

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF PRIEST LAKE
CONSTRUCTION LITIGATION

RESOLUTION TO APPROVE FUNDS FOR
OUTSIDE COUNSEL

1 WHEREAS, on August 20, 2020, the Idaho Water Resource Board (IWRB) and Strider
2 Construction Co., Inc. (Strider) entered a construction contract for improvements to the Priest Lake
3 Outlet Dam; and
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5 WHEREAS, on July 27, 2022, Strider submitted a notice of termination of the contract; and
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7 WHEREAS, on July 29, 2022, Strider filed a lawsuit against the IWRB related to the contract;
8 and
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10 WHEREAS, on August 23, 2022, the IWRB filed a counterclaim against Strider; and
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12 WHEREAS, the Office of the Attorney General (OAG) determined that it was necessary and
13 appropriate to retain the private law firm of Kirton McConkie (Counsel) to assist the OAG in the
14 representation of the IWRB's interest in the defense of litigation with Strider; and
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16 WHEREAS, on September 27, 2022, the Board entered into an agreement for Professional
17 Services with the firm of Kirton McConkie on the Strider matter; and
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19 WHEREAS, on January 20, 2023, the Board authorized expenditure of up to \$370,000 from
20 the Water Management Account to defray the costs of litigation in the Strider matter; and
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22 WHEREAS, on July 21, 2023, the Board authorized an additional \$815,000 expenditure from
23 the Water Management Account to defray the costs of litigation in the Strider matter; and
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25 WHEREAS, on May 24, 2024, the Board authorized an additional \$280,000 expenditure from
26 the Water Management Account to defray the costs of litigation in the Strider matter; and
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28 WHEREAS, the funds previously authorized are have nearly been expended; and
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30 WHEREAS, Kirton McConkie has estimated that the costs of litigation in the Strider matter
31 through trial could be as much as \$570,000; and
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33 NOW THEREFORE BE IT RESOLVED, that the IWRB authorizes expenditure of up to
34 \$570,000 from the Water Management Account to defray the costs of litigation in the Strider matter;
35 and
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37 NOW THEREFORE BE IT FURTHER RESOLVED that the IWRB authorizes its chairman or
38 designee, to execute the necessary agreements or contracts for the purpose of this resolution.

DATED November 22, 2024.



JEFF RAYBOULD, Chairman
Idaho Water Resource Board



ATTEST: DEAN STEVENSON, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

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

RESOLUTION TO APPROVE MOUNTAIN
HOME AIR FORCE BASE WATER RIGHT USE
AGREEMENT

1 WHEREAS, ground water supplies within Elmore County are limited and are presently
2 inadequate to meet the long-term needs of water users in the county, including the Mountain
3 Home Air Force Base (“MHAFB, Base”); and
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5 WHEREAS, the State of Idaho recognizes the economic value of the Base to the local and
6 state economy and supports the United States military in achieving its national security functions;
7 therefore, the State of Idaho intends to coordinate with the Military to develop a long-term
8 sustainable water supply to support the Base and its mission; and
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10 WHEREAS, the Idaho Water Resource Board (“Board”) is a constitutional agency of the
11 State of Idaho, organized, existing, and operating pursuant to Article XV, Section 7 of the Idaho
12 Constitution and Idaho Code § 42-1732 through § 42-1780. Among its powers and duties, the Board
13 has authority to purchase and hold water rights; construct and operate water projects; and
14 acquire, purchase, lease, or exchange land, rights, water rights or other property related to water
15 projects; and
16

17 WHEREAS, on July 25, 2014, the Board purchased senior Snake River water right nos. 02-
18 10300A, 02-10330B and 02-10472 (“Snake River Water Rights”) for the purpose of obtaining a water
19 supply for the Base; and
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21 WHEREAS, the Board has filed a water supply bank lease and rental application to change
22 the Snake River Water Rights to suit the needs of the MHAFB for municipal summertime use
23 (“Water Supply Bank Rental”); and
24

25 WHEREAS, because the Snake River irrigation water rights do not have a season of use that
26 covers the wintertime, the Board also obtained a water right permit 02-10556 for municipal use on
27 MHAFB during the wintertime season of use (“Wintertime Water Right”); and
28

29 WHEREAS, the United States Air Force (“Air Force”) owns ground water rights 61-7224, 61-
30 11940, 61-11941, 61-11942, and 61-11943 for use on the MHAFB (“Ground Water Rights”); and
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32 WHEREAS, the Board will retain ownership of the Snake River Water Rights and the
33 Wintertime Water Right but intends to authorize use of the water by the MHAFB; therefore, it is
34 necessary to define the terms and conditions for the Water Supply Bank Rental, use of the
35 Wintertime Water Right, and use of the Ground Water Rights for municipal purposes on the
36 MHAFB; and

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WHEREAS, the Board and the Air Force have negotiated a mutually agreeable Mountain Home Air Force Base Water Use Agreement that sets forth those terms and conditions.

NOW THEREFORE BE IT RESOLVED that the Idaho Water Resource Board hereby approves the Mountain Home Air Force Base Water Use Agreement between the Board and the United States Air Force attached hereto as Exhibit A and, absent any significant or substantive subsequent changes authorizes its chairman or designee to execute said stipulations.

DATED this 22nd day of November 2024.



JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST 

DEAN STEVENSON, Secretary

EXHIBIT A

MOUNTAIN HOME AIR FORCE BASE WATER RIGHT USE AGREEMENT

between

**IDAHO WATER RESOURCE BOARD,
an agency of the State of Idaho**

and

**THE UNITED STATES OF AMERICA,
acting by and through
the Secretary of the Air Force**

Dated January 1, 2025

This **MOUNTAIN HOME AIR FORCE BASE WATER RIGHT USE AGREEMENT** (this “**Use Agreement**”) is entered into as of January 1, 2025 (the “**Effective Date**”), by and between the **IDAHO WATER RESOURCE BOARD**, an agency of the State of Idaho (“**Board**”), and **THE UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force (“**Government**”). The Board and Government sometimes are referred to herein individually as a “**Party**” and jointly as the “**Parties**”.

RECITALS

1. Mountain Home Air Force Base (“**MHAFB**”) is an active-duty Air Force Base, located in Elmore County, Idaho.
2. The Government owns ground water rights 61-7224, 61-11940, 61-11941, 61-11942, and 61-11943 (“**Ground Water Rights**”), which are currently used to provide municipal water for MHAFB.
3. Ground water supplies within Elmore County are limited and are presently inadequate to meet the long-term needs of water users in the county, including MHAFB.
4. The Board 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. Among its powers and duties, the Board has authority to purchase and hold water rights; construct and operate water projects; and acquire, purchase, lease, or exchange land, rights, water rights or other property related to water projects.
5. On July 25, 2014, the Board entered into a Water Right Purchase and Sale Agreement with J.R. Simplot Company to purchase senior surface Snake River irrigation water rights to help address MHAFB’s declining water supply.
6. Because the Snake River irrigation water rights do not have a season of use that covers the wintertime, the Board also obtained a water right permit [#] for municipal use on MHAFB during the wintertime season of use (“**Wintertime Water Right**”).
7. This Use Agreement outlines the terms and conditions for use of the Snake River water rights, the wintertime water right permit, and the ground water rights for municipal purposes on the MHAFB.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1** “**Actual AF Rental**” has the meaning given in Section 2.1.7 of this Use Agreement.
- 1.2** “**Administrative Memorandum**” has the meaning given in Section 2.1.3.2 of this Use Agreement.
- 1.3** “**AF**” means a volume of water sufficient to cover one (1) acre of land one (1) foot deep and is equal to three hundred twenty-five thousand, eight hundred fifty (325,850) gallons.
- 1.4** “**AF Change Request**” has the meaning given in Section 2.1.7.1 of this Use Agreement.
- 1.5** “**Annual Maximum AF Rental**” has the meaning given in Section 2.1.5 of this Use Agreement.
- 1.6** “**Annual Water Rental Payment**” has the meaning given in Section 2.2.1 of this Use Agreement.
- 1.7** “**Annual Water Rental Payment Date**” has the meaning given in Section 2.2.2 of this Use Agreement.
- 1.8** “**Bank**” means the Idaho Water Supply Bank created by I.C. § 42-1761–1764.
- 1.9** “**Bank Rental Fee**” means the fee established by the Bank pursuant to IDAPA 37.02.03 and Board resolution and in effect on January 1 of the calendar year in which each Annual Payment is made.
- 1.10** “**Board**” has the meaning given in the preamble to this Use Agreement.
- 1.11** “**Board Default**” has the meaning given in Section 7.1 of this Use Agreement.
- 1.12** “**Board Default Notice**” has the meaning given in Section 7.1.2 of this Use Agreement.
- 1.13** “**Board Default Refund**” has the meaning given in Section 7.1.1 of this Use Agreement.
- 1.14** “**Effective Date**” has the meaning given in the preamble to this Use Agreement.
- 1.15** “**Government**” has the meaning given in the preamble to this Use Agreement.
- 1.16** “**Government Default**” has the meaning given in Section 7.2.1 of this Use Agreement.
- 1.17** “**Ground Water Rights**” has the meaning given in Recital 2 of this Use Agreement..
- 1.18** “**IDWR**” has the meaning given in Section 2.1.3 of this Use Agreement.

- 1.19 “Lease” means a conveyance by contract of a water right to the Bank, as more specifically defined in the Water Supply Bank Rules (IDAPA 37.02.03).
- 1.20 “Party” and “Parties” have the meanings given in the preamble to this Use Agreement.
- 1.21 “Rent,” “Renting” and “Rental” mean a conveyance by contract of a water right from the Bank, as more specifically defined in the Water Supply Bank Rules (IDAPA 37.02.03).
- 1.22 “Rental Period” has the meaning given in Section 2.1.7 of this Use Agreement.
- 1.23 “Rental Period AF” means for the Initial Rental Period and each Rental Period thereafter, the AF Rented by the Government from the Bank.
- 1.24 “Surface Water Rights” means collectively the Water Rights and the Wintertime Water Right.
- 1.25 “Term” has the meaning given in Section 6 of this Use Agreement.
- 1.26 “Use Agreement” has the meaning set forth in the preamble to this Use Agreement.
- 1.27 “Water Rights” means Idaho Water Rights Nos. 2-10300A, 2-10300B, and 2-10506 with a combined rate limit of 12.5 cfs and a volume limit of 2,500 AF for the total of 625 acres for irrigation use.
- 1.28 “Water Supply Bank Rental Agreement” means the Water Supply Rental Agreement described in Section 2 of this Use Agreement.
- 1.29 “Wintertime Water Right” has the meaning given in Recital 6.

2. WATER SUPPLY BANK RENTAL AGREEMENT

2.1 Water Supply Bank Rental Terms.

- 2.1.1 The Board owns the Water Rights. The Board has Leased the Water Rights to the Bank for the express purpose of Renting the Water Rights to the Government for municipal use at MHAFB, as provided in this Use Agreement.
- 2.1.2 The Government gives permission to use the Water Rights for municipal uses on MHAFB, as provided in this Use Agreement.
- 2.1.3 Before the rental of the Water Rights through the Bank to the Government can occur, their purpose of use must be converted from an irrigation use to a municipal use. The Idaho Department of Water Resources (“IDWR”) is, under I.C. § 42-1763, statutorily responsible for the required conversion of the Water

Rights purpose of use from an irrigation use to a municipal use. That process is based on the following:

2.1.3.1 Criteria set forth in I.C. § 42-1763 and IDAPA 37.02.03.030.

2.1.3.2 Criteria set forth in IDWR’s Guidance Document Administrator’s Memorandum Transfer Processing No. 24 dated October 1, 2024 attached hereto as Exhibit 1 (“**Administrative Memorandum**”).

2.1.4 IDWR applied the criteria set forth in Section 2.1.3 as follows: Per section 5.4.6 of the Administrative Memorandum, the change in nature of use was calculated using the estimated evaporation at the Grandview AgriMet station, the limited duty of water in the area (4 AF/acre), and the regional consumptive use headgate standard (3 AF/acre).

2.1.5 Based on the analysis set forth in Section 2.1.3, IDWR determined the Lease of 2500 AF by the Board to the Bank of the Water Rights with a purpose of use for irrigation will result in up to 1875 AF of the Water Rights being made available per year for municipal use (“**Annual Maximum AF Rental**”). Such Water Rights will be Rented to the Government for municipal use at MHAFB as provided in this Use Agreement.

2.1.6 The AF from the Water Rights available for Rental to the Government from the Bank pursuant to this Use Agreement may be less than the Annual Maximum AF Rental if conditions outside the Board’s control occur such as, but not limited to, water shortages due to changes in the hydrologic conditions, delivery calls by senior water users, or application of other legal mechanisms of the prior appropriation doctrine.

2.1.7 The Government shall Rent the Annual Maximum AF Rental from the Bank for five years (“**Rental Period**”) commencing on the Effective Date through December 31, 2029. For each subsequent Rental Period, the Government may change the AF it will Rent from the Bank for such Rental Period to an AF that does not exceed the Annual Maximum AF Rental (the “**Actual AF Rental**”).

2.1.7.1 To initiate an adjustment to the AF for such Rental Period, the Government must submit its requested AF change to the Board on or before October 1 of the final year of the current Rental Period (“**AF Change Request**”).

2.1.7.2 The Government shall have sole responsibility for determining the Actual AF Rental. Accordingly, the Board shall not be responsible for any water shortage created by an AF Change Request.

2.1.7.3 If for a Rental Period the Government submits an AF Change Request with an AF that is below the Annual Maximum AF Rental, then the Board shall retain for its own use during such Rental Period the AF equal to

the difference between the Annual Maximum AF Rental and the Actual AF Rental.

2.2 Water Supply Bank Payment Terms

2.2.1 During each Rental Period, the Government shall pay the Board an annual rental fee for the Water Rights equal to the product of (a) the Bank Rental Fee, and (b) the number of AF of the Water Rights Leased by the Board to the Bank for the Actual AF Rental (“**Annual Water Rental Payment**”).

2.2.2 The Annual Water Rental Payment shall be payable by the Government to the Board on or before December 1, commencing December 1, 2025 (each an “**Annual Water Rental Payment Date**”) as provided below:

2.2.2.1 The Board shall invoice the Government by October 15 each year.

2.2.2.2 The Government may remit payment by whatever means is most convenient. The Government shall let the Board know by November 1 each year what method is to be used.

2.3 Usage Data

The Government will collect water usage data from the Supervisory Control and Data Acquisition on the pump/pipeline (“**SCADA Data**”). On or before March 31, 2026, and each March 31 thereafter, the Government shall provide to the Board the SCADA Data for the immediately preceding calendar year.

3. WINTERTIME WATER RIGHT

3.1 The Board owns the Wintertime Water Right.

3.2 The Board grants the Government the right to use the Wintertime Water Right for the Term. The Government gives permission to use the Wintertime Water Right for municipal use on MHAFB, as provided in this Use Agreement.

3.3 The Annual Water Rental Payment covers the Government’s use of the Wintertime Water Right on MHAFB.

3.4 Upon the request of the Board, the Government shall provide SCADA Data and any other information or testimony reasonably requested to prove beneficial use on MHAFB of the Wintertime Water Right permit and support perfecting a license of the Wintertime Water Right.

3.5 The Board does not warrant or guarantee any elements that will ultimately be licensed under the Wintertime Water Right.

4. MHAFB PRIMARY WATER SOURCE

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

4.2 The Ground Water Rights shall be used to supplement the Surface Water Rights in the following circumstances:

4.2.1 an emergency,

4.2.2 when Surface Water Rights are curtailed, and

4.2.3 at least once every five (5) years to prevent forfeiture.

5. WATER DISTRICT

5.1 The Surface Water Rights are administered by Water District 02.

5.2 The Government shall be responsible for payment of fees uniformly billed by Water District 02 to all water users.

6. TERM

This Use Agreement shall commence on the Effective Date and terminate December 31, 2075, unless extended by mutual agreement of the Parties.

7. DEFAULTS AND REMEDIES

7.1 **Board Default and Government' Remedies**

7.1.1 Subject to Section 2.1.6, the Board shall be in default if it does not provide access to the Surface Water Rights, as provided in this Use Agreement (“**Board Default**”). If a Board Default occurs, the Government shall be entitled to a refund for each AF of the Actual AF Rental that the Board did not provide access to (“**Board Default Refund**”).

7.1.2 The Government shall provide written notice to the Board of any Board Default (“**Board Default Notice**”).

7.1.3 The Board shall pay the Board Default Refund to the Government within one hundred twenty (120) days of its receipt of a Board Default Notice.

7.1.4 The Government also may seek any other legal or equitable relief available to the Government for a Board Default and the specified remedies of the Government under this Use Agreement are separate and cumulative and are not intended to be exclusive of any other remedies to which the Government may be lawfully entitled in case of any breach or threatened breach by the Board of any provisions of this Use Agreement.

7.2 Government Default and Board Remedies

7.2.1 Subject to Section 10.1 of this Use Agreement, the Government shall be in default if the Government fails to pay the Water Rental Payment on the Water Rental Payment Due Date, and such failure is not cured within thirty (30) days of the Water Rental Payment Due Date (“**Government Default**”).

7.2.2 Subject to Section 10.1 of this Use Agreement, if a Government Default occurs and such failure is not cured within one hundred twenty (120) days following receipt by the Government of a written demand therefor, the Board shall be entitled to seek any other legal or equitable relief available to the Board for the Government Default. The specified remedies of the Board under this Use Agreement are separate and cumulative and are not intended to be exclusive of any other remedies to which the Board may be lawfully entitled in case of any breach or threatened breach by the Government of any provisions of this Use Agreement.

8. BOARD REPRESENTATIONS AND WARRANTIES.

8.1 The Board shall, at its own expense, prosecute and if necessary, defend its claims to, and ownership of the Surface Water Rights in any judicial or administrative proceeding to the extent necessary for the Board to satisfy its obligations under this Use Agreement.

8.2 The Board shall maintain the Lease of the Water Rights in the Bank for the duration of this Use Agreement.

8.3 The Board represents and warrants:

8.3.1 the Board has full power and authority to enter into this Use Agreement and to perform and carry out the transactions provided for in this Use Agreement,

8.3.2 this Use Agreement has been duly authorized, executed and delivered by the Board and constitutes the legal, valid and binding obligation of the Board, enforceable against the Board in accordance with its terms, and

8.3.3 the Board is aware of no (i) existing, proposed or contemplated condemnation or eminent domain proceedings which would affect the Surface Water Rights in any way, (ii) litigation, suit, arbitration, claim or proceeding, at law or equity, judicial, municipal or administrative, pending, or threatened, which does or could materially affect the ownership, use or possession of the Surface Water Rights, (iii) agreement, contract or liens that would affect the performance of the Board hereunder or its use or possession of the Surface Water Rights, or (iv) disputes, claims or actions involving the ownership of the Surface Water Rights.

9. GOVERNMENT REPRESENTATIONS AND WARRANTIES.

- 9.1** The Government shall be responsible for defending and maintaining its ownership and use of the Ground Water Rights.
- 9.2** The Government agrees to use its Ground Water Rights as a supplemental source of water for the MHAFB should the Surface Water Rights ever become unavailable because of a water shortage or delivery call.
- 9.3** The Government shall only use the Surface Water Rights for municipal purposes.
- 9.4** The Government represents and warrants:
- 9.4.1** the Government has full power and authority to enter into this Use Agreement and to perform and carry out the transactions provided for in this Use Agreement, and
- 9.4.2** this Use Agreement has been duly authorized, executed and delivered by the Government and constitutes the legal, valid and binding obligation of the Government, enforceable against the Government in accordance with its terms.

10. MISCELLANEOUS PROVISIONS

- 10.1 Anti-Deficiency Act.** Nothing in this Use Agreement will be interpreted to require obligations or payments by the Government in violation of the Anti-Deficiency Act, as amended, 31 U.S.C. §1341, and nothing in this Use Agreement is intended to bind the Government to commit, obligate, appropriate or spend funds in violation of the Anti-Deficiency Act and other laws respecting federal funding.
- 10.2 Third-Party Beneficiaries.** There are no third-party beneficiaries to this Use Agreement.
- 10.3 Assignment.** Neither Party may assign any interest or obligation owing under this Use Agreement without the prior written consent of the other Party.
- 10.4 Governing Laws.** This Use Agreement shall be governed by and construed under the laws of the State of Idaho, except as otherwise required by federal law.
- 10.5 Section Headings.** The captions and paragraph titles used in this Use Agreement are for reference only and will not be used in the interpretation of this Use Agreement.
- 10.6 Severability.** If any provision of this Use Agreement is determined to be illegal, void, or unenforceable, such determination will not affect any other provisions of this Use Agreement, and all such other provisions will remain in full force and effect.
- 10.7 Officials Not to Benefit.** No Member of, or Delegate to, the Congress, or Resident Commissioner, will be admitted to any part or share of this Use Agreement or to any benefit that may arise therefrom, but this provision will not be construed to extend to this Use Agreement if made with a corporation for its general benefit.

10.8 Covenant Against Contingent Fees. The Board warrants that no person or agency has been employed or retained to solicit or secure this Use Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees and bona fide commercial agencies retained by the Board for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to revoke this Use Agreement without liability or in its discretion to require the Board to pay the full amount of such commission, percentage, brokerage, or contingency fee to the Government.

10.9 Incorporation of Prior Agreements. This Use Agreement contains the entire agreement and understanding of the Government and the Board with respect to the subject matter hereof, and no prior written or oral agreement, understanding, or communication pertaining to any such matter shall be effective for any purposes. No provision of this Use Agreement may be changed except by written agreement signed by the Parties.

10.10 Amendments. This Use Agreement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each Party.

10.11 Notices. Any notice, demand, order, direction, determination, consent or approval, request, or other communication with respect to this Use Agreement, shall be in writing and shall not be effective unless given or served by personal delivery to the Party to whom such communication is directed, or by mailing the same to such Party by certified Government mail, or by delivering the same through a nationally recognized and reputable overnight delivery service. Such delivery or mailing shall be to the appropriate delivery or mailing address specified below, or at such other address or addresses as the Government and the Board, may from time to time designate by notice given hereunder. Delivery shall be effective on the date of receipt (or refusal of delivery, if applicable) confirmed by the records of the mailing or delivery service.

If to the Board: Idaho Water Resources Board
Attn: Chairman
322 East Front Street
P.O. Box 83720
Boise, Idaho 83720-0098

[With a copy to:]

If to the Government: Department of the Air Force
Deputy Assistant Secretary of the Air Force
(Installations)
1665 Air Force Pentagon
Washington, D.C. 20330-1665
(Only Notices of Government Default)

With copies to: AFCEC/CIT

Address:
2261 Hughes Avenue, Suite 155
JBSA Lackland, TX 78236-9853
Delivery Address:
3515 S. Gen. McMullen, Door 1
San Antonio, TX 78226-1858

and

[insert MHAFB notice information]

10.12 Counterpart Originals. This Use Agreement may be digitally executed in one or more counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.13 Amendment of Third-Party Documents. The Board will not amend or modify any of the documents it has executed with [third-parties and upon which this Use Agreement is dependent if such amendment or modification would materially and adversely affect the interests of the Government as set forth in this Use Agreement.

[Remainder of page intentionally left blank; signature pages follow]

BOARD SIGNATURE PAGE TO WATER RIGHT USE AGREEMENT

IN WITNESS WHEREOF, the IDAHO WATER RESOURCE BOARD has executed this Use Agreement, effective as of the Effective Date.

IDAHO WATER RESOURCE BOARD, an
agency of the State of Idaho

By: _____
Jeff Raybould
Chairman

UNITED STATES SIGNATURE PAGE TO WATER RIGHT USE AGREEMENT

IN WITNESS WHEREOF, THE UNITED STATES OF AMERICA has executed this Use Agreement, effective as of the Effective Date.

THE UNITED STATES OF AMERICA, acting
by and through the Secretary of the Air Force

By: _____
ROBERT E. MORIARTY, P.E., SES
Deputy Assistant Secretary of the Air Force
(Installations)

EXHIBIT 1

Administrative Memorandum

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF APPLICATION FOR
STREAM CHANNEL ALTERATION PERMIT NO.
S37-20565

Resolution Appointing Hearing Officer

1 WHEREAS, on March 15, 2019, the Idaho Department of Water Resources ("IDWR") received
2 Joint Application for Permits No. S37-20565 ("Application") filed by John Hastings, Jr. and Embassy
3 Auditoriums, Inc. ("Hastings") for a stream channel alteration permit for bank stabilization, in
4 response to a notice of violation; and
5

6 WHEREAS, on May 17, 2019, IDWR issued a Conditional Approval of Joint Application for
7 Permits (S37-20565) ("Permit"); and
8

9 WHEREAS, Hastings requested a hearing before the Idaho Water Resource Board ("IWRB")
10 on IDWR's conditional approval; and
11

12 WHEREAS, IDWR and Hastings were in discussions on the conditional terms of the Permit
13 and reached an impasse in late 2021, and IDWR asked the IWRB to appoint a hearing officer; and
14

15 WHEREAS, the IWRB appointed Shelley Keen as hearing officer at its November 19, 2021
16 meeting and Hastings disqualified Mr. Keen as a hearing officer; and
17

18 WHEREAS, Hastings initiated court proceedings against IDWR related to the matter in
19 November 2021; and
20

21 WHEREAS, the court proceedings reached a resolution such that another hearing officer
22 needed to be appointed to issue a recommended order or preliminary order in accordance with
23 Idaho Code §§ 67-5243(1) and 67-5248; and
24

25 WHEREAS, on July 26, 2024 the IWRB appointed Pete Wood as hearing officer; and
26

27 WHEREAS, Pete Wood disqualified himself upon Hastings' request and another hearing
28 officer needs to be appointed; and
29

30 NOW THEREFORE BE IT RESOLVED, the IWRB hereby appoints Roger S. Burdick, an
31 independent hearing officer on contract with IDWR, to serve as the hearing officer in the above
32 captioned matter.

DATED November 22, 2024.



JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST 

DEAN STEVENSON, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE BIG WOOD RIVER
GROUND WATER MANAGEMENT AREA
MANAGEMENT PLAN – CONSERVATION,
INFRASTRUCTURE, AND EFFICIENCY FUND

RESOLUTION TO MAKE A FUNDING
COMMITMENT

1 WHEREAS, in October 2020, the Director of the Department of Water Resources formed an
2 Advisory Committee to draft a new management plan for the Big Wood River Ground Water Management
3 Area (BWRGWMA) in response to proposals for a conjunctive use management plan for the BWRGWMA;
4 and

5
6 WHEREAS, on May 4, 2021, in response to severe drought conditions causing water supply
7 shortages in the Wood River Basin, the Director initiated administrative proceedings for the Wood River
8 Basin. On June 28, 2021, the Director issued an order curtailing junior groundwater rights in the Bellevue
9 Triangle area of the BWRGWMA to increase the supply of water to senior water right holders in the Silver
10 Creek and Little Wood River drainages. On July 8, 2021, the Director approved the groundwater users’
11 mitigation plan and stayed the curtailment order. Prior to submitting the mitigation plan, the parties to
12 the administrative proceedings signed a settlement document that included a commitment to work with
13 the Advisory Committee to submit a proposed groundwater management plan for the BWRGWMA to the
14 Director by December 1, 2021.

15
16 WHEREAS, by January 2022 the Advisory Committee negotiated the elements of the BWRGWMA
17 Advisory Committee Groundwater Management Plan Term Sheet (“Term Sheet”) describing various
18 management and mitigation actions intended to “inform the development of a groundwater management
19 plan pursuant to Idaho Code § 42-233b, support the delivery of water to senior surface water rights,
20 support stream health, and improve and maintain aquifer health;” and

21
22 WHEREAS, on May 4, 2022 the Director approved the Big Wood River Ground Water Management Area
23 Plan which contains certain management actions, including ground water use reduction, funding for the
24 cooperative cloud seeding program in the Wood River Basin, Snake River storage water delivery, and
25 establishment of a Conservation, Infrastructure, and Efficiency Fund (CIEF); and

26
27 WHEREAS, the CIEF was developed to be used for infrastructure improvements and other
28 permanent measures that improve the efficiency of delivering senior water rights, protect groundwater
29 levels, increase surface water flows, and for purchasing storage water. Ground water users will contribute
30 to the CIEF as specified in the BWRGWMA Management Plan; and

31
32 WHEREAS, the BWRGWMA Management Plan Advisory Committee requested the IWRB match
33 the amounts ground water users contribute to the CIEF, up to a maximum of \$200,000 annually; and

34
35 WHEREAS, the CIEF committee, established by the Advisory Committee, will select projects on
36 which to use the CIEF funds, and the IWRB will have a representative on that committee to be appointed
37 by the IWRB Chair; and

39 WHEREAS, providing matching funds for CIEF-funded projects is consistent with the purpose of
40 the IWRB's Secondary Aquifer Planning, Management, and Implementation Fund; and
41

42 WHEREAS, on April 2022 the IWRB passed resolution 14-2022 authorizing a commitment of funds
43 not to exceed \$200,000 annually from the Secondary Aquifer Planning, Management, and Implementation
44 Fund for three years (FY2023, FY2024, FY2025) to match funds groundwater users contribute to the CIEF;
45 and
46

47 WHEREAS, the term of the Management Plan was three (3) years, and it automatically expires on
48 December 31, 2024; and
49

50 WHEREAS, October 30, 2024, the Advisory Committee negotiated recommendations for a three-
51 year extension of the Big Wood River Ground Water Management Area Management Plan and submitted
52 them by letter to the Director for approval; and
53

54 NOW, THEREFORE BE IT RESOLVED that the IWRB authorizes a commitment of funds not to
55 exceed \$200,000 annually from the Secondary Aquifer Planning, Management, and Implementation Fund,
56 for the next three years (FY2026, FY2027, FY2028), on a dollar-for-dollar match, for those funds the ground
57 water users contribute to the CIEF.
58

59 NOW, THEREFORE BE IT FURTHER RESOLVED that this commitment of funds is subject to the
60 Director's approval/extension of the Big Wood River Ground Water Management Area Management Plan.
61

62 NOW, THEREFORE BE IT FURTHER RESOLVED that the IWRB authorizes its chairman or designee,
63 to execute the necessary agreements or contracts for the purpose of this resolution.
64

65 NOW, THEREFORE BE IT FURTHER RESOLVED that after this three-year period, an amount at least
66 equal to the IWRB's contribution to the CIEF shall be committed for conservation, infrastructure, and
67 efficiency projects.

DATED November 22, 2024.



JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST 

DEAN STEVENSON, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF TELEMETRY &
MONITORING GRANTS

RESOLUTION TO ADOPT CRITERIA

1 WHEREAS, the Idaho Water Resource Board (IWRB) has been awarded \$2 million from
2 the Bureau of Reclamation (BoR) through the Investing In America Inflation Reduction Act to
3 support the ongoing efforts to strengthen drought resilience in the Eastern Snake Plain Aquifer
4 (ESPA); and

5
6 WHEREAS, the BoR funding for the ESPA Telemetry and Metering Project is intended to
7 forward the implementation of real-time information on both surface water and groundwater
8 diversions, enabling more effective and efficient management of limited water supplies during
9 periods of drought; and

10
11 WHEREAS, on November 8, 2024 the IWRB Finance Committee discussed the attached
12 criteria and recommended Staff present the criteria for consideration at the November 22,
13 2024 IWRB meeting.

14
15 NOW, THEREFORE BE IT RESOLVED that the IWRB adopts the attached criteria for the
16 award of Telemetry & Monitoring grants.

17
18 BE IT FURTHER RESOLVED the IWRB directs its Chairman, Executive Manager, or
19 designee to execute any necessary agreements, applications, permissions or contracts for the
20 purpose of this resolution.

DATED this 22nd day of November 2024.



Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST 

Dean Stevenson, Secretary

Memorandum



To: Idaho Water Resource Board

From: *Justin Ferguson, Project Manager*

Date: November 8, 2024

Re: *Telemetry & Monitoring Program Administration Guidelines and Qualification Criteria*

Program Description

The Idaho Water Resource Board (IWRB) was awarded \$2 million dollars to promote water conservation efforts throughout the Eastern Snake River Plain (ESPA). This program is focused on helping irrigators throughout the ESPA with the costs of purchasing telemetry and monitoring equipment for ground and surface water diversions.

Funding under this program will be a cost-reimbursement contract, with invoices to be submitted to Staff for review and approval. Contracts will be limited to a one-year term, and proof of cost share is required at the time of application to keep the maximum amount of funding available.

Qualification Criteria

Eligible Projects:

Projects considered under this program are for the purchase of monitoring and telemetry equipment for both surface and groundwater diversions within the ESPA. Projects that are completed by the application deadline are not eligible for this program.

Eligible Entities:

Irrigation Districts, Irrigation Boards of Control, Canal Companies, Drainage Districts, Groundwater Districts, Ditch Companies, Lateral Ditch Users Associations, Reservoir Districts, Municipal Irrigation Districts (formed per Title 42, chapter 18, Idaho Code), Municipalities, Counties and Water Districts

Geographic Area

Limited to diversions within the Eastern Snake River Plain Common Groundwater Boundary

Award Limit

Funding under this program will be limited to 50% up to a maximum of \$250,000

Project Funding Method

Proposals for the purchase of automation and/or telemetry equipment will be scored on the following criteria:

Telemetry Equipment

- Up to 50 points can be awarded if the project proposes to install telemetry equipment on the Sponsor's diversion works

Monitoring Equipment

- Up to 30 points can be awarded if the project proposes to install monitoring equipment on the Sponsor's diversion works

Initial Equipment Installation

- Up to 10 points can be awarded if this is the first installation of telemetry and/or monitoring equipment on the Sponsor's diversion works

Description of Equipment Installed

- 5 points can be awarded if the Sponsor is able to provide a description of the equipment being installed

Diversion Rate Monitored and/or Telemetered

- Up to 20 Points will be awarded based on the proposed Project's total diversion rate to be monitored and/or telemetered.
 - Diversions monitored and/or telemetered for each project will be used to create a per round scoring system
 - Each application will then be scored based on where the proposal falls within that scoring system

Project Proposal & Clarity

- Up to 10 points can be awarded if the Sponsor provides a description of the Project and identifies the Project's need, proposed budget, and public interest
- Up to 5 points can be awarded if the Sponsor can provide plans, timeline, and drawings for the Project

Grant Application Requirements

- Grant applications will require the applicant to provide:
- 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 (IWRB grant, other state and federal grants, sponsor's contribution)
- Project implementation schedule

Program Administration

Contracts under this program will be a 50% cost share of the total project costs. A final accounting of all funding sources used on the project may be requested by Staff at the end of the project for verification. Applications will be accepted year-round, with an annual deadline of the last Friday in March and an annual award date each *May*. In-kind services for installation work can be reimbursed for up to 50% of the total amount awarded; legal and Administrative in-kind services will be limited to 5%. Funding may be reallocated if the contract expires without a notification from the recipient or if the project is not completed within the award contract duration.

Application Process

Staff will review the funding request and, when necessary, schedule a meeting with the applicant to discuss the information provided. For a request to be considered complete, all sections of the application must be

filled out, with supporting documentation provided where necessary. All incomplete applications will be held for 30 days from receipt; incomplete applications past 30 days will be declined and returned to the applicant, at which time a new, complete application must be submitted.

Funding requests will be presented to the IWRB Finance Committee for a recommendation at a scheduled meeting between the close of applications and the May IWRB meeting. Upon the receipt of a favorable recommendation, Staff will take the request to the IWRB for approval via funding resolution. Funding request applications that do not receive funding or do not receive a favorable recommendation will be declined and returned to the applicant. An unfavorable recommendation or incomplete application does not prevent applicants from applying in subsequent funding rounds.

Grant Submission

Completed applications can be emailed to the Idaho Water Resource Board's Grants Team at IWRBGrants@IDWR.Idaho.gov and must be received by 5:00 pm on the application date. Physical copies must be postmarked by the application date and can be mailed to:

Idaho Department of Water Resources
Attn: IWRB Grants Team - Telemetry & Monitoring Grant
P.O Box 83720
Boise, ID 83720-0098

Applications can also be dropped off in person on the 6th floor of the Idaho Water Center in Boise, ID, and must be received by 5:00 pm on the application date. The Idaho Water Center is located at:

322 E. Front Street
Suite 648
Boise, ID 83702-7371

For questions on the application package or to schedule a meeting with the Grants Team, email us at IWRBGrants@IDWR.Idaho.gov and please specify the Telemetry & Monitoring Grant Program.

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE MOUNTAIN HOME
AQUIFER MODEL

RESOLUTION TO APPROVE FUNDS TO DEVELOP
THE WESTERN SNAKE PLAIN MODEL

1 WHEREAS, significant water level declines on the Mountain Home Plateau resulted in the
2 establishment of the Cinder Cone Butte Critical Ground Water Area (CGWA) on May 7, 1981, and the
3 Mountain Home Ground Water Management Area on November 9, 1982; and
4

5 WHEREAS, over the last 40 plus years, IDWR has tracked the continuation of these groundwater
6 issues through bi-annual measurement of groundwater levels and development of localized water
7 budgets; and
8

9 WHEREAS, the Cinder Cone Butte CGWA continues to see groundwater declines of up to four feet
10 per year; and
11

12 WHEREAS, a request was made by Elmore County for the IWRB to expand the Treasure Valley
13 groundwater model to include the Mountain Home Plateau in May 2021; and
14

15 WHEREAS, the IWRB authorized funds in the amount of \$700,000 in January 2022 to complete
16 the Mountain Home Hydrologic Investigation to collect the necessary information needed to develop a
17 future groundwater model; and
18

19 WHEREAS, IDWR Hydrology staff have led a hydrologic investigation which will conclude in 2025
20 and has included the following: 1) five new monitoring wells drilled and the existing monitoring network
21 was improved through work conducted by or contracted by IDWR, and 2) in coordination with the USGS,
22 a hydrogeologic framework was prepared, water level synoptic measurements were conducted, and a
23 water budget and borehole geophysics are currently in progress; and
24

25 WHEREAS, the Treasure Valley groundwater model was released in January 2023; and
26

27 WHEREAS, IDWR staff working with the USGS have developed a proposal to build a Western Snake
28 Plain model over the next four calendar years, which will incorporate the current Treasure Valley model,
29 include the Mountain Home Plateau, and allow for additional refinement in the Mayfield areas; and
30

31 WHEREAS, on May 24, 2024, the IWRB adopted the Secondary Aquifer Fund for Fiscal Year 2025
32 (Resolution 24-2024), which included \$250,000 for Mountain Home Basin Groundwater Model
33 Development (Year 1 of 4), but required an additional resolution approval by the IWRB for the funds to
34 be utilized; and
35

36 NOW, THEREFORE, BE IT RESOLVED that the IWRB authorizes funds from the IWRB's Second
37 Aquifer Planning, Management, and Implementation Fund in the amount of \$250,000 for Fiscal Year 2025
38 and commits to funding the remaining \$600,000 over Fiscal Years 2026-2028 to construct the Western
39 Snake Plain model.
40

41 BE IT FURTHER RESOLVED that the IWRB authorizes its chairman or designee, the Executive
42 Manager to the IWRB, to execute the necessary agreements or contracts to complete the proposed
43 modeling effort.

DATED this 22nd day of November 2024.



JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST


DEAN STEVENSON, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF THE IDAHO WATER
RESOURCE BOARD'S EASTERN SNAKE PLAIN
AQUIFER MANAGED RECHARGE PROGRAM

RESOLUTION TO APPROVE ESPA MANAGED
RECHARGE PROGRAM STANDARDS AND
PROCEDURES

1 WHEREAS, the Idaho State Water Plan references managed recharge may be used as an adaptive
2 mechanism for minimizing the impacts of variability in climate conditions and to ensure the sustainability
3 of Idaho's water resources; and
4

5 WHEREAS, the Idaho State Water Plan recognizes that the effects on ground water and surface
6 water budgets and water quality from managed recharge projects must be monitored and evaluated to
7 determine the effectiveness of such projects after implementation; and
8

9 WHEREAS, the Idaho Water Resource Board (IWRB) supports and assists in the development of
10 managed recharge projects that further water conservation and increase water supplies available for
11 beneficial use; and
12

13 WHEREAS, the Eastern Snake Plain Aquifer (ESPA) Comprehensive Aquifer Management Plan and
14 the Idaho State Water Plan established managed recharge as being an appropriate means to enhance
15 ground and surface water supplies, help maintain and increase aquifer levels, and change the timing and
16 availability of water supplies to meet demand; and
17

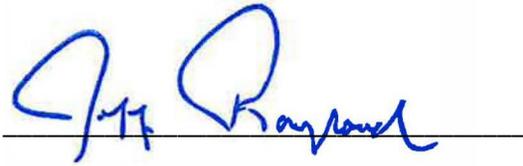
18 WHEREAS, the 2016 Idaho Legislature passed and approved Senate Concurrent Resolution 136
19 directing the IWRB to develop the capacity to achieve 250,000 acre-feet of annual average managed
20 recharge to the ESPA by December 31, 2024; and
21

22 WHEREAS, the IWRB has been operating the full-scale ESPA Managed Recharge Program for ten
23 years and recognizes the need to document and standardize program procedures to provide consistency,
24 fairness, ensure compliance with laws and regulations, guide decision-making, and streamline internal
25 processes. These procedures are documented through the ESPA Managed Aquifer Recharge Program
26 Standards & Procedures (Standards & Procedures).
27

28 NOW, THEREFORE, BE IT RESOLVED that the IWRB adopts the Standards & Procedures hereto
29 attached as Attachment A.
30

31 BE IT FURTHER RESOLVED that the IWRB may modify the Standards & Procedures at a properly
32 noticed meeting of the IWRB.

DATED this 22nd day of November 2024.



Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST 

Dean Stevenson, Secretary

ATTACHMENT A

IWRB ESPA Managed Recharge Program Standards and Procedures

BRAD LITTLE
Governor



JEFF RAYBOULD
Chairman

Idaho Water Resource Board

322 East Front Street
Boise, ID 83702-7374
208.287.4800
idwr.idaho.gov/iwr

IWRB ESPA Managed Aquifer Recharge Program Standards & Procedures

The standards and procedures outlined in this document are intended to be advisory only and do not in themselves carry the force and effect of law. Additionally, this document may not include all procedures or guidance documents that solely affect internal processes. Any questions regarding the implementation of this document should be directed to Managed Aquifer Recharge Program staff using the contact information above.

I. OVERVIEW

The goal of the Idaho Water Resource Board’s (IWRB) Managed Aquifer Recharge (MAR) Program (Program) is to augment aquifer recharge, enhancing water availability and predictability for users, as outlined in the Eastern Snake Plain Aquifer (ESPA) Comprehensive Aquifer Management Plan (CAMP). See IWRB, Eastern Snake Plain Aquifer (ESPA) Comprehensive Aquifer Management Plan (2009). The standards and procedures outlined below provide guidance to Program staff and transparency to stakeholders in pursuit of the goal.

II. BACKGROUND

The IWRB has the authority to establish programs that address specific water resource issues deemed to be in the public interest, pursuant to Article XV, section 7 of the Idaho Constitution, and Idaho Code § 42-1734(4). Through the development of the ESPA CAMP, MAR was determined to be a tool to address the declines in the aquifer. The ESPA CAMP was adopted by the IWRB in 2008 and passed into law by the Idaho Legislature in 2009. The goal of the ESPA CAMP is to sustain the economic viability and the social and environmental health of the Eastern Snake River Plain by adaptively managing a balance between water use and supplies. In 2016 the Idaho Legislature passed Senate Concurrent Resolution No. 136 which acknowledged the following points:

- As a result of declines to ESPA water levels and total storage content, there is currently an insufficient water supply for some water users leading to water delivery calls, protracted litigation, and curtailment notices issued by the Idaho Department of Water Resources (IDWR).
- The current ESPA water levels and total storage content are inadequate to provide a reasonably safe supply of water for sustainable surface and ground water irrigation, aquaculture,

hydropower, municipal and industrial uses, the curtailment of which would cause severe economic harm to the State of Idaho.

- Sustaining the spring flows in the Thousand Spring reach of the Snake River is essential to maintaining the Murphy minimum stream flows.
- Stabilizing and enhancing the ESPA water level is in the public interest because it will lead to sustainable water supply for consumptive and nonconsumptive uses and minimize harm to Idaho's economy arising from water supply shortages.

S. Con. Res. 136, 63d Leg., 2d Reg. Sess. (Idaho 2016). The resolution established the goals that the State develop the capacity to achieve 250,000 acre-feet of average annual managed recharge on or before December 31, 2024, and established a goal of 250,000 acre-feet of average annual recharge across the ESPA for state funded managed recharge. *Id.*

This document provides a series of standards and procedures developed for the Program. The standards and procedures are divided into the following categories: Coordination, Site Metrics, Conveyance and Delivery, and Monitoring and Evaluation. Aligned with the adaptive management recommendations defined in the ESPA CAMP, this document will be updated periodically to reflect changing conditions, policy, and overall goals. Any substantive changes to the document will be approved by the IWRB.

III. EFFECTIVE DATE

These standards and procedures shall become effective immediately. The Idaho Water Resource Board may modify or revoke these standards and procedures at any time.

This document was approved through Resolution No. 59-2024 adopted on November 22, 2024.

I. INTRODUCTION

The IWRB MAR Program has evolved significantly in the ten years since its creation. Based on experience from full-scale operations of the Program, procedural issues have been identified, which this document seeks to clarify. It is intended that this document will be updated periodically based on staff experience, evaluation of Program effectiveness, and changes in policy or goals. All substantive changes will be submitted for approval by the IWRB in accordance with the adaptive management recommendations defined in the ESPA CAMP. Some of the topics formalize standard procedures while others address more complex programmatic considerations and may require separate memorandums to provide the necessary background and methodologies.

It should be noted that these standards are specifically intended for ESPA MAR completed by or on behalf of the IWRB. Entities conducting MAR privately may not be subject to these standards.

II. DEFINITIONS AND ABBREVIATIONS

CAMP: Comprehensive Aquifer Management Plan

CFS: cubic feet per second

Contractor: Any entity contracted to conduct MAR operations on behalf of the IWRB.

ESPA: Eastern Snake Plain Aquifer

ESPAM: Eastern Snake Plain Aquifer Model

GWQMP: Ground Water Quality Monitoring Plan

IDEQ: Idaho Department of Environmental Quality

IDWR: Idaho Department of Water Resources

In-canal Recharge: MAR conducted utilizing canal systems outside of the irrigation season.

Infiltration Basin: Any natural or constructed basin used to conduct MAR by filling with water and allowing it to seep into the ground.

IWRB: Idaho Water Resource Board

Lower Valley: For the purposes of this document, “Lower Valley” refers to the ESPA downstream (west) of American Falls Reservoir.

MAR: Managed Aquifer Recharge. For this document, Managed Aquifer Recharge is defined as adding 'new' water to the aquifer—water that would not naturally recharge or result from the normal use of a non-recharge MAR water right.

Natural Flow: Surface water diverted for MAR under a ground water recharge water right, water permit, or temporary approval.

Off-canal MAR Sites: Any MAR site that receives water from a canal or separate water delivery system.

Private Recharge: Recharge that is not associated with the IWRB.

Recharge Well: For the purposes of this document, “recharge well” refers to an injection well used as a method of delivery for MAR.

Storage Water: Surface water stored in the Upper Snake River Basin reservoir system under a storage water right or water permit.

UIC Program: Underground Injection Control Program

Upper Valley: For the purposes of this document, “Upper Valley” refers to the ESPA upstream (east) of American Falls Reservoir.

Water Delivery System “System”: Connected infrastructure which is used to convey water and for which flow is measured as a sum of its parts. An example of this is a set of multiple canals which all share a common endpoint.

III. STATUTORY FRAMEWORK

In addition to the constitutional articles and statutes cited above, further statutes and documents of relevance are identified below, providing the framework for this document. This section is not exhaustive, as other rules and statutory frameworks are provided in specific sections below.

Idaho Code § 42-234 establishes the basis for use of water to conduct managed recharge. The appropriation of water for purposes of recharge of ground water basins, in accordance with Idaho law and the Idaho State Water Plan, constitutes a beneficial use of water. I.C. § 42-234(1)–(2). To ensure managed recharge projects do not injure existing water rights, Idaho Code § 42-234(4) grants the IDWR Director “the authority to approve, disapprove, or require alterations in the methods employed to achieve ground water recharge.” Proposals for managed recharge projects involving the diversion of natural flow water appropriated in accordance with Idaho Code § 42-234, in excess of ten thousand (10,000) acre-feet on an average annual basis, must be submitted to the IWRB for approval prior to construction commencement. I.C. § 42-1737(a).

The Idaho State Water Plan (Plan) states that “[m]anaged recharge may also be used as an adaptive mechanism for minimizing the impacts of variability in climate conditions.” IWRB, Idaho State Water Plan § 11, at 15 (2012). The Plan recognizes that managed recharge is one of the implementation strategies to ensure the sustainability of Idaho’s water resources. *Id.* Recharging aquifers as a water supply alternative has significant potential to address water supply needs as well as conjunctive management issues. “The [IWRB] supports and assists in the development of managed recharge projects that further water conservation and increase water supplies available for beneficial use.” *Id.* Specific to the ESPA, successful adaptive management strategies “will accomplish two goals: 1) ensure an adequate and sustainable water supply for existing and future uses, and 2) reduce conflicts between ground and surface water users.” *Id.* § 4D, at 54. The Plan recognizes that recharge program effectiveness monitoring and evaluation results are key components to selecting and designing managed recharge strategies and projects. *See id.* § 4E, at 55.

Managed aquifer recharge is considered distinct from incidental ground water recharge. The legislature recognizes that incidental ground water recharge benefits are often obtained from the diversion and use of water for various beneficial purposes. However, such “incidental recharge may not be used as the basis for claim of a separate or expanded water right.” I.C. § 42-234(5). To meet the goals established for the ESPA through the legislature and ESPA CAMP, the IWRB does not consider incidental ground water recharge as managed aquifer recharge.

IV. PROGRAM OPERATIONS OVERVIEW

The IWRB recharge season is defined as August 1 through July 31. This period was determined based on when natural flow was historically available for MAR. Water used for MAR in the State of Idaho must have a beneficial use designated as Ground Water Recharge. Typically, there are two sources of water available to the ESPA MAR Program, natural flow and storage water.

Natural flow water can be diverted for MAR under an Idaho water permit or license with a beneficial use of Ground Water Recharge or a temporary approval of water use designated for recharge. *See* I.C. § 42-103, -104, 42-202A(4a). The oldest priority date for a IWRB recharge water right is 1980. The IWRB’s recharge water rights are generally in priority outside of the irrigation season or when there are flood control releases from the reservoir systems. The recharge water rights are administered by the appropriate water district in accordance with the priority date on the permit or license. A temporary approval of water use cannot cause injury to existing water rights; one can only be used when all other water rights are met. Therefore, temporary approvals are only available to the IWRB MAR Program when there are flood control releases.

The IWRB will conduct MAR for other entities using storage water. The storage water must be transferred to the IWRB through the appropriate water district procedures. Storage water is generally available during the irrigation season but must be used by November 30th of the year the transfer takes place.

The IWRB utilizes infiltration basins and recharge wells (“off-canal” recharge sites) and canal conveyance losses for MAR. The Program generally contracts with entities such as canal companies or irrigation districts that own diversion infrastructure on the Snake River and its tributaries, to accomplish MAR. Except for specific sites, the IWRB does not own the infrastructure or dedicated recharge sites, and the IWRB is not accountable for contractor operations. Specific MAR site types may have statutory requirements such as those established by the IDWR UIC Program for recharge wells or by IDEQ for infiltration basins. This document establishes standards for the MAR Program outside of any additional statutory requirements.

V. COORDINATION STANDARDS & PROCEDURES

The IWRB relies on its contracted partners to perform managed aquifer recharge, requiring a high level of coordination between partners, the IWRB, and other governing agencies. The following standards serve to clarify the responsibilities of a contractor regarding communication and compliance with these entities. It cannot be guaranteed that the standards listed here are a comprehensive list of all legal requirements; it is ultimately the responsibility of the contractor to ensure compliance with all governing bodies.

1. COORDINATION WITH IWRB

- a. Any entity providing recharge services for the MAR Program must have a valid water conveyance contract with the IWRB, signed by a representative of both parties, prior to commencing recharge operations.
- b. The Contractor shall not divert recharge water until the IWRB has issued a notice to proceed specifically designating the date that the Contractor may begin diverting water for recharge, the contractual dollar limit per recharge season, and other key conditions related to IWRB recharge. The rate and/or volume of water the Contractor is authorized to divert for recharge may be modified by the IWRB to achieve the geographic distribution of recharge consistent with the ESPA CAMP.
- c. The Contractor may reduce or cease delivery of the IWRB’s water at its discretion to provide for the needs of its shareholders. The Contractor shall notify the IWRB within 24 hours of ceasing delivery of the IWRB’s water.

2. COORDINATION WITH OTHER AGENCIES

- a. All procedures, rules, regulations, laws or other requirements of local, state, and federal agencies must be complied with.
- b. Recharge infiltration basins developed or modified after January 1, 1985, must have and comply with an approved IDEQ ground water quality monitoring plan. *See* IDAPA 58.01.16.600; IDEQ, Guidance for Developing a Ground Water Quality Monitoring Program for Managed Recharge Projects by Land Application § 1, at 1 (2017).
- c. All recharge wells utilized for the MAR Program must have and comply with a permit issued by the UIC Program and comply with all other UIC Program requirements. *See* IDAPA 37.03.03. IDWR is responsible for the operation of the UIC Program.

- d. Off-canal recharge sites located on Federal or State land must have an easement from the appropriate entity and a noxious weed abatement program in place, which is the sole responsibility of the Contractor.

VI. SITE METRICS STANDARDS & PROCEDURES

These standards provide minimum metrics that must be met for sites conducting IWRB MAR. Recharge sites, including but not limited to infiltration basins and recharge wells, that were utilized or funded prior to the adoption of this document could be exempt from these standards. Exemptions for existing recharge sites will be evaluated on a case-by-case basis.

1. **WATER LEVELS**

- a. The pre-recharge ground water table should be a minimum of 30 feet below ground surface, as measured in the closest accessible well. This limit is recommended to protect subterranean infrastructure (e.g., basements, septic systems) and to ensure recharge water does not cause issues with flooding or sub-irrigating farmland, or with returning as surface water providing minimal benefit to the aquifer.
- b. It is recommended that recharge operations cease when the ground water table elevation rises to 15 feet or less below ground surface during MAR operations, as measured in the closest accessible well.
- c. If a recharge well is used to conduct MAR and the well is designed not to impact the upper most aquifer, 1.a and 1.b may not apply and will be assessed on a case-by-case basis.
- d. If standing water is present in an infiltration basin prior to a recharge operation, the basin will not be used to conduct IDWR MAR. It is assumed that such a site does not offer the opportunity to increase recharge to, or storage in, the aquifer and therefore will not be used.

2. **MINIMUM INFILTRATION VOLUME / DIVERSION RATE**

- a. A canal system used for IWRB MAR must have at least an average diversion rate of 20 cfs. This minimum is designed to ensure MAR is occurring at a sufficient rate to impact the aquifer and to reduce administrative oversight and operational costs. Other standards or procedures might necessitate a higher rate than defined here.
- b. An individual “off-canal” recharge site must be capable of infiltrating at least 10 cfs or 600 acre-feet per month. This minimum is designed to ensure MAR is occurring at a sufficient rate or volume to impact the aquifer and to reduce administrative oversight and operational costs. Other standards or procedures might necessitate a higher rate or volume than defined here.

3. **MAR LOCATION REQUIREMENTS**

- a. IWRB MAR locations must retain at least 15% of five-year volumetric recharge in the aquifer and/or have a 50% volumetric travel time exceeding four months to any reach of the Snake River or its tributaries. In this document, 50% volumetric travel time refers to the time required for 50% of the recharged volume to discharge to any modeled reaches of the Snake River. A primary goal of the Program as defined in the ESPA CAMP is to increase predictability for water users by managing for a reliable supply. Any site with a five-year retention of less than 15% or 50% volumetric travel time less than four months does not aid the Program in achieving that goal. Rapid returns to the Snake River result in minimal impact

to the aquifer or the capture of water that would otherwise flow past the Upper Snake River Basin reservoir system.

- i. The retention time and the travel time shall be determined by the most current, published version of the ESPAM model as determined by IDWR.
 - ii. The calculation methods used to determine these values are further defined in a supporting document included in Appendix A.
 - iii. Recharge basins and recharge wells that were utilized or funded prior to the adoption of this document or for which the minimum requirements were determined by a previous version of ESPAM may be exempt for this requirement. Exemptions will be evaluated on a case-by-case basis.
- b. The primary purpose of recharge basins is for MAR when recharge water is available. Irrigated fields or pastures will not be considered as recharge basins for IWRB MAR.

VII. CONVEYANCE AND DELIVERY STANDARDS & PROCEDURES

A goal of the MAR Program is to add additional, “new,” water to the aquifer beyond what is provided by incidental recharge. The Program also aims to maximize geographical distribution, allowing for the greatest hydrologic benefits to the aquifer and the Snake River. However, the availability of IWRB recharge water changes from year to year. These standards intend to maximize Program goals while working with an unpredictable supply.

1. CONVEYANCE SYSTEMS

- a. Entities contracted to deliver IWRB water for MAR are responsible for all operations, maintenance, management, and liability insurance for all aspects of the system(s) used to conduct MAR.
- b. IWRB participation in significant maintenance or replacement expenses related to recharge facilities and systems will be considered on a case-by-case basis.
- c. Canals being used to transport water for irrigation cannot simultaneously be used for IWRB MAR. Canals can be used to transport water to a designated recharge site when delivering irrigation water, however, water lost in the canal cannot be counted as IWRB recharge.
- d. IWRB in-canal recharge shall not occur during the system’s Average Irrigation Season. A canal system’s Average Irrigation Season is defined by its average first and last irrigation diversion dates, referred to as the Average Start Date of Irrigation Diversion and the Average Last Date of Irrigation Diversion. The methodology for calculating the Average Start Date and the Average Last Date of Diversion are included in Appendix B.
- e. Canals may still be used for recharge outside their Average Irrigation Season when transporting water for non-irrigation uses. In some cases, canal systems operate outside their Average Irrigation Season to deliver water for non-irrigation beneficial uses (e.g., stockwater). Diversions for these other uses are commonly less than they are for irrigation. A 'base flow' will be established to account for the water typically diverted water for the other beneficial uses. The volume of water considered MAR will be determined by subtracting the base flow and any spill out of the system from the total volume diverted from the source. The methodology for calculating the base flow is included in Appendix C.
- f. Use of natural stream channels shall be approved by the Idaho Water Resource Board before being utilized to conduct IWRB managed recharge. If any flow is occurring in the stream

channel, not attributed to the beneficial use of ground water recharge, the channel shall not be used for IWRB MAR.

2. CONVEYANCE FEES

- a. Payment for conveyance of the IWRB’s recharge right or other waters specifically identified for managed recharge purposes will be based on the reported flow and volume measurements submitted by the Contractor, and any adjustments based on measurements obtained by water district or IWRB staff.
- b. Conveyance fees will be evaluated every five years in line with the recharge season.
- c. Conveyance fees for conducting IWRB recharge will be established through an IWRB resolution at an IWRB board meeting. The current resolution can be found in Appendix D.

3. DISTRIBUTION OF IWRB RECHARGE WATER

- a. To the extent possible, the IWRB shall manage geographical distribution of recharge in accordance with the ESPA CAMP goals, which may include prioritizing areas with greater retention rates and diversifying the location of IWRB MAR.
- b. Distribution of available IWRB MAR water will be evaluated separately for the Upper Valley and the Lower Valley.
- c. Any water transferred to the IWRB will be recharged at locations determined by the IWRB.
- d. The IWRB shall not recharge storage water in a location that will reduce the rate of natural flow water available.

VIII. MONITORING AND EVALUATION STANDARDS & PROCEDURES

Comprehensive monitoring of IWRB recharge water quantity and quality is necessary to ensure compliance and to collect accurate data essential for assessing the impact of IWRB MAR on the aquifer. These standards outline the monitoring requirements for sites conducting IWRB MAR.

1. MONITORING OF IWRB RECHARGE WATER QUANTITY

- a. Entities contracted to deliver IWRB water for MAR shall establish a water quantity monitoring plan and have the plan approved by the IWRB MAR Program before diverting water for recharge. The plan must include but is not limited to measurement of flow at the diversion(s) into the system, return flow out of the system, and measurement into any off-canal recharge sites.
- b. The Contractor or designee shall measure daily flow rates of water delivered to the Contractor’s canal system, individual recharge sites, and any spilled water. Daily recharge flow rates shall be reported to a representative of the Program on a regular basis but no less than once weekly during recharge operations.
- c. Measurement of IWRB recharge water, including but not limited to the devices and methods used, must minimally meet IDWR Water Measurement Guidelines and Minimum Acceptable Standards and Requirements for Open Channel and Closed Conduit Measuring Devices. *See* IDWR, Water Measurement Guidelines (vers. 7.c June 2009); IDWR, Minimum Acceptable Standards and Requirements for Open Channel and Closed Conduit Measuring Devices (Mar. 2023).
- d. A conversion factor of 1.9835 acre-feet per day (af/d) per cubic feet per second (cfs) shall be used when computing accomplished recharge. Miner’s inches shall be defined as 50 inches equal to 1.0 cfs.

- e. In the event a recharge report is delinquent for one week, the IWRB reserves the right to reallocate the Contractor's flow allocation as stipulated in its notice to proceed. In the event a recharge report is delinquent for two consecutive weeks, the IWRB reserves the right to deduct 10% from the total conveyance payment.
- f. The appropriate water district shall make the final determination concerning the quantity of water diverted for recharge.

2. MONITORING OF IWRB RECHARGE WATER QUALITY

- a. Recharge infiltration basins developed or modified after January 1, 1985, must have and comply with an approved IDEQ ground water quality monitoring plan. *See* IDAPA 58.01.16.600; IDEQ, Guidance for Developing a Ground Water Quality Monitoring Program for Managed Recharge Projects by Land Application § 1, at 1 (2017).
- b. Annual water quality summary reports for IWRB recharge will be compiled and submitted to IDEQ and the MAR Program.
- c. Recharge well sites must comply with all UIC permit conditions and UIC Program requirements including water quality sampling and reporting. All required water quality reporting shall be submitted to both the UIC Program and the MAR Program.
- d. Water quality monitoring associated with the IWRB MAR Program, including sampling and reporting, required for compliance with an approved GWQMP or UIC permit, will be funded or conducted by the IWRB MAR Program.
- e. If IWRB recharge occurs concurrently with private recharge, the Program will organize and pay a proportionate share of monitoring costs associated with a monitoring plan.
- f. Any costs not associated with IWRB MAR as outlined above shall be the sole responsibility of the Contractor.

3. EVALUATION

- a. The IWRB, or designated representatives, reserve the right to inspect and verify all aspects of monitoring plans, diversion structures, off-canal recharge sites or review the work for compliance within the conveyance contract's scope of work during the terms of the contract.
- b. Inspections shall allow the IWRB representatives to:
 - Ensure all monitoring plan requirements are being met.
 - Verify the measurement devices and methodologies are sufficient.
 - Ensure the system used for MAR is acceptable under the Program's site metrics criteria.
 - Ensure the system used to conduct IWRB MAR is in accordance with all IWRB standards and procedures.

For more information on the Departments and Programs mentioned above, please visit their websites:

Idaho Department of Environmental Quality
Idaho Department of Water Resources
Idaho Water Resource Board
Underground Injection Control Program

<https://www.deq.idaho.gov/>
<https://idwr.idaho.gov/>
<https://idwr.idaho.gov/iwrbs/>
<https://idwr.idaho.gov/wells/injection-wells/>

REFERENCES

Idaho Department of Environmental Quality. (2017). *Guidance for Developing a Ground Water Quality Monitoring Program for Managed Recharge Projects by Land Application*. Retrieved from <https://www2.deq.idaho.gov/admin/LEIA/api/document/download/4853>

Idaho Department of Water Resources. (2009). *State of Idaho Department of Water Resources Water Measurement Guidelines*. Retrieved from <https://idwr.idaho.gov/wp-content/uploads/sites/2/water-measurement/IDWR-Water-Measurement-Reporting-Guidelines.pdf>

Idaho Department of Water Resources. (2023). *State of Idaho Department of Water Resources Minimum Acceptable Standards and Requirements for Open Channel and Closed Conduit Measuring Devices*. Retrieved from <https://idwr.idaho.gov/wp-content/uploads/sites/2/water-measurement/MinAcceptStandards-MeasDevices-2023Update.pdf>

Idaho Water Resource Board. (2009). *Eastern Snake Plain Aquifer (ESPA) Comprehensive Aquifer Management Plan*. Retrieved from <https://idwr.idaho.gov/wp-content/uploads/sites/2/iwr/2008/20080129-ESPA-CAMP.pdf>

Idaho Water Resource Board. (2012). *Idaho State Water Plan*. Retrieved from <https://idwr.idaho.gov/wp-content/uploads/sites/2/iwr/2012/2012-State-Water-Plan.pdf>

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF CLOUD SEEDING IN THE
STATE OF IDAHO

RESOLUTION TO APPROVE FUNDS FOR THE
HCRCD CLOUD SEEDING PROGRAM

1 WHEREAS, Idaho Code § 42-4301 recognizes that cloud seeding provides a unique and innovative
2 opportunity to support sustainable water supplies for the State of Idaho, and identifies the Idaho Water
3 Resource Board (IWRB) as the agency responsible for authorization of cloud seeding programs within the
4 State; and
5

6 WHEREAS, Idaho Code § 42-4301 further provides the IWRB the authority to expend state funds
7 for cloud seeding programs in basins where the IWRB finds that existing water supplies are not sufficient
8 to support existing water rights, water quality, recreation, or fish and wildlife uses dependent on those
9 water supplies; and
10

11 WHEREAS, the High Country Resource and Conservation Development (HCRCD) has continuously
12 operated a manual ground cloud seeding program in the Upper Snake River Basin since the 1990's and
13 operational cost have continued to rise over the years to the point where funding donation to the program
14 no longer cover full cost of the program; and
15

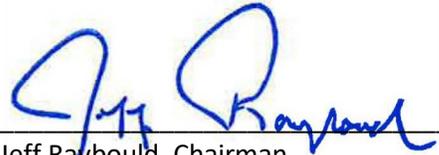
16 WHEREAS, the HCRCD's funding donations to the program are no longer enough to cover the full
17 cost of the program. The HCRCD is requesting funding support from the IWRB to support its 2024-2025
18 cloud seeding operations; and
19

20 WHEREAS, on May 24, 2024, the IWRB adopted the Secondary Aquifer Fund for Fiscal Year 2025
21 (Resolution 24-2024), which included projected cost for the Cloud Seeding Program including Operations
22 & Maintenance for the HCRCD Program (\$60,000).
23

24 NOW, THEREFORE BE IT RESOLVED that, the IWRB authorizes expenditures not to exceed \$60,000
25 from the Secondary Aquifer Planning, Management, and Implementation Fund for O&M costs to support
26 the HCRCD cloud seeding program for the 2024-2025 season.
27

28 BE IT FURTHER RESOLVED that the IWRB authorizes its chairman or designee, Brian Patton,
29 Executive Manager to the IWRB, to execute the necessary agreements or contracts.

DATED this 22nd day of November 2024.



Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST 

Dean Stevenson, Secretary

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF CLOUD SEEDING IN THE
STATE OF IDAHO

RESOLUTION TO APPROVE FUNDS FOR THE
COLLABORATIVE CLOUD SEEDING PROGRAM

1 WHEREAS, Idaho Code § 42-4301 recognizes that cloud seeding provides a unique and innovative
2 opportunity to support sustainable water supplies for the State of Idaho, and identifies the Idaho Water
3 Resource Board (IWRB) as the agency responsible for authorization of cloud seeding programs within the
4 State; and
5

6 WHEREAS, Idaho Code § 42-4301 further provides the IWRB the authority to expend state funds
7 for cloud seeding programs in basins where the IWRB finds that existing water supplies are not sufficient
8 to support existing water rights, water quality, recreation, or fish and wildlife uses dependent on those
9 water supplies; and
10

11 WHEREAS, the IWRB has participated in a collaborative cloud seeding program (Collaborative
12 Program) to augment the high-elevation snowpack and unregulated runoff with Idaho Power Company
13 (IPC) and water users in the Boise, Wood, and Upper Snake River Basins since 2014; and
14

15 WHEREAS, the IWRB's 2017 through 2023 Fiscal Year Budget Resolutions for the Secondary
16 Aquifer Stabilization and Secondary Aquifer Planning, Management, and Implementation Fund
17 (Secondary Fund) authorized expenditures for operation and maintenance (O&M) costs associated with
18 the Collaborative Program and further stated the IWRB's goal that both the State and water users
19 financially participate with IPC in the Collaborative Cloud Seeding Program; and
20

21 WHEREAS, the IWRB began contributing one-third of the Collaborative Program's operations and
22 maintenance (O&M) costs in 2017, with the expectation that IPC and water users were each responsible
23 for a third of program costs; and
24

25 WHEREAS, apart from the Wood River, water users have contributed less than one third of the annual
26 cloud seeding O&M costs per basin. IPC historically paid a larger portion of the Program expenses by covering
27 the remainder of the total annual cost for O&M; and
28

29 WHEREAS, since the 2020/2021 cloud seeding season, IPC has agreed to pay one third of the
30 Collaborative Program's O&M costs and the IWRB committed to contribute a greater portion while analysis and
31 discussions about an appropriate cost-share distribution among program beneficiaries were conducted; and
32

33 WHEREAS, to facilitate these discussions, the IWRB further agreed to temporarily offset costs to water
34 users, and to equalize the water user annual contributions across the three basins based on the lowest
35 contribution to program costs. For the 2020/2021, 2021/2022, and 2023/2024 seasons, the IWRB authorized
36 water user contributions of 17%, 15%, and 13% of the individual basin O&M costs respectively; and
37

38 WHEREAS, the IWRB has historically executed annual agreements with Idaho Power Company
39 (IPC) for operations of the Collaborative Program. Similar to the one-year Memorandum of Agreement
40 between the IWRB and IPC for the 2023/2024 cloud seeding season, IPC will pay one third of the total
41 O&M program costs for the upcoming 2024/2025 season and the IWRB is responsible of the remaining

42 two-thirds, which includes collection of contributions from water users; and

43
44 WHEREAS, on May 24, 2024, the IWRB a adopted the Secondary Fund Fiscal Year 2025 Budget
45 (Resolution 24-2024), which authorized expenditures for Collaborative Program’s O&M costs. However,
46 IPC provided revised program cost estimates in July 2024 which increased the IWRB’s required
47 contribution to a total of approximately \$2.42 million, approximately two-thirds of the total cost; and

48
49 WHEREAS, the IWRB encourages funding contributions from water users in Boise, Wood River,
50 and Upper Snake River basins as part of the Collaborative Program. Based on historic funding
51 contributions from the water users, the lowest percentage of individual basin contributions to 2024/2025
52 program costs will result in a 12% water user contribution. Based on current cost estimates, this results in
53 a total water user contribution of \$435,800.

54
55 NOW, THEREFORE BE IT RESOLVED that the IWRB agrees to commit additional one-time funding
56 to help offset anticipated O&M funding shortages from the water users in each basin and to equalize the
57 percentages being paid by the water users for the 2024/2025 season.

58
59 NOW, THEREFORE BE IT RESOLVED that, the IWRB authorizes expenditure not to exceed \$2.42
60 million from the Secondary Fund for the 2024/2025 cloud seeding season, with the expectation that water
61 user contributions in the amount of \$435,800 will offset the total expenditures as outlined in the table
62 below:

	IPC	IWRB	Water Users	Total
River Basin	33%	55%	12%	100%
<i>Upper Snake</i>	\$ 606,060	\$ 995,540	\$ 218,400	\$ 1,820,000
<i>Boise</i>	\$ 344,655	\$ 565,345	\$ 125,000	\$ 1,035,000
<i>Wood</i>	\$ 256,410	\$ 421,190	\$ 92,400	\$ 770,000
	\$ 1,207,125	\$ 1,982,075	\$ 435,800	\$ 3,625,000

64
65
66 BE IT FURTHER RESOLVED that the IWRB authorizes its chairman or designee, to execute the
67 necessary agreements or contracts for the purpose of this resolution.

DATED this 22nd day of November 2024.



Jeff Raybould, Chairman
Idaho Water Resource Board

ATTEST 

Dean Stevenson, Secretary