through House Bill 769 passed in 2022 appropriated \$75
2 Million to the Idaho Water Resource Board (IWRB) to be used for certain ARPA-eligible water
3 projects and projects that have been identified by the IWRB as high priority sustainability
4 projects; and

5
6 WHEREAS, the Idaho Legislature, through House Bill 361 passed in 2023 appropriated
7 \$150 Million to the IWRB to be used for certain ARPA-eligible water projects and projects that
8 have been identified by the IWRB as high priority sustainability projects; and

9
10 WHEREAS, in July 2021 the IWRB adopted an initial Regional Water Sustainability Priority
11 List (List) to help guide the Idaho Water Resource Board's (IWRB's) spending for large, regional
12 water sustainability projects from ARPA funds, state general funds, or other applicable sources;
13 and

14
15 WHEREAS, in January 2022 the IWRB adopted threshold criteria indicating that for a
16 project to be included on the List it must "help achieve water supply sustainability on a regional,
17 basin-wide, or state wide basis;" and

18
19 WHEREAS, on October 26, 2022, the IWRB adopted criteria for the inclusion of projects
20 on the List; and

21
22 WHEREAS, the IWRB updated the List on January 20, 2023 (resolution # 03-2023); and

23
24 WHEREAS, staff discussed proposed updates to the List with the Finance Committee on
25 March 21, 2024, and the Committee recommended the proposed updates for IWRB
26 consideration; and

27
28 NOW, THEREFORE BE IT RESOLVED that the IWRB adopts the attached updated Regional
29 Water Sustainability Priority List.

30
DATED this 29th day of March 2024.

Resolution No. _____

Page 1

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary



IDAHO WATER RESOURCE BOARD REGIONAL WATER SUSTAINABILITY PRIORITY LIST

The Idaho Water Resource Board (IWRB) maintains a list of projects intended to help achieve water supply sustainability on a regional, basin, or statewide scale. The Regional Water Sustainability Priority List is used to help guide spending from IWRB allocated funding sources for large, regional water sustainability projects.

Inclusion on the List is not a funding commitment, but rather a recognition that the project has the potential to help achieve water sustainability. Approved projects may receive IWRB support in several ways: 1) help securing Federal funding opportunities, 2) state funding consideration, and 3) support related to necessary funding and/or permitting authorizations.

Projects are added to the list in accordance with criteria adopted by the IWRB (add website link) and may be introduced by an eligible Sponsor or by the IWRB itself. The “Proposed Projects” table identifies projects that have been approved by the IWRB for inclusion on the list, but do not have a specific plan for development. The “Projects Under Development” table identifies projects in various phases of implementation.

IWRB Regional Water Sustainability Priority List			
Proposed Projects *			
Project	Total Estimated Cost	Project Description	IWRB District
Bear Lake - Additional Storage <i>Project Sponsor: TBD</i>	\$15,000,000	Various projects and easement acquisitions to increase Bear River channel capacity and increase storage in Bear Lake.	4
Cloud Seeding Infrastructure Build-Out In Additional Basins <i>Project Sponsor: TBD</i>	\$8,000,000	Install cloud seeding ground generators and other equipment in basins without current program. Basins may include: Bear River, Raft River, Goose Creek, Lemhi River, Lost River and others. Operations to be paid through Secondary Fund.	2,3
Dworshak-Clearwater Pipeline Project <i>Project Sponsor: State of Idaho</i>	\$80,000,000	New water supply pipeline from Dworshak Dam to optimize downstream hatchery production. Includes potential hydropower plant on pipeline to provide revenue to offset pipeline costs and funds for WMA over time. Includes infrastructure & habitat improvements in Salmon and Clearwater Basins.	1
Lemhi Basin Settlement Implementation <i>Project Sponsor: IWRB & Parties to Settlement</i>	\$5,000,000	Utilize funds to implement the Lemhi River Basin Comprehensive Settlement actions.	2
Mountain Home Aquifer Water Supply <i>Project Sponsor: Elmore County</i>	\$50,000,000	Offset use of declining Mountain Home Aquifer	2
Efficiency and Capacity Improvements to Canal Systems <i>Project Sponsor: TBD</i>	TBD	Remove constraints in canal systems to make more efficient. Allow for automatic structures that reduce total diversions. (NEW ADDITION FOR COMMITTEE CONSIDERATION)	1,2,3,4
Minidoka Feasibility Study <i>Project Sponsor: TBD</i>	TBD	Feasibility study for raising Minidoka Dam utilizing Federal Funds. (NEW ADDITION FOR COMMITTEE CONSIDERATION)	3
TOTAL REQUESTED	\$158,000,000		

* Projects are listed in alphabetical order.

Updated 3/29/2024

IWRB Regional Water Sustainability Priority List

Projects Under Development *

Project	Total Estimated Cost	Obligated State Funds	Project Description	Project Status	IWRB Dist.
American Falls Spillway Rehabilitation <i>Project Sponsor: IPC, AFRD</i>	\$23,170,000	\$12,486,758 <i>(ARPA Funding applied as non-Federal match)</i>	Repairs to American Falls Dam and Spillway. Activities will continue through 2029. Critical to the ongoing operations.	Terms and Conditions were approved by the IWRB and a contract executed. Project activities are ongoing.	4
Anderson Ranch Dam Raise <i>Project Sponsor: IWRB/US Bureau of Reclamation</i>	\$124.8M	\$74.1M <i>(\$72.9 ARPA Funding applied as non-Federal match)</i>	Raise of Anderson Ranch Dam by 6ft, resulting in 29KAF additional reservoir storage capacity. June 2023, BOR project costs estimates increased from \$83.3M (Feasibility Study) to \$124.8M based on 30% design. Under the contract between BOR and IWRB, BOR will pay 11.05% of the costs and retain 10% of the new storage space. IWRB will pay 88.95% of costs as the non-Federal Sponsor and will retain 90% of the new storage.	Updated project costs will be provided at 60%, 90%, and 100% design. Construction is currently scheduled to begin by 2026 and complete by 2029. Federal funding is authorized under the Water Infrastructure Improvements for the Nation (WIIN) Act. Non-Federal cost-share is eligible for ARPA Funding.	2
City of Nampa - Copper River Storage Project, Reuse Pipeline, and System Improvements to Pioneer System <i>Project Sponsor: City of Nampa</i>	\$19.52M	\$3M	Construct an irrigation storage pond along Roosevelt Ave., capturing water reserves from NMID system flows, To provide recycled water for the Phyllis canal and canal system improvements to handle variation in flow.	Terms and Conditions were approved by the IWRB and a contract executed. Project is partially complete and activities are ongoing.	2

* Projects are listed in alphabetical order.

Updated 3/29/2024

IWRB Regional Water Sustainability Priority List

Projects Under Development *

Project	Total Estimated Cost	Obligated Funds	Project Description	Project Status	IWRB District
Gooding Flood Control Project <i>Project Sponsor: City of Gooding</i>	\$12.5M	\$4M	Replace 5 bridges that are part of flood control structure; seeking \$100K for a scoping a design grant.	Terms and Conditions were approved by the IWRB. A Project Partnership Agreement with USACE will be executed March 2024.	3
Lewiston Orchards Exchange Project <i>Project Sponsor: LOID & Nez Perce Tribe</i>	\$60M	\$1,287,000	Construct remaining infrastructure to fully enact water exchange between Lewiston Orchards Irrigation District and Nez Perce Tribe.	Terms and Conditions were approved by the IWRB. Obligated funds will be used for 30 percent engineering and design.	1
Lost Valley Res Enlargement <i>Project Sponsor: Lost Valley Res. Co.</i>	\$50M	\$560,000	Enlargement of Lost Valley Reservoir by 20,000 AF.	Terms and Conditions were approved by the IWRB.	2
Mackay Dam Repair <i>Project Sponsor:</i>	\$10M	Other IWRB grant program.	Repairs to the outlet tower works and the spillway.	IWRB approved \$2M Aging Infrastructure grant. Project on hold pending FEMA funding.	3
Mountain Home Air Force Base Water Supply <i>Project Sponsor: IWRB & DAF</i>	\$61M	\$5M (ARPA Funding applied as non-Federal match)	Provide alternative long-term water supply for the MHAFB. Project will allow MHAFB to replace use of ground water from the declining Mountain Home Aquifer with surface water from the Snake River. State to build pump station and pipeline and DAF to build water treatment plant.	IWRB will retain Snake River water rights and gift the infrastructure to the Air Force. Target completion date is January 2026	2
New York Canal Rehabilitation Project- Six-mile segment <i>Project Sponsor: Boise Project Board of Control</i>	\$50M	\$25M	Line New York canal through Boise for public safety and water conservation. ISWCC awarded \$514,000 WQPA grant (2022). BPBOC has applied for fed. Funding (BOR and NRCS)	Terms and Conditions will be considered at the March IWRB Meeting	2

* Projects are listed in alphabetical order.

Updated 3/29/2024

IWRB Regional Water Sustainability Priority List					
Projects Under Development *					
Project	Total Estimated Cost	Obligated Funds	Project Description	Project Status	IWRB District
North Fremont Canal Systems Phase 5 Pipeline Project <i>Project Sponsor: North Fremont Canal</i>	\$19,769,000	\$7,811,056	Convert ditch to pipeline	Terms and Conditions were approved by the IWRB. Contract executed and construction activities are ongoing.	4
Palouse Basin Aquifer Water Supply <i>Project Sponsor: PBAC</i>	\$73M	\$182,500	Construct new water supply and pipeline to bring water into the Moscow area and reduce use of declining Palouse Basin Aquifer.	Terms and Conditions will be considered at the March Board Meeting, Beginning RFP process to further refine Alternative 5 of Water Alternatives Project.	1
Priest Lake Water Management Project <i>Project Sponsor: IWRB</i>	\$5M	Approx. \$11M	Thorofare and outlet dam improvements	Thorofare Completed in 2021; Outlet Dam to be completed 2024	1
Raft River Pipeline <i>Project Sponsor:</i>	\$49M	\$7M	Pipeline from Snake River to offset GW pumping in Raft River Basin – water right permit is issued.	IWRB has not yet approved Terms and Conditions. Currently on hold pending contract information from the GW District.	3
Treasure Valley Water Supply Assessment Project <i>Project Sponsor: WD63</i>	\$155,500	\$155,500	Assessment of tributary drains and shallow aquifer to address low flows near Middleton during the irrigation season.	Terms and Conditions were approved by the IWRB. Contract executed and construction activities are ongoing.	2
TOTAL	\$557,914,500	\$151,582,814			

**Projects are listed in alphabetical order.*

Updated 3/29/2024

Memorandum



To: Idaho Water Resource Board
From: Neeley Miller, Planning & Projects Bureau
Date: March 25, 2024
Re: Regional Water Sustainability Priority List

Action: Consider resolution to adopt updated criteria

Background

In July 2021, the IWRB adopted an initial Regional Water Sustainability Priority List to help guide the Idaho Water Resource Board's (IWRB's) spending for large, regional water sustainability projects from ARPA funds, state general funds, or other applicable sources. According to criteria adopted by the IWRB in January 2022, projects on the Regional Water Sustainability Priority List must "help achieve water supply sustainability on a regional, basin wide, or statewide basis."

On October 26, 2022, the IWRB adopted criteria for inclusion of projects on the Regional Water Sustainability Priority List which defines how projects can be added, information required in the request submittals, considerations for inclusion, and a process for removing projects from the list. At the October 26th meeting, the IWRB also set a December 1 submittal deadline.

Next Steps – Update Criteria

Staff discussed proposed updates to the existing criteria with the Finance Committee on March 21st. The Committee recommended the updated criteria for consideration by the IWRB.

Attachment(s):

Resolution w/attached updated criteria.

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE REGIONAL
WATER SUSTAINABILITY PRIORITY LIST

RESOLUTION TO ADOPT CRITERIA FOR
THE INCLUSION OF PROJECTS ON THE
REGIONAL WATER SUSTAINABILITY
PRIORITY LIST

1 WHEREAS, the Idaho Legislature, through House Bill 769 passed in 2022 appropriated \$75
2 Million to the Idaho Water Resource Board (IWRB) to be used for certain ARPA-eligible water
3 projects and projects that have been identified by the IWRB as high priority sustainability
4 projects; and

5
6 WHEREAS, the Idaho Legislature, through House Bill 361 passed in 2023 appropriated
7 \$150 Million to the IWRB to be used for certain ARPA-eligible water projects and projects that
8 have been identified by the IWRB as high priority sustainability projects; and

9
10 WHEREAS, in July 2021 the IWRB adopted an initial Regional Water Sustainability Priority
11 List to help guide the Idaho Water Resource Board's (IWRB's) spending for large, regional water
12 sustainability projects from ARPA funds, state general funds, or other applicable sources; and

13
14 WHEREAS, in January 2022 the IWRB adopted threshold criteria indicating that for a
15 project to be included on the Regional Water Sustainability Priority List it must "help achieve
16 water supply sustainability on a regional, basin-wide, or state wide basis;" and

17
18 WHEREAS, on October 26, 2022, the IWRB adopted criteria for the inclusion of projects
19 on the Regional Water Sustainability List; and

20
21 WHEREAS, on March 21, 2024, the Finance Committee recommended updated criteria
22 for inclusion of projects on the Regional Water Sustainability Priority List; and

23
24 NOW, THEREFORE BE IT RESOLVED that the IWRB adopts the attached updated criteria
25 for inclusion of projects on the Regional Water Sustainability Priority List.
26

DATED this 29th day of March 2024.

Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST _____
Dean Stevenson, Secretary

IWRB Regional Water Sustainability Priority List

The IWRB maintains the [Regional Water Sustainability Priority List](#) (List) to help guide spending for large, regional water sustainability projects from ARPA funds, state general funds, or other applicable sources. The IWRB will support implementation of water sustainability projects, including studies (collectively projects), that provide benefits on a regional, basin, or statewide scale.

Eligible Entities: Irrigation Districts, Irrigation Boards of Control, Canal Companies, Drainage Districts, Groundwater Districts, Ditch Companies, Flood Control Districts, Regional Water Supply Organizations, Municipal Irrigation Districts (formed per Title 42, chapter 18, Idaho Code), Water Districts, cities, counties, and water-related stakeholders.

Eligible Geographic Area: Statewide.

Eligible Projects: The IWRB defines an eligible project as any new project that helps to achieve water sustainability on a regional basis. For purposes of this program, an eligible project does not include municipal drinking or wastewater systems. Projects that help resolve regional drinking water supply issues may be eligible on a case-by-case basis.

Expectations for inclusion on the list: Inclusion on the List is not a funding commitment, but rather a recognition that the project has the potential to help achieve water sustainability. For projects that are included on the List, the IWRB may 1) help advocate for Federal funding opportunities, 2) facilitate state funding consideration, and 3) help with letters of support related to necessary funding and/or permitting authorizations.

To obtain funding from an existing IWRB grant, loan or other funding program, the Project Sponsor will be required to submit the requisite application(s), and the project will be considered for funding pursuant to the procedures and criteria of the program. Additionally, the IWRB may at its discretion assist the Project Sponsor in obtaining funding from other funding sources.

Each project on the List is unique and will have its own implementation timeline and milestones.

Process for inclusion on the List: There are two ways for a project to be included on the list: 1) An eligible entity (Project Sponsor) must submit a request to the IWRB for a project to be added to the List by December 1st, and 2) the IWRB can add projects to the List at its discretion. The IWRB Finance Committee will consider these requests and make a recommendation to the IWRB.

Project Sponsors will provide the following information:

- Cover letter with project summary.
- Project background (infrastructure description, repair, rehabilitation, improvement needs/objectives/benefits).
- Project Sponsor description (organization type, background, revenue sources, current operations).
- Project description (narrative, map, conceptual plan and design, land entitlements at

project location, description of any known environmental issues).

- Cost estimate and budget.
- Project funding sources.
- Project implementation schedule.

Considerations for inclusion on the list:

- Project provides or contributes to resolution of long-standing water supply challenges or anticipated water use conflicts.
- Project provides sustainability benefits on a regional scale (basin or statewide) based on geographic area or number of impacted individuals. Projects with multiple benefits may be prioritized.
- Project leads to stabilization and recovery of groundwater levels in basins where groundwater declines are occurring.
- Relative economic and public benefits including consideration of public benefits such as how the project:
 1. Protects existing water rights and uses identified in I.C. § 42-1760(2)(d), including consideration of the value of existing hydropower to the state's economy. I.C. § 42-1760(2)(d) states: Any project selected pursuant to paragraph (c) of this subsection must protect all existing water rights and consider the effects of such projects on other water uses, such as water quality, fish and wildlife, recreation, and hydropower, that provide economic value, stability, water sustainability, drought resiliency, and other benefits to the citizens of the state.
 2. Provides water for future development.
 3. Addresses water storage and delivery infrastructure for projects that provide environmental, safety or recreational benefits.

How a project is removed from the List:

- Project is fully funded and/or implemented.
- Sponsor of the project requests the project be removed.
- IWRB at its discretion removes project.

MEMO



To: Idaho Water Resource Board
From: Neeley Miller, Planning & Projects Bureau
Date: March 25, 2024
Subject: Regional Water Sustainability Project Terms & Conditions

REQUIRED ACTION: Consider proposed Terms and Conditions for New York Canal Rehabilitation Project

Regional Water Sustainability Background

At the July 2023 IWRB meeting in Moscow the IWRB approved nine Regional Water Sustainability Projects statewide for a total of \$59.4 million. The regional projects were funded with federal American Rescue Plan Act (ARPA) monies and state surplus funds allocated to the Board's Water Management Account by Governor Little as part of his Leading Idaho initiative and the Idaho Legislature.

The IWRB authorized \$25,000,000 for the New York Canal Rehabilitation Project (sponsored by the Boise Board of Control). The IWRB directed staff to work with project sponsors to develop appropriate contract Terms and Conditions to be brought back to the IWRB for approval.

Staff have developed proposed Terms and Conditions for this project for your consideration. At their March 21 meeting, the Finance Committee recommended these Terms and Conditions be considered by the IWRB.

Attachment(s):

- 1) Resolution w/Attachment A: Terms and Conditions for New York Canal Rehabilitation Project, Attachment B: ARPA Provision

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE REGIONAL WATER
SUSTAINABILITY PRIORITY LIST

RESOLUTION TO APPROVE CONTRACT TERMS
& CONDITIONS FOR THE NEW YORK CANAL
REHABILITATION PROJECT

1 WHEREAS, The American Rescue Plan Act (ARPA), Pub. L. 117-2 subtitle M (2021), appropriated
2 \$219,800,000,000 to the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) for making payments
3 to the States to mitigate the fiscal effects stemming from the public health emergency in response to the
4 Coronavirus disease; and
5

6 WHEREAS, The SLFRF funds may be used to, among other things, make necessary investments in
7 water, sewer, or broadband infrastructure. Pub L. 117-2 sec. 602(c)(1)(D), 42 U.S.C. § 802(c)(D); and
8

9 WHEREAS, Pursuant to 42 U.S.C. § 802(c)(4), SLFRF funds may be used to satisfy any non-federal
10 matching requirement for an authorized Bureau of Reclamation (Reclamation) project; and
11

12 WHEREAS, The Idaho Legislature in 2022 and 2023 passed legislation setting aside funds from the
13 American Rescue Plan Act (ARPA) for the Idaho Water Resource Board (IWRB) to use on projects including
14 those that have been identified by the IWRB as high priority water sustainability projects; and

15 WHEREAS, Boise Board of Control submitted a request for IWRB Regional Water Sustainability Funds
16 to cover six miles of rehabilitation work to be completed on the New York Canal Rehabilitation Project
17 (Project); and

18 WHEREAS, the Project met the IWRB's funding criteria and the Project was included on the Regional
19 Water Sustainability Priority List. In July 2023, the IWRB approved \$25,000,000,000 in funding for the
20 Project; and

21 WHEREAS, in its resolution the IWRB directed staff to work with project sponsors to develop
22 appropriate contract terms and conditions to be brought back to the IWRB for approval; and
23

24 WHEREAS, on March 21, 2024 staff discussed proposed the terms and conditions for the New York
25 Canal Rehabilitation Project included in Attachment A with the IWRB Finance Committee; and
26

27 NOW, THEREFORE BE IT RESOLVED that the IWRB approves the Terms and Conditions for the New
28 York Canal Rehabilitation Project as specified in Attachment A to this resolution.
29

30 NOW, THEREFORE BE IT FURTHER RESOLVED that the IWRB approves funding these projects using
31 the ARPA monies; and
32

33 NOW THEREFORE BE IT FURTHER RESOLVED that contract for this project will also contain
34 standard IWRB contract conditions, ARPA Funding contract provisions, and other project specific Terms
35 and Conditions not specified in this resolution.

Resolution No. _____

DATED this 29th day of March 2024.

Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST _____
Dean Stevenson, Secretary

ATTACHMENT A: Terms & Conditions

New York Canal Rehabilitation Project

Boise Project Board of Control (Boise Project) is located in southwestern Idaho and a portion of eastern Oregon. The Boise Project was awarded \$25,000,000.00 by the Idaho Water Resource in July of 2023 (resolution # 31-2023) to replace six (6) miles of canal lining in the New York Canal. The canal has been re-lined numerous times throughout the decades with either concrete and/or asphalt, with many areas remaining as earthen lining. The purpose of the project is to rehabilitate and improve this aging infrastructure over a six-year period.

The New York Canal has been designated as an Urban Canal of Concern by the Bureau of Reclamation due to its age and public safety. Rehabilitating and improving the New York Canal has become a high priority for Boise Project. Since 2014, Boise Project has designed, and performed the construction management and installation of nearly 4,000 lineal feet of an innovative geocomposite lining that consists of polyester nonwovens bonded to a polyethylene geomembrane. The liner is inert to biological degradation and naturally encountered chemicals, alkalis and acids. It was selected for its puncture resistance and interface fraction properties that allow the liner to be deployed directly in contact with existing soils and steepened side slopes. The life expectancy of the liner is 50 years. The project area was selected based on the age of the canal, public safety risk due to the significant change in elevation from the canal and its embankment to the home properties immediately adjacent to the canal and water conservation.

The project includes replacement of approximately six miles of the existing concrete and asphalt lining with a prefabricated multi-layer geocomposite membrane and concrete cap, over a six-year period.

Cost -Reimbursement Contract and Proposed Terms & Conditions

- Execute a contract between IWRB and the Boise Project. Funding awarded shall be disbursed in installments. The Boise Project will be responsible for the remainder of the project costs.
- When requested by the Board, provide a monthly progress report to the Contract Manager. The progress report shall include at a minimum:
 - Updated schedule to completion
 - Issues encountered in the reporting period
 - Final cost forecasts where applicable
 - Up to date project budget

- The Contractor shall provide with the final invoice a financial summary of the Project's costs with a detailed list of the type and amount of funds used to pay for the Project. The financial summary shall include the following:
 - Total final cost of the Project based on expenditures.
 - List all funding sources and the amount used on any aspect of the Project.
 - If a Federal or State grant was awarded for any portion of the Project, include the amount awarded.
- Project Sponsors will comply with the IWRB's standard contract terms and ARPA related terms.

Attachment B

ARPA Grant Funding Contract Provisions

1. REMEDIES FOR NONCOMPLIANCE.

If Contractor fails to comply with the U.S. Constitution, Federal or State statutes, regulations or the terms and conditions of this Contract, the Board may impose additional conditions. If the Board determines that noncompliance cannot be remedied by imposing additional conditions, the Board may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action by the U.S. Department of Treasury or the Board.
- b) Disallow all or part of the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Contract.
- d) Recommend the U.S. Department of Treasury initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and the U.S. Department of Treasury regulations.
- e) Withhold further funds for the project or program.
- f) Take other remedies that may be legally available.

2. ENVIRONMENTAL REGULATIONS

- A. If this Contract is for more than \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the U.S. Department of Treasury and the Regional Office of the Environmental Protection Agency (EPA).
- B. Any of Contractor's contracts related to this Contract that exceed \$150,000 must contain the language in Section 2.A above.

3. CONTRACT WORK HOURS AND SAFETY STANDARDS.

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

4. DEBARMENT & SUSPENSION

Contractor warrants it is not, and shall ensure any of its contractors related to this Contract are not, listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

5. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor is prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b) Telecommunications or video surveillance services provided by such entities or using such equipment.
- c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

6. DOMESTIC PREFERENCE FOR PROCUREMENTS

Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract. For purposes of this section:

- a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. BUY AMERICA PREFERENCE

Contractor shall comply with section 70914 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, which requires:

- a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States

8. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the Contract performance schedule; ii. Meeting Contract performance requirements; or iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. MINORITY AND WOMEN BUSINESS ENTERPRISES

Contractor agrees to take affirmative steps to assure that women and minority businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

- f) If Contractor hires any subcontractors, Contractor must take the affirmative steps in a through e above.

10. GENERAL PROCUREMENT STANDARDS

- A. Contractor must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under this Contract. Contractor's documented procurement procedures must conform to the procurement standards identified in 2 C.F.R. §§ 200.318 through 200.327.
- B. Contractor must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. Written Standards of Conduct
 - a. Contractor must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this Contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Contractor.
 - b. If Contractor has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, Contractor must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- D. Contractor's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- E. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across, Contractor is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for

procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

- F. Contractor is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- G. Contractor is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- H. Contractor must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also 2 C.F.R. § 200.214.
- I. Contractor must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- J. Time and Materials Contract
 - a. Contractor may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to Contract is the sum of:
 - i. The actual cost of materials; and
 - ii. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - b. Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, Contractor awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- K. Contractor alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve Contractor of any contractual responsibilities under its contracts. The Department of Treasury will not substitute its judgment for that of Contractor unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

11. REAL PROPERTY.

- A. Title. Subject to the requirements and conditions set forth in this section, title to real property acquired or improved under this Contract will vest upon acquisition in the Contractor.
- B. Use. Except as otherwise provided by Federal statutes or by the Department of Treasury, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time Contractor must not dispose of or encumber its title or other interests.
- C. Disposition. When real property is no longer needed for the originally authorized purpose, Contractor must obtain disposition instructions from the Department of Treasury or Board. The instructions must provide for one of the following alternatives:
 - a. Retain title after compensating the Department of Treasury. The amount paid to the Department of Treasury will be computed by applying the Department of Treasury's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where Contractor is disposing of real property acquired or improved with this Contract and acquiring replacement real property under the same Contract, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - b. Sell the property and compensate the Department of Treasury. The amount due to the Department of Treasury will be calculated by applying the Department of Treasury's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If this Contract has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When Contractor is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
 - c. Transfer title to the Department of Treasury or to a third party designated/approved by the Department of Treasury. Contractor is entitled to be paid an amount calculated by applying Contractor's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

12. ACCESS TO RECORDS

At all reasonable times during the term of this Contract and for a period of three years following final settlement, Contractor shall provide the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Access also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. This requirement is in addition to the requirements of the

Attachment A, Section XVI, Retention of Records and Access to Facilities, Premises, and Records.

13. SINGLE AUDIT

The total funds disbursed per this Contract are considered federal financial assistance per the Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507. (2000). If Contractor expends more than \$750,000 of any federal funds in a fiscal year, Contractor shall conduct an audit in accordance with the SAA. In such case, the Contractor shall provide the Board a copy of the SAA audit within nine (9) months of the end of the audit period per the SAA. Contractor recognizes that it is responsible for determining if the \$750,000 threshold is reached and if a SAA audit is required. Additionally, Contractor shall inform the Board, in writing, of findings or recommendations pertaining to the funds contained in any SAA audits conducted by the Board.

14. CONFLICT OF INTEREST

- A. No employee, officer, or agent of Contractor may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Contractor may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Contractor.
- B. If Contractor has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, Contractor must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

15. LABOR STANDARDS AND WAGES

Contractor shall require strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment. All laborers and mechanics employed by the prime construction contractor and subcontractors in the project using Contract funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality. The Contractor shall document to the Board how prevailing wages will be satisfied by including in the bidding documents one of the following provisions:

- a) Davis Bacon Wages: The prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code), or
- b) Project Employment and Local Impact Report: The Report shall include but is not limited to: Number of employees working on the project, number of employees on the project hired directly and hired through a third party, wages and benefits of workers on the project by classification, local hiring, project labor agreement, community benefit agreements, prevailing wage agreements, and/or other information demonstrating strong employment opportunities for workers.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS

Where applicable, all contracts awarded by Contractor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. DISCRIMINATION PROHIBITED

Contractor shall comply with the following statutes and regulations that prohibit discrimination:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs,

activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

18. EQUAL EMPLOYMENT OPPORTUNITY

- A. Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- B. Contractor shall include the language in Section 17.A above in all contracts that meet the definition of Federally Assisted Construction Contract. “Federally Assisted Construction Contract” means any agreement or modification thereof for construction work which is paid for in whole or in part with funds obtained from this Contract.

19. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

20. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

21. MANDATORY DISCLOSURES

Contractor must disclose, in a timely manner, in writing to the Board all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Contract. Contractor is required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in Section 1 above. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

22. INSURANCE COVERAGE

Contractor must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Contract funds as provided to property owned by the Contractor.

23. COMPLY WITH ALL APPLICABLE LAWS

Contractor shall comply with all applicable federal, state, and local laws, including the conditions and requirements of the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 et seq.) from the U.S. Department of the Treasury.

24. GENERAL PROVISIONS

- A. Contractor's right to request disbursements under this Contract terminates on December 1, 2026. Activities and expenses occurring after December 1, 2026, are the responsibility of the Contractor.
- B. Contractor will provide proof of an assigned Unique Entity Identifier and active registration with SAM (<https://www.sam.gov>) if not already obtained, prior to the first disbursement. Further disbursements will be made contingent on Contractor providing proof that all requested information to SAM has been submitted. Contractor will maintain active registration with SAM throughout the lifetime of the award, pursuant to 2 CFR 25.
- C. In addition to other provisions required herein, all contracts made by Contractor under this Contract must contain the provisions listed in Appendix II to 2 C.F.R. Part 200.

25. BYRD ANTI-LOBBYING.

Contractor must sign the Certification Regarding Lobbying provided on the next page.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

ESPA Area of Common Groundwater (ACGW)

- ESPA ACGW – Ridge Top to Ridge Top
- ESPA Tributary Basins
- ESPA ACGW – Current
- ESPA Model Boundary 2013 (v2.1) and 2021 (v2.2)
- ESPA Model Boundary 2006 (v1.1)

