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*Attorneys for Plaintiff City of Pocatello*

**IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT  
OF THE OF THE STATE OF IDAHO,  
IN AND FOR THE COUNTY OF BANNOCK**

CITY OF POCATELLO,

Plaintiff,

vs.

IDAHO WATER RESOURCES BOARD,  
IDAHO DEPARTMENT OF WATER  
RESOURCES, GARY SPACKMAN, in his  
capacity as Director of the Idaho Department of  
Water Resources, and TONY OLENICHAK, in  
his capacity as Water District 01 Watermaster,

Defendants.

Case No. CV03-23-00876

**AMENDED COMPLAINT<sup>1</sup> FOR  
DECLARATORY RELIEF TO  
FIND THE WD01 RENTAL POOL  
PROCEDURES VOID, TO FIND  
RULE 7.3 UNCONSTITUTIONAL,  
AND FOR DAMAGES FROM THE  
UNCONSTITUTIONAL TAKING  
OF PROPERTY**

Fee Category: Exempt  
Idaho Code § 67-2301

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<sup>1</sup> In addition to the substantive amendments identified herein by **bold underlined** text, the Amended Complaint incorporates the errata identified in the filing on April 20, 2023 which are identified in **bold underlined italics**. A clean version of the Amended Complaint is attached hereto as Attachment A for the Court's convenience.

COMES NOW the City of Pocatello to seek a declaratory ruling against the Idaho Water Resources Board and the Idaho Department of Water Resources that the adoption of Water District 01 Rental Pool Procedures, and the application of Rule 7.3 is an *ultra vires* act; that the adoption of the Rental Pool Procedures violates the Idaho Administrative Procedure Act; that Water District 01 Rental Pool Procedures Rule 7.3 is facially unconstitutional; and for damages associated with the taking of Pocatello's property right contrary to Article I, section 14 of the Idaho Constitution.

### **PARTIES**

1. Plaintiff City of Pocatello ("Pocatello") is a municipality incorporated in the State of Idaho, administered pursuant to Idaho Code § 50-101 *et seq.*, and located within Bannock County.
2. Defendant Idaho Water Resources Board ("IWRB") is the "State Water Resource Agency" authorized by the Idaho Constitution. Idaho Const. art. XV § 7; Idaho Code § 42-1732.
3. Defendant Idaho Department of Water Resources ("IDWR") is an executive department of the government of the State of Idaho. Idaho Code § 42-1701(1).
4. Defendant Gary Spackman is the Director of IDWR ("Director"), who is obligated to "distribute water in water districts in accordance with the prior appropriation doctrine." Idaho Code § 42-602.
5. Defendant Tony Olenichak is the Watermaster of Water District 01 ("WD01"), who is appointed annually by the Director and carries out the Director's delegated water distribution duties in WD01. Idaho Code § 42-605(3).

## JURISDICTION AND VENUE

6. **Jurisdiction is proper in this Court pursuant to Idaho Code §§ 7-401 et seq. (writ of prohibition) and 10-1201 (declaratory judgment), Idaho Rule of Civil Procedure 65 (injunctive relief), and Idaho Constitution, Art. V, § 20 (authorizing district courts to hear cases both in equity and at law).**
7. The Court has jurisdiction to declare the WD01 Rental Pool Procedures (“Procedures”) generally, and Rule 7.3 specifically, void because:
  - a. IWRB lacks authority to delegate the rulemaking authority granted to it by Idaho Code § 42-~~1762~~, so its act of delegating such authority to the Committee of Nine is *ultra vires*;
  - b. IDWR lacks authority to deprive right-holders of water to which they are entitled, so the Watermaster’s act of applying Rule 7.3 against WD01 spaceholders is *ultra vires*;
  - c. IWRB’s adoption of the Procedures violates the requirements of Idaho Code §§ 67-5220 through -5222 and due process guarantees of the Idaho Constitution.
8. The Court has jurisdiction to hear Pocatello’s challenge to the facial constitutionality of Rule 7.3 under Idaho Code § 67-5278.
9. The Court has jurisdiction to hear Pocatello’s takings claims under Idaho Constitution, Article XV, section 3, and Article 1, section 14.
10. **The original complaint was filed in Bannock County District Court. Venue was proper in that court** because Rule 7.3 impairs Pocatello’s storage water right and Pocatello resides in Bannock County. Idaho Code § 67-5272(1)(c).

**11. However, on April 24, 2023, Pocatello and the Defendants filed a joint motion to change venue to Twin Falls County District Court (“SRBA Court”) because this case involves, *inter alia*, requests for declaratory relief related to IDWR decisions. The Bannock County District Court granted the change of venue on May 1, 2023.**

**ALLEGATIONS COMMON TO ALL COUNTS**

~~11.12.~~ On June 9, 1959, Pocatello entered into Contract No. 14-06-100-1825 (“Contract”) with the United States Bureau of Reclamation (“Reclamation”) to obtain the right to store 50,000 acre-feet (“af”) of storage within Reclamation’s 940,000 acre-feet storage right in Palisades Reservoir. The Regional Director for Reclamation executed the contract on January 8, 1960. The Contract is attached as Exhibit 1.

~~12.13.~~ Under paragraph 15(a) of the Contract, Pocatello is authorized to rent its water:

The City may rent stored water which has accrued to its credit in any reservoir of the system, but such rentals shall be for only one year at a time and at rates to be approved in advance by the Secretary and the Advisory Committee.

~~13.14.~~ On **February 12, 2020**, as part of the Snake River Basin Adjudication, the District Court in the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, entered a **Second Amended** Partial Decree for Water Right 01-02068 (“Decree”), adjudicating to Reclamation 940,400 acre-feet of storage in Palisades Reservoir with a priority date of July 28, 1939. The Decree is attached as Exhibit 2.

~~14.15.~~ **The Decree, which adjudicated 940,400 acre-feet of storage water, including Pocatello’s Contract amount, provides, *inter alia*:**

**The name of the United States of America acting through the Bureau of Reclamation appears in the Name and Address section of this**

**partial decree. However, as a matter of Idaho Constitutional and Statutory Law, title to the use is held by the consumers or users of the water.**

**Exhibit 2 at p. 2. Pocatello, as a “consumer or user,” holds title to the volume of water that is stored under its Contract.**

~~15.16.~~ By virtue of its Contract, Pocatello is **identified** as a “spaceholder” in Palisades Reservoir. *See, e.g.,* 2021 WD01 Snake River Storage Report, PDF page 37 (Exhibit 3).

~~16.17.~~ **By virtue of the Second Amended Partial Decree, the WD01 Watermaster has a non-discretionary duty to distribute water stored in Palisades Reservoir under Reclamation’s 1939 storage right to the “consumers or users” thereof, including “spaceholders” such as Pocatello. See Exhibit 2 at p. 2.**

~~17.18.~~ Pocatello’s Contract volume adjudicated by the 01-02068 Decree is a “property right[] entitled to legal protection.” *Am. Falls Reservoir Dist. No. 2 v. Idaho Dep’t of Water Res.*, 143 Idaho 862, 879 (2007) (hereinafter *AFRD No. 2*).

~~18.19.~~ Palisades Reservoir is located in WD01, an administrative unit created by IDWR under Idaho Code § 42-604.

~~19.20.~~ Administration and regulation of storage water within WD01 must be consistent with the doctrine of prior appropriation as provided by Idaho Constitution, Article XV, § 3:

The right to divert and appropriate the unappropriated waters of any natural stream to beneficial uses, shall never be denied, except that the state may regulate and limit the use thereof for power purposes. *Priority of appropriation shall give the better right as between those using the water*; but when the waters of any natural stream are not sufficient for the service of all those desiring the use of the same, those using the water for domestic purposes shall (subject to such limitations as may be prescribed by law) have the preference over those claiming for any other purpose; and those using the water for agricultural purposes shall have preference over those using the same for manufacturing purposes. And in any

organized mining district those using the water for mining purposes or milling purposes connected with mining, shall have preference over those using the same for manufacturing or agricultural purposes. *But the usage by such subsequent appropriators shall be subject to such provisions of law regulating the taking of private property for public and private use, as referred to in section 14 of article I of this Constitution.*

(Emphasis added.)

~~20.21.~~ WD01 Watermaster Tony Olenichak’s authority to administer to spaceholders the water stored in Palisades Reservoir is provided for in Idaho Code § 42-602.

~~21.22.~~ Under Idaho Code § 42-605, WD01 water users may convene an “advisory committee” to “serve as advisors to the director and watermaster in matters pertaining to the distribution of water within the [water] district”.

~~22.23.~~ Since the early part of the twentieth century, WD01 has had a de facto “advisory committee” known as the Committee of Nine.<sup>2</sup>

~~23.24.~~ A WD01 “rental pool” to facilitate the rental of storage water in WD01, including Palisades Reservoir water, has operated since the 1930s with the involvement of the Committee of Nine.

~~24.25.~~ In 1979, the **Idaho State Legislature** authorized **IWRB** to manage “water banking”<sup>3</sup> across the state (Idaho Code § 42-1761), to adopt rules and regulations to facilitate leasing of water rights (Idaho Code § 42-1762), **and** to appoint “local committees” to

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<sup>2</sup> “The initial establishment of the Committee of Nine in the spring of 1919 grew out of the need to provide organizational continuity to the complex task of distributing storage and natural flow water rights over the great distance encompassed by the district and to provide for the systematic collection of hydrographic information on the river.” Op. Idaho Att’y Gen. No. 91-7 at 13 n.12 (1991) (citing *1919 Annual Report for Water District No. 36*).

<sup>3</sup> “Water banking” can be further broken down as follows: leasing of direct flow water rights is handled by the “water supply bank”; leases of storage rights are handled by “rental pools.”

facilitate the rental of stored water (Idaho Code § 42-1765). See 1979 Idaho Session Laws ch. 193.

25.26. **In 1992, The Idaho State Legislature amended Idaho Code § 42-1765 to clarify that “advisory committees” under Idaho Code § 42-605(6), including the Committee of Nine, may serve as the “local committees.” See 1992 Idaho Session Laws ch. 339.**

26.27. Since 1992, the IWRB has regularly appointed the Committee of Nine as the “local committee” in WD01 for purposes of Idaho Code 42-1765.

27.28. The Committee of Nine annually promulgates Rental Pool Procedures (“Procedures”). The 2023 version of the Procedures is attached as Exhibit 4.

28.29. The Procedures direct the Watermaster in his administration of storage rights in WD01.

29.30. For at least the last 15 years, Pocatello has leased its storage water to other water users for mitigation purposes, i.e., to “mitigate” for junior groundwater pumping impacts on senior water users.

30.31. Pocatello’s leases are “private leases” under Procedure 6.

31.32. While Idaho Code § 42-1765 authorizes IWRB to appoint the Committee of Nine as a “local committee,” the statute does not authorize local committees to promulgate or adopt rules.

32.33. Since at least 2005, the Procedures have included a rule known as the “Last to Fill Rule,” currently enacted as Rule 7.3 (hereinafter “Last to Fill Rule” or “Rule 7.3”).

33.34. The formal name of the Last to Fill Rule in the 2023 Procedures is “Impacts to Spaceholders Resulting From all common pool, private leases, assignments, supplemental pool, and extraordinary circumstances pool rentals.”

~~34.~~35. Rule 7.3 is known as the Last to Fill Rule because, during years in which the WD01 reservoir system does not fill, or when water does not spill past Milner Dam, the Watermaster administers storage rights that leased water during the prior year pursuant to “last to fill” principles rather than prior appropriation principles.

~~35.~~36. Application of the Last to Fill Rule causes storage rights, or some portion thereof, whose holders lawfully leased water in the prior year to be unlawfully subordinated to the storage rights of others who did *not* lease water in the prior year, thereby rendering the priority date of the lessor’s storage right meaningless.

~~36.~~37. During the years of 2008, 2016, and 2021, the Watermaster’s application of the Last to Fill Rule resulted in Pocatello’s storage account being under-allocated water. In other words, the Watermaster deprived Pocatello of water that would have been distributed to Pocatello’s storage account if the reservoir system was administered in priority, and instead gave that water to other spaceholders.

## REQUEST FOR DECLARATORY RELIEF

### **COUNT 1: IWRB’S ADOPTION OF THE PROCEDURES, AND IDWR’S APPLICATION OF RULE 7.3, ARE *ULTRA VIRES* ACTS AND THUS VOID THE PROCEDURES AND RULE**

~~37.~~38. Pocatello re-alleges and incorporates the preceding paragraphs by reference as though set forth fully.

~~38.~~39. The Procedures generally, and Rule 7.3 specifically, are “rules” under Idaho Code § 67-5201(21) because they reflect an “agency statement of general applicability that . . . implements/prescribes law or policy.”



~~39.40.~~ Under Idaho Code § 42-1765, IWRB is authorized to adopt rules and regulations to facilitate rentals of storage water.

~~40.41.~~ As the “local committee” of WD01, the Committee of Nine is authorized to “market stored water between consenting owners and consenting renters under *rules* and regulations *adopted by the board.*” Idaho Code § 42-1765 (emphasis added).

~~41.42.~~ As such, the Idaho legislature has not authorized IWRB to delegate the rulemaking authority described in Idaho Code § 42-1765 to the Committee of Nine. *See City of Sandpoint v. Indep. Highway Dist.*, 161 Idaho 121, 125 (2016) (“An administrative agency is limited to the power and authority granted it by the legislature. Such delegated authority is primary and exclusive in the absence of a clearly manifested expression to the contrary. An agency must exercise any authority granted by statute within the framework of that statutory grant”).

~~42.43.~~ Nonetheless, IWRB has adopted a Water Supply Bank Rule, IDAPA 37.02.03.040, as the means by which it delegates to the Committee of Nine the task of promulgating the Procedures.

~~43.44.~~ The Committee of Nine is not statutorily authorized to adopt rules that govern the administration of storage rights, yet the Procedures generally, and Rule 7.3 specifically, direct the Watermaster’s distribution of storage water in WD01.

~~44.45.~~ The Committee of Nine adopts the Procedures promulgated by the Rental Pool Sub-Committee of the Committee of Nine each year. *See* IWRB Resolution 11-2022 (Exhibit 5). The Committee of Nine presents the Procedures to water users for approval at the WD01 Annual Meeting that takes place each March. *See* Idaho Code § 42-605(1).

~~45.46.~~ The Committee of Nine then submits the Procedures to the Director for review, pursuant to another IWRB Water Supply Bank Rule, IDAPA 37.02.03.040.03.

~~46.47.~~ The Director makes a recommendation to IWRB about whether to “approve” or reject the Procedures. See Exhibit 5.

~~47.48.~~ On information and belief, the Director has never recommended that IWRB reject the Procedures.

~~48.49.~~ On information and belief, the IWRB has never declined to follow the Director’s recommendation regarding the Procedures.

~~49.50.~~ IWRB’s reliance on the Water Supply Bank Rules to delegate its rulemaking authority, statutorily authorized by the legislature, does not cure the Committee of Nine’s lack of statutory authority to promulgate rules.

~~50.51.~~ Therefore, IWRB’s delegation of rulemaking authority to the Committee of Nine is contrary to, or in excess of, the IWRB’s statutory authority and thus *ultra vires*. Accordingly, IWRB’s adoption of the Procedures is unlawful so the Procedures are *void ab initio*.

~~51.52.~~ Additionally, because IDWR has allowed the Procedures to govern the Watermaster’s administration of storage rights in WD01, the application of Rule 7.3 causes IDWR to deprive spaceholders of water to which they are entitled and instead give that water to other spaceholders. IDWR lacks the authority to do this. See *Nielson v. Parker*, 19 Idaho 727, 732 (1911) (“The [Director] has no authority to deprive a prior appropriator of water from any streams in this state and give it to any other person”).

53. Therefore, Rule 7.3 causes the Watermaster to act in a manner that is contrary to, or in excess of, IDWR's statutory authority under Idaho Code § 42-602, and is thus *ultra vires*. Accordingly, application of Rule 7.3 is unlawful, so the Rule is void.

**COUNT 2: IWRB'S ADOPTION OF THE PROCEDURES VIOLATE THE IDAHO ADMINISTRATIVE PROCEDURES ACT AND CONSTITUTIONAL PRINCIPLES OF DUE PROCESS, AND THUS VOID THE PROCEDURES**

52.54. Pocatello re-alleges and incorporates the preceding paragraphs by reference as though set forth fully.

53-55. The promulgation of the Procedures does not comply with the procedural requirements associated with rulemaking under the Idaho Administrative Procedures Act, Idaho Code §§ 67-5220 through -5222, or with principles of constitutional due process that entitle property owners to an opportunity to a hearing before the State deprives them of a significant property right.

- a. At some point late in the year, the "Rental Pool Sub-Committee," made up of members of the Committee of Nine, convenes.
- b. On information and belief, Rental Pool Sub-Committee members and other Committee of Nine members (and possibly others, including Watermaster Olenichak) are involved in drafting the Procedures prior to the first meeting of the Rental Pool Sub-Committee.
- c. The Rental Pool Sub-Committee meetings are not publicly noticed consistent with Idaho Code §§ 67-5220 through -5222.
- d. Draft Procedures are not made always available for the public to review in advance of the Rental Pool Sub-Committee meetings.

- e. Public notice of the outcome of Rental Pool Sub-Committee meetings is not always provided.
- f. After an indeterminate number of meetings, the Rental Pool Sub-Committee submits a proposed version of the Procedures to the full Committee of Nine at a Committee of Nine meeting. The Committee of Nine adopts the Procedures at said meeting.
- g. The Committee of Nine presents the adopted Procedures to water users at the WD01 Annual Meeting. Among the “resolutions” annually voted on at the WD01 Annual Meeting is a “resolution” related to the Procedures. Once adopted, the Resolution directs that the Procedures be presented to IWRB for “approval.” *See* 2023 WD01 Resolutions, Resolution 21 (Exhibit 6).

54:56. Even if Idaho Code § 42-~~1762~~ authorizes IWRB to delegate rulemaking authority to the Committee of Nine, there is no statutory basis for IWRB, or its delegates, to avoid the procedural requirements of Idaho Code §§ 67-5220 through -5222 when making rules.

57. IWRB’s improper making of the Procedures violates the Idaho Administrative Procedures Act and constitutional principles of due process, so the Procedures are *void ab initio* and their application as the basis for administration in WD01 is unlawful. *See* Idaho Code § 67-5231.

**COUNT 3: RULE 7.3 IS CONTRARY TO THE DOCTRINE OF PRIOR  
APPROPRIATION AND IS THUS UNCONSTITUTIONAL**

55.58. Pocatello re-alleges and incorporates the preceding paragraphs by reference as though set forth fully.

56.59. In the 2023 Procedures, Rule 7.3 provides:

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:

...

(b) Assigned rental under Procedure 10.0, extraordinary circumstances rental under Procedure 11.0, *private leases above Milner under Procedure 6.0*, 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.*

Rule 7.3, 2023 Procedures (emphasis added).

57.60. When applying Rule 7.3, the Watermaster fills *all* empty reservoir space that *was not* evacuated to facilitate a lease in the prior year, regardless of decreed priority, ahead of the empty reservoir space that *was* evacuated in the prior year to facilitate a lease.

58.61. On information and belief, Rule 7.3 purports to prevent "impacts" to *non-leasing* WD01 spaceholders when *leasing* spaceholders evacuate water from storage because leases effect a temporary transfer of water rights, changing either the place of use or type of use

or both, without the safeguards applied under the formal transfer process required by Idaho Code § 42-222.

~~59-62.~~ Even if this purpose is proper, Rule 7.3 is an unlawful means of accomplishing this purpose because it defies the prior appropriation doctrine.

~~60-63.~~ On information and belief, the WD01 Watermaster has always applied the Last to Fill Rule regardless of whether Pocatello's leases of storage water result in *actual* impacts to other spaceholders.

~~61-64.~~ On information and belief, neither the Watermaster nor any other IDWR personnel conduct any analysis to determine whether Pocatello's leases of storage water impact other spaceholders.

~~62-65.~~ On information and belief, even if such an analysis is made, it is not disclosed to spaceholders, and no opportunity is provided for a hearing on the validity of the analysis.

~~63-66.~~ The Watermaster's application of Rule 7.3 results in the distribution of water without regard to a decreed priority date. Practically, this means spaceholders that did *not* lease water in the prior year receive water to which they are *not* legally entitled, while spaceholders that *did* lease water in the prior year are deprived of storage water to which they *are* legally entitled.

~~64-67.~~ Even if IWRB's delegation of rulemaking authority to the Committee of Nine is consistent with Idaho Code § 42-1765, and even if IWRB's adoption of the Procedures outside of the procedural requirements found in the Idaho Administrative Procedures Act and contrary to constitutional due process principles is lawful, IWRB lacks authority to

adopt Rule 7.3, and IDWR lacks authority to apply it, because it defies the doctrine of prior appropriation, the controlling law in the State of Idaho.

68. Because Rule 7.3 requires IDWR to distribute water in a manner that patently defies Article XV, section 3 of the Idaho Constitution, the Rule is facially unconstitutional because “no set of circumstances exists under which the [Last to Fill Rule] would be valid.” *AFRD No. 2*, 143 Idaho at 870.

### **UNCONSTITUTIONAL TAKING OF PRIVATE PROPERTY**

#### **COUNT 1: IDWR’S APPLICATION OF RULE 7.3 HAS RESULTED IN UNCONSTITUTIONAL TAKINGS OF POCATELLO’S STORAGE RIGHT**

65-69. Pocatello re-alleges and incorporates the preceding paragraphs by reference as though set forth fully.

66-70. Article I, section 14 of the Idaho Constitution provides in relevant part:

Private property may be taken for public use, but not until a just compensation, to be ascertained in the manner prescribed by law, shall be paid therefor.

67-71. Application of Rule 7.3 unlawfully subordinates the storage right, or some portion thereof, of spaceholders who lawfully leased water in the prior year to the storage right of non-leasing spaceholders, even if the former’s storage right is senior to that of the latter. This is a direct violation of Article XV, section 3, of the Idaho Constitution.

68-72. The years in which the Watermaster applied Rule 7.3 when administering storage rights in Palisades Reservoir storage water are demonstrated by Exhibit 7, Watermaster Olenichak’s compilation of the years in which the WD01 reservoir system did not fill or water did not spill past Milner Dam. Exhibit 8 reflects the years in which Rule 7.3

impaired Pocatello's storage right and the quantities of water of which Pocatello was deprived in those years.

~~69.73.~~ The Watermaster's application of Rule 7.3 has resulted in physical takings, contrary to Idaho Constitution, Article XV, section 3, because IDWR, through the Watermaster, has effectively occupied and/or appropriated Pocatello's storage space, or a portion thereof, for the purpose of giving that water to other spaceholders.

~~70.74.~~ In the alternative, the application of Rule 7.3 is a regulatory taking against Pocatello's storage right.

~~71.75.~~ Pocatello suffered an economic diminution of its storage right because it was unable to lease or otherwise use the water of which it was deprived through the application of Rule 7.3.

~~72.76.~~ IDWR's failures to distribute water to Pocatello's storage account to which Pocatello was entitled under the prior appropriation doctrine, because IDWR impaired its storage right based on the quantities of prior year leases, were takings without just compensation.

~~77.~~ The result is an unconstitutional taking of Pocatello's property right.

## **COUNT 2: DAMAGES**

~~73.78.~~ Pocatello re-alleges and incorporates the preceding paragraphs by reference as though set forth fully.

~~74.79.~~ Pocatello has suffered money damages associated with IDWR's unconstitutional takings of its storage right in an amount which will be proven at trial, which in any event is in excess of \$50,000.



## REQUEST FOR ATTORNEYS FEES AND COSTS

75:80. The Defendants' actions are without reasonable basis in law or fact.

81. Pocatello has retained counsel to prosecute this action on their behalf and requests that the Court award it reasonable attorneys fees and costs pursuant to Idaho Code §§ 12-117, 12-120, 12-121 and 12-123 or other applicable law.

## PRAYER FOR RELIEF

WHEREFORE, Pocatello requests the following relief:

- A. For a declaration that the Procedures are void because IWRB's delegation of rulemaking authority to the Committee of Nine is *ultra vires*.
- B. For a declaration that Rule 7.3 is void because IDWR's application thereof (allocating water to which lessors are entitled to other spaceholders) is *ultra vires*.
- C. For a declaration that the Procedures are void because IWRB's adoption of the Procedures violates the rulemaking requirements in Idaho Code §§ 67-5220 through - 5222 and constitutional principles of due process.
- D. For a declaration that Rule 7.3 is facially unconstitutional because *any* application thereof results in the distribution of water in a manner that defies the Idaho Constitution.
- E. For an injunction, enjoining Gary Spackman and Tony Olenichak from applying the Procedures generally, and Rule 7.3 specifically, when distributing water in WD01.
- F. To find that IDWR's application of Rule 7.3 has effected takings of Pocatello's storage right without just compensation.
- G. For a monetary judgment consisting of damages associated with the unconstitutional taking of Pocatello's storage right due to the application of Rule 7.3.

- H. For attorneys fees and costs pursuant to Idaho Code §§ 12-117, 12-120, 12-121, 12-123, and other applicable authority.
- I. For such additional relief as the Court deems just and proper under the circumstances.

Dated this 2nd day of May, 2023.

CITY OF POCATELLO



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Richard A. Diehl, Jr., ISB No. 4969  
Deputy City Attorney

SOMACH SIMMONS & DUNN, P.C.



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Sarah A. Klahn, ISB No. 7928

*Attorneys for Plaintiff City of Pocatello*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 2nd day of May, 2023, I caused to be served a true and correct copy of the foregoing *AMENDED COMPLAINT FOR DECLARATORY RELIEF TO FIND THE WD01 RENTAL POOL PROCEDURES VOID, TO FIND RULE 7.3 UNCONSTITUTIONAL, AND FOR DAMAGES FROM THE UNCONSTITUTIONAL TAKING OF PROPERTY* via iCourt E-File and Serve, upon the following:

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Ann N. Yribar  
Deputy Attorneys General  
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Idaho Water Resource Board  
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*Attorneys for Plaintiff City of Pocatello*

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District 01 Rental Pool Procedures, and the application of Rule 7.3 is an *ultra vires* act; that the adoption of the Rental Pool Procedures violates the Idaho Administrative Procedure Act; that Water District 01 Rental Pool Procedures Rule 7.3 is facially unconstitutional; and for damages associated with the taking of Pocatello's property right contrary to Article I, section 14 of the Idaho Constitution.

### **PARTIES**

1. Plaintiff City of Pocatello ("Pocatello") is a municipality incorporated in the State of Idaho, administered pursuant to Idaho Code § 50-101 *et seq.*, and located within Bannock County.
2. Defendant Idaho Water Resources Board ("IWRB") is the "State Water Resource Agency" authorized by the Idaho Constitution. Idaho Const. art. XV § 7; Idaho Code § 42-1732.
3. Defendant Idaho Department of Water Resources ("IDWR") is an executive department of the government of the State of Idaho. Idaho Code § 42-1701(1).
4. Defendant Gary Spackman is the Director of IDWR ("Director"), who is obligated to "distribute water in water districts in accordance with the prior appropriation doctrine." Idaho Code § 42-602.
5. Defendant Tony Olenichak is the Watermaster of Water District 01 ("WD01"), who is appointed annually by the Director and carries out the Director's delegated water distribution duties in WD01. Idaho Code § 42-605(3).

## JURISDICTION AND VENUE

6. Jurisdiction is proper in this Court pursuant to Idaho Code §§ 7-401 et seq. (writ of prohibition) and 10-1201 (declaratory judgment), Idaho Rule of Civil Procedure 65 (injunctive relief), and Idaho Constitution, Art. V, § 20 (authorizing district courts to hear cases both in equity and at law).
7. The Court has jurisdiction to declare the WD01 Rental Pool Procedures (“Procedures”) generally, and Rule 7.3 specifically, void because:
  - a. IWRB lacks authority to delegate the rulemaking authority granted to it by Idaho Code § 42-1762, so its act of delegating such authority to the Committee of Nine is *ultra vires*;
  - b. IDWR lacks authority to deprive right-holders of water to which they are entitled, so the Watermaster’s act of applying Rule 7.3 against WD01 spaceholders is *ultra vires*;
  - c. IWRB’s adoption of the Procedures violates the requirements of Idaho Code §§ 67-5220 through -5222 and due process guarantees of the Idaho Constitution.
8. The Court has jurisdiction to hear Pocatello’s challenge to the facial constitutionality of Rule 7.3 under Idaho Code § 67-5278.
9. The Court has jurisdiction to hear Pocatello’s takings claims under Idaho Constitution, Article XV, section 3, and Article 1, section 14.
10. The original complaint was filed in Bannock County District Court. Venue was proper in that court because Rule 7.3 impairs Pocatello’s storage water right and Pocatello resides in Bannock County. Idaho Code § 67-5272(1)(c).

11. However, on April 24, 2023, Pocatello and the Defendants filed a joint motion to change venue to Twin Falls County District Court (“SRBA Court”) because this case involves, *inter alia*, requests for declaratory relief related to IDWR decisions. The Bannock County District Court granted the change of venue on May 1, 2023.

### **ALLEGATIONS COMMON TO ALL COUNTS**

12. On June 9, 1959, Pocatello entered into Contract No. 14-06-100-1825 (“Contract”) with the United States Bureau of Reclamation (“Reclamation”) to obtain the right to store 50,000 acre-feet (“af”) of storage within Reclamation’s 940,000 acre-feet storage right in Palisades Reservoir. The Regional Director for Reclamation executed the contract on January 8, 1960. The Contract is attached as Exhibit 1.
13. Under paragraph 15(a) of the Contract, Pocatello is authorized to rent its water:

The City may rent stored water which has accrued to its credit in any reservoir of the system, but such rentals shall be for only one year at a time and at rates to be approved in advance by the Secretary and the Advisory Committee.
14. On February 12, 2020, as part of the Snake River Basin Adjudication, the District Court in the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, entered a Second Amended Partial Decree for Water Right 01-02068 (“Decree”), adjudicating to Reclamation 940,400 acre-feet of storage in Palisades Reservoir with a priority date of July 28, 1939. The Decree is attached as Exhibit 2.
15. The Decree, which adjudicated 940,400 acre-feet of storage water, including Pocatello’s Contract amount, provides, *inter alia*:

The name of the United States of America acting through the Bureau of Reclamation appears in the Name and Address section of this partial

decree. However, as a matter of Idaho Constitutional and Statutory Law, title to the use is held by the consumers or users of the water.

Exhibit 2 at p. 2. Pocatello, as a “consumer or user,” holds title to the volume of water that is stored under its Contract.

16. By virtue of its Contract, Pocatello is identified as a “spaceholder” in Palisades Reservoir. *See, e.g.,* 2021 WD01 Snake River Storage Report, PDF page 37 (Exhibit 3).
17. By virtue of the Second Amended Partial Decree, the WD01 Watermaster has a non-discretionary duty to distribute water stored in Palisades Reservoir under Reclamation’s 1939 storage right to the “consumers or users” thereof, including “spaceholders” such as Pocatello. *See* Exhibit 2 at p. 2.
18. Pocatello’s Contract volume adjudicated by the 01-02068 Decree is a “property right[] entitled to legal protection.” *Am. Falls Reservoir Dist. No. 2 v. Idaho Dep’t of Water Res.*, 143 Idaho 862, 879 (2007) (hereinafter *AFRD No. 2*).
19. Palisades Reservoir is located in WD01, an administrative unit created by IDWR under Idaho Code § 42-604.
20. Administration and regulation of storage water within WD01 must be consistent with the doctrine of prior appropriation as provided by Idaho Constitution, Article XV, § 3:

The right to divert and appropriate the unappropriated waters of any natural stream to beneficial uses, shall never be denied, except that the state may regulate and limit the use thereof for power purposes. *Priority of appropriation shall give the better right as between those using the water*; but when the waters of any natural stream are not sufficient for the service of all those desiring the use of the same, those using the water for domestic purposes shall (subject to such limitations as may be prescribed by law) have the preference over those claiming for any other purpose; and those using the water for agricultural purposes shall have preference over those using the same for manufacturing purposes. And in any organized mining district those using the water for mining purposes or



milling purposes connected with mining, shall have preference over those using the same for manufacturing or agricultural purposes. *But the usage by such subsequent appropriators shall be subject to such provisions of law regulating the taking of private property for public and private use, as referred to in section 14 of article I of this Constitution.*

(Emphasis added.)

21. WD01 Watermaster Tony Olenichak’s authority to administer to spaceholders the water stored in Palisades Reservoir is provided for in Idaho Code § 42-602.
22. Under Idaho Code § 42-605, WD01 water users may convene an “advisory committee” to “serve as advisors to the director and watermaster in matters pertaining to the distribution of water within the [water] district”.
23. Since the early part of the twentieth century, WD01 has had a de facto “advisory committee” known as the Committee of Nine.<sup>1</sup>
24. A WD01 “rental pool” to facilitate the rental of storage water in WD01, including Palisades Reservoir water, has operated since the 1930s with the involvement of the Committee of Nine.
25. In 1979, the Idaho State Legislature authorized IWRB to manage “water banking”<sup>2</sup> across the state (Idaho Code § 42-1761), to adopt rules and regulations to facilitate leasing of water rights (Idaho Code § 42-1762), and to appoint “local committees” to facilitate the rental of stored water (Idaho Code § 42-1765). *See* 1979 Idaho Session Laws ch. 193.

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<sup>1</sup> “The initial establishment of the Committee of Nine in the spring of 1919 grew out of the need to provide organizational continuity to the complex task of distributing storage and natural flow water rights over the great distance encompassed by the district and to provide for the systematic collection of hydrographic information on the river.” *Op. Idaho Att’y Gen. No. 91-7 at 13 n.12 (1991) (citing 1919 Annual Report for Water District No. 36).*

<sup>2</sup> “Water banking” can be further broken down as follows: leasing of direct flow water rights is handled by the “water supply bank”; leases of storage rights are handled by “rental pools.”

26. In 1992, The Idaho State Legislature amended Idaho Code § 42-1765 to clarify that “advisory committees” under Idaho Code § 42-605(6), including the Committee of Nine, may serve as the “local committees.” *See* 1992 Idaho Session Laws ch. 339.
27. Since 1992, the IWRB has regularly appointed the Committee of Nine as the “local committee” in WD01 for purposes of Idaho Code 42-1765.
28. The Committee of Nine annually promulgates Rental Pool Procedures (“Procedures”). The 2023 version of the Procedures **is** attached as Exhibit 4.
29. The Procedures direct the Watermaster in his administration of storage rights in WD01.
30. For at least the last 15 years, Pocatello has leased its storage water to other water users for mitigation purposes, i.e., to “mitigate” for junior groundwater pumping impacts on senior water users.
31. Pocatello’s leases are “private leases” under Procedure 6.
32. While Idaho Code § 42-1765 authorizes IWRB to appoint the Committee of Nine as a “local committee,” the statute does not authorize local committees to promulgate or adopt rules.
33. Since at least 2005, the Procedures have included a rule known as the “Last to Fill Rule,” currently enacted as Rule 7.3 (hereinafter “Last to Fill Rule” or “Rule 7.3”).
34. The formal name of the Last to Fill Rule in the 2023 Procedures is “Impacts to Spaceholders Resulting From all common pool, private leases, assignments, supplemental pool, and extraordinary circumstances pool rentals.”
35. Rule 7.3 is known as the Last to Fill Rule because, during years in which the WD01 reservoir system does not fill, or when water does not spill past Milner Dam, the

Watermaster administers storage rights that leased water during the prior year pursuant to “last to fill” principles rather than prior appropriation principles.

36. Application of the Last to Fill Rule causes storage rights, or some portion thereof, whose holders lawfully leased water in the prior year to be unlawfully subordinated to the storage rights of others who did *not* lease water in the prior year, thereby rendering the priority date of the lessor’s storage right meaningless.
37. During the years of 2008, 2016, and 2021, the Watermaster’s application of the Last to Fill Rule resulted in Pocatello’s storage account being under-allocated water. In other words, the Watermaster deprived Pocatello of water that would have been distributed to Pocatello’s storage account if the reservoir system was administered in priority, and instead gave that water to other spaceholders.

### **REQUEST FOR DECLARATORY RELIEF**

#### **COUNT 1: IWRB’S ADOPTION OF THE PROCEDURES, AND IDWR’S APPLICATION OF RULE 7.3, ARE *ULTRA VIRES* ACTS AND THUS VOID THE PROCEDURES AND RULE**

38. Pocatello re-alleges and incorporates the preceding paragraphs by reference as though set forth fully.
39. The Procedures generally, and Rule 7.3 specifically, are “rules” under Idaho Code § 67-5201(21) because they reflect an “agency statement of general applicability that . . . implements/prescribes law or policy.”
40. Under Idaho Code § 42-1765, IWRB is authorized to adopt rules and regulations to facilitate rentals of storage water.

41. As the “local committee” of WD01, the Committee of Nine is authorized to “market stored water between consenting owners and consenting renters under *rules* and regulations *adopted by the board*.” Idaho Code § 42-1765 (emphasis added).
42. As such, the Idaho legislature has not authorized IWRB to delegate the rulemaking authority described in Idaho Code § 42-1765 to the Committee of Nine. *See City of Sandpoint v. Indep. Highway Dist.*, 161 Idaho 121, 125 (2016) (“An administrative agency is limited to the power and authority granted it by the legislature. Such delegated authority is primary and exclusive in the absence of a clearly manifested expression to the contrary. An agency must exercise any authority granted by statute within the framework of that statutory grant”).
43. Nonetheless, IWRB has adopted a Water Supply Bank Rule, IDAPA 37.02.03.040, as the means by which it delegates to the Committee of Nine the task of promulgating the Procedures.
44. The Committee of Nine is not statutorily authorized to adopt rules that govern the administration of storage rights, yet the Procedures generally, and Rule 7.3 specifically, direct the Watermaster’s distribution of storage water in WD01.
45. The Committee of Nine adopts the Procedures promulgated by the Rental Pool Sub-Committee of the Committee of Nine each year. *See* IWRB Resolution 11-2022 (Exhibit 5). The Committee of Nine presents the Procedures to water users for approval at the WD01 Annual Meeting that takes place each March. *See* Idaho Code § 42-605(1).
46. The Committee of Nine then submits the Procedures to the Director for review, pursuant to another IWRB Water Supply Bank Rule, IDAPA 37.02.03.040.03.

47. The Director makes a recommendation to IWRB about whether to “approve” or reject the Procedures. *See Exhibit 5.*
48. On information and belief, the Director has never recommended that IWRB reject the Procedures.
49. On information and belief, the IWRB has never declined to follow the Director’s recommendation regarding the Procedures.
50. IWRB’s reliance on the Water Supply Bank Rules to delegate its rulemaking authority, statutorily authorized by the legislature, does not cure the Committee of Nine’s lack of statutory authority to promulgate rules.
51. Therefore, IWRB’s delegation of rulemaking authority to the Committee of Nine is contrary to, or in excess of, the IWRB’s statutory authority and thus *ultra vires*.  
Accordingly, IWRB’s adoption of the Procedures is unlawful so the Procedures are *void ab initio*.
52. Additionally, because IDWR has allowed the Procedures to govern the Watermaster’s administration of storage rights in WD01, the application of Rule 7.3 causes IDWR to deprive spaceholders of water to which they are entitled and instead give that water to other spaceholders. IDWR lacks the authority to do this. *See Nielson v. Parker*, 19 Idaho 727, 732 (1911) (“The [Director] has no authority to deprive a prior appropriator of water from any streams in this state and give it to any other person”).
53. Therefore, Rule 7.3 causes the Watermaster to act in a manner that is contrary to, or in excess of, IDWR’s statutory authority under Idaho Code § 42-602, and is thus *ultra vires*.  
Accordingly, application of Rule 7.3 is unlawful, so the Rule is void.

**COUNT 2: IWRB’S ADOPTION OF THE PROCEDURES VIOLATE THE IDAHO ADMINISTRATIVE PROCEDURES ACT AND CONSTITUTIONAL PRINCIPLES OF DUE PROCESS, AND THUS VOID THE PROCEDURES**

54. Pocatello re-alleges and incorporates the preceding paragraphs by reference as though set forth fully.
55. The promulgation of the Procedures does not comply with the procedural requirements associated with rulemaking under the Idaho Administrative Procedures Act, Idaho Code §§ 67-5220 through -5222, or with principles of constitutional due process that entitle property owners to an opportunity to a hearing before the State deprives them of a significant property right.
- a. At some point late in the year, the “Rental Pool Sub-Committee,” made up of members of the Committee of Nine, convenes.
  - b. On information and belief, Rental Pool Sub-Committee members and other Committee of Nine members (and possibly others, including Watermaster Olenichak) are involved in drafting the Procedures prior to the first meeting of the Rental Pool Sub-Committee.
  - c. The Rental Pool Sub-Committee meetings are not publicly noticed consistent with Idaho Code §§ 67-5220 through -5222.
  - d. Draft Procedures are not made always available for the public to review in advance of the Rental Pool Sub-Committee meetings.
  - e. Public notice of the outcome of Rental Pool Sub-Committee meetings is not always provided.

- f. After an indeterminate number of meetings, the Rental Pool Sub-Committee submits a proposed version of the Procedures to the full Committee of Nine at a Committee of Nine meeting. The Committee of Nine adopts the Procedures at said meeting.
- g. The Committee of Nine presents the adopted Procedures to water users at the WD01 Annual Meeting. Among the “resolutions” annually voted on at the WD01 Annual Meeting is a “resolution” related to the Procedures. Once adopted, the Resolution directs that the Procedures be presented to IWRB for “approval.” See 2023 WD01 Resolutions, Resolution 21 (Exhibit 6).
56. Even if Idaho Code § 42-1762 authorizes IWRB to delegate rulemaking authority to the Committee of Nine, there is no statutory basis for IWRB, or its delegates, to avoid the procedural requirements of Idaho Code §§ 67-5220 through -5222 when making rules.
57. IWRB’s improper making of the Procedures violates the Idaho Administrative Procedures Act and constitutional principles of due process, so the Procedures are *void ab initio* and their application as the basis for administration in WD01 is unlawful. See Idaho Code § 67-5231.

**COUNT 3: RULE 7.3 IS CONTRARY TO THE DOCTRINE OF PRIOR  
APPROPRIATION AND IS THUS UNCONSTITUTIONAL**

58. Pocatello re-alleges and incorporates the preceding paragraphs by reference as though set forth fully.
59. In the 2023 Procedures, Rule 7.3 provides:
- 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:

...

(b) Assigned rental under Procedure 10.0, extraordinary circumstances rental under Procedure 11.0, *private leases above Milner under Procedure 6.0*, 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.*

Rule 7.3, 2023 Procedures (emphasis added).

60. When applying Rule 7.3, the Watermaster fills *all* empty reservoir space that *was not* evacuated to facilitate a lease in the prior year, regardless of decreed priority, ahead of the empty reservoir space that *was* evacuated in the prior year to facilitate a lease.
61. On information and belief, Rule 7.3 purports to prevent “impacts” to *non-leasing* WD01 spaceholders when *leasing* spaceholders evacuate water from storage because leases effect a temporary transfer of water rights, changing either the place of use or type of use or both, without the safeguards applied under the formal transfer process required by Idaho Code § 42-222.
62. Even if this purpose is proper, Rule 7.3 is an unlawful means of accomplishing this purpose because it defies the prior appropriation doctrine.
63. On information and belief, the WD01 Watermaster has always applied the Last to Fill Rule regardless of whether Pocatello's leases of storage water result in *actual* impacts to other spaceholders.



64. On information and belief, neither the Watermaster nor any other IDWR personnel conduct any analysis to determine whether Pocatello's leases of storage water impact other spaceholders.
65. On information and belief, even if such an analysis is made, it is not disclosed to spaceholders, and no opportunity is provided for a hearing on the validity of the analysis.
66. The Watermaster's application of Rule 7.3 results in the distribution of water without regard to a decreed priority date. Practically, this means spaceholders that did *not* lease water in the prior year receive water to which they are *not* legally entitled, while spaceholders that *did* lease water in the prior year are deprived of storage water to which they *are* legally entitled.
67. Even if IWRB's delegation of rulemaking authority to the Committee of Nine is consistent with Idaho Code § 42-1765, and even if IWRB's adoption of the Procedures outside of the procedural requirements found in the Idaho Administrative Procedures Act and contrary to constitutional due process principles is lawful, IWRB lacks authority to adopt Rule 7.3, and IDWR lacks authority to apply it, because it defies the doctrine of prior appropriation, the controlling law in the State of Idaho.
68. Because Rule 7.3 requires IDWR to distribute water in a manner that patently defies Article XV, section 3 of the Idaho Constitution, the Rule is facially unconstitutional because "no set of circumstances exists under which the [Last to Fill Rule] would be valid." *AFRD No. 2*, 143 Idaho at 870.

**UNCONSTITUTIONAL TAKING OF PRIVATE PROPERTY**

**COUNT 1: IDWR'S APPLICATION OF RULE 7.3 HAS RESULTED IN UNCONSTITUTIONAL TAKINGS OF POCATELLO'S STORAGE RIGHT**

69. Pocatello re-alleges and incorporates the preceding paragraphs by reference as though set forth fully.
70. Article I, section 14 of the Idaho Constitution provides in relevant part:
- Private property may be taken for public use, but not until a just compensation, to be ascertained in the manner prescribed by law, shall be paid therefor.
71. Application of Rule 7.3 unlawfully subordinates the storage right, or some portion thereof, of spaceholders who lawfully leased water in the prior year to the storage right of non-leasing spaceholders, even if the former's storage right is senior to that of the latter. This is a direct violation of Article XV, section 3, of the Idaho Constitution.
72. The years in which the Watermaster applied Rule 7.3 when administering storage rights in Palisades Reservoir storage water are demonstrated by Exhibit 7, Watermaster Olenichak's compilation of the years in which the WD01 reservoir system did not fill or water did not spill past Milner Dam. Exhibit 8 reflects the years in which Rule 7.3 impaired Pocatello's storage right and the quantities of water of which Pocatello was deprived in those years.
73. The Watermaster's application of Rule 7.3 has resulted in physical takings, contrary to Idaho Constitution, Article XV, section 3, because IDWR, through the Watermaster, has effectively occupied and/or appropriated Pocatello's storage space, or a portion thereof, for the purpose of giving that water to other spaceholders.

74. In the alternative, the application of Rule 7.3 is a regulatory taking against Pocatello's storage right.
75. Pocatello suffered an economic diminution of its storage right because it was unable to lease or otherwise use the water of which it was deprived through the application of Rule 7.3.
76. IDWR's failures to distribute water to Pocatello's storage account to which Pocatello was entitled under the prior appropriation doctrine, because IDWR impaired its storage right based on the quantities of prior year leases, were takings without just compensation.
77. The result is an unconstitutional taking of Pocatello's property right.

#### **COUNT 2: DAMAGES**

78. Pocatello re-alleges and incorporates the preceding paragraphs by reference as though set forth fully.
79. Pocatello has suffered money damages associated with IDWR's unconstitutional takings of its storage right in an amount which will be proven at trial, which in any event is in excess of \$50,000.

#### **REQUEST FOR ATTORNEYS FEES AND COSTS**

80. The Defendants' actions are without reasonable basis in law or fact.
81. Pocatello has retained counsel to prosecute this action on their behalf and requests that the Court award it reasonable attorneys fees and costs pursuant to Idaho Code §§ 12-117, 12-120, 12-121 and 12-123 or other applicable law.

## PRAYER FOR RELIEF

WHEREFORE, Pocatello requests the following relief:

- A. For a declaration that the Procedures are void because IWRB's delegation of rulemaking authority to the Committee of Nine is *ultra vires*.
- B. For a declaration that Rule 7.3 is void because IDWR's application thereof (allocating water to which lessors are entitled to other spaceholders) is *ultra vires*.
- C. For a declaration that the Procedures are void because IWRB's adoption of the Procedures violates the rulemaking requirements in Idaho Code §§ 67-5220 through - 5222 and constitutional principles of due process.
- D. For a declaration that Rule 7.3 is facially unconstitutional because *any* application thereof results in the distribution of water in a manner that defies the Idaho Constitution.
- E. For an injunction, enjoining Gary Spackman and Tony Olenichak from applying the Procedures generally, and Rule 7.3 specifically, when distributing water in WD01.
- F. To find that IDWR's application of Rule 7.3 has effected takings of Pocatello's storage right without just compensation.
- G. For a monetary judgment consisting of damages associated with the unconstitutional taking of Pocatello's storage right due to the application of Rule 7.3.
- H. For attorneys fees and costs pursuant to Idaho Code §§ 12-117, 12-120, 12-121, 12-123, and other applicable authority.
- I. For such additional relief as the Court deems just and proper under the circumstances.

Dated this 2nd day of May, 2023.

CITY OF POCA TELLO



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Richard A. Diehl, Jr., ISB No. 4969  
Deputy City Attorney

SOMACH SIMMONS & DUNN, P.C.



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Sarah A. Klahn, ISB No. 7928

*Attorneys for Plaintiff City of Pocatello*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 2nd day of May, 2023, I caused to be served a true and correct copy of the foregoing *AMENDED COMPLAINT FOR DECLARATORY RELIEF TO FIND THE WD01 RENTAL POOL PROCEDURES VOID, TO FIND RULE 7.3 UNCONSTITUTIONAL, AND FOR DAMAGES FROM THE UNCONSTITUTIONAL TAKING OF PROPERTY* via iCourt E-File and Serve, upon the following:

Garrick L. Baxter  
Ann N. Yribar  
Deputy Attorneys General  
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IDAHO WATER RESOURCE BOARD  
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Sarah A. Klahn, ISB No. 7928

Contract No.  
14-06-100-1825

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Reclamation

Minidoka and Palisades Projects  
Idaho

Contract With  
CITY OF POCA TELLO  
Concerning Storage Capacity in Palisades Reservoir,  
and Related Matters

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Contract No.  
14-06-100-1825

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Reclamation

Minidoka and Palisades Projects  
Idaho

Contract With  
CITY OF POCAATELLO  
Concerning Storage Capacity in Palisades Reservoir,  
and Related Matters

THIS CONTRACT, made this 8th day of January 1960, pursuant to the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA (hereinafter called the United States), acting through the Secretary of the Interior, and the CITY OF POCAATELLO (hereinafter referred to as the City unless otherwise indicated), a municipal corporation organized and existing under the laws of the State of Idaho,

WITNESSETH, That:

2. WHEREAS, the United States, under the Federal Reclamation Laws, has heretofore constructed and is now operating Jackson Lake, Island Park, American Falls, and Lake Walcott reservoirs, among others, and is now constructing Palisades Dam and Reservoir Project (herein called the Palisades Project);

3. WHEREAS, the City, desiring to cooperate with the United States and the various other water users organizations that enter into like contracts in the water conservation program that will be made possible with the construction of Palisades Reservoir and its operation in conjunction

with other Federal reservoirs on the Snake River, as herein proposed, has heretofore made application to contract for the use for its benefit of storage capacity in Palisades Reservoir; and

4. WHEREAS, the United States and the City have not heretofore entered into any contracts with respect to storage rights in reservoirs on the Snake River above Milner Dam, but the City, securing water for all municipal uses by pumping from underground and from surface flows that would, if not intercepted by the City, flow into the Snake River below Palisades Dam, desires to replace in the Snake River by means of storage at Palisades Reservoir water in volume approximately the equivalent of that removed by pumping from Snake River tributary underground and surface flows, and it having been determined that 50,000 acre-feet of active capacity in Palisades Reservoir will furnish such approximate equivalent volume;

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants hereinafter stated, it is hereby agreed by the parties hereto, as follows:

Definitions

5. The following terms, wherever used in this contract, shall have the following respective meanings:

"Secretary" shall mean the Secretary of the Interior or his duly authorized representative.

"Federal Reclamation Laws" shall mean the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplemental thereto, including the Act of September 30, 1950 (Public Law 864, 81st Congress, 2d Session).

"Advisory Committee" shall mean the committee defined by article 30 of this contract or its duly authorized representative.

"Irrigation season" shall mean a period of each year beginning April 1 and ending October 31 of that year.

"Storage season" shall mean, with respect to the reservoir involved, the period beginning October 1 of one year and ending during the next year when, as to the particular reservoir, no more water is available for storage.

"Reservoir system" shall mean the existing and authorized Federal reclamation reservoirs on the Snake River and its tributaries down to and including Lake Walcott.

"Upper valley" shall mean the irrigated areas of the Snake River Basin that are served by canals diverting from the Snake River and its tributaries above American Falls Dam.

"Lower valley" shall mean the irrigated areas of the Snake River Basin that are served by canals diverting from the Snake River and its tributaries between American Falls Dam and Milner Dam.

"Watermaster" shall mean the officer of the State of Idaho charged by law with the distribution of Snake River water in the lower and upper valleys, or such other officer properly authorized by law and designated by mutual agreement of the Secretary and the Advisory Committee.

"Delivery" when used herein in relationship to stored water, shall mean direct delivery from the reservoir system and delivery accomplished in the manner provided in article 16.

Provisions Relating to Storage Capacity in  
Palisades Reservoir  
(Articles 6 through 11)

United States to Construct Works

6. (a) Within the limits of the authorization therefor, the United States is now constructing and will complete and operate and maintain Palisades Dam on the Snake River in the vicinity of Irwin, Idaho, to provide a reservoir of an active capacity of about 1,200,000 acre-feet, and related facilities, substantially in accordance with the plans set forth in House Document No. 720, 81st Congress.

(b) When the dam and reservoir are ready for the storage and delivery of water for irrigation purposes, the Secretary shall so announce, including a statement of the active capacity that will be available for irrigation storage.

Capacity to be Available to the City

7. The authorized dam will provide a reservoir with an estimated active storage capacity of 1,200,000 acre-feet and, based on that estimated capacity, the use and benefit of four and one thousand six hundred sixty-seven ten thousandths percent (4.1667%) of that capacity is allocated hereby to the City. Beginning with the first full irrigation season after the Secretary has announced that the reservoir is ready for storage and delivery of water for irrigation purposes, the United States will make available to the City the stored water accruing to that percentage of the active capacity of that reservoir, within the limits and on terms and conditions provided in this contract. That percentage shall, so long as the reservoir has an active capacity of 1,200,000 acre-feet, be treated as the equivalent of 50,000 acre-feet of active capacity. The latter figure may, however, be adjusted from time to time by agreement between the Secretary and the Advisory Committee whenever there are determinations that the active capacity is other than above stated.

Construction Charge Obligation

8. (a) The City shall pay to the United States for the use of space as provided in article 7, as the construction charge obligation, the sum of four hundred fifty thousand dollars (\$450,000), this being determined at the rate of nine dollars (\$9.00) per acre-foot of capacity and on the assumption that the reimbursable construction costs of the Palisades Project finally allocated to joint facilities equal or exceed the sum of twenty-three million two hundred one thousand one hundred dollars (\$23,201,100). If the reimbursable joint facility construction costs, as

finally determined, are less than twenty-three million two hundred one thousand one hundred dollars (\$23,201,100), and, as a result, the amount of joint facility costs allocated to irrigation is less than the amount expected so to be allocated according to the Secretary's report of July 1, 1949<sup>1/</sup>, the amount of the reduction shall be proportioned between irrigation construction costs assigned to be repaid by the water users and those assigned for repayment from power revenues on the basis of the amounts of estimated irrigation construction costs so assigned in the Secretary's report of July 1, 1949. The amount of reduction, if any, when determined by the Secretary, shall be distributed equally as a credit against the construction charge obligation of all space the costs of which are allocated to irrigation. The total amount of credit and the portion thereof to which the City is entitled shall be announced in writing by the Secretary promptly after final construction costs are determined and the allocations thereof are made. In no event, however, shall the credit be such as to reduce the City's total construction charge obligation to less than three hundred eighty-seven thousand five hundred dollars (\$387,500), this being at the rate of seven dollars and seventy-five cents (\$7.75) per acre-foot of capacity as initially stated in article 7.

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1/ Of the estimated joint facility construction costs, \$21,724,400 were allocated to irrigation under the report approved and adopted by the Secretary on July 1, 1949 (H. Doc. No. 720, 81st Cong.).

(b) The construction charge obligation under this article shall be repaid by the City to the United States in forty (40) successive annual instalments to be as nearly equal as is practicable. The due date of the initial instalment, established in relation to the date announced by the Secretary as the date that the dam is substantially complete and ready for storage, will be as follows: (i) if, on the announced date, the provisions of (d) of article 21 are still in effect, the first instalment shall be payable on or before December 31 of the third full calendar year after that date, the project for repayment purposes being treated as incomplete during the first two years; and (ii) if, on the announced date, the provisions of (d) of article 21 are no longer in effect, the first instalment shall be payable on or before December 31 of the first full calendar year after that date. In the event there is, under the operation of (a) of this article, a reduction in the City's total obligation after the payment of instalments has started, the amount of credit available shall be distributed evenly over the remaining unaccrued instalments as of the time the amount of the credit is announced.

Operation and Maintenance Obligation - Palisades

9. (a) The City, beginning as provided in (b) of this article and continuing during the period of operation and maintenance of the Palisades Dam and Reservoir by the United States, shall pay to the United States in advance four and seventeen hundredths percent (4.17%) of the costs of operating and maintaining that dam and reservoir, including whatever costs may be incurred in the delivery of water therefrom, which are apportionable

to the irrigation storage rights therein. There shall be determined from time to time by the Secretary, after consultation with the Advisory Committee, the basis for distributing among the various purposes which by law are to be served by the dam and reservoir the costs of operation and maintenance thereof and the basis for assigning those costs for repayment. In determining the total costs annually apportioned to the irrigation storage rights there shall be deducted from the total annual cost of operation and maintenance of the dam and reservoir, those costs which are determined to be properly chargeable to other purposes served by the reservoir and for which other provision for repayment, in whole or in part, is made pursuant to law. The costs apportionable to the irrigation storage rights shall be distributed annually to all storage space that is made available for irrigation purposes.

(b) Beginning with January 1 of the year in which the use and benefit of Palisades space is first available to the City as provided in article 7, payment of the City's share of Palisades Dam and Reservoir operation and maintenance costs shall be made for each calendar year on the basis of annual estimates by the Secretary. The notice of these annual estimates, hereinafter referred to as the operation and maintenance charge notice, shall contain a statement of the estimated cost of operation and maintenance of the dam and reservoir to be incurred in the calendar year involved and the amount of the City's share of those estimated costs. The operation and maintenance charge notice shall be furnished to the City on or before February 1 of the calendar year for which the notice is issued,



but, when requested by the City, a preliminary estimate shall be given at such earlier date as is agreed on in writing. The City shall pay the amount stated in the notice on or before April 1 of the year for which it is issued or such other date as may be agreed on in writing.

(c) Whenever, in the opinion of the Secretary, funds so advanced will be inadequate to meet the City's share of the costs of operating and maintaining the dam and reservoir, he may give a supplemental operation and maintenance charge notice, stating therein the amount of the City's share of the additional funds required, and the City shall advance that additional amount on or before the date specified in the supplemental notice. If funds advanced by the City under this article exceed the City's share of the actual costs of operation and maintenance of the dam and reservoir for the year for which advanced, the surplus shall be credited on the operation and maintenance charge to become due for succeeding years.

Nature and Extent of Palisades Storage Right

10. (a) Beginning with the storage season indicated in article 7, the City shall be entitled to have the following storage rights in Palisades Reservoir:

- (1) The right to have stored to its credit during each storage season, four and one thousand six hundred sixty-seven ten thousandths percent (4.1667%) of all water stored in Palisades Reservoir during that season under the Palisades storage right.
- (2) The right to have held over from one irrigation season to the next, stored water to which it is entitled.

The total amount of stored water to the City's credit at any time shall not, however, exceed the total amount of space in the reservoir available to the City under this contract, and the City's storage rights in Palisades Reservoir are hereby made subject to the provisions of (c) of this article.

(b) Stored water available under the rights in Palisades Reservoir created by this contract shall be available for delivery to the City during any irrigation season within these limitations:

(1) Deliveries shall be limited at any time to the amount which can be delivered by means of the City's proportionate share of the outlet capacity, taking into account the requirement of passing through the reservoir water belonging to prior rights and the physical limitations of the existing outlet works.

(c) Under the provisions of the Act of September 30, 1950, the active capacity of Palisades Reservoir will be used jointly for irrigation and flood control storage in accordance with the operating plan set forth in House Document No. 720, 81st Congress, and attached hereto as Exhibit A, as that plan is implemented by rules and regulations issued pursuant to section 7 of the Act of December 22, 1944 (58 Stat. 890). All the City's storage rights are subject to the operation of the reservoir in accordance with this subarticle. In the event Palisades Reservoir fails to fill during any storage season by reason of such flood control operations, the amount of shortage so attributable shall be prorated equally over all space allocated to storage of water for irrigation, municipal, or other miscellaneous purposes and shall be charged against all stored water including that, if any, carried over from prior irrigation seasons.

Saving of Winter Water; Special Storage Right

11. (a) Beginning with the date announced by the Secretary as the time when Palisades Reservoir will be ready for operation as provided in article 6, certain water users organizations have contracted with the United States to make, for a period of 150 consecutive days during the period from November 1 through April 30 of each storage season, no diversion of water from the Snake River or any of its tributaries by means of its existing diversion works or by any other means.

(b) The total savings of water during each storage season as the result of curtailment of winter diversions by the water users organizations diverting from the Snake River who have contracted with the United States to curtail or cease diversions is agreed to be 143,000 acre-feet, of which 135,000 acre-feet are attributable to curtailments by those diverting above American Falls Dam and 8,000 acre-feet below that point. The City, not partaking in the winter water savings program, shall be entitled to no storage in Palisades Reservoir by reason of the program set out in this article.

(c) The right to store water pursuant to this article shall be prior in time over the storage rights held by the United States for American Falls Reservoir (the latter having a priority dated March 30, 1921), or any storage rights held by the United States or the City that are junior to the American Falls rights. The City hereby consents to the granting of special storage rights with a like priority to all water users organizations and all water users who, directly or indirectly, contract

to curtail storage season diversions substantially as provided in (a) of this article within these maxima, as to total special storage rights:

- (1) For water users organizations and water users diverting above American Falls Dam — 135,000 acre-feet.
- (2) For water users organizations and water users diverting between American Falls Dam and Milner Dam — 8,000 acre-feet, exclusive of the special storage rights described in (d) of this article.

(d) The City also hereby consents to permitting the North Side Canal Company and the Twin Falls Canal Company to store, in either American Falls or Palisades Reservoir, during the months of November through March of any storage season under a priority like that provided in (c) above, water that would otherwise accrue to them within these rights:

The rights of the North Side Canal Company and of the Twin Falls Canal Company, respectively, to divert at Milner Dam for domestic and livestock uses during those months as follows:

North Side Canal Company ..... 126,000 acre-feet  
Twin Falls Canal Company ..... 150,000 acre-feet

within this limitation:

If, taking account of all storable water whether stored or not, Palisades and American Falls reservoirs fail to fill during any storage season, any water diverted during that storage

season by the North Side Canal Company in excess of 126,000 acre-feet (but not to exceed the amount of deficiency in fill), and by the Twin Falls Canal Company in excess of 150,000 acre-feet (but not to exceed the amount of deficiency in fill), will be charged as of the end of that storage season against the allotment of American Falls storage to these respective companies.

This limitation in the case of the North Side Canal Company shall become operative from the date Palisades Reservoir is ready for operation, but in the case of the Twin Falls Canal Company need not be made operative until the first year in which that company exercises the special storage provision to which consent is here given.

Provisions Relating to Exchange and Redefinition of Existing American Falls and Jackson Lake Storage Rights; Winter Power Operations at the Minidoka Powerplant  
(Articles 12 through 13)

Consent to American Falls-Jackson Lake Exchange and Redefinition of Storage Rights

12. Certain upper valley water users organizations owning storage rights in American Falls Reservoir have agreed or will agree in connection with the acquisition of Palisades Reservoir rights to accept in exchange for a portion of their American Falls rights certain storage rights in Jackson Lake Reservoir below elevation 6752 feet above sea level (U.S.G.S. datum), the provisions for such exchange being substantially as set out in the revised document entitled "Basic Provisions Incorporated

or to be Incorporated in Contracts With Upper Valley and Lower Valley Water Users Organizations to Govern the Permanent Exchange of Certain American Falls and Jackson Lake Storage Rights", attached hereto as Exhibit B, and these and other water users organizations have agreed or will agree to permit the United States to operate all space in Jackson Lake Reservoir on a holdover basis. The City hereby consents to such exchange and to such holdover operating arrangements.

Winter Power Operation; Minidoka Powerplant

13. (a) The United States, in its operation of American Falls and Minidoka dams during the storage season of each year is required to pass through enough water to satisfy existing diversion rights in the stretch of river down to and including Milner Dam and certain power rights below Milner Dam, and has the privilege under an existing decree to use at Minidoka Dam 2,700 cubic feet per second of water for the development of power. While the United States must operate the American Falls and Minidoka dams so as not to interfere with these third-party rights, it will be the objective of the United States in the operation of both its American Falls and Minidoka powerplants to curtail the release of additional water from American Falls Reservoir for power production at those powerplants during the storage season of any year whenever operation of those powerplants to the full extent of their respective water rights for power production would result in loss of irrigation water otherwise storable in the reservoir system. Accordingly, except as it is determined by the Secretary that additional water may be passed through American Falls and Minidoka dams without the

loss of water that could be stored for irrigation in the reservoir system, the United States will, during each storage season beginning October 1, 1952, and continuing so long as the provisions of (c) of this article remain operative, limit the release of water through those dams as follows:

To the amount of water required to provide flows below Minidoka Dam sufficient to meet existing diversion rights in the reach of the river through Milner Dam and the power rights required to be recognized under the provisions of the contract of June 15, 1923, between the United States and the Idaho Power Company (Symbol and No. Ilr-733), as those diversion and power rights may be modified from time to time.

To the extent that it is practicable to do so, the Advisory Committee will be informed in advance of any plans for the release of water in excess of the foregoing limitations; and that Committee will be furnished written reports as of the close of the storage season of each year showing, among other things, the releases actually made and the minimum releases required to be made.

(b) Curtailment of releases as provided in (a) of this article will result in there being, in some years, additional water available for storage for irrigation purposes in American Falls, Island Park, and Palisades reservoirs. In any storage season when these reservoirs fail to fill, the saved water attributable to such curtailment shall be credited, first, to Island Park Reservoir to the extent of 45,000 acre-feet without regard

to the priority of the storage permits held for that reservoir, and thereafter to American Falls, Island Park, and Palisades reservoirs in the order of priority of their respective storage permits, the crediting to Island Park Reservoir and to any storage right in any other reservoir (except the lower valley exchanged space in American Falls Reservoir) being contingent on the owners of these rights obligating themselves for their share of the annual payments for power replacement in keeping with the provisions of (e) of this article.

(c) For the purposes of this contract and without relinquishment of any part of the power rights herein described, it is assumed that but for curtailment of operations as provided in (a) of this article, units 1 through 6 of the Minidoka powerplant would be operated during the storage season of each year to the maximum extent practicable within the limits of the power rights therefor (2,700 second-feet as decreed by the District Court of the Fourth Judicial District of Idaho on June 20, 1913, in the case of Twin Falls Canal Company v. Charles N. Foster et al.) and that in consequence of operations under this article there may be losses in the production of power and energy at that plant. To offset such losses, the United States will, as nearly concurrently as practicable, make replacement by the delivery of power and energy into the Minidoka power system at the Minidoka powerplant from other interconnected Federal powerplants being operated under the Federal Reclamation Laws. Payment for such replacement power and energy shall be made by the City and all other contractors having



reservoir rights benefiting from the water savings resulting from operations under the provisions of (a) of this article in annual amounts determined as follows:

(i) Prior to the date when either the American Falls powerplant or Palisades dam powerplant is first in service, the payment for any year shall be the product, in dollars, of the then controlling average annual replacement requirement, in kilowatt-hours, times four mills (\$0.004).

(ii) Beginning with the date when either the American Falls powerplant or Palisades dam powerplant is first in service, the payment for any year shall be the product, in dollars, of the then controlling average annual replacement requirement, in kilowatt-hours, times the price per kilowatt-hour, figured at 100 percent load factor, under the then existing rate schedule for the sale of firm power and energy from the plant or plants involved.

In determining replacement requirements under this article, no account is intended to be taken, by way of offset or otherwise, of the effect of any reservoir system storage operations on the seventh unit of the Minidoka powerplant.

(d) The replacement requirements for the year ending September 30, 1953, shall be 5,699,000 kilowatt-hours, being the average annual replacement requirement for the period beginning October 1, 1931, and ending

September 30, 1951. The average annual replacement requirement under either (i) or (ii) of (c) above for the year ending September 30, 1954, shall be the average of the annual replacement requirements for each year of the 20-year period ending September 30, 1953, and for each 12-month period after September 30, 1954, shall be the average of the annual replacement requirements of each year of the 20-year period ending on September 30 of the prior year. In deriving this average there shall be used, as annual net power production losses for each year, the annual figures for the years through September 30, 1951, as shown in Table 1 of the document entitled "Criteria and Method for Determination of Certain Minidoka Powerplant Production Losses From Restrictions on Use of Water Rights"<sup>2/</sup>, and for each year thereafter, a net power production loss calculated on the basis of the comparison of (1) the total energy that could have been produced by units 1 through 6 of the Minidoka powerplant based on the water flows actually recorded at the U.S.G.S. Minidoka gaging station (hereinafter called the Minidoka gage), corrected as hereinafter provided, and (2) the energy which theoretically could have been generated at those units with the flows at the Minidoka gage without a curtailment in winter power operation as provided in this article and exclusive of irrigation storage releases. Using conclusions reached as to flows and heads, the power loss calculations will be made by utilizing the power production curves shown in drawing No. 17-100-139 incorporated by reference in the document identified above, but increases in energy in any year by reason of taking American Falls

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<sup>2/</sup> Duplicate originals of this document shall be filed with the water-master of District No. 36, the officer of the United States in charge of the Minidoka Project, and the Burley Irrigation District.

storage into account as provided in subparagraph (iii) of this subarticle (d) shall be accounted for as compensating offset up to but not exceeding energy losses accruing in that year by reason of curtailment in power operations under this article.

To correct flows under (1) above, all storage releases except American Falls shall be excluded and the measure of American Falls storage passing the Minidoka gage shall be the increase in storage at that gage over that computed at the Blackfoot gaging station as shown in the annual report entitled "Water Distribution and Hydrometric Work, District 36, Snake River, Idaho", the latter further corrected for any American Falls storage that may have been present by reason of having been stored temporarily upstream and that portion of Palisades storage which was diverted above the Minidoka gage. In measuring American Falls storage, it shall be assumed that storage is released from downstream reservoirs first. The flow at the Minidoka gage without storage shall be taken to be the normal flow at that gage as shown by that same report. In determining water flows, with and without curtailment of power operations as provided by this article, these assumptions shall be used with respect to units 1 through 6 of the Minidoka powerplant:

- (i) There is a right for power production to maintain a flow of 2,700 second-feet at Minidoka Dam during the storage season of each year in accordance with the decree entered June 20, 1913, supra, if that flow, disregarding the storage of saved water in the reservoir system under the provisions of this article, would be available at Minidoka Dam.

- (ii) There is a right to use, within the hydraulic capacity of these units, whatever natural flow passes Minidoka Dam during each irrigation season.
- (iii) Although there is no right to have water stored under American Falls Reservoir rights released for power production, during the period that such storage is being released for irrigation there will be more energy produced by these units than is attributable to the natural flow rights therefor, which shall be taken into account as a compensating offset as provided above in this subarticle (d).

To determine controlling power heads, the effective power head for any period shall be derived on the basis of recorded forebay and tailwater elevations for that period.

The foregoing criteria for determinations of annual net power production losses may be changed from time to time but only if the changes are made in writing with the approval of the Secretary, the Advisory Committee, and the boards of directors of both the Burley and Minidoka irrigation districts. Determinations as to net power production losses for each year and the average annual replacement requirement under this article shall be made by a committee of three comprising the state water-master of District No. 36, a representative to be selected jointly by the Burley and Minidoka irrigation districts and the North Side Canal Company, Ltd., and the officer of the United States in charge of the Minidoka

project, but, should that committee fail to make a determination for any year by January 1 of the year for which the determination is required, it may be made by the Secretary.

(e) The annual payment determined as provided in this article shall be apportioned among the benefiting reservoirs as follows: (i) prior to the first full storage season during which Palisades Reservoir is in operation, eighty-eight percent (88%) to American Falls Reservoir and twelve percent (12%) to Island Park Reservoir; and (ii) beginning with the first full storage season of Palisades operation, seventy-eight percent (78%) to American Falls, twelve percent (12%) to Island Park, and ten percent (10%) to Palisades. The amount apportioned to each reservoir shall be accounted for as part of the operation and maintenance costs for which provisions for payment for the City's share is made elsewhere in this contract. The amount apportioned to American Falls Reservoir shall be distributed equally over all space available for irrigation storage, excluding the lower valley exchanged space but including in lieu thereof the upper valley exchanged space in Jackson Lake Reservoir.

(f) If the owners of any storage rights to benefit from the operation of this article fail to obligate themselves for their share of the annual payments for power replacement hereunder, the saved water creditable to such rights and the power replacement costs chargeable thereto shall be redistributed according to a formula to be agreed on in writing between the Advisory Committee and the Secretary. Such formula shall, however, be as nearly consistent as practicable with the formula that would control but for such redistribution.

Provisions of General Application to All  
Rights Established or Defined by This  
Contract  

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(Articles 14 through 37)

Temporary Storage and Exchange of Water; Release of Jackson  
Lake and Palisades Water for Power Production

14. (a) It is the purpose of the United States and the water users having storage rights in the reservoir system (including the City) to have the reservoir system so operated as to effect the greatest practicable conservation of water. In keeping with this purpose, the endeavor will be to hold stored water in reservoir system space that is farthest upstream. Water in storage in any of the reservoirs of the system may, however, when the watermaster and the Advisory Committee determines this to be in the interest of water conservation, be held temporarily in unoccupied space in any other reservoir in the system. And the City hereby consents to the making, with the approval of the watermaster, of annual exchanges of stored water among the various reservoirs of the system. No such temporary holding of water or such annual exchanges shall, however, deprive any entity of water accruing to space held for its benefit.

(b) During any storage season, the United States, after consultation with the Advisory Committee may release stored water from Palisades Reservoir for the maintenance of power production at Palisades dam power-plant and may store such water in American Falls Reservoir. The release of such water will be confined, however, in storage seasons when it appears that American Falls, Palisades, and Jackson Lake reservoirs will fail to fill, to water required for the maintenance of a minimum firm power production (estimated to be about 11,000,000 kilowatt-hours per

month at an average production of 15,000 kilowatts) and which can be stored in American Falls Reservoir; and no such release shall be made that will preclude the later delivery of water, by exchange or otherwise, to the upper valley entities entitled thereto.

Rental of Water; Sale of Space

15. (a) The City may rent stored water which has accrued to its credit in any reservoir of the system, but such rentals shall be for only one year at a time and at rates to be approved in advance by the Secretary and the Advisory Committee. Rates shall not exceed the annual costs under the City's obligations to the United States which are properly apportionable to such water, plus an amount sufficient to cover other annual costs of the City which are properly apportionable thereto.

(b) No sale of storage rights in the reservoir system, created or defined by this contract, shall be made except on terms and conditions approved by the Secretary.

Delivery of Water; Measurement and Losses

16. (a) To the extent that water is pumped from wells and from surface streams that flow into American Falls Reservoir, actual measurements at the well heads and at the discharge lines of other pumping plants delivering water for the City shall be made during each irrigation season. One-half of all water provided through the City's system for the use of its water users from any and all sources in any irrigation season shall be accounted for as water stored for the City as provided in article 10 and charged thereto, except an amount of 7,000 acre-feet of water in

each irrigation season until the first irrigation season beginning after a consolidation or merger has been made by the City with the water system of the City of Alameda when the amount shall be increased to 10,000 acre-feet of water to reflect prior uses of that city and other nearby communities. Delivery of water to the City that as above provided in this article is chargeable to stored water for any irrigation season, shall be limited, however, to the quantities of stored waters available as provided in article 10.

(b) The water chargeable to City stored water as provided in this article shall be determined during the irrigation season of each year. Corresponding credits shall be given by the watermaster to the water rights, whether natural flow or storage rights, that have been infringed on by pumping for the City. The amounts represented by such infringements, to whomsoever they shall accrue, shall be made up out of stored water available to the City under this agreement as necessary. The determination of the charges and the credits hereunder shall be under a formula to be devised by the watermaster, after consultation with the Advisory Committee, taking account as one factor the so-called Newell formula with respect to the inflow into American Falls Reservoir, as this formula is affected in the judgment of the watermaster, by the operation of this contract and by other factors that affect the formula. Departures from that formula shall be called to the attention of the Advisory Committee from time to time.



(c) In addition to other specific provisions as to the distribution of losses chargeable to stored water, there shall be charged against stored water held under this contract to the credit of the City in any reservoir of the system at the end of any irrigation season one and one-half percent (1½%) to offset evaporation losses. Such charge shall be made as of not later than the end of the ensuing storage season.

#### Ordering of Water

17. Under the plan of water use of the City, there will normally be no direct delivery from the Snake River of stored water. Therefore, the provisions of article 16 will govern as to the rights to water, whether charges therefor shall be against natural flow or stored water, matters of replacement of water from storage, and related problems. If the City should, however, construct facilities which would permit the direct delivery of stored water to it from the Snake River, such delivery shall be effected by the City giving notification to the watermaster, a reasonable period in advance, of the amount of water within its entitlements as stated in this agreement to be delivered for diversion by the City.

#### Complaints Regarding Water Supply

18. The United States and its officers, agents and employees in charge of reservoirs in the reservoir system and the watermaster will use their best efforts and best judgment to deliver to the City its proportionate share of the water to which it is entitled under this contract. Should the City feel aggrieved because of an alleged mistake or inaccuracy in the delivery of water or in the division of stored water among the parties

entitled to such water from the reservoir system, the City shall immediately report such alleged mistake or inaccuracy to the watermaster and to the official of the United States in charge of the reservoir involved. If the watermaster finds that the City's proportionate share of stored water is not being delivered, he will correct the error as early as possible. No liability, however, shall accrue against the United States, its officers, agents or employees, or the watermaster for damage, direct or indirect, arising by reason of shortages in the quantity of water available through the reservoir system by reason of drought, inaccuracy in distribution, hostile diversions by third parties, prior or superior claims, accident to or failure of the facilities comprising the reservoir system, whether or not attributable to negligence of officers, agents or employees of the United States, or other similar causes of whatsoever kind. Nor shall the City's obligations to the United States under this contract be reduced by reason of such shortages or interruptions.

Payment of Costs in Delivery and Distribution of Stored Water

19. (a) The City shall pay, in addition to its proportionate share of the costs of operation and maintenance of the Palisades Reservoir as provided under article 9 of this contract, its proportionate share of all costs of the delivery and distribution of water beyond the outlet works of the delivering reservoirs. These costs shall include, with respect to costs incurred by the United States, all costs and expense of whatsoever nature or kind in connection with, growing out of, or resulting from the distribution of stored water, the protection of stored water between the reservoir and the points of diversion from the river including the prevention of diversion of such water by parties not entitled thereto. Whatever costs of this

character are incurred by the United States shall be distributed among the City and all others on whose behalf such costs have been incurred on the basis that the operation and maintenance costs of the reservoir from which the water was delivered are distributed among the various rights. Unless otherwise agreed in writing by the Secretary and the Advisory Committee, such costs shall be paid annually and for billing purposes shall be included as part of the operation and maintenance costs under article 9 of this contract.

(b) The City shall also pay its proportionate share of the costs incurred by the watermaster in the delivery and distribution of water in accordance with the provisions of article 17 to the extent that those represent costs incurred other than by the activities of the United States in the delivery and distribution of water. The costs will be apportioned and paid in accordance with the provisions of the laws of the State of Idaho.

#### Computation of Costs

20. The costs which enter into the cost of operation and maintenance of the various reservoirs and the costs of delivery and distribution of water, portions of which costs are to be paid by the City, shall embrace all expenditures of whatsoever kind in relation to the function for which the charge is made, including, but without limitation by reason of this enumeration, cost of surveys and investigations, labor, property, material and equipment, engineering, legal, superintendence, administration, overhead, general expenses, inspection, special services, and damage claims of all

kinds whether or not involving the negligence of officers, agents or employees of the United States, but shall be exclusive of amounts which the law does not require to be repaid and which the Secretary determines as a matter of policy are to be treated as nonreimbursable.

Title to and Operation of Powerplant; Power Revenues

21. (a) Title to Palisades dam powerplant and all works incidental and appurtenant thereto, built or to be built by the United States, shall remain in the United States until otherwise provided by the Congress.

(b) All revenues derived from the sale or other use or disposal of power and energy developed at the Palisades dam powerplant shall be and remain the property of the United States.

(c) The United States, in its operations of the Palisades dam powerplant, will be governed by the provisions of article 14 and these criteria, among others: That the plant shall be operated so as to hold to a practicable minimum the loss of water that would otherwise be available for storage in the reservoir system for irrigation purposes; and that, until such time as a reregulating reservoir has been put into operation, wide fluctuations in the release of water to meet peak power loads will, during irrigation seasons, be confined to periods when this can be done without substantial variation from the flows that would otherwise be present in the river below the dam.

(d) Notwithstanding provisions to the contrary in this contract, the City consents to the operation of the Palisades dam powerplant, during a five-year period (but not beyond the end of the national defense emergency

as declared by Proclamation of the President No. 2914 dated December 16, 1950, 3 CFR 1950 Supp., p. 271), beginning with the date when the first unit of that plant is first placed in service, in the following manner:

In addition to normal operation at other times within the limits provided by this contract, the plant may be operated to produce an average of 60,000 kilowatts (217,440,000 kilowatt-hours) during the period October through February of each storage season when the flow of the river at the dam is equal to or greater than that for those months of the median year during the period 1928 through 1947 whenever such operation is required in the judgment of the Defense Electric Power Administrator, or his successors in functions, to help meet certified defense loads served from power systems with which the plant is interconnected, directly or indirectly.

Title to Storage Works; Miscellaneous Revenues

22. (a) Title to Palisades Dam and Reservoir and all works incidental and appurtenant thereto, built or to be built by the United States, shall remain in the United States until otherwise provided by the Congress.

(b) Having regard for the allocations of investment and repayment responsibilities, miscellaneous revenues realized in connection with the operation and maintenance of Palisades Dam and Reservoir and related costs shall be distributed annually as follows:

Twenty percent (20%) to be distributed among the City and other parties having storage rights in the reservoir on the same basis that operation and maintenance costs are distributed.

Eighty percent (80%) to remain the property of the United States.

Priority of Certain Existing and Future Water Rights

23. (a) In connection with Island Park Reservoir, located on the North Fork (Henrys Fork) of Snake River, the United States holds water license No. R-590, with a priority date of March 14, 1935, and license No. R-686, with a priority date of June 12, 1940. Notwithstanding the later priority of license No. R-686, the City hereby agrees that all storage rights held by the United States in connection with Island Park Reservoir may be treated as having the same priority as rights under license No. R-590.

(b) In connection with Idaho Permit No. 15134, a direct diversion permit with a priority date of March 30, 1921, held in connection with American Falls Reservoir, the United States may contract with American Falls Reservoir District No. 2 to recognize the right of that district to have water license No. 15134 exercised substantially as follows:

American Falls Reservoir District No. 2 to have the right to divert as natural flow during each irrigation season under water license No. 15134, having a March 30, 1921 priority, as follows: From May 1 of each irrigation season continuing during that season so long as there is natural flow

available for that priority, the first 1,700 cubic feet per second of flow to be available one-half (1/2) to American Falls Reservoir District No. 2 and one-half (1/2) to American Falls Reservoir, except that in any year in which American Falls Reservoir is full to capacity on April 30 or fills after that date, taking into account any water that may be temporarily stored to its credit in upstream reservoirs, all water diverted by American Falls Reservoir District No. 2 within the maximum of 1,700 cubic feet per second during the year prior to the initial storage draft on American Falls Reservoir after the reservoir finally fills in that year shall be considered as natural flow under water license No. 15134. Nothing herein shall prevent American Falls Reservoir District No. 2 from diverting water under said license prior to May 1 of a given irrigation season but all such diversions shall be charged as storage in the event the reservoir is not full on April 30 of that season or does not fill after April 30 of that season.

Water available at American Falls Reservoir for the March 30, 1921 priority under water license No. 15134, other than that to be available to American Falls Reservoir District No. 2 as above provided, to be available for storage in American Falls Reservoir.

And the City agrees that it will not oppose an adjudication of a natural flow right of the waters of the Snake River for the benefit of American Falls Reservoir District No. 2 consistent with the foregoing criteria. The contract by the United States with American Falls Reservoir District No. 2 shall be on the condition, however, that that district assume its proportionate share of the obligation for the cost of replacement power under the provisions of article 13. When such contract has become operative, the United States shall make application to the State of Idaho for amendment of water permit No. 15134 and the issuance thereunder with a priority date of March 30, 1921, requiring that the remainder of the right under the permit, 6,300 second-feet, to the extent such right remains outstanding, be used for storage in American Falls Reservoir, such right, however, if issued to the United States not to carry voting privileges in water users meetings under the laws of the State of Idaho. Such application shall, however, leave unaffected water license No. R-269 having a priority dated March 30, 1921.

(c) If the United States, under the Federal Reclamation Laws, hereafter constructs storage facilities on the Snake River or its tributaries above Milner Dam in addition to those now constructed or authorized to be constructed to provide water for irrigation purposes, the City hereby agrees that, notwithstanding the establishment of a storage right for such additional facilities with a priority subsequent to that assigned to Palisades Dam and Reservoir, the United States may hereafter contract with water users organizations which then have storage rights in Palisades Reservoir, to



operate not to exceed 300,000 acre-feet of such capacity for the storage of water for irrigation for the benefit of such organizations as though that capacity had a storage right of identical priority with that held for Palisades Dam and Reservoir.

Protection of Water Rights

24. In case any dispute arises as to the character, extent, priority or validity of any of the storage rights held in the name of the United States for the benefit of the City in connection with its rights under this contract, the United States may, independently of the City, bring and prosecute judicial proceedings for the determination of such dispute and take all other measures necessary toward the defense and protection of its water rights, and such proceedings may be brought and prosecuted by the City.

Refusal to Deliver Water in Case of Default

25. No water available to the City under this contract shall be delivered to or for the City if the City is in arrears in the advance payment of operation and maintenance charges owed to the United States, if any, or more than twelve (12) months in arrears in the payment of construction charge obligation instalments, or more than twelve (12) months in arrears in the payment of any other amount owed to the United States under this contract. The City shall refuse to deliver water to lands or parties who are in arrears in the advance payment of operation and maintenance charges due from such lands or parties to the United States or to the City, or to lands or parties who are in arrears more than twelve (12) months in the payment of amounts due from such lands or parties to the United States or

the City to the United States under this contract. The provisions of this article are not exclusive and shall not in any manner prevent the United States from exercising any other remedy given by this contract or by law to enforce the collection of any payments due under the terms of this contract.

Levies and Assessments by City; All Benefits  
Conditioned Upon Payment; Lien to Secure Obligations

26. (a) The City shall cause to be levied and collected all necessary assessments and charges against water users and will use all the authority and resources of the City (including, without limitation by reason of this enumeration, its power to create liens and to withhold the delivery of water) to meet the obligations of the City to the United States under this contract.

(b) Should the City fail to levy the assessments and other charges against any land or the owners thereof as required by this contract, or, having levied, should the City be prevented from collecting such assessments or other charges by any judicial proceedings or otherwise fail to collect them, such land and owners shall not be entitled to receive water made available under this contract and the City, except as otherwise ordered by a court of competent jurisdiction, shall not deliver such water to such lands or the owners thereof unless and until arrangements for its delivery satisfactory to the Secretary have been made.

(c) All construction charge obligations to the United States assumed by the City under this contract shall be and remain a lien on the City's storage rights in the reservoir system as defined in this contract

until paid or otherwise satisfied. Whenever the City is in default in the payment of any instalment of such charges, the Secretary may declare the entire construction obligation due and the lien therefor may be foreclosed in the manner provided by law for the foreclosure of a mortgage.

Lands for Which Water is Furnished;  
Limitations on Area

27. Pursuant to the provisions of the Federal Reclamation Laws, water made available to the City from space in the reservoir system for which the City is obligated to the United States for construction charges under the terms of this contract shall not be delivered to more than one hundred sixty (160) irrigable acres in the ownership of any one person or other entity nor more than three hundred twenty (320) irrigable acres held by a husband and wife as community property, except that delivery may be made to lands held in excess of this limitation pursuant to the provisions of section 46 of the act of May 25, 1926 (44 Stat. 649), as amended by the act of July 11, 1956 (70 Stat. 524). These limitations shall cease to operate when the construction charge obligation under this contract has been paid in full.

Termination or Modification of Excess  
Land Provisions

28. In the event there is a repeal of the so-called excess land provisions of the Federal Reclamation Laws, article 27 of this contract will no longer be of any force or effect, and, in the event these provisions are amended in material respects, the United States will, at the request of the City, negotiate amendments of these articles in order to conform them to the excess land provisions of the law as so amended.

Penalty for Delinquency in Payment

29. Every instalment or charge required to be paid to the United States under this contract which shall remain unpaid after it has become due and payable shall bear interest at the rate of one-half percent (1/2%) per month from the date of delinquency. The City shall impose, on delinquencies in the payment of assessments, other charges levied by it to meet its obligations under this contract, such penalties as it is authorized to impose under the laws of the State of Idaho.

Advisory Committee

30. (a) In its operation and maintenance of the various dams and reservoirs of the reservoir system, the United States, acting through the Regional Director of the Bureau of Reclamation or his designee or such other officer as may be designated in writing by the Secretary, shall consult from time to time with the Advisory Committee on the various matters specifically requiring consultation under the terms of this contract and on such other matters as will have a substantial bearing on the determination of the amount of stored water to be available in the various

reservoirs and on the costs of operation and maintenance of those reservoirs which are required to be borne by the space allocated to irrigation storage. The representative of the United States will meet with the Advisory Committee from time to time, but not less often than two times each year beginning with the calendar year 1953, at such dates and places as may be fixed by the Advisory Committee.

(b) Informal memoranda concerning working arrangements for the carrying out of the provisions of this article may be entered into from time to time between the Regional Director or other designated representative of the Secretary and the Advisory Committee.

(c) Beginning January 1, 1953, the Advisory Committee is agreed to be the Committee of Nine, as that committee may be constituted from time to time. The Committee of Nine shall continue to function as the Advisory Committee under this contract until a different representative body has been designated by a vote of the majority of the water users voting at any regular annual meeting of the water users of District No. 36 held as provided by law. Further designations of bodies to serve as the Advisory Committee may be made from time to time by this same election process.

#### Rules and Regulations

31. The Secretary reserves the right, after consultation with the Advisory Committee, to make such rules and regulations consistent with the provisions of this contract, as are proper and necessary to carry out its true intent and meaning, and as are proper and necessary to cover any

details of the administration or interpretation of the contract which are not covered by its express provisions. The City shall observe such rules and regulations.

Representative of the Secretary

32. Where this contract uses the term "Secretary", this shall be deemed to include in all cases the Under Secretary or any Assistant Secretary or other officer of the Department of the Interior of equal authority. Where this contract authorizes action by the Secretary, such action may also be taken for or on behalf of the Secretary by any representative duly authorized therefor in writing.

Notices

33. Any notice, demand or request required or authorized by this contract shall be deemed properly given, except where otherwise herein specifically provided, if mailed, postage prepaid, to the Project Superintendent (the present "project officer"), Bureau of Reclamation, Burley, Idaho, on behalf of the United States, and to the City Manager, City of Pocatello, Municipal Building, 220 East Center, Pocatello, Idaho, on behalf of the City. The designation of the person to be notified or the address of such person may be changed at any time by similar notice.

Discrimination Against Employees or Applicants  
For Employment Prohibited

34. (a) In connection with the performance of work under this contract, the City agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of the nondiscrimination clause. The City further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

(b) In the performance of any part of the work contemplated by this contract, the City shall not employ any person undergoing sentence of imprisonment at hard labor.

Contingent on Appropriations or Allotment of Funds

35. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by the Congress or the allotment of Federal funds, shall be contingent on such appropriations or allotments being made. The failure of the Congress to appropriate funds, or the failure of any allotment of funds, shall not, however, relieve the City from any obligations theretofore accrued under this contract, nor give the City the right to terminate this contract as to any of its executory features pending the appropriation or allotment of such funds. No liability shall accrue against the United States in case such funds are not so appropriated or allotted.

Assignments Prohibited;  
Successors and Assigns Obligated

36. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract, or any part thereof, or interest therein, shall be valid until approved by the Secretary.

Officials Not to Benefit

37. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

By /s/ H. T. Nelson  
Regional Director, Region I  
Bureau of Reclamation  
P. O. Box 937, Boise, Idaho

CITY OF POCATELLO

BY ITS BOARD OF COMMISSIONERS

/s/ H. B. Yearsley  
Commissioner

/s/ F. A. Burton  
Commissioner

/s/ W. R. Hearne  
Commissioner

/s/ Iavern C. Johnson  
Commissioner

/s/ Arilla Blackhurst  
Commissioner

/s/ J. Oren Clark, Jr.  
Commissioner

/s/ Margaret F. Paulsen  
Commissioner

(SEAL)

Attest:

/s/ Josephone Ball  
Clerk of the City of  
Pocatello



STATE OF IDAHO        )  
                          : ss.  
County of Bannock    )

On this 9th day of June 1959, before me personally appeared H. B. Yearsley, F. A. Burton, W. R. Hearne, Luvern C. Johnson, Arilla Blackhurst, J. Oren Clark, Jr., and Margaret F. Paulsen, to me known to be the members of the Board of Commissioners of the City of Pocatello, the corporation that executed the within and foregoing instrument. They acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said corporation.

IN WITNESS WHEREOF, I set my hand and affix my official seal the day and year first above written.

(SEAL)

/s/ B. D. Reese  
Notary Public in and for the  
State of Idaho  
Residing at Pocatello, Idaho

My commission expires July 21, 1960

STATE OF IDAHO     )  
                          ) ss.  
County of Ada     )

On this 8th day of January 1960, personally appeared before me H. T. Nelson, to me known to be the official of The United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

/s/ R. H. Harris  
Notary Public for Idaho  
Residing at Boise  
My commission expires: 6/18/61

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

**2ND AMENDED**

In Re SRBA )  
 )  
Case No. 39576 )

PARTIAL DECREE PURSUANT TO  
I.R.C.P. 54(b) FOR

Water Right 01-02068

DISTRICT COURT - SRBA  
Fifth Judicial District  
County of Twin Falls - State of Idaho

FEB 28 2020

By \_\_\_\_\_ Clerk  
Deputy Clerk

NAME AND ADDRESS: UNITED STATES OF AMERICA  
BUREAU OF RECLAMATION  
REGIONAL DIRECTOR PN CODE-3100  
1150 N CURTIS RD STE 100  
BOISE, ID 83706-1234

SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

QUANTITY: 940400.00 AFY

Total reservoir active capacity is 1,200,000 acre feet when filled to elevation 5620 and measured at the upstream face of the dam.

Water right nos. 01-2068, 01-10043, 01-10621A and 01-10621B are limited to the total combined annual diversion volume necessary to allocate a total of 1,200,000 acre-feet of irrigation storage water per year to the consumers or users of the irrigation storage water.

RECEIVED  
MAR 02 2020  
DEPARTMENT OF  
WATER RESOURCES

PRIORITY DATE: 07/28/1939

The United States, after consultation with the Watermaster and the Water District 1 Advisory Committee, may release stored water from Jackson Lake and Palisades reservoirs for the maintenance of power production at Palisades Dam powerplant and may store such water in American Falls Reservoir. The release of such water will be confined, however, when it appears to the Secretary that American Falls, Palisades, and Jackson Lake reservoirs will fail to fill, to not more than 1,000 cfs for minimum firm power production and that amount which can be stored in American Falls Reservoir; and no such release shall be made that will preclude the later delivery of water, by exchange or otherwise, to the upper valley entities entitled thereto. "Upper valley entities" shall mean those reservoir spaceholders diverting from the Snake River and its tributaries above American Falls Dam.

POINT OF DIVERSION: T01S R45E S17 SENE Within Bonneville County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation Storage	01-01 TO 12-31	940400.00 AFY
	Irrigation from Storage	03-15 TO 11-15	940400.00 AFY
	Power Storage	01-01 TO 12-31	940400.00 AFY
	Power from Storage	01-01 TO 12-31	940400.00 AFY

PLACE OF USE: Place of use for irrigation from storage is within the following counties: Fremont, Madison, Jefferson, Bonneville, Bingham, Bannock, Power, Minidoka, Cassia, Lincoln, Jerome, Twin Falls, Gooding, Teton, and Elmore.  
Place of use for storage is Palisades Reservoir, provided, however, that water under this right may be temporarily held in the unoccupied space of any of the reservoirs upstream of Milner Dam, located at township 10S, range 21E, sections 28 and 29, when determined by the Water District 01 Watermaster (as supervised by the Director of the Department of Water Resources), the Water District 01 advisory committee, and the United States Bureau of Reclamation that such temporary storage will

PLACE OF USE (continued)

maximize the storage of water upstream of Milner Dam.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

1. The name of the United States of America acting through the Bureau of Reclamation appears in the Name and Address section of this partial decree. However, as a matter of Idaho Constitutional and Statutory Law, title to the use of the water is held by the consumers or users of the water. The irrigation organizations act on behalf of the consumers or users to administer the use of the water for the landowners in the quantities and/or percentages specified in the contracts between the Bureau of Reclamation and the irrigation organizations for the benefit of the landowners entitled to receive distribution of this water from the respective irrigation organizations. The interest of the consumers or users of the water is appurtenant to the lands within the boundaries of or served by such irrigation organizations, and that interest is derived from law and is not based exclusively on the contracts between the Bureau of Reclamation and the irrigation organizations.
2. The allocation of storage to federal contractors and the location of that storage, including carryover storage, in the reservoir system shall be determined by the United States Bureau of Reclamation pursuant to federal reclamation law and contracts entered into between the United States and federal contractors. The Water District 01 Watermaster (as supervised by the Director of the Department of Water Resources) shall distribute the stored water in accordance with allocation instructions from the United States Bureau of Reclamation. "Reservoir system" shall mean all Federal reservoirs on the Snake River and its tributaries down to and including Lake Walcott, which store water for distribution pursuant to water right nos. 1-219, 1-2064, 1-2068, 1-4055, 1-10042, 1-10043, 1-10044, 1-10045, 1-10620, 1-10621A, 1-10621B, 1-10622, 1-10623, 21-2156, 21-4155, 21-10560, 21-13161, 21-13194, 25-7004, 25-14413A and 25-14413B.
3. This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
4. The operation, use and administration of this water right is subject to the terms and conditions of the Settlement Agreement signed on February 14, 2006 with Minidoka Irrigation District, Burley Irrigation District, Twin Falls Canal Company, North Side Canal Company and American Falls Reservoir District #2.
5. This decree does not alter, amend, or modify the contracts entered into between the various federal contractors and the United States Bureau of Reclamation, as amended, including but not limited to the contractual storage exchanges, in connection with the Palisades project and the Minidoka project, which contracts remain binding among the parties.
6. September 15th shall begin the annual period for water right accounting in the Upper Snake River Basin upstream of Milner Dam. The September 15th beginning date for this annual period is known as the "reset date" for reservoir volumes. The "reset date" allows previously satisfied reservoir water right volumes to begin filling again for the next annual storage volume period. The annual storage volume period will extend from September 15th to the following September 14th. Consistent with Section 8.3 of the 1990 Fort Hall Indian Water Rights Agreement, nothing in this provision is intended to impact the rights described and administered pursuant to that Section.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS

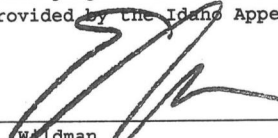
SRBA -Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

OTHER PROVISIONS (continued)

NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT  
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY  
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE  
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

  
\_\_\_\_\_  
Eric J. Wildman  
Presiding Judge of the  
Snake River Basin Adjudication

20220513

2021 SNAKE RIVER STORED WATER BY RESERVOIR

(ACRE-FEET)

RESERVOIR	SPACE	FILL	BLK LOSS & EVAP	YIELD
JACKSON LAKE	827527.8	827527.8	26005.9	801521.9
PALISADES	875315.3	712670.7	22396.4	690274.3
PALISADES WWS	244404.4	244404.4	7680.7	236723.7
HENRYS LAKE	88500.0	84451.4	2654.0	81797.4
ISLAND PARK	148190.8	111270.8	3496.8	107774.0
GRASSY LAKE	0.0	0.0	0.0	0.0
RIRIE	75500.0	71754.5	2255.0	69499.5
AMERICAN WWS	156830.0	156830.0	4928.6	151901.4
AMERICAN FALLS	1475504.4	1475504.4	46369.3	1429135.1
LAKE WALCOTT	95200.0	95200.0	2991.8	92208.2
RENTAL LTF	148521.3	0.0	0.0	0.0
PALISADES PWRH	157000.0	154225.2	4846.7	149378.5
SUB TOTAL	4292494.0	3933839.2	123625.1	3810214.1
MILNER	37000.0	60413.0	0.0	60413.0
TOTAL	4329494.0	3994252.2	123625.1	3870627.1



## 2021 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

## IRWIN TO LORENZO

NUMBER	USER	JACKSN	PALSDS	PL	USR	PL	WWS	HNRY	L	ISL	PK	GRSY	L	RIRIE	AM	WWS	AM	FLS	L	WLCT	RN	LTF	PL	PWR	RENTAL	TOTAL
13038150	EAST LABELLE	0	0	0	800	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	800.0	
13038151	B GROVER (5B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038180	RIGBY	0	4850	0	1450	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6300.0	
13038183	K FOSTER (5C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038201	WHITE ISLAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038204	DILTS LAT (6B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038205	DILTS (6A)	511	940	0	260	0	0	0	0	0	0	0	0	0	0	0	871	0	0	0	0	0	0	0	2582.0	
13038210	ISLAND (30A)	0	3390	0	1310	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4700.0	
13038225	W LBL&LG I (7A)	0	6000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6000.0	
13038305	PARKS & LEWSVL	0	2950	0	2550	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5500.0	
13038315	NORTH RIGBY	0	660	0	540	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1200.0	
13038340	WHITE DTCH (7B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038352	D PHILLIPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038356	VON BARON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038360	BRAMWELL (8A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038362	ELLIS (30B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038365	FRESH PAC (8B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038371	J T JONES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038372	C JONES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038375	A ZOHNER (7D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038382	W DABELL (7E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038384	D STOKER (7C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038385	SKAAR PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038386	J N ERICKSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038388	MATTSON-CRAIG	0	1290	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1290.0	
13038392	SUNNYDELL (29A)	4000	4920	0	1380	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10300.0	
13038393	B COVINGTON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038405	T PARKINSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038410	R GROVER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038415	BYBEE PMP (29B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038417	D CHENEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038422	L ROBINSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038426	LENROOT	5234	6320	0	1530	0	0	0	0	0	0	0	0	0	0	0	3805	0	0	0	0	0	0	0	16889.0	
13038428	R BURNS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038431	REID	1472	1220	0	1930	0	0	0	0	0	0	0	0	0	0	0	2507	0	0	0	0	0	0	0	7129.0	
13038434	TEXAS & LIBRTY	0	1420	0	3280	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4700.0	
13038435	BANNOCK JIM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038436	HILL PETTINGER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038437	NELSON COREY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038438	L HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
	TOTAL	60383	130990	0	48400	0	0	0	0	0	0	0	0	0	0	0	52689	0	2050	0	0	0	0	0	294512.0	











## 2021 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

## MAIN STEM HENRYS FRK

NUMBER	USER	JACKSN	PALSDS	PL	USR	PL	WWS	HNRY	L	ISL	PK	GRSY	L	RIRIE	AM	WWS	AM	FLS	L	WLCT	RN	LTF	PL	PWR	RENTAL	TOTAL
13049550	LAST CHANCE	0	0	0	0	0	9880	3306	0	0	0	0	0	0	0	0	0	0	0	167	0	0	0	0	0	13353.0
13049560	XCUT TO TETN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049561	XCUT FAL R(16B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049705	FARMERS FRIEND	0	0	0	0	0	0	4987	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4987.1
13049710	TWIN GROVES	0	0	0	0	0	0	4535	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4534.5
13049725	ST ANTH U(17A)	0	0	0	0	0	7375	5025	0	0	0	0	0	0	0	0	0	0	0	125	0	0	0	0	0	12524.8
13049805	SALEM UNION CA	0	0	0	0	0	22001	10467	0	0	0	0	0	0	0	0	0	0	0	373	0	0	0	0	0	32841.0
13050525	EGIN	0	0	0	0	0	7375	3465	0	0	0	0	0	0	0	0	0	0	0	125	0	0	0	0	0	10965.0
13050530	ST AN U FD(17B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13050535	INDEPENDENT	0	0	0	0	0	23718	10547	0	0	0	0	0	0	0	0	0	0	0	402	0	0	0	0	0	34667.0
13050545	CONSOLIDATED F	0	0	0	0	0	18151	10075	0	0	0	0	0	0	0	0	0	0	0	308	0	0	0	0	0	28533.8
	TOTAL	0	0	0	0	0	88500	54605	0	0	0	0	0	0	0	0	0	0	0	1500	0	0	0	0	0	144604.7









## 2021 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

## MISCELLANEOUS

NUMBER	USER	JACKSN	PALSDS	PL	USR	PL	WWS	HNRY	L	ISL	PK	GRSY	L	RIRIE	AM	WWS	AM	FLS	L	WLCT	RN	LTF	PL	PWR	RENTAL	TOTAL
99999100	POCATELLO CITY	0	26102		0		0		0		0		0	0		0		0		0	23898		0		0	50000.0
99999150	IWRB	0	5000		0		0		0		0		0	0		0		0		0	0		0		0	5000.0
99999200	FRE-MAD SNAKE	0	0		0		0		0		0		0	0		0		0		0	0		0		0	0.0
99999250	WYOMING COMPCT	0	33000		0		0		0		0		0	0		0		0		0	0		0		0	33000.0
99999300	PALISADES USRS	0	0	51572		560		0		0		0	0	0		0		0		0	1498		0		0	53630.0
99999350	IDAHO POWER CO	0	0		0		0		0		0		0	0		44275		0		0	0		0		0	44275.0
99999400	BUREAU OF REC	69	177		0		0		0		0		0	0		0		158		0	22491	157000		0	0	179895.0
99999410	ARTESIAN IRR	0	0		0		0		0		0		0	0		0		2794		0	0		0		0	2794.0
99999500	SNAKE UNALC BK	0	0		0		0		0		0		0	0		0		0		0	0		0		0	0.0
99999525	FREE-MAD TRANS	0	0		0		0		0		0		0	0		0		0		0	0		0		0	0.0
99999550	FRE-MAD MISC	0	0		0		0		0		0		0	0		0		0		0	0		0		0	0.0
99999600	F-M UNALLCATED	0	0		0		0		0	8684		0	0	0		0		0		0	2013		0		0	10697.2
99999700	MITIGATION INC	0	16360		0	2620		0		0		0	75500	0		0		0		0	5000		0		0	99480.0
99999725	GROUND WTR EX	0	0		0		0		0		0		0	0		0		0		0	0		0		0	0.0
99999950	MILNER	0	0		0		0		0		0		0	0		0		0		0	0		0		0	0.0
99999990	OTHER	0	0		0		0		0		0		0	0		0		0		0	0		0		0	0.0
	TOTAL	69	80639	51572		3180		0	8684		0	75500	0	47227		0	47227		0	54900	157000		0		0	478771.2



## PART 1

## 2021 WATER DISTRICT 1 RESERVOIR SPACE BY REACH ASSUMING FULL RESERVOIRS WITHOUT RENTAL POOL (ACRE-FEET)

RIVER REACH	JACKSON	PALISADES	PAL USR	PAL WWS	HENRYS LAKE	ISLAND PARK	GRASSY LAKE
IRWIN TO LORENZO	60383.0	130990.3	0.0	48400.0	0.0	0.0	0.0
LORENZO TO BLACKFOOT	181591.0	303838.4	0.0	69312.6	0.0	104.0	0.0
BLACKFOOT TO MILNER	579601.8	308275.1	0.0	123511.8	0.0	0.0	0.0
MAIN STEM HENRYS FRK	0.0	0.0	0.0	0.0	88500.0	54604.7	0.0
FALLS RIVER	5883.0	0.0	0.0	0.0	0.0	56908.8	0.0
TETON RIVER	0.0	0.0	0.0	0.0	0.0	27889.3	0.0
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	69.0	80639.3	51572.2	3180.0	0.0	8684.0	0.0
TOTAL	827527.8	823743.1	51572.2	244404.4	88500.0	148190.8	0.0

RIVER REACH	RIRIE	AM WWS	AM FALLS	LAKE WALCOTT	RNT LTF	PAL PWR	RENTAL POOL	TOTAL
IRWIN TO LORENZO	0.0	0.0	52689.0	0.0	2049.7	0.0	0.0	294512.0
LORENZO TO BLACKFOOT	0.0	0.0	161731.0	0.0	40672.0	0.0	0.0	757249.0
BLACKFOOT TO MILNER	0.0	156830.0	1203833.4	95200.0	49399.9	0.0	0.0	2516652.0
MAIN STEM HENRYS FRK	0.0	0.0	0.0	0.0	1500.0	0.0	0.0	144604.7
FALLS RIVER	0.0	0.0	10024.0	0.0	0.0	0.0	0.0	72815.8
TETON RIVER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	27889.3
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	75500.0	0.0	47227.0	0.0	54899.7	157000.0	0.0	478771.2
TOTAL	75500.0	156830.0	1475504.4	95200.0	148521.3	157000.0	0.0	4292494.0



## 2021 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL (ACRE-FEET)

## IRWIN TO LORENZO

NUMBER	USER	JACKSN	PALSDS	PL	USR	PL	WWS	HNRY	L	ISL	PK	GRSY	L	RIRIE	AM	WWS	AM	FLS	L	WLCT	RN	LTF	PL	PWR	RENTAL	TOTAL
13038150	EAST LABELLE	0	0	0	775	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	774.8	
13038151	B GROVER (5B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038180	RIGBY	0	4698	0	1404	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	192	6293.7	
13038183	K FOSTER (5C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038201	WHITE ISLAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038204	DILTS LAT (6B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038205	DILTS (6A)	495	77	0	252	0	0	0	0	0	0	0	0	0	0	844	0	0	0	0	0	0	0	0	1667.0	
13038210	ISLAND (30A)	0	3277	0	1269	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	174	4720.6	
13038225	W LBL&LG I (7A)	0	5155	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5155.5	
13038305	PARKS & LEWSVL	0	2857	0	2470	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5327.2	
13038315	NORTH RIGBY	0	639	0	523	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	1172.3	
13038340	WHITE DTCH (7B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038352	D PHILLIPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038356	VON BARON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038360	BRAMWELL (8A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038362	ELLIS (30B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038365	FRESH PAC (8B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038371	J T JONES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038372	C JONES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038375	A ZOHNER (7D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038382	W DABELL (7E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038384	D STOKER (7C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038385	SKAAR PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	100.0	
13038386	J N ERICKSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038388	MATTSON-CRAIG	0	1012	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	468	1480.2	
13038392	SUNNYDELL (29A)	3874	1771	0	1337	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2087	9068.6	
13038393	B COVINGTON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038405	T PARKINSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	100.0	
13038410	R GROVER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038415	BYBEE PMP (29B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038417	D CHENEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038422	L ROBINSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038426	LENROOT	5070	1000	0	1482	0	0	0	0	0	0	0	0	0	0	3685	0	0	0	0	0	0	0	3850	15086.6	
13038428	R BURNS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	63	63.0	
13038431	REID	1426	1182	0	1869	0	0	0	0	0	0	0	0	0	0	2428	0	0	0	0	0	0	0	0	6905.0	
13038434	TEXAS & LIBRTY	0	1375	0	3177	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-2000	2552.3	
13038435	BANNOCK JIM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038436	HILL PETTINGER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038437	NELSON COREY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
13038438	L HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
	TOTAL	58485	86442	0	46879	0	0	0	0	0	0	0	0	0	0	51033	0	0	0	0	0	0	0	12599	255437.9	



## 2021 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL (ACRE-FEET)

## LORENZO TO BLACKFOOT

NUMBER	USER	JACKSN	PALSDS	PL	USR	PL	WWS	HNRY	L	ISL	PK	GRSY	L	RIRIE	AM	WWS	AM	FLS	L	WLCT	RN	LTF	PL	PWR	RENTAL	TOTAL
13059050	IDAHO FLS POWR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059490	IF MONROC LYON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059505	WOODVILLE (22A)	3381	4756	0	296	0	0	0	0	0	0	0	0	0	0	0	5761	0	0	0	0	0	0	0	0	14194.0
13059510	WDVL PMP1 (22B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059513	MULBERRY PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059515	WDVL PMP2 (22C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059520	WDVL SIPH (22D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059523	GEM LAKE WILD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	70	0	70.0
13059525	SNKE R VY (23A)	29275	21799	0	132	0	0	0	0	0	0	0	0	0	0	0	24709	0	0	0	0	0	0	0	205	76120.6
13060050	A CORBETT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060055	P HILL (23B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060500	RESERV MITIG	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060501	RESERVATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060505	OXBOW PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061430	BLACKFOOT	7138	0	0	3923	0	0	0	0	0	0	0	0	0	0	0	11688	0	0	0	0	0	0	0	-500	22248.8
13061520	NEW LAVSD (24A)	0	9269	0	2111	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11380.7
13061521	ADAMS STH (25B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061523	ADAMS NTH (25C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061525	PEOPLES (25A)	19725	27566	0	2115	0	0	0	0	0	0	0	0	0	0	0	18838	0	0	0	0	0	0	0	-3749	64493.8
13061610	ABERDEEEN	68481	51293	0	22142	0	0	0	0	0	0	0	0	0	0	0	50621	0	0	0	0	0	0	0	18873	211408.7
13061625	SWID	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061650	CORBETT	1899	3991	0	2111	0	0	0	0	0	0	0	0	0	0	0	2418	0	0	0	0	0	0	0	-1150	9268.9
13061670	NIELSON-HANSEN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061677	R LAMBERT (26B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061685	LAVSD PMPS (24B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061705	RIVERSIDE (26A)	0	310	0	948	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-80	1178.2
13061995	DANSKIN	0	165	0	2111	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	800	3076.1
13062050	TREGO	734	2538	0	562	0	0	0	0	0	0	0	0	0	0	0	874	0	0	0	0	0	0	0	-1664	3043.3
13062051	JENSEN GROVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2006	2006.3
13062503	WEARYRICK	0	19	0	562	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-165	416.1
13062504	WADSWORTH (32A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062505	WADSWORTH (32B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062506	WATSON	0	1067	0	815	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-50	1831.9
13062507	PARSONS	0	831	0	132	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-120	842.8
	TOTAL	175884	231057	0	67134	0	76	0	0	0	0	0	0	0	0	0	156648	0	0	0	0	0	0	0	2474	633274.0

## 2021 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL (ACRE-FEET)

## BLACKFOOT TO MILNER

NUMBER	USER	JACKSN	PALSDS	PL	USR	PL	WWS	HNRY	L	ISL	PK	GRSY	L	RIRIE	AM	WWS	AM	FLS	L	WLCT	RN	LTF	PL	PWR	RENTAL	TOTAL
13075900	FT HALL MICHAU	0	60178	0	0	0	0	0	0	0	0	0	0	0	0	45456	0	0	0	0	0	0	0	-10330	95304.6	
13076400	FALLS IRRIGATI	0	38935	0	0	0	0	0	0	0	0	0	0	0	0	15136	0	0	0	0	0	0	0	-8000	46070.6	
13076500	AMERICAN FALLS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13076751	AMERICAN F LTF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077652	M OSBORN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077755	CALL FARMS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077775	R EVANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	100.0	
13080000	MINIDKA N(27A)	166110	2234	0	5161	0	0	0	0	0	0	0	0	0	0	79632	61318	0	0	0	0	0	0	-34418	280038.0	
13080500	MINIDKA S(27B)	0	35380	0	2588	0	0	0	0	0	0	0	0	0	0	150512	30890	0	0	0	0	0	0	8658	228027.4	
13081000	LAKE WALCOTT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13081400	MINIDOKA POWER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13081750	LHC PROP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084590	L LEBSACK	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084598	MID MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084599	MILNER MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084610	LAW-KER FAMRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084640	BURLEY GC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084650	CITY OF BURLEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084655	SIMPLOT FTLZR	0	2421	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2421.4
13084690	AMALGA SUGAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084691	JACKSON 4K	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084710	R TILLEY PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084720	MILLERCOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084725	K SANDMANN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085270	H SCHODDE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085275	PR ENT #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085300	PR ENT #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085350	SWID PUMPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13788	13787.5	
13085390	P HOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085400	V HOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085500	A & B IRR DIST	0	87947	0	0	0	0	0	0	0	0	0	0	0	0	44511	0	0	0	0	0	0	0	7488	139945.7	
13085800	PA LATERL(28B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086000	MILNER IRRIG	0	43102	0	0	0	0	0	0	0	0	0	0	0	0	39664	0	0	0	0	0	0	0	3336	86101.8	
13086510	A LATERL (28C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086512	J BRUNE (28D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086520	NS XCUT (28E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086530	RES DIST #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	381182	0	0	0	0	0	0	0	25063	406245.3	
13087000	NRTHSDE TF(28A)	302202	0	0	111882	0	0	0	0	0	0	0	0	0	8957	408780	0	0	0	0	0	0	0	31210	863030.7	
13087500	TWIN FALLS SOU	93075	0	0	0	0	0	0	0	0	0	0	0	0	142944	1128	0	0	0	0	0	0	0	34243	271390.6	
	TOTAL	561387	270197	0	119630	0	0	0	0	0	0	0	0	0	1519011	1166002	92208	0	0	0	0	0	0	71138	2432463.8	





## 2021 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL (ACRE-FEET)

## MAIN STEM HENRYS FRK

NUMBER	USER	JACKSN	PALSDS	PL	USR	PL	WWS	HNRY	L	ISL	PK	GRSY	L	RIRIE	AM	WWS	AM	FLS	L	WLCT	RN	LTF	PL	PWR	RENTAL	TOTAL
13049550	LAST CHANCE	0	0	0	0	0	9132	2404	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3904	15440.0
13049560	XCUT TO TETN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049561	XCUT FAL R(16B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049705	FARMERS FRIEND	0	0	0	0	0	0	0	3627	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1387	5014.0
13049710	TWIN GROVES	0	0	0	0	0	0	0	3298	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1643	4940.8
13049725	ST ANTH U(17A)	0	0	0	0	0	6816	3654	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11845	22315.9
13049805	SALEM UNION CA	0	0	0	0	0	20335	7612	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-396	27550.6
13050525	EGIN	0	0	0	0	0	6816	2520	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2622	11958.7
13050530	ST AN U FD(17B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13050535	INDEPENDENT	0	0	0	0	0	21922	7670	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1808	31399.9
13050545	CONSOLIDATED F	0	0	0	0	0	16776	7327	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1416	25519.2
	TOTAL	0	0	0	0	0	81797	39712	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24724	146234.0





## 2021 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL (ACRE-FEET)

## WILLOW CREEK

NUMBER	USER	JACKSN	PALSDS	PL	USR	PL	WWS	HNRY	L	ISL	PK	GRSY	L	RIRIE	AM	WWS	AM	FLS	L	WLCT	RN	LTF	PL	PWR	RENTAL	TOTAL
13057938	LOERTSCHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057950	RIRIE RESRVR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058015	BOYD FOSTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058050	CENTURY HOLDIN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1000	0	1000.0
13058090	SCHWENDIMAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058105	LOVELL # 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058125	FERGUSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058145	LOVELL # 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058165	W REID #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058210	SARGENT & SUMM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058230	DURTSCHI PUMPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058250	W REED #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058265	FOSTER-SARGENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058270	SPERRY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058280	BRINKERHOFF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058290	ORVAL AVERY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058310	ROY AVERY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058330	STUCKI PUMPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058340	SCHWENDIMAN #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058350	O AVERY PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058370	ROY COOPER SAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058380	ROY COOPER WIL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058508	D KEELER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058510	PROGRESSIVE SA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058512	BEAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058514	W & O COOPER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058515	IDAHO FR SAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058519	DEMICK	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058530	PROGRESSIVE WI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
	TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1000	1000.0

## 2021 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL (ACRE-FEET)

## MISCELLANEOUS

NUMBER	USER	JACKSN	PALSDS	PL	USR	PL	WWS	HNRY	L	ISL	PK	GRSY	L	RIRIE	AM	WWS	AM	FLS	L	WLCT	RN	LTF	PL	PWR	RENTAL	TOTAL	
99999100	POCATELLO CITY	0	25282		0		0		0		0		0	0		0		0		0		0		0	-5519	19762.7	
99999150	IWRB	0	4843		0		0		0		0		0	0		0		0		0		0		0	0	4842.9	
99999200	FRE-MAD SNAKE	0	0		0		0		0		0		0	0		0		0		0		0		0	0	0.0	
99999250	WYOMING COMPCT	0	31963		0		0		0		0		0	0		0		0		0		0		0	-10000	21962.9	
99999300	PALISADES USRS	0	0	39108		542		0		0		0	0	0		0		0		0		0		0	10000	49650.1	
99999350	IDAHO POWER CO	0	0		0		0		0		0		0	0		0	42884		0	0		0		0	0	42883.6	
99999400	BUREAU OF REC	67	171		0		0		0		0		0	0		0		153		0		0	149379	100100	249869.8		
99999410	ARTESIAN IRR	0	0		0		0		0		0		0	0		0		2706		0		0		0	0	2706.2	
99999500	SNAKE UNALC BK	0	0		0		0		0		0		0	0		0		0		0		0		0	0	0.0	
99999525	FREE-MAD TRANS	0	0		0		0		0		0		0	0		0		0		0		0		0	0	0.0	
99999550	FRE-MAD MISC	0	0		0		0		0		0		0	0		0		0		0		0		0	0	0.0	
99999600	F-M UNALLCATED	0	0		0		0		0	6316		0	0	0		0		0		0		0		0	-649	5666.7	
99999700	MITIGATION INC	0	1212		0	2538		0		0		0	69500		0		0		0		0		0		0	-6000	67248.8
99999725	GROUND WTR EX	0	0		0		0		0		0		0	0		0		0		0		0		0	0	0.0	
99999950	MILNER	0	0		0		0		0		0		0	0		0		0		0		0		0	-11532	-11531.7	
99999990	OTHER	0	0		0		0		0		0		0	0		0		0		0		0		0	0	0.0	
	TOTAL	67	63471	39108		3080		0	6316		0	69500		0	45743		0	45743		0		0	149379	76400	453062.0		

## PART 2

2021 WATER DISTRICT 1 RESERVOIR STORAGE BY REACH AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL (ACRE-FEET)

RIVER REACH	JACKSON	PALISADES	PAL USR	PAL WWS	HENRYS LAKE	ISLAND PARK	GRASSY LAKE
IRWIN TO LORENZO	58485.4	86441.7	0.0	46879.0	0.0	0.0	0.0
LORENZO TO BLACKFOOT	175884.3	231057.0	0.0	67134.3	0.0	75.6	0.0
BLACKFOOT TO MILNER	561387.1	270197.0	0.0	119630.3	0.0	0.0	0.0
MAIN STEM HENRYS FRK	0.0	0.0	0.0	0.0	81797.4	39712.1	0.0
FALLS RIVER	5698.1	0.0	0.0	0.0	0.0	41387.8	0.0
TETON RIVER	0.0	0.0	0.0	0.0	0.0	20282.9	0.0
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	66.8	63470.9	39107.7	3080.1	0.0	6315.6	0.0
TOTAL	801521.8	651166.6	39107.7	236723.7	81797.4	107774.0	0.0

RIVER REACH	RIRIE	AM WWS	AM FALLS	LAKE WALCOTT	RNT LTF	PAL PWR	RENTAL POOL	TOTAL
IRWIN TO LORENZO	0.0	0.0	51033.2	0.0	0.0	0.0	12598.7	255437.9
LORENZO TO BLACKFOOT	0.0	0.0	156648.4	0.0	0.0	0.0	2474.4	633274.0
BLACKFOOT TO MILNER	0.0	151901.4	1166001.6	92208.2	0.0	0.0	71138.0	2432463.8
MAIN STEM HENRYS FRK	0.0	0.0	0.0	0.0	0.0	0.0	24724.5	146234.0
FALLS RIVER	0.0	0.0	9709.0	0.0	0.0	0.0	15454.3	72249.2
TETON RIVER	0.0	0.0	0.0	0.0	0.0	0.0	13951.9	34234.8
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	1000.0	1000.0
MISCELLANEOUS	69499.5	0.0	45742.8	0.0	0.0	149378.5	76400.1	453062.0
TOTAL	69499.5	151901.4	1429135.1	92208.2	0.0	149378.5	217741.9	4027955.8

TABLE 21. 2021 STORED WATER ACCOUNTS - IRWIN TO LORENZO (ACRE-FEET)

NUMBER	NAME	STORAGE OR RENTAL POOL		REVERTED TO SPACEHOLDER		BALANCE	ADJUST- MENT	EXCESS USED	CARRY- OVER
		STORAGE ALLOCATED	PURCHASE, SUPPLY (-)	STORAGE USED	RENTAL POOL FROM USER				
13032510	P BYRD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032515	BOY SCOUT PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032520	A ROSTAD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032920	R ROSE	0.0	0.0	10.1	0.0	-10.1	10.1 a)	0.0	0.0
13033010	PALISADES CNL	0.0	100.0 b)	896.1	0.0	-796.1	796.1 a)	0.0	0.0
13033643	J FLEMING	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033650	MERT OGDEN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033660	LYNN DIXON	0.0	0.0	199.0	0.0	-199.0	199.0 a)	0.0	0.0
13033698	J CHICK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13034460	L JACOBSON	0.0	0.0	161.7	0.0	-161.7	161.7 a)	0.0	0.0
13037305	I SPAULDING	0.0	0.0	59.1	0.0	-59.1	59.1 a)	0.0	0.0
13037490	B FOSTER	0.0	0.0	1112.4	0.0	-1112.4	1112.4 c)	0.0	0.0
13037505	ANDERSON (1A)	50166.3	-2121.0 c)	42987.5	0.0	5057.8	-5897.5 a)	839.7	0.0
13037510	M & M CATTLE	0.0	0.0	262.4	0.0	-262.4	262.4 a)	0.0	0.0
13037855	M NEWBY #1 (2A)	0.0	0.0	263.1	0.0	-263.1	263.1 a)	0.0	0.0
13037860	M NEWBY #2 (2B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037880	M NEWBY #3 (2C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037975	EAGLE ROCK (1B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037980	FARMERS FRIEND	9075.6	2931.7 c)	11515.2	0.0	492.1	510.2 a)	0.0	1002.3
13037985	ENTERPRIZE	24477.5	-3670.0 c)	19910.5	0.0	897.0	112.6 a)	0.0	1009.6
13037997	C HICKMAN	0.0	0.0	11.7	0.0	-11.7	11.7 a)	0.0	0.0
13038025	BUTLER ISLAND	242.1	0.0	23.8	0.0	218.3	0.0	0.0	218.3
13038030	ROSS AND RAND	0.0	0.0	11.1	0.0	-11.1	11.1 a)	0.0	0.0
13038050	STEELE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038055	HARRISON	45789.3	-1336.0 h)	38806.2	0.0	5647.1	120.4 a)	0.0	5767.5
13038065	CHENEY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038075	G SCOTT #1 (3A)	0.0	0.0	13.7	0.0	-13.7	0.0	13.7	0.0
13038079	J BROWN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038081	G SCOTT #2 (3B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038084	SUBDIV PUMP	0.0	0.0	18.3	0.0	-18.3	0.0	18.3	0.0
13038085	RUDY	8882.6	7674.3 b)	21904.8	0.0	-5347.9	3429.2 a)	1918.7	0.0
13038090	LOWDER SLOUGH	1496.9	100.0 b)	1619.2	0.0	-22.3	206.0 a)	0.0	183.7
13038098	KITE & NORD	0.0	0.0	238.8	0.0	-238.8	238.8 a)	0.0	0.0
13038110	BURGESS (4A)	46511.6	3875.5 c)	50437.0	0.0	-49.9	-150.4 c)	200.3	0.0
13038113	M H HILL	0.0	0.0	277.5	0.0	-277.5	197.6 a)	79.9	0.0
13038115	CLARK & ED (5A)	774.9	0.0	507.9	0.0	267.0	0.0	0.0	267.0
13038145	CROFT	0.0	0.0	110.5	0.0	-110.5	110.5 a)	0.0	0.0
13038146	MARVIN MILLER	0.0	0.0	74.2	0.0	-74.2	74.2 a)	0.0	0.0
13038147	J EDWARDS (5D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038148	G HOLMAN	0.0	0.0	5.6	0.0	-5.6	5.6 a)	0.0	0.0
13038149	G MUMA	0.0	0.0	7.0	0.0	-7.0	7.0 a)	0.0	0.0



TABLE 21. CONTINUED

NUMBER	NAME	STORAGE OR RENTAL POOL		REVERTED TO		RETURN TO	BALANCE	ADJUST- MENT	EXCESS USED	CARRY- OVER
		STORAGE ALLOCATED	PURCHASE, SUPPLY (-)	STORAGE USED	RENTAL POOL FROM USER	SPACEHOLDER FROM RENTAL POOL				
13038150	EAST LABELLE	774.8	0.0	446.7	0.0	0.0	328.1	0.0	0.0	328.1
13038151	B GROVER (5B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038180	RIGBY	6102.0	191.7 c)	5137.7	0.0	0.0	1156.0	0.0	0.0	1156.0
13038183	K FOSTER (5C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038201	WHITE ISLAND	0.0	0.0	141.6	0.0	0.0	-141.6	141.6 d)	0.0	0.0
13038204	DILTS LAT (6B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038205	DILTS (6A)	1667.0	0.0	1494.9	0.0	0.0	172.1	0.0	0.0	172.1
13038210	ISLAND (30A)	4546.2	174.4 b)	1889.7	0.0	0.0	2830.9	0.0	0.0	2830.9
13038225	W LBL&LG I (7A)	5155.5	0.0	1261.9	0.0	0.0	3893.6	-473.4 c)	0.0	3420.2
13038305	PARKS & LEWSVL	5327.2	0.0	3034.7	0.0	0.0	2292.5	-179.1 c)	0.0	2113.4
13038315	NORTH RIGBY	1162.3	10.0 b)	529.2	0.0	0.0	643.1	0.0	0.0	643.1
13038340	WHITE DTCH (7B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038352	D PHILLIPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038356	VON BARON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038360	BRAMWELL (8A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038362	ELLIS (30B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038365	FRESH PAC (8B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038371	J T JONES	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038372	C JONES	0.0	0.0	160.0	0.0	0.0	-160.0	160.0 d)	0.0	0.0
13038375	A ZOHNER (7D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038382	W DABELL (7E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038384	D STOKER (7C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038385	SKAAR PUMP	0.0	100.0 b)	200.1	0.0	0.0	-100.1	0.0	100.1	0.0
13038386	J N ERICKSON	0.0	0.0	1038.9	0.0	0.0	-1038.9	1038.9 a)	0.0	0.0
13038388	MATTSON-CRAIG	1011.8	468.4 c)	1211.0	0.0	0.0	269.2	0.0	0.0	269.2
13038392	SUNNYDELL (29A)	6982.1	2086.5 c)	8637.4	0.0	0.0	431.2	888.0 c)	0.0	1319.2
13038393	B COVINGTON	0.0	0.0	1107.4	0.0	0.0	-1107.4	1107.4 c)	0.0	0.0
13038405	T PARKINSON	0.0	100.0 b)	532.9	0.0	0.0	-432.9	432.9 a)	0.0	0.0
13038410	R GROVER	0.0	0.0	425.3	0.0	0.0	-425.3	425.3 a)	0.0	0.0
13038415	BYBEE PMP (29B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038417	D CHENEY	0.0	0.0	50.9	0.0	0.0	-50.9	13.8 a)	37.1	0.0
13038422	L ROBINSON	0.0	0.0	92.8	0.0	0.0	-92.8	92.8 a)	0.0	0.0
13038426	LENROOT	11236.4	3850.2 c)	14295.0	0.0	0.0	791.6	53.8 c)	0.0	845.4
13038428	R BURNS	0.0	63.0 b)	63.1	0.0	0.0	-0.1	0.0	0.1	0.0
13038431	REID	6905.0	0.0	4803.1	0.0	0.0	2101.9	-1.5 n)	0.0	2100.4
13038434	TEXAS & LIBRTY	4552.3	-2000.0 c)	420.7	0.0	0.0	2131.6	1.5 n)	0.0	2133.1
13038435	BANNOCK JIM	0.0	0.0	319.4	0.0	0.0	-319.4	319.4 a)	0.0	0.0
13038436	HILL PETTINGER	0.0	0.0	914.9	0.0	0.0	-914.9	818.1 a)	96.8	0.0
13038437	NELSON COREY	0.0	0.0	20.2	0.0	0.0	-20.2	20.2 a)	0.0	0.0
13038438	L HILL	0.0	0.0	38.3	0.0	0.0	-38.3	0.0	38.3	0.0
	TOTAL	242839.2	12598.7	239712.2	0.0	0.0	15725.7	6710.6	3343.0	25779.4



TABLE 22. CONTINUED

NUMBER	NAME	STORAGE OR RENTAL POOL		REVERTED TO		RETURN TO	BALANCE	ADJUST- MENT	EXCESS USED	CARRY- OVER
		STORAGE ALLOCATED	PURCHASE, SUPPLY (-)	STORAGE USED	RENTAL POOL FROM USER	SPACEHOLDER FROM RENTAL POOL				
13059490	IF MONROC LYON	0.0	0.0	323.4	0.0	0.0	-323.4	323.4 e)	0.0	0.0
13059505	WOODVILLE (22A)	14194.0	0.0	9622.2	0.0	0.0	4571.8	-155.6 c)	0.0	4416.2
13059510	WDVL PMP1 (22B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059513	MULBERRY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059515	WDVL PMP2 (22C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059520	WDVL SIPH (22D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059523	GEM LAKE WILDL	0.0	70.0 b)	130.6	0.0	0.0	-60.6	6.2 a)	54.4	0.0
13059525	SNKE R VY (23A)	75915.7	204.9 c)	35619.1	0.0	0.0	40501.5	-1978.1 q)	0.0	38523.4
13060050	A CORBETT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060055	P HILL (23B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060500	RESERV MITIG	0.0	0.0	57256.1	0.0	0.0	-57256.1	57256.1 l)	0.0	0.0
13060501	RESERVATION	0.0	0.0	16.4	0.0	0.0	-16.4	16.4 r)	0.0	0.0
13060505	OXBOW PUMP	0.0	0.0	270.6	0.0	0.0	-270.6	270.6 c)	0.0	0.0
13061430	BLACKFOOT	22748.8	-500.0 c)	13435.9	0.0	0.0	8812.9	0.0	0.0	8812.9
13061520	NEW LAVSD (24A)	11380.7	0.0	1310.7	0.0	0.0	10070.0	-162.0 a)	0.0	9908.0
13061521	ADAMS STH (25B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061523	ADAMS NTH (25C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061525	PEOPLES (25A)	68242.8	-3749.0 c)	46970.6	0.0	0.0	17523.2	0.0	0.0	17523.2
13061610	ABERDEEEN	192536.0	18872.7 b)	211408.7	0.0	0.0	0.0	0.0	0.0	0.0
13061625	SWID	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061650	CORBETT	10418.9	-1150.0 h)	504.9	0.0	0.0	8764.0	0.0	0.0	8764.0
13061670	NIELSON-HANSEN	0.0	0.0	768.4	0.0	0.0	-768.4	0.0	768.4	0.0
13061677	R LAMBERT (26B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061685	LAVSD PMPS (24B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061705	RIVERSIDE (26A)	1258.2	-80.0 h)	227.1	0.0	0.0	951.1	-103.0 c)	0.0	848.1
13061995	DANSKIN	2276.1	800.0 h)	894.1	0.0	0.0	2182.0	0.0	0.0	2182.0
13062050	TREGO	4707.3	-1664.0 c)	2239.7	0.0	0.0	803.6	0.0	0.0	803.6
13062051	JENSEN GROVE	0.0	2006.3 h)	3984.4	0.0	0.0	-1978.1	1978.1 q)	0.0	0.0
13062503	WEARYRICK	581.1	-165.0 h)	173.0	0.0	0.0	243.1	0.0	0.0	243.1
13062504	WADSWORTH (32A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062505	WADSWORTH (32B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062506	WATSON	1881.9	-50.0 h)	216.2	0.0	0.0	1615.7	0.0	0.0	1615.7
13062507	PARSONS	962.8	-120.0 h)	331.3	0.0	0.0	511.5	0.0	0.0	511.5
	TOTAL	630799.6	2474.4	475604.4	8.4	0.0	157661.2	61275.0	828.6	219764.8

TABLE 23. 2021 STORED WATER ACCOUNTS - BLACKFOOT TO MILNER (ACRE-FEET)

NUMBER	NAME	STORAGE OR RENTAL POOL		REVERTED TO RENTAL POOL		RETURN TO SPACEHOLDER FROM RENTAL POOL		BALANCE	ADJUST- MENT	EXCESS USED	CARRY- OVER
		STORAGE ALLOCATED	PURCHASE, SUPPLY (-)	STORAGE USED	FROM USER	RENTAL POOL	RENTAL POOL				
13075900	FT HALL MICHAU	105634.6	-10330.0 c)	37997.3	0.0	0.0	57307.3	-16.4 r)	0.0	57290.9	
13076400	FALLS IRRIGATI	54070.6	-8000.0 h)	24412.8	0.0	0.0	21657.8	0.0	0.0	21657.8	
13077652	M OSBORN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
13077755	CALL FARMS	0.0	0.0	390.3	0.0	0.0	-390.3	390.3 a)	0.0	0.0	
13077775	R EVANS	0.0	100.0 b)	307.3	0.0	0.0	-207.3	0.0	207.3	0.0	
13080000	MINIDKA N(27A)	314456.0	-34418.0 c)	222382.6	0.0	0.0	57655.4	7737.1 c)	0.0	65392.5	
13080500	MINIDKA S(27B)	219369.4	8658.0 c)	170519.6	0.0	0.0	57507.8	3819.4 c)	0.0	61327.2	
13081750	LHC PROP	0.0	0.0	117.0	0.0	0.0	-117.0	117.0 f)	0.0	0.0	
13084590	L LEBSACK	0.0	0.0	145.8	0.0	0.0	-145.8	145.8 g)	0.0	0.0	
13084598	MID MISC	0.0	0.0	201.1	0.0	0.0	-201.1	201.1 f)	0.0	0.0	
13084599	MILNER MISC	0.0	0.0	234.6	0.0	0.0	-234.6	0.0	234.6	0.0	
13084610	LAW-KER FAMRS	0.0	0.0	119.8	0.0	0.0	-119.8	119.8 f)	0.0	0.0	
13084640	BURLEY GC	0.0	0.0	196.0	0.0	0.0	-196.0	196.0 g)	0.0	0.0	
13084650	CITY OF BURLEY	0.0	0.0	133.8	0.0	0.0	-133.8	133.8 g)	0.0	0.0	
13084655	SIMPLOT FTLZR	2421.4	0.0	0.0	0.0	0.0	2421.4	0.0	0.0	2421.4	
13084690	AMALGA SUGAR	0.0	0.0	42.1	0.0	0.0	-42.1	42.1 g)	0.0	0.0	
13084691	JACKSON 4K	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
13084710	R TILLEY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
13084720	MILLERCOORS	0.0	0.0	319.8	0.0	0.0	-319.8	319.8 g)	0.0	0.0	
13084725	K SANDMANN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
13085270	H SCHODDE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
13085275	PR ENT #1	0.0	0.0	114.5	0.0	0.0	-114.5	114.5 g)	0.0	0.0	
13085300	PR ENT #2	0.0	0.0	91.0	0.0	0.0	-91.0	91.0 g)	0.0	0.0	
13085350	SWID PUMPS	0.0	13787.5 c)	16420.4	0.0	0.0	-2632.9	2527.9 a)	105.0	0.0	
13085390	P HOBSON	0.0	0.0	267.7	0.0	0.0	-267.7	267.7 g)	0.0	0.0	
13085400	V HOBSON	0.0	0.0	217.6	0.0	0.0	-217.6	217.6 a)	0.0	0.0	
13085500	A & B IRR DIST	132457.7	7488.0 c)	66257.3	0.0	0.0	73688.4	0.0	0.0	73688.4	
13085800	PA LATERL(28B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
13086000	MILNER IRRIG	82765.6	3336.2 c)	60852.1	0.0	0.0	25249.7	2197.8 c)	0.0	27447.5	
13086510	A LATERL (28C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
13086512	J BRUNE (28D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
13086520	NS XCUT (28E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
13086530	RES DIST #2	381182.3	25063.0 c)	406257.1	0.0	0.0	-11.8	1000.0 c)	0.0	988.2	
13087000	NRTHSDE TF(28A)	831820.7	31210.0 c)	741595.2	0.0	0.0	121435.6	510.0 c)	0.0	121945.6	
13087500	TWIN FALLS SOU	237147.3	34243.3 c)	254198.1	0.0	0.0	17192.5	-3612.0 c)	0.0	13580.5	
	TOTAL	2361325.8	71138.0	2003790.9	0.0	0.0	428672.9	16520.3	546.9	445740.1	



TABLE 24. CONTINUED

NUMBER	NAME	STORAGE OR RENTAL POOL		STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
		STORAGE ALLOCATED	PURCHASE, SUPPLY (-)							
13049550	LAST CHANCE	11536.1	3903.9 c)	4991.9	0.0	0.0	10448.1	0.0	0.0	10448.1
13049560	XCUT TO TETN	0.0	0.0	2758.2	0.0	0.0	-2758.2	0.0	2758.2	0.0
13049561	XCUT FAL R(16B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049705	FARMERS FRIEND	3626.9	1387.1 c)	2401.3	0.0	0.0	2612.7	0.0	0.0	2612.7
13049710	TWIN GROVES	3297.8	1643.0 c)	5337.2	0.0	0.0	-396.4	0.0	396.4	0.0
13049725	ST ANTH U(17A)	10470.8	11845.1 c)	14923.7	0.0	0.0	7392.2	0.0	0.0	7392.2
13049805	SALEM UNION CA	27947.0	-396.4 c)	21555.9	0.0	0.0	5994.7	0.0	0.0	5994.7
13050525	EGIN	9336.4	2622.3 c)	5252.8	0.0	0.0	6705.9	0.0	0.0	6705.9
13050530	ST AN U FD(17B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13050535	INDEPENDENT	29592.2	1807.7 c)	4492.3	0.0	0.0	26907.6	0.0	0.0	26907.6
13050545	CONSOLIDATED F	24103.4	1415.8 c)	19725.8	0.0	0.0	5793.4	0.0	0.0	5793.4
	TOTAL	121509.5	24724.5	82699.8	142.4	0.0	63391.8	233.9	3217.8	66843.5

TABLE 25. 2021 STORED WATER ACCOUNTS - FALLS RIVER (ACRE-FEET)

NUMBER	NAME	STORAGE OR RENTAL POOL		REVERTED TO SPACEHOLDER		BALANCE	ADJUST- MENT	EXCESS USED	CARRY- OVER	
		STORAGE ALLOCATED	PURCHASE, SUPPLY (-)	STORAGE USED	RENTAL POOL FROM USER					FROM RENTAL POOL
13047305	YELLOWSTONE	1478.2	686.6 c)	3084.6	0.0	0.0	-919.8	1513.4 a)	0.0	593.6
13047474	ATCHLEY P(9E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047475	MARYSVILLE (9A)	14348.8	4388.3 c)	18142.8	0.0	0.0	594.3	0.0	0.0	594.3
13047515	F & L GRIFFEL	155.9	102.4 c)	184.2	0.0	0.0	74.1	0.0	0.0	74.1
13047565	R BAUM	0.0	0.0	198.7	0.0	0.0	-198.7	0.0	198.7	0.0
13047568	ORME PLACE	39.0	10.6 b)	0.0	10.6	0.0	39.0	0.0	0.0	39.0
13047570	G/6 (9F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047575	FRMRS OWN(11A)	5602.9	1660.6 b)	3555.9	0.0	0.0	3707.6	0.0	0.0	3707.6
13047605	W SCAFE	78.0	21.2 b)	23.8	0.0	0.0	75.4	0.0	0.0	75.4
13047615	R STURM #2 (9G)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047616	R STURM #1 (9H)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047625	M GRIFFEL	0.0	0.0	180.7	0.0	0.0	-180.7	160.9 a)	19.8	0.0
13047635	L LOOSLI #2	201.9	54.9 b)	190.5	0.0	0.0	66.3	0.0	0.0	66.3
13047636	C MALOUF	0.0	0.0	206.3	0.0	0.0	-206.3	0.0	206.3	0.0
13047681	CONANT CNL(12A)	1921.7	888.9 c)	1930.0	0.0	0.0	880.6	0.0	0.0	880.6
13047710	K NYBORG	179.3	48.7 b)	154.9	0.0	0.0	73.1	0.0	0.0	73.1
13047900	BOOM CRK (13A)	670.5	382.1 c)	1073.3	0.0	0.0	-20.7	0.0	20.7	0.0
13048050	ORME CANAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048060	SQUIR P 3(14A)	187.1	50.8 b)	562.6	0.0	0.0	-324.7	511.8 i)	0.0	187.1
13048070	L ORME PUMP	78.0	36.2 c)	164.0	0.0	0.0	-49.8	0.0	49.8	0.0
13048080	HARSHBRGR(13B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048255	SQUIR P 1(14B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048265	D ZUNDELL(12B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048275	L LOOSLI 3(15A)	255.3	69.4 b)	230.2	0.0	0.0	94.5	0.0	0.0	94.5
13048280	L LOOSLI 4(15B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048290	D BUDGE	93.5	25.4 b)	67.6	0.0	0.0	51.3	0.0	0.0	51.3
13048350	J HILL (12C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048430	D REYNOLDS	254.2	69.0 b)	370.7	0.0	0.0	-47.5	0.0	47.5	0.0
13048440	C LOOSLI	132.6	65.7 b)	242.4	0.0	0.0	-44.1	0.0	44.1	0.0
13048470	T POTTER	46.8	12.7 b)	110.3	0.0	0.0	-50.8	0.0	50.8	0.0
13048475	ENTERPRISE	23384.8	2167.2 b)	14123.5	0.0	0.0	11428.5	0.0	0.0	11428.5
13048485	R D MILLER	132.5	36.0 b)	0.0	36.0	0.0	132.5	0.0	0.0	132.5
13048551	C ATCHLEY (9I)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048556	W C DAVIS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048560	FALL R CNL(16A)	6337.9	3966.9 c)	4261.0	0.0	0.0	6043.8	0.0	0.0	6043.8
13048705	CHESTER	981.1	535.1 c)	1198.7	0.0	0.0	317.5	0.0	0.0	317.5
13049008	MCBEE	16.4	4.4 b)	10.2	0.0	0.0	10.6	0.0	0.0	10.6
13049010	SILKEY	90.0	136.3 c)	389.7	0.0	0.0	-163.4	0.0	163.4	0.0
13049015	CURR	31.2	8.5 b)	87.4	0.0	0.0	-47.7	0.0	47.7	0.0
13049310	RLF PUMP	62.4	16.9 b)	72.2	0.0	0.0	7.1	0.0	0.0	7.1
13049490	L LOOSLI #5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049495	G BLANCHARD	35.1	9.5 b)	0.0	9.5	0.0	35.1	0.0	0.0	35.1
TOTAL		56794.9	15454.3	50816.2	56.1	0.0	21376.9	2186.1	849.0	24412.0

TABLE 26. 2021 STORED WATER ACCOUNTS - TETON RIVER (ACRE-FEET)

NUMBER	NAME	STORAGE OR RENTAL POOL		REVERTED TO RENTAL POOL		RETURN TO SPACEHOLDER FROM RENTAL POOL		ADJUST-MENT	EXCESS USED	CARRY-OVER
		STORAGE ALLOCATED	PURCHASE, SUPPLY (-)	STORAGE USED	FROM USER	FROM RENTAL POOL	BALANCE			
13053951	SOUTH PIPE (31A)	937.1	1634.6 c)	6817.1	0.0	0.0	-4245.4	5182.5 j)	0.0	937.1
13053971	J RICKS (31B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054031	BOELKE (31C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054042	CLEMNTSVL (31D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054045	HIBBERT FARMS	93.5	25.4 b)	365.0	0.0	0.0	-246.1	0.0	246.1	0.0
13054111	R & J BROWN	88.9	424.1 c)	2256.9	0.0	0.0	-1743.9	1598.9 j)	145.0	0.0
13054291	P L STOTT	9.4	2.5 b)	0.0	2.5	0.0	9.4	0.0	0.0	9.4
13054420	B PARKINSON	60.1	22.2 b)	3553.2	0.0	0.0	-3470.9	3531.0 j)	0.0	60.1
13054515	CANYON CR CANA	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054575	LINDERMAN (31E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054577	G CRAPO	23.4	306.4 c)	153.1	153.3	0.0	23.4	0.0	0.0	23.4
13054590	P STEVENS	624.1	969.5 c)	3006.7	0.0	0.0	-1413.1	1568.5 j)	0.0	155.4
13054705	V SCHWENDIMAN	336.8	91.5 b)	5859.2	0.0	0.0	-5430.9	5581.8 j)	0.0	150.9
13054772	R B RICKS	29.2	7.9 b)	404.8	0.0	0.0	-367.7	396.1 j)	0.0	28.4
13054801	CANYON CR LAT	629.5	171.0 b)	3543.5	0.0	0.0	-2743.0	3372.5 c)	0.0	629.5
13054850	SIDDOWAY SHEEP	0.0	0.0	164.9	0.0	0.0	-164.9	0.0	164.9	0.0
13054940	H BISCHOFF	0.0	0.0	109.5	0.0	0.0	-109.5	0.0	109.5	0.0
13055030	WILFORD	2641.5	769.5 b)	2766.2	0.0	0.0	644.8	0.0	0.0	644.8
13055032	D ALLEN (18B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055033	B TUCKER (18C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055036	B PARKER (18D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055037	SIDWY PMP(18E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055039	MCKINLEY (18F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055040	TETON IRR(18A)	1528.6	1092.0 c)	1284.1	0.0	0.0	1336.5	0.0	0.0	1336.5
13055042	SIDDOWAY (18G)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055050	PIONEER	112.7	30.6 b)	4.2	26.4	0.0	112.7	0.0	0.0	112.7
13055060	STEWART	365.2	99.2 b)	1.9	97.3	0.0	365.2	0.0	0.0	365.2
13055193	N BIRCH	23.4	6.4 b)	34.8	0.0	0.0	-5.0	0.0	5.0	0.0
13055195	B LEAVITT	70.2	19.1 b)	19.7	0.0	0.0	69.6	0.0	0.0	69.6
13055205	PINCOCK-BYGTON	226.7	64.0 b)	46.6	17.4	0.0	226.7	0.0	0.0	226.7
13055206	B HOLLIST	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055210	TETON ISLAND F	7031.1	5800.7 c)	14489.0	0.0	0.0	-1657.2	0.0	1657.2	0.0
13055245	SALEM UNION B	0.0	0.0	127.9	0.0	0.0	-127.9	0.0	127.9	0.0
13055263	J HARRIS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055275	ROXANA	661.7	179.8 b)	72.8	107.0	0.0	661.7	0.0	0.0	661.7
13055280	ISLAND WARD	0.0	709.4 b)	225.5	483.9	0.0	0.0	0.0	0.0	0.0
13055295	SAUREY	92.5	34.5 b)	155.0	0.0	0.0	-28.0	0.0	28.0	0.0
13055309	CADE CARTER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055310	TETON BASS PON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055311	PINCOCK-GARNER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055313	GARDNER-BEDDES	6.3	25.4 b)	60.3	0.0	0.0	-28.6	0.0	28.6	0.0
13055314	BIGLER SLOUGH	212.5	12.3 b)	435.6	0.0	0.0	-210.8	0.0	210.8	0.0
13055315	WDMNSE-JSN (19A)	940.5	454.7 c)	672.7	0.0	0.0	722.5	0.0	0.0	722.5
13055319	G GODFREY	3.9	1.1 b)	0.0	1.1	0.0	3.9	0.0	0.0	3.9
13055321	R R RICKS	171.5	46.6 b)	101.5	0.0	0.0	116.6	0.0	0.0	116.6
13055323	CITY OF REXBUR	64.7	0.0	0.0	0.0	0.0	64.7	0.0	0.0	64.7
13055325	T BRUNSON (19B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055327	J S WRIGHT	24.1	6.6 b)	0.0	6.6	0.0	24.1	0.0	0.0	24.1
13055328	CEMETERY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055334	REXBURG IRRIG	3273.8	944.9 b)	1722.4	0.0	0.0	2496.3	0.0	0.0	2496.3
13055339	WALTERS GRAVEL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	20282.9	13951.9	48454.1	895.5	0.0	-15114.8	21231.3	2723.1	8839.6



TABLE 27. 2021 STORED WATER ACCOUNTS - WILLOW CREEK (ACRE-FEET)

NUMBER	NAME	STORAGE OR RENTAL POOL		REVERTED TO SPACEHOLDER		BALANCE	ADJUST- MENT	EXCESS USED	CARRY- OVER
		STORAGE ALLOCATED	PURCHASE, SUPPLY (-)	STORAGE USED	RENTAL POOL FROM USER				
13057938	LOERTSCHER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058015	BOYD FOSTER	0.0	0.0	1240.4	0.0	0.0	-1240.4	1240.4 c)	0.0
13058050	CENTURY HOLDIN	0.0	1000.0 c)	2505.0	0.0	0.0	-1505.0	1505.0 a)	0.0
13058090	SCHWENDIMAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058105	LOVELL # 1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058125	FERGUSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058145	LOVELL # 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058165	W REID #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058210	SARGENT & SUMM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058230	DURTSCHI PUMPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058250	W REED #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058265	FOSTER-SARGENT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058270	SPERRY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058280	BRINKERHOFF	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058290	ORVAL AVERY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058310	ROY AVERY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058330	STUCKI PUMPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058340	SCHWENDIMAN #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058350	O AVERY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058370	ROY COOPER SAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058380	ROY COOPER WIL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058508	D KEELER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058510	PROGRESSIVE SA	0.0	0.0	3.9	0.0	0.0	-3.9	3.9 m)	0.0
13058512	BEAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058514	W & O COOPER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058515	IDAHO FR SAND	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058519	DEMICK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058530	PROGRESSIVE WI	0.0	0.0	5011.8	0.0	0.0	-5011.8	5011.8 m)	0.0
	TOTAL	0.0	1000.0	8761.1	0.0	0.0	-7761.1	7761.1	0.0

TABLE 28. 2021 STORED WATER ACCOUNTS - MISCELLANEOUS (ACRE-FEET)

NUMBER	NAME	STORAGE OR RENTAL POOL		REVERTED TO RENTAL POOL		RETURN TO SPACEHOLDER FROM		BALANCE	ADJUST- MENT	EXCESS USED	CARRY- OVER
		STORAGE ALLOCATED	PURCHASE, SUPPLY (-)	STORAGE USED	FROM USER	RENTAL POOL	RENTAL POOL				
99999100	POCATELLO CITY	25282.0	-5519.3 c)	0.0	0.0	0.0	0.0	19762.7	-1526.5 k)	0.0	18236.2
99999150	IWRB	4842.9	0.0	0.0	0.0	0.0	0.0	4842.9	0.0	0.0	4842.9
99999200	FRE-MAD SNAKE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999250	WYOMING COMPCT	31962.9	-10000.0 h)	0.0	0.0	0.0	0.0	21962.9	0.0	0.0	21962.9
99999300	PALISADES USRS	39650.1	10000.0 b)	0.0	0.0	0.0	0.0	49650.1	-24767.1 c)	0.0	24883.0
99999350	IDAHO POWER CO	42883.6	0.0	42883.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999400	BUREAU OF REC	149769.8	100100.0 c)	194893.0	0.0	0.0	0.0	54976.8	0.0	0.0	54976.8
99999410	ARTESIAN IRR	2706.2	0.0	0.0	0.0	0.0	0.0	2706.2	-2706.2 c)	0.0	0.0
99999500	SNAKE UNALC BK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999525	FREE-MAD TRANS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999550	FRE-MAD MISC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999600	F-M UNALLCATED	6315.6	-648.9 c)	0.0	0.0	1102.4	0.0	6769.1	-453.5 c)	0.0	6315.6
99999700	MITIGATION INC	73248.8	-6000.0 c)	0.0	0.0	0.0	0.0	67248.8	-57256.1 c)	0.0	9992.7
99999725	GROUND WTR EX	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999950	MILNER	60413.0	-11531.7 c)	41.4	0.0	0.0	0.0	48839.9	-854.2 c)	0.0	47985.7
99999990	OTHER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	437074.9	76400.1	237818.0	0.0	1102.4	276759.4	-87563.6		0.0	189195.8

TABLE 29. SUMMARY BY REACH OF 2021 STORED WATER ACCOUNTS IN WATER DISTRICT 1 (ACRE-FEET)

REACH	STORAGE OR RENTAL POOL		REVERTED TO SPACEHOLDER		RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST- MENT	EXCESS USED	CARRY- OVER
	STORAGE ALLOCATED	PURCHASE, SUPPLY (-)	STORAGE USED	RENTAL POOL FROM USER					
IRWIN TO LORENZO	242839.2	12598.7	239712.2	0.0	0.0	15725.7	6710.6	3343.0	25779.4
LORENZO TO BLACKFOOT	630799.6	2474.4	475604.4	8.4	0.0	157661.2	61275.0	828.6	219764.8
BLACKFOOT TO MILNER	2361325.8	71138.0	2003790.9	0.0	0.0	428672.9	16520.3	546.9	445740.1
MAIN STEM HENRYS FRK	121509.5	24724.5	82699.8	142.4	0.0	63391.8	233.9	3217.8	66843.5
FALLS RIVER	56794.9	15454.3	50816.2	56.1	0.0	21376.9	2186.1	849.0	24412.0
TETON RIVER	20282.9	13951.9	48454.1	895.5	0.0	-15114.8	21231.3	2723.1	8839.6
WILLOW CREEK	0.0	1000.0	8761.1	0.0	0.0	-7761.1	7761.1	0.0	0.0
MISCELLANEOUS	437074.9	76400.1	237818.0	0.0	1102.4	276759.4	-87563.6	0.0	189195.8
TOTAL	3870626.9	217741.9	3147656.7	1102.4	1102.4	940712.1	28354.7	11508.4	980575.2

- a) Palisades Water Users Incorporated (PWUI) Storage
- b) Common Pool Rental
- c) Refer to the following Storage Rentals & Adjustments spreadsheet for multiple storage transfers and/or rentals sorted by diversion number
- d) Storage transfer from West Labelle & Long Island
- e) Storage transfer from New Sweden
- f) Storage transfer from Minidoka Irrigation District
- g) Storage transfer from Burley Irrigation District
- h) Private lease
- i) Indian/Bergman Reservoir Storage
- j) Groundwater Exchange
- k) Mitigation for Pocatello groundwater pumping
- l) Mitigation for 1990 Settlement Agreement
- m) Progressive covers this
- n) Storage transfer between Reid and Texas & Liberty
- o) Storage transfer from Burgess
- p) Storage transfer from Idaho
- q) Storage transfer between Snake River Valley and Jensen Grove
- r) Storage delivery from Tribe through Reservation Canal
- s) Storage transfer from New Lavaside to Riverside

Irrigation Year 2021 - Storage Rentals and Adjustments (Updated 05/13/2022)

Station	Storage Account	Supplier or Recipient	Purchaser	Rental Pool and Leases (AF)			Adjustments (Acre-Feet)				Return to Spaceholder (AF)	Notes
				Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping		
13032920	ROD ROSE	PWUI					10.1					Cat. 3 Assignment
13033010	Palisades Canal		Adam Korth	100								Common Pool Rental
13033010	PALISADES	PWUI					796.1					Cat. 3 Assignment
13033660	LYNN DIXON	PWUI					199					Cat. 3 Assignment
13034460	LLOYD JACOBSON	PWUI					161.7					Cat. 3 Assignment
13037305	IRA SPAULDING	PWUI					59.1					Cat. 3 Assignment
13037490	Brad Foster	Idaho Irrigation District						812.7				Idaho Canal Covers this Diversion
13037490	BRAD FOSTER	PWUI					299.7					Cat. 3 Assignment
13037505	Willow Creek		Bruce Empey	20								Common Pool Rental
13037505	Progressive	IWRB	IGWA		759							Recharge After 10/31
13037505	Progressive	FMID	Magic Valley GWD		-3000							Private Lease
13037505	Side Hill Canal	Anderson Canal	Logan Hall		4							Private Lease
13037505	Anderson Canal	Side Hill Canal	Logan Hall		-4							Private Lease
13037505	Progressive Willow		Rocky Mountain Sod	100								Common Pool Rental
13037505	ANDERSON CANAL	PWUI					202.3					Cat. 1 Assignment
13037505	Anderson Canal (Progressive)	Boyd Foster						-1084.1				Progressive Exchange Well Pumping
13037505	Progressive Irrigation	Progressive Willow Creek						-5011.8				Progressive Covers This
13037505	Progressive Irrigation	Progressive Sand						-3.9				Progressive Covers This
13037510	M & M CATTLE (S)	PWUI					262.4					Cat. 3 Assignment
13037855	NEWBY PUMPS	PWUI					263.1					Cat. 3 Assignment
13037980	Farmers Friend		Jesse Hill	15								Common Pool Rental
13037980	Farmers Friend		Herman Avery	2								Common Pool Rental
13037980	Farmers Friend	IWRB	IGWA		548.5							Recharge After 10/31
13037980	Farmers Friend		Farmers Friend	2366.2								Impact Rental
13037980	Farmers Friend	PWUI					510.2					Cat. 1 Assignment
13037985	Enterprize	Century Holdings	Foster Land and Cattle		-2000							Private Lease
13037985	Enterprize	Century Holdings	Foster Land and Cattle		1000							Private Lease
13037985	Enterprize	Surface Water Coalition	Bingham, Bonn-Jeff, Jeff-Clark GWD		-1670							Private Lease
13037985	Enterprize	IGWA	IGWA		-1000							Private Lease
13037985	Enterprize	PWUI					112.6					Cat. 1 Assignment
13037997	CLARENCE HICKMAN	PWUI					11.7					Cat. 3 Assignment
13038030	ROSS & RAND	PWUI					11.1					Cat. 3 Assignment
13038055	Harrison Canal	Surface Water Coalition	Bingham, Bonn-Jeff, Jeff-Clark GWD		-1336							Private Lease
13038055	Harrison Canal	PWUI					120.4					Cat. 1 Assignment
13038085	Rudy Canal		Rudy Canal	7674.3								Impact Rental
13038085	Rudy Canal	PWUI					3429.2					Cat. 2 Assignment
13038090	Lowder		Carl Zitlau	100								Common Pool Rental
13038090	Lowder	PWUI					206					Cat. 1 Assignment
13038098	KITE & NORD	PWUI					238.8					Cat. 3 Assignment
13038110	Burgess		Burgess	3795.5								Impact Rental
13038110	Burgess	George Ellsworth						-249.3				George Ellsworth Pump Use
13038110	G Offutt Pump		Russell Batt	25								Common Pool Rental
13038110	Lynn Hansen Pump		Jared Neville	55								Common Pool Rental
13038110	BURGESS CANAL	PWUI					98.9					Cat. 1 Assignment
13038113	MERLIN HILL	PWUI					197.6					Cat. 3 Assignment
13038145	CROFT	PWUI					110.5					Cat. 3 Assignment
13038146	Marvin Miller	PWUI					74.2					Cat. 3 Assignment
13038148	GERALD HOLMAN	PWUI					5.6					Cat. 3 Assignment
13038149	GORDON MUMA	PWUI					7					Cat. 3 Assignment
13038180	Rigby Canal		Rigby Canal	91.7								Impact Rental
13038180	Rigby Canal		Stan Hawkins	100								Common Pool Rental
13038201	White Island Pump	West Labelle & Long Island						141.6				6/12/1992 Agreement (Up to 250 AF)
13038210	Island Canal		Island Canal	174.4								Impact Rental
13038225	WEST LABELLE & LONG ISLAND	Norris Fullmer						-171.8				10/13/1994 Agreement
13038225	WEST LABELLE & LONG ISLAND	White Island Pump						-141.6				6/12/1992 Agreement (Up to 250 AF)
13038225	WEST LABELLE & LONG ISLAND	Clyde Jones						-160				Agreement 3/20/2014
13038305	PARKS & LEWISVILLE	John Ellsworth						-90				Agreement 8/30/2019

Station	Storage Account	Supplier or Recipient	Purchaser	Rental Pool and Leases (AF)			Adjustments (Acre-Feet)				Return to Spaceholder (AF)	Notes
				Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping		
13038305	PARKS & LEWISVILLE	JT Jones										Agreement 8/30/2019
13038305	PARKS & LEWISVILLE	PWUI					0.9					Cat. 1 Assignment
13038315	North Rigby		Robert & Carol Brusman	10								Common Pool Rental
13038372	Clyde Jones	Long Island						160				Agreement 3/20/2014
13038385	Skaar Pump		Jdaws Rentals	100								Common Pool Rental
13038386	J NEAL ERICKSON	PWUI					1038.9					Cat. 3 Assignment
13038388	Mattson-Craig	Cade Carter Pond	ESPAR		-500							Private Lease
13038388	Mattson-Craig	ESPAR			968.4							IGWA Assignment
13038392	Sunnydell	IWRB	IGWA		320.5							Recharge After 10/31
13038392	Sunnydell	Surface Water Coalition	Bingham, Bonn-Jeff, Jeff-Clark GWD		-334							Private Lease
13038392	Sunnydell	Texas Irrigation	Sunnydell		1000							Private Lease
13038392	Sunnydell	Liberty Irrigation	Sunnydell		1000							Private Lease
13038392	Sunnydell	Lenroot						-40				Agreement 7/19/19
13038392	Sunnydell	PWUI					928					Cat. 1 Assignment
13038392	Sunnydell (Bybee Pump)		Kyle Bybee	100								Common Pool Rental
13038393	COVINGTON BROTHERS	PWUI					737.3					Cat. 3 Assignment
13038393	COVINGTON BROTHERS	Groundwater Exchange Well								370.1		Groundwater Exchange Pumping 13038047
13038405	Tim Parkinson		Tim Parkinson	100								Common Pool Rental
13038405	Tim Parkinson	PWUI					432.9					Cat. 3 Assignment
13038410	R GROVER	PWUI					425.3					Cat. 3 Assignment
13038417	CHENEY (DARRELL)	PWUI					13.8					Cat. 3 Assignment
13038422	LYLE ROBISON	PWUI					92.8					Cat. 3 Assignment
13038426	Lenroot Canal		Gerald Grover	5								Common Pool Rental
13038426	Lenroot Canal		Mitch Grover	5								Common Pool Rental
13038426	Lenroot Canal		Brian Schow	3								Common Pool Rental
13038426	Lenroot Canal		Lenroot Canal	3837.2								Impact Rental
13038426	Lenroot Canal	Sunnydell						40				Agreement 7/19/19
13038426	Lenroot Canal	PWUI					13.8					Cat. 1 Assignment
13038428	Burns Pump		Jared Orr	63								Common Pool Rental
13038431	Reid Canal	Texas Irrigation						-1.53				Agreement 10/27/21
13038434	Texas Irrigation	Reid Canal						1.53				Agreement 10/27/21
13038434	Texas Irrigation	Sunnydell	Sunnydell		-1000							Private Lease
13038434	Liberty Irrigation	Sunnydell	Sunnydell		-1000							Private Lease
13038435	BANNOCK JIM	PWUI					319.4					Cat. 3 Assignment
13038436	HILL PETTINGER	PWUI					818.1					Cat. 3 Assignment
13038437	NELSON-COREY	PWUI					20.2					Cat. 3 Assignment
13045675	N FK HIGHLANDS		FMID	11.9								Impact Rental Assignment
13045710	S BOLLAERT		FMID	21.2								Impact Rental Assignment
13045727	F VANDERSLOOT #3		FMID	21.2								Impact Rental Assignment
13045780	BOB LEE		FMID	8.7								Impact Rental Assignment
13045807	R RITCHEY		FMID	13.8								Impact Rental Assignment
13045810	N MILLER 1(10A)		FMID	40.9								Impact Rental Assignment
13045823	RICHARD D BAKER #2	PWUI					18.9					Cat. 3 Assignment
13045849	SEELEY	PWUI					125					Cat. 3 Assignment
13045813	Z EGBERT #2		FMID	29.7								Impact Rental Assignment
13045940	G NEDROW		FMID	10								Impact Rental Assignment
13045950	DICK NEDROW		FMID	64.8								Impact Rental Assignment
13045960	MAC REYNOLD'S #1		FMID	35.4								Impact Rental Assignment
13046015	R & C BAUM		FMID	27.5								Impact Rental Assignment
13046020	MCCULLOCK	PWUI					49.5					Cat. 3 Assignment
13046025	MAC REYNOLDS #2		FMID	20.4								Impact Rental Assignment
13046070	ALWYN NEDROW (PROPANE)	PWUI					15.5					Cat. 3 Assignment
13046072	ALWYN NEDROW (ELECTRIC)	PWUI					25					Cat. 3 Assignment
13046075	J NEDROW		FMID	65								Impact Rental Assignment
13046095	L LOOSLI #1		FMID	0.8								Impact Rental Assignment
13046310	DEWEY		FMID	124.7								Impact Rental Assignment
13047305	YELLOWSTONE		FMID	401.6								Impact Rental Assignment
13047305	YELLOWSTONE	FMID				285						FMID Rental
13047305	YELLOWSTONE	PWUI				1513.4						Cat. 1 Assignment
13047475	Marysville Canal	FMID				200						FMID Rental

Station	Storage Account	Supplier or Recipient	Purchaser	Rental Pool and Leases (AF)			Adjustments (Acre-Feet)				Return to Spaceholder (AF)	Notes
				Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping		
13047475	MARYSVILLE(9A)		FMID	4188.3								Impact Rental Assignment
13047515	F & L GRIFFEL		FMID	42.4								Impact Rental Assignment
13047515	F & L GRIFFEL	FMID				60						FMID Rental
13047568	ORME PUMP		FMID	10.6								Impact Rental Assignment
13047575	FRMRS OWN(11A)		FMID	1660.6								Impact Rental Assignment
13047605	W SCAFE		FMID	21.2								Impact Rental Assignment
13047625	MARY GRIFFEL	PWUI					160.9					Cat. 3 Assignment
13047635	L LOOSLI #2		FMID	54.9								Impact Rental Assignment
13047681	CONANT CNL(12A)		FMID	522.1								Impact Rental Assignment
13047681	CONANT CNL(12A)	FMID				366.75						FMID Rental
13047710	K NYBORG		FMID	48.7								Impact Rental Assignment
13047900	Boom Canal	FMID				200						FMID Rental
13047900	BOOM CRK (13A)		FMID	182.1								Impact Rental Assignment
13048060	SQUIR P 3(14A)		FMID	50.8								Impact Rental Assignment
13048060	Squirrel Creek Pumps	Bergman/Indian Storage						511.8				Bergman/Indian Storage (AF Storage Use)
13048070	L ORME PUMP		FMID	21.2								Impact Rental Assignment
13048070	L ORME PUMP	FMID				15						FMID Rental
13048275	L LOOSLI 3(15A)		FMID	69.4								Impact Rental Assignment
13048290	D BUDGE		FMID	25.4								Impact Rental Assignment
13048430	D REYNOLDS		FMID	69								Impact Rental Assignment
13048440	C LOOSLI #2		FMID	65.7								Impact Rental Assignment
13048470	T POTTER		FMID	12.7								Impact Rental Assignment
13048475	ENTERPRISE		FMID	2167.2								Impact Rental Assignment
13048485	RD V MILLER		FMID	36								Impact Rental Assignment
13048560	Fall River Canal	IWRB	IGWA		853							Recharge After 10/31
13048560	Fall River Canal	FMID				1367.1						FMID Rental
13048560	FALL R CNL(16A)		FMID	1746.8								Impact Rental Assignment
13048705	Chester	IWRB	IGWA		184							Recharge After 10/31
13048705	Chester Canal	FMID				68						FMID Rental
13048705	CHESTER		FMID	283.1								Impact Rental Assignment
13049008	MCBEE		FMID	4.4								Impact Rental Assignment
13049010	Silkey Canal	FMID				102						FMID Rental
13049010	SILKEY		FMID	34.3								Impact Rental Assignment
13049015	CURR		FMID	8.5								Impact Rental Assignment
13049310	RLF PUMP		FMID	16.9								Impact Rental Assignment
13049495	G BLANCHARD		FMID	9.5								Impact Rental Assignment
13049550	Last Chance	IWRB	IGWA		1358.9							Recharge After 10/31
13049550	Last Chance	FMID				2545						FMID Rental
13049705	FARMERS FRIEND		FMID	1097.9								Impact Rental Assignment
13049705	FARMERS FRIEND		FMID			289.2						FMID Rental
13049710	Twin Groves	IWRB	IGWA		211.7							Recharge After 10/31
13049710	TWIN GROVES		FMID	1027.9								Impact Rental Assignment
13049710	Twin Groves		FMID			403.4						FMID Rental
13049725	St. Anthony Union	IWRB	IGWA		9295.9							Recharge After 10/31
13049725	St Anthony Union Canal (Feeder 17B)	IWRB	IGWA		813.6							Recharge After 10/31
13049725	St Anthony Union Canal		FMID		1735.6							FMID Recharge Assignment
13049805	Salem Union	IWRB	IGWA		252.3							Recharge After 10/31
13049805	Salem Union		FMID			50						FMID Rental
13049805	North Fork Res. Co.		IGWA		801.3							IGWA Assignment
13049805	North Fork Res. Co.		IGWA		-1500							Private Lease
13050525	Egin	IWRB	IGWA		2622.3							Recharge After 10/31
13050535	Independent	IWRB	IGWA		1807.7							Recharge After 10/31
13050545	Consolidated Farmers	IWRB	IGWA		1415.8							Recharge After 10/31
13053951	South Pipe		FMID			1380						FMID Rental
13053951	SOUTH PIPE(31A)		FMID	254.6								Impact Rental Assignment
13053951	SOUTH PIPE	Groundwater Exchange Well							5436.2			Groundwater Exchange Pumping (TPA)
13053951	SOUTH PIPE	Groundwater Exchange Well							-253.7			Excess TPA Groundwater Exchange
13054045	HIBBERT FARMS		FMID	25.4								Impact Rental Assignment
13054111	R & J Brown	FMID				400						FMID Rental
13054111	R & J BROWN		FMID	24.1								Impact Rental Assignment

Station	Storage Account	Supplier or Recipient	Purchaser	Rental Pool and Leases (AF)			Adjustments (Acre-Feet)				Return to Spaceholder (AF)	Notes
				Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping		
13054111	R & J Brown	Groundwater Exchange Well									1598.9	Groundwater Exchange Pumping 13055329
13054291	PL STOTT #1		FMID	2.5								Impact Rental Assignment
13054420	B PARKINSON		FMID	22.2								Impact Rental Assignment
13054420	B PARKINSON	Groundwater Exchange Well									4567.5	Groundwater Exchange Pumping 13055043/44/45
13054420	B PARKINSON	Groundwater Exchange Well									-1014.3	Excess Parkinson GW exchange pumping transfer to Schwendiman
13054420	B PARKINSON	Groundwater Exchange Well									-22.2	Excess Parkinson Groundwater Exchange
13054772	Brent Ricks	Groundwater Exchange Well									396.1	Groundwater Exchange Pumping 13055317
13054577	George Crapo	FMID				300						FMID Rental
13054577	G CRAPO		FMID	6.4								Impact Rental Assignment
13054590	P Stevens	Groundwater Exchange Well									600	Groundwater Exchange Pumping 13054588
13054590	Phil Stevens	FMID				800						FMID Rental
13054590	P STEVENS		FMID	169.5								Impact Rental Assignment
13054590	Steveco Canyon							968.5				Canyon Creek Natural Flow Delivery
13054705	V SCHWENDIMAN		FMID	91.5								Impact Rental Assignment
13054705	V SCHWENDIMAN	Groundwater Exchange Well									4567.5	Groundwater Exchange Pumping 13055043/44/45
13054705	V SCHWENDIMAN	Groundwater Exchange Well									1014.3	Excess Parkinson Exchange Pumping Share
13054772	RB RICKS		FMID	7.9								Impact Rental Assignment
13054801	CANYON CR LAT		FMID	171								Impact Rental Assignment
13054801	Canyon Creek Lateral							839.2				Canyon Creek Natural Flow Delivery
13054801	Canyon Creek Lateral	Groundwater Exchange Well									2871.3	Groundwater Exchange Pumping 13055041
13054801	Canyon Creek Lateral	Groundwater Exchange Well									-338	Excess Canyon Creek Groundwater Exchange
13055030	WILFORD		FMID	769.5								Impact Rental Assignment
13055040	Teton Irrigation	IWRB	IGWA		376							Recharge After 10/31
13055040	Teton Irrigation	FMID				297						FMID Rental
13055040	TETON IRR(18A)		FMID	328.2								Impact Rental Assignment
13055040	SIDDOWAY (18G)		FMID	90.8								Impact Rental Assignment
13055050	PIONEER		FMID	30.6								Impact Rental Assignment
13055060	STEWART		FMID	99.2								Impact Rental Assignment
13055193	N BIRCH		FMID	6.4								Impact Rental Assignment
13055195	B LEAVITT		FMID	19.1								Impact Rental Assignment
13055205	PINCOCK-BYGTON		FMID	64								Impact Rental Assignment
13055210	Teton Island Irrigation	IWRB	IGWA		2484.1							Recharge After 10/31
13055210	TETON ISLAND FDR	FMID				1376						FMID Rental
13055210	TETON ISLAND FDR		FMID	1940.6								Impact Rental Assignment
13055275	ROXANA		FMID	179.8								Impact Rental Assignment
13055280	ISLAND WARD		FMID	709.4								Impact Rental Assignment
13055295	SAUREY		FMID	34.5								Impact Rental Assignment
13055313	Gardner-Bectel		FMID	25.4								Impact Rental Assignment
13055314	BIGLER SLOUGH		FMID	12.3								Impact Rental Assignment
13055315	WDMNSE-JSN(19A)		FMID	255.9								Impact Rental Assignment
13055315	WDMNSE-JSN(19A)	FMID				181.2						FMID Rental
13055315	WDMNSE-JSN (T BRUNSON 19B)		FMID	17.6								Impact Rental Assignment
13055319	G GODFREY		FMID	1.1								Impact Rental Assignment
13055321	BRENT RICKS		FMID	46.6								Impact Rental Assignment
13055327	JS WRIGHT		FMID	6.6								Impact Rental Assignment
13055334	REXBURG IRRIG		FMID	944.9								Impact Rental Assignment
13056501	BEAVER DICK		FMID	20.5								Impact Rental Assignment
13057025	Butte & Market Lake		Dean Snarr & Sons	20								Common Pool Rental
13057025	Butte & Market Lake		Bonneville Jefferson GWD	80								Common Pool Rental
13057030	BEAR TRAP	PWUI					1020.2					Cat. 3 Assignment
13057038	WALKER FARMS	PWUI					66.5					Cat. 3 Assignment
13057090	AVON WILDE PUMP	PWUI					23.8					Cat. 3 Assignment
13057091	K ALBERTSON PUMP	PWUI					45.1					Cat. 3 Assignment
13057097	Norris Fullmer	Long Island										10/13/1994 Agreement
13057108	BURLEIGH TOMCHAK #3	PWUI					116.5					Cat. 3 Assignment
13057114	STEINKE-MURDOCK	PWUI					79.9					Cat. 3 Assignment
13057116	TOMCHAK	PWUI					77.4					Cat. 3 Assignment
13057118	HAROLD BROWN	PWUI					30.6					Cat. 3 Assignment
13057119	Osgood Grain Pump	PWUI					36.1					Cat. 3 Assignment
13057120	DAVID KINGSTON NORTH	PWUI					72.4					Cat. 3 Assignment





Station	Storage Account	Supplier or Recipient	Purchaser	Rental Pool and Leases (AF)			Adjustments (Acre-Feet)				Return to Spaceholder (AF)	Notes
				Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping		
13061650	Corbett	Corbett	Bingham GWD/AFAGWD		-241							Private Lease
13061650	Corbett	Surface Water Coalition	Bingham, Bonn-Jeff, Jeff-Clark GWD		-1150							Private Lease
13061705	Riverside Canal	Surface Water Coalition	Bingham, Bonn-Jeff, Jeff-Clark GWD		-80							Private Lease
13061705	Riverside Canal	Riverside Canal	Bingham GWD/AFAGWD		-185							Private Lease
13061705	Riverside Canal	Riverside Canal	Bingham GWD/AFAGWD		185							Private Lease
13061705	Riverside Canal	New Lava Side						162				4/10/2009 Agreement
13061705	Riverside Canal	Milner						-265				Unreported Recharge Storage Use
13061995	Danskin	United Canal Co-Trego	Bingham GWD/AFAGWD		800							Private Lease
13062050	Trego	Danskin	Bingham GWD/AFAGWD		-800							Private Lease
13062050	Trego	United Canal Co-Trego	Bingham GWD/AFAGWD		158							Private Lease
13062050	Trego	Trego	Bingham GWD/AFAGWD		-158							Private Lease
13062050	Trego	Surface Water Coalition	Bingham, Bonn-Jeff, Jeff-Clark GWD		-864							Private Lease
13062051	Jensen Grove	ESPAR			2006.3							IGWA Assignment
13062051	Jensen Grove	Snake River Valley						1978.1				Agreement 5/7/07 (cover use)
13062503	Wearyrick	Wearyrick	Bingham GWD/AFAGWD		173							Private Lease
13062503	Wearyrick	Wearyrick	Bingham GWD/AFAGWD		-173							Private Lease
13062503	Wearyrick	Surface Water Coalition	Bingham, Bonn-Jeff, Jeff-Clark GWD		-165							Private Lease
13062506	Watson	Watson	Bingham GWD/AFAGWD		113							Private Lease
13062506	Watson	Watson	Bingham GWD/AFAGWD		-113							Private Lease
13062506	Watson	Surface Water Coalition	Bingham, Bonn-Jeff, Jeff-Clark GWD		-50							Private Lease
13062507	Parsons	Parsons	Bingham GWD/AFAGWD		230							Private Lease
13062507	Parsons	Parsons	Bingham GWD/AFAGWD		-230							Private Lease
13062507	Parsons	Surface Water Coalition	Bingham, Bonn-Jeff, Jeff-Clark GWD		-120							Private Lease
13075900	Shoshone-Bannock Tribes			24770								Impact Water
13075900	Shoshone-Bannock Tribes			10000								2015 Settlement Agreement
13075900	Shoshone-Bannock Tribes	USBR	USBR		-100							Private Lease
13075900	Shoshone-Bannock Tribes	IGWA	IGWA		-25000							Tribal Lease
13075900	Shoshone-Bannock Tribes	IGWA	IGWA		-20000							Tribal Lease
13075900	Shoshone-Bannock Tribes	Reservation						-16.4				Storage Delivery through Reservation Canal
13076400	Falls Irrigation District	Southwest Irrigation District	Southwest Irrigation District		-8000							Private Lease
13077755	Call Farms	PWUI					390.3					Cat. 3 Assignment
13077775	R Evans Pump		Spring Farms	100								Common Pool Rental
13080000	Minidoka Irrigation District	NSCC	North Snake GWD		-10000							Private Lease
13080000	Minidoka Irrigation District	AFRD #2	North Snake GWD		-5000							Private Lease
13080000	Minidoka Irrigation District	Water Mitigation Coalition	Water Mitigation Coalition		-10000							Private Lease
13080000	Minidoka Irrigation District	Minidoka Credit						8370				Same amount every year
13080000	Minidoka Irrigation District	Burley Irrigation District	Magic Valley GWD		-1170							Private Lease
13080000	Minidoka Irrigation District	AFRD #2	Magic Valley GWD		-4830							Private Lease
13080000	Minidoka Irrigation District	North Snake GWD			1582							IGWA Assignment
13080000	Minidoka Irrigation District	Southwest Irrigation District	Southwest Irrigation District		-5000							Private Lease
13080000	Minidoka Irrigation District	MID Misc. Pumps						-437.9				(-) Sum of ~ Pumps Below - MID Covers Use
13080000	Minidoka Irrigation District	MID Groundwater Diversions						-194.98				Storage Delivery to Groundwater Diversions
13080500	Burley Irrigation District	Surface Water Coalition			3750							SWC Assignment
13080500	Burley Irrigation District	Minidoka Credit						5130				Same amount every year
13080500	Burley Irrigation District		Craig Searle	100								Common Pool Rental
13080500	Burley Irrigation District	Minidoka Irrigation District	Magic Valley GWD		1170							Private Lease
13080500	Burley Irrigation District	Southwest Irrigation District			3000							IGWA Assignment
13080500	Burley Irrigation District	Water Mitigation Coalition			638							Water Mitigation Coalition Assignment
13080500	Burley Irrigation District	Burley Irrigation District	Magic Valley GWD		-669							Private Lease
13080500	Burley Irrigation District	Burley Irrigation District	Magic Valley GWD		669							Private Lease
13080500	Burley Irrigation District	BID Misc. Pumps						-1310.6				(-) Sum of * Pumps Below - BID Covers Use
13081750	LHC Properties	Minidoka Irrigation District						117				~
13084590	L Lesback	Burley Irrigation District						145.8				*
13084598	MID Misc.	Minidoka Irrigation District						201.1				~
13084610	Law-Ker Famrs	Minidoka Irrigation District						119.8				~
13084640	Burley Golf Course	Burley Irrigation District						196				*
13084650	City of Burley	Burley Irrigation District						133.8				*
13084690	Amalgamated Sugar	Burley Irrigation District						42.1				*
13084710	R Tilley Pump	Burley Irrigation District						0				*
13084720	Miller Coors	Burley Irrigation District						319.8				*



Station	Storage Account	Supplier or Recipient	Purchaser	Rental Pool and Leases (AF)			Adjustments (Acre-Feet)				Return to Spaceholder (AF)	Notes
				Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping		
99999300	Palisades Water Users		Palisades Water Users	10000								Impact Rental
99999300	Palisades Water Users						-24767.1					PWUI Assignment
99999400	USBR	Shoshone-Bannock Tribes	USBR		100							Private Lease
99999400	USBR		USBR	100000								Flow Augmentation Rental
99999400	USBR	USBR			-94794							Flow Augmentation
99999400	USBR	USBR			94794							Flow Augmentation
99999410	Artesian	Twin Falls Canal						-1611.5				Assignment
99999410	Artesian	Milner Irrigation District Pump						-1094.7				Assignment
99999600	FMID	Marysville Canal				-200						FMID Rental
99999600	FMID	Fall River Canal				-1367.1						FMID Rental
99999600	FMID	Chester Canal				-68						FMID Rental
99999600	FMID	Silkey Canal				-102						FMID Rental
99999600	FMID	Clementsville				-1380						FMID Rental
99999600	FMID	R & J Brown				-400						FMID Rental
99999600	FMID	George Crapo				-300						FMID Rental
99999600	FMID	Phil Stevens				-800						FMID Rental
99999600	FMID	Teton Irrigation				-297						FMID Rental
99999600	FMID	TETON ISLAND FDR				-1376						FMID Rental
99999600	FMID	WOODMANSEE-JOHNSON				-181.2						FMID Rental
99999600	FMID	Last Chance				-2545						FMID Rental
99999600	FMID	Farmers Friend				-289.2						FMID Rental
99999600	FMID	Twin Groves				-403.4						FMID Rental
99999600	FMID	Salem Union				-50						FMID Rental
99999600	FMID	F & L Griffel				-60						FMID Rental
99999600	FMID	Conant Canal				-366.75						FMID Rental
99999600	FMID	Boom Canal				-200						FMID Rental
99999600	FMID	L Orme Pump				-15						FMID Rental
99999600	FMID	Yellowstone				-285						FMID Rental
99999600	FMID		The Nature Conservancy	26								Common Pool Rental
99999600	FMID		FMID	28689.9								Impact Rental
99999600	FMID			-20753.3								Impact Rental Assignment
99999600	FMID	Idaho Irrigation District	Magic Valley GWD		2000							Private Lease
99999600	FMID	Progressive	Magic Valley GWD		3000							Private Lease
99999600	FMID	St Anthony Union	Magic Valley GWD		-1735.6							FMID Recharge Assignment
99999600	FMID	Snake River			-3264.4							FMID Recharge After 10/31
99999600	FMID	Groundwater Exchange Well								19079.4		Groundwater Exchange pumping USBR exchange wells
99999600	FMID	Groundwater Exchange Well										Excess Groundwater Exchange Pumping
99999600	FMID						-27.1					FMID Delivery to Cemetery Pump
99999600	FMID						-511.8					Bergman/Indian Storage to 13048060
99999600	FMID		Western Construction	4								Common Pool Rental
99999600	FMID							-5440.9				Henry's Fork, Fall River, Teton River Excess Use (Table 29)
99999600	FMID	ESPAR (Teton Bass Pond)			1157.4							IGWA Assignment
99999600	FMID	ESPAR (Cade Carter)			412.7							IGWA Assignment
99999600	FMID									1102.4		Reverted FMID Rental
99999600	FMID	Snake River						-13553.1				Water in excess of FMID allocation
99999600	FMID (Cade Carter)	Mattson-Craig	ESPAR		500							Private Lease
99999700	Mitigation Inc	AFRD #2	Yellowstone Earth Science		-1000							Private Lease
99999700	Mitigation Inc	IGWA	IGWA		-5000							Private Lease
99999700	Mitigation Inc	Reservation Mitigation						-57256.1				Mitigation per 1990 Settlement Agreement
99999950	Snake River		Eve Denny	5								Common Pool Rental
99999950	Snake River		Afton S. Baker	1								Common Pool Rental
99999950	Palisades Creek		Terry Kimbro	3								Common Pool Rental
99999950	Snake River		Neil Grover	10								Common Pool Rental
99999950	Milner Reservoir	Northside Canal						-8260				Milner Storage deliver (Water Right 1-10509)
99999950	John Ellsworth	Parks & Lewisville						90				Agreement 8/30/2019
99999950	JT Jones	Parks & Lewisville						90				Agreement 8/30/2019
99999950	Snake River							27.1				FMID Delivery to Cemetery Pump
99999950	Snake River	Steveco Canyon						-968.5				Canyon Creek Natural Flow Delivery
99999950	Snake River	PWUI					70.8					Cat. 4 & 5 Assignment
99999950	Snake River	Canyon Creek Lateral						-839.2				Canyon Creek Natural Flow Delivery

Station	Storage Account	Supplier or Recipient	Purchaser	Rental Pool and Leases (AF)			Adjustments (Acre-Feet)				Return to Spaceholder (AF)	Notes
				Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping		
99999950	Snake River	MID						194.98				Storage Delivery to Groundwater Diversions
99999950	Snake River	Riverside Canal						265				Unreported Recharge Storage Use
99999950	IWRB	Farmers Friend	IGWA		-548.5							Recharge After 10/31
99999950	IWRB	Fall River Canal	IGWA		-853							Recharge After 10/31
99999950	IWRB	Chester	IGWA		-184							Recharge After 10/31
99999950	IWRB	Last Chance	IGWA		-1358.9							Recharge After 10/31
99999950	IWRB	Twin Groves	IGWA		-211.7							Recharge After 10/31
99999950	IWRB	St. Anthony Union	IGWA		-9295.9							Recharge After 10/31
99999950	IWRB	Salem Union	IGWA		-252.3							Recharge After 10/31
99999950	IWRB	Egin	IGWA		-2622.3							Recharge After 10/31
99999950	IWRB	St. Anthony Union Feeder	IGWA		-813.6							Recharge After 10/31
99999950	IWRB	Independent	IGWA		-1807.7							Recharge After 10/31
99999950	IWRB	Consolidated Farmers	IGWA		-1415.8							Recharge After 10/31
99999950	IWRB	Teton Irrigation	IGWA		-376							Recharge After 10/31
99999950	IWRB	Teton Island Irrigation	IGWA		-2484.1							Recharge After 10/31
99999950	IWRB	Snake River Valley	IGWA		-109.7							Recharge After 10/31
99999950	IWRB	Progressive	IGWA		-759							Recharge After 10/31
99999950	IWRB	Sunnydell	IGWA		-320.5							Recharge After 10/31
99999950	IGWA	Northfork Res Co	IGWA		1500							Private Lease
99999950	IGWA	Enterprize	IGWA		1000							Private Lease
99999950	IGWA	Mitigation Inc	IGWA		5000							Private Lease
99999950	IGWA	Wyoming	IGWA		10000							Private Lease
99999950	IGWA	Shoshone-Bannock Tribes	IGWA		20000							Tribal Lease
99999950	IGWA	Shoshone-Bannock Tribes	IGWA		25000							Tribal Lease
99999950	IGWA	Surface Water Coalition			-23290							IGWA Assignment
99999950	IGWA	North Snake GWD			-16500							IGWA Assignment
99999950	IGWA	Magic Valley GWD			-6500							IGWA Assignment
99999950	IGWA	Southwest Irrigation District			-7908.7							IGWA Assignment
99999950	IGWA	Am Falls-Aberdeen GWD			-7500							IGWA Assignment
99999950	IGWA	North Fork Reservoir Company			-801.3							IGWA Assignment
99999950	Surface Water Coalition	IGWA	IGWA		23290							IGWA Assignment
99999950	Surface Water Coalition	AFRD #2			-4900							SWC Assignment
99999950	Surface Water Coalition	Milner Irrigation District			-1000							SWC Assignment
99999950	Surface Water Coalition	Twin Falls Canal			-15750							SWC Assignment
99999950	Surface Water Coalition	Various	Bingam, Bonn-Jeff, Jeff-Clark GWD		26714							Bingham, Bonn-Jeff, Jeff-Clark GWD
99999950	Surface Water Coalition	A & B Irrigation District			-6400							SWC Assignment
99999950	Surface Water Coalition	Burley Irrigation District			-3750							SWC Assignment
99999950	Surface Water Coalition	Northside Canal			-9537							SWC Assignment
99999950	Surface Water Coalition	Twin Falls Canal			-8663							SWC Assignment
99999950	North Snake GWD	IGWA			16500							IGWA Assignment
99999950	North Snake GWD	ESPAR			-4,910							IGWA Assignment
99999950	North Snake GWD	Northside Canal			-8,008							IGWA Assignment
99999950	North Snake GWD	Minidoka Irrigation District			-1,582							IGWA Assignment
99999950	North Snake GWD	Southwest Irrigation District			-2,000							IGWA Assignment
99999950	Magic Valley GWD	IGWA			6500							IGWA Assignment
99999950	Magic Valley GWD	AFRD #2			-6500							IGWA Assignment
99999950	Am Falls-Aberdeen GWD	IGWA			7500							IGWA Assignment
99999950	Am Falls-Aberdeen GWD	ESPAR			-5000							IGWA Assignment
99999950	Am Falls-Aberdeen GWD	ESPAR			-2500							IGWA Assignment
99999950	ESPAR	Am Falls-Aberdeen GWD			5000							IGWA Assignment
99999950	ESPAR	Am Falls-Aberdeen GWD			2500							IGWA Assignment
99999950	ESPAR	Jensen Grove			-2006.3							IGWA Assignment
99999950	ESPAR	North Snake GWD			4910							IGWA Assignment
99999950	ESPAR	Snake River Valley			-4910							IGWA Assignment
99999950	ESPAR	Mattson-Craig			-968.4							IGWA Assignment
99999950	ESPAR	Cade Carter Pond			-412.7							IGWA Assignment
99999950	ESPAR	Teton Bass Pond			-1157.4							IGWA Assignment
99999950	ESPAR	Snake River Valley			-194.2							IGWA Assignment
99999950	Water Mitigation Coalition	Minidoka Irrigation District	Water Mitigation Coalition		10000							Private Lease
99999950	Water Mitigation Coalition	Northside Canal			-1500							Water Mitigation Coalition Assignment

Station	Storage Account	Supplier or Recipient	Purchaser	Rental Pool and Leases (AF)			Adjustments (Acre-Feet)				Return to Spaceholder (AF)	Notes
				Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping		
99999950	Water Mitigation Coalition	AFRD #2			-1833							Water Mitigation Coalition Assignment
99999950	Water Mitigation Coalition	Milner Irrigation District			-170							Water Mitigation Coalition Assignment
99999950	Water Mitigation Coalition	Twin Falls Canal			-1678							Water Mitigation Coalition Assignment
99999950	Water Mitigation Coalition	A & B Irrigation District			-1088							Water Mitigation Coalition Assignment
99999950	Water Mitigation Coalition	Northside Canal			-2065							Water Mitigation Coalition Assignment
99999950	Water Mitigation Coalition	Twin Falls Canal			-1028							Water Mitigation Coalition Assignment
99999950	Water Mitigation Coalition	Burley Irrigation District			-638							Water Mitigation Coalition Assignment
99999950	Snake River	Snake River Reverted								614.1		Excess GW Exchange Pumping Reverted to Snake River
99999950	Snake River								1827.9			Refill Storage Accrual Oct. 31
99999950	Snake River								-1152			Adjustment for Ririe Correction
99999950	Snake River								1687			Adjustment for Willow Creek Correction
99999950	Snake River								-1987			Adjustment for Gain Averaging
99999950	Snake River			5832.9					-6067.5			Snake River Excess Use
99999950	Snake River	FMID			3264.4							FMID Recharge After 10/31
99999950	Snake River	FMID						13553.1				Water in excess of FMID allocation
<b>Totals</b>				<b>217741.8</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>-11132.50</b>	<b>39487.2</b>	<b>1102.4</b>	<b>(return to Spaceholder sums only positive numbers)</b>

Calculated Cell

Diversion	AF	Notes
Storage Past Milner	237818	From Oct. 31 Accounting
Idaho Power Use	42883.6	Power Storage Used
Bureau of Reclamation	194893.0	BOR Rental
Milner	41.4	Storage Past Milner - Idaho Power Use - BOR Use (input as a storage usage for 99999950 Milner in the storage report)

Artesian Water Split	AF	Notes
Artesian Allocation	2706.2	
to Milner Irrigation	1094.7	1189 AF space or 40.45% Letter dated 03/29/2021
to Twin Falls Canal Company	1611.5	1051 AF space or 59.55%

Artesian Final Split	AF	Notes
to Milner	1094.7	
to Twin Falls Canal Company	1611.5	
<b>Total</b>	<b>2706.2</b>	

Minidoka N and Minidoka S Use Split	AF	Notes
Total Use (from accounting)	392,902.2	Total Use
Minidoka N	222382.6	56.6% Total Use from Accounting because combined. Once split up, these changes need to be made in the YYYYData spreadsheet, UseQEY tab As per letter sent 3/9/2022
Minidoka S	170519.6	43.4% As per letter sent 3/9/2022

Late Fill	AF	Notes
Oct 31 AF Late Fill	197643	From Oct 31 Accounting
Rental	217741.8	From above spreadsheet
Total Adjusted Late Fill	-20098.8	Oct 31 Stored Fill - 2021 Rentals

The first fill of 2017 (2016 late season fill) goes to cover 2016 rentals.

Jackson Late Fill	0	Update in Indicator Tab
Lake Walcott Late Fill	0	Update in Indicator Tab
Total Late Fill	0	









## 2021 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

## LORENZO TO BLACKFOOT

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL	USR	PAL	WWS	HNRY5	L	ISL	PRK	GRSSY	L	RIRIE	AM	WWS	AM	FLLS	WALCOT	RNT	LTF	PAL	PW
13059050	IDAHO FLS POWR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059490	IF MONROC LYON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059505	WOODVILLE (22A)	4416.2	3381.3	1034.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059510	WDVL PMP1 (22B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059513	MULBERRY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059515	WDVL PMP2 (22C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059520	WDVL SIPH (22D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059523	GEM LAKE WILDL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059525	SNKE R VY (23A)	38523.4	29275.1	9248.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060050	A CORBETT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060055	P HILL (23B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060500	RESERV MITIG	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060501	RESERVATION	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060505	OXBOW PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061430	BLACKFOOT	8812.9	7138.4	0.0	0.0	1674.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061520	NEW LAVSD (24A)	9908.0	0.0	9269.3	0.0	638.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061521	ADAMS STH (25B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061523	ADAMS NTH (25C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061525	PEOPLES (25A)	17523.2	17523.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061610	ABERDEEEN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061625	SWID	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061650	CORBETT	8764.0	1899.4	3990.5	0.0	2111.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	762.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061670	NIELSON-HANSEN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061677	R LAMBERT (26B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061685	LAVSD PMPS (24B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061705	RIVERSIDE (26A)	848.1	0.0	309.9	0.0	538.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061995	DANSKIN	2182.0	0.0	164.7	0.0	2017.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062050	TREGO	803.6	734.2	69.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062051	JENSEN GROVE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062503	WEARYRICK	243.1	0.0	19.4	0.0	223.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062504	WADSWORTH (32A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062505	WADSWORTH (32B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062506	WATSON	1615.7	0.0	1067.4	0.0	548.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062507	PARSONS	511.5	0.0	511.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	219764.8	101975.6	100402.5	0.0	16480.7	0.0	75.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	830.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0













## 2021 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

## MISCELLANEOUS

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL	USR	PAL	WWS	HNRY5	L	ISL	PRK	GRSSY	L	RIRIE	AM	WWS	AM	FLLS	WALCOT	RNT	LTF	PAL	PW
99999100	POCATELLO CITY	18236.2	0.0	18236.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999150	IWRB	4842.9	0.0	4842.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999200	FRE-MAD SNAKE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999250	WYOMING COMPCT	21962.9	0.0	21962.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999300	PALISADES USRS	24883.0	0.0	0.0	24340.6	542.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999350	IDAHO POWER CO	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999400	BUREAU OF REC	54976.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	54976.8	0.0
99999410	ARTESIAN IRR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999500	SNAKE UNALC BK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999525	FREE-MAD TRANS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999550	FRE-MAD MISC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999600	F-M UNALLCATED	6315.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6315.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999700	MITIGATION INC	9992.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9992.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999725	GROUND WTR EX	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999950	MILNER	47985.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999990	OTHER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	189195.8	0.0	45042.0	24340.6	542.4	0.0	6315.6	0.0	9992.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	54976.8	0.0



## 2021 WATER DISTRICT 1 RESERVOIR CARRYOVER BY REACH (ACRE-FEET)

RIVER REACH	CARRYOVER	JACKSON	PALISADS	PAL	USR	PAL	WWS	HNRYS	L	ISL	PARK	GRSSY	L	RIRIE	AM	WWS	AM	FLLS	WALCOTT	RNT	LTF	PAL	PWR	
IRWIN TO LORENZO	25779.4	11725.5	12614.5	0.0	1439.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
LORENZO TO BLACKFOOT	219764.8	101975.6	100402.5	0.0	16480.7	0.0	75.6	0.0	0.0	0.0	0.0	0.0	830.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
BLACKFOOT TO MILNER	445740.1	200918.6	217886.2	0.0	2588.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	24347.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MAIN STEM HENRYS FRK	66843.5	0.0	0.0	0.0	0.0	56363.9	10479.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
FALLS RIVER	24412.0	5698.1	0.0	0.0	0.0	0.0	12983.4	0.0	0.0	0.0	0.0	0.0	5730.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TETON RIVER	8839.6	0.0	0.0	0.0	0.0	0.0	8839.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	189195.8	0.0	45042.0	24340.6	542.4	0.0	6315.6	0.0	9992.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	54976.8	0.0	0.0
TOTAL	980575.2	320317.9	375945.1	24340.6	21050.5	56363.9	38693.8	0.0	9992.7	0.0	0.0	0.0	30908.2	0.0	0.0	0.0	30908.2	0.0	0.0	0.0	0.0	54976.8	0.0	0.0

## 2021 WATER DISTRICT 1 RESERVOIR CARRYOVER - SYSTEM TOTAL (ACRE-FEET)

ALLOCATED	-	932589.4
UNALLOCATED	-	0.0
MILNER RESERVOIR	-	47985.7
TOTAL SYSTEM	-	980575.1

## 2021 WATER DISTRICT 1 RESERVOIR TOTAL STORAGE - OCTOBER 31 (ACRE-FEET)

RESERVOIR	CARRYOVER	LATE FILL	TOTAL
JACKSON LAKE	320317.9	17580.0	337897.9
PALISADES	400285.7	0.0	400285.7
PALISADES WWS	21050.5	24939.1	45989.6
HENRYS LAKE	56363.9	372.5	56736.4
ISLAND PARK	38693.8	6491.5	45185.3
GRASSY LAKE	0.0	0.0	0.0
RIRIE	9992.7	0.0	9992.7
AMERICAN WWS	0.0	53060.0	53060.0
AMERICAN FALLS	30908.2	0.0	30908.2
LAKE WALCOTT	0.0	95200.0	95200.0
OTHER	47985.7	0.0	47985.7
PALISADES PWRH	54976.8	0.0	54976.8
TOTAL	980575.1	197643.1	1178218.4

**WATER DISTRICT 1**  
**2023 PROPOSED DRAFT RENTAL POOL PROCEDURES**

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APPENDIX

- ❖ **Table 1:** Flow Augmentation Rental Chart for Procedure 5.2.105(a)
- ❖ Application Form to **Rent Storage from the Common Pool**
- ❖ Application Form to **Rent Storage from the Assignment Pool**
- ❖ Two-party Private Lease Agreement (all purposes)
- ❖ One-party Private Lease Agreement for groundwater recharge
- ❖ **Assignment Form** for spaceholder **to supply storage to Assignment Pool**
- ❖ **Supplemental Pool Form** for spaceholder **to supply storage to Supplemental Pool**

**2023**  
**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 7.5.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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, 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 10.7, 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.
- 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 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 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; 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 Rule 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 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 Tier1, 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 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, the storage system is considered full when all storage rights are filled 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.

## **PROCEDURE 6.0 PRIVATE LEASES**

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

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

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

6.4 **Fees & Surcharges.** There shall be added to the lease price the 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 Procedure 6.0, 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 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 7.5 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 7.5 and subject to impacts under Procedure 7.5 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 5.5 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 7.5 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 5.2.105(a), 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 5.2.105(a), 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 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 2.28;
  - (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 10.0



**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. 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: \_\_\_\_\_

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 - 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 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30<sup>th</sup>. 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:* \_\_\_\_\_

**BEFORE THE IDAHO WATER RESOURCE BOARD**

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

RESOLUTION TO APPROVE AMENDED RENTAL  
POOL PROCEDURES FOR 2022

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 is the local committee appointed by  
6 the Idaho Water Resource Board to facilitate the lease and rental of stored water within the  
7 Upper Snake River Rental Pool; and  
8

9           WHEREAS, the Water District 01 Advisory Committee has adopted amended procedures  
10 for the calendar year 2022, pursuant to which they intend to facilitate the lease and rental of  
11 rental pool stored water; and  
12

13           WHEREAS, the Director of the Department of Water Resources has reviewed the local  
14 committee procedures and has recommended that the Idaho Water Resource Board approve the  
15 2022 rental pool procedures; and  
16

17           NOW, THEREFORE BE IT RESOLVED that the Water District 1 2022 Rental Pool Procedures  
18 are approved by the Idaho Water Resource Board  
19

20           NOW, THEREFORE BE IT RESOLVED that if, pursuant to Rule 5.2.101 of the Water District  
21 01 2022 Rental Pool Procedures, additional amendments or changes to the rental pool  
22 procedures are needed, such changes will be subject to additional review and recommendation  
23 by the Director of IDWR and approval by the Idaho Water Resource Board.

DATED this 1<sup>st</sup> day of April 2022.



JEFF RAYBOULD, Chairman  
Idaho Water Resource Board



ATTEST  
JO ANN COLE-HANSEN, Secretary

# **2023 RESOLUTIONS**

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# **WATER DISTRICT 1 2023 RESOLUTIONS**

## **1. ANNUAL MEETING OF WATER DISTRICT**

BE IT RESOLVED, That the annual Water District 1 meeting shall be held on the first Tuesday of March of each year unless the director and Committee of Nine should find it necessary to change the meeting date.

BE IT FURTHER RESOLVED, That the water users of Water District 1 waive mailed notice of the annual meeting and direct publication of the meeting notice for two (2) consecutive weeks in at least three newspapers located throughout the water district. Nevertheless, Water District 1 will attempt reasonable notice of the annual meeting.

BE IT FURTHER RESOLVED, that in addition to all requirements of the Idaho Open Meetings Law, the agenda for the annual meeting shall be posted on the website maintained by the Water District, so long as the website is operable, not less than forty-eight (48) hours prior to the annual meeting and all minutes of the annual meeting shall be posted on the website maintained by the Water District within a reasonable time after the annual meeting.

## **2. WATERMASTER**

BE IT RESOLVED, That the watermaster shall use reasonable technology available to accurately distribute natural flow and storage water supplies pursuant to Chapters 6 and 8, Title 42, Idaho Code, and will use his available resources to assure that no water user or group of water users divert or use water not provided by their legal rights to the water supply; or properly supplied through leases or rentals in accordance with the rental pool procedures; that the watermaster maintain accurate records of water delivered to each water user; and

That the watermaster shall, by using available measured data and the best available estimates where data is unavailable, accurately allocate the estimated expenses of delivering water of the district to each ditch, canal company, irrigation district or other water user as provided by law; and

That the watermaster shall prepare the Annual Watermaster's Report as required by Idaho Code §42-606 and a proposed budget for the succeeding year as required by Idaho Code §42-615; and

That the watermaster shall investigate ways to expand and maintain automation where it can effectively improve management, reduce personnel costs, travel costs, or result in cost or water savings for water users of Water District 1, or assure better and more current data; and

That the watermaster of Water District 1 is hereby designated manager of the Rental Pool for the Committee of Nine; and

That the watermaster shall not deliver water to any ditch, canal company or other water user until receipt of the amount due and payable from such user is paid.

### **3. TREASURER**

BE IT RESOLVED, That the duly elected treasurer of Water District 1 shall keep a complete, accurate and permanent record of all monies received by and disbursed for and on behalf of the district or the advisory committee. The water district treasurer shall deposit all monies of the district and advisory committee in a depository which complies with the public depository law as contained in Chapter 1, Title 57, Idaho Code; and

That before undertaking the duties of the office, the water district treasurer shall take and subscribe to an oath before an officer authorized by the laws of the state to administer oaths, to faithfully perform the duties of the office, and shall file the oath with the director of the Idaho Department of Water Resources (IDWR); and

That the water district treasurer of Water District 1 shall have the right to collect any charges due and unpaid, by civil action, said action to be brought in any court of competent jurisdiction, in the name of the water district treasurer to whom such charges are payable, and in addition to the amount found due, together with interest and costs, may also recover such sum as the court may adjudge reasonable as attorney fees in said action; and

That the water district treasurer shall only disburse monies from the water district account upon submission of a written voucher approved by the watermaster for expenses incurred for water district purposes related to the delivery of water or by voucher approved by the chairman of the advisory committee for activities pursuant to resolutions adopted by the water users from district funds or funds retained pursuant to Idaho Code §42-613A; and

That the water district treasurer shall prepare a statement of the financial affairs of the district at the end of each fiscal year and shall file the statement with the director of the IDWR; and

That in the discharge of the above duties of the treasurer, he may seek staff assistance as needed.



#### 4. ELECTION OF WATERMASTER AND TREASURER

BE IT RESOLVED:

- a. Watermaster. That Tony Olenichak be elected watermaster, and be authorized to hire a full-time staff of a deputy, two assistants, a financial assistant, and such other assistants as provided by the adopted budget. The watermaster may hire additional assistants as authorized in Idaho Code §42-609, in an emergency. The watermaster shall serve for a term of one year and upon a determination of necessity therefore, an extension of that term as provided by the director of the Idaho Department of Water Resources (IDWR) for a period of time determined necessary by the director. A certified copy of the minutes containing this resolution and the oath of the watermaster shall be sent to the IDWR.
- b. Treasurer. That the Treasurer shall be a current member or alternate of the Committee of Nine, and shall serve a term of one year, or until a successor is elected or appointed. The treasurer's compensation and expenses shall be set by the Committee of Nine, but not to exceed the sum provided in the 2023 Water District 1 budget. Scott Breeding is hereby elected Water District 1 Treasurer and Mike Rasmussen as the assistant treasurer. In the event the Treasurer is not able to fulfill duties, the assistant treasurer will be compensated.

#### 5. BUDGET

WHEREAS, The water users of Water District 1 meeting in regular annual session find it necessary to confirm the continuation of the following "on-going" resolutions which direct the watermaster and the treasurer of the district in certain aspects of Water District 1 operations;

NOW, THEREFORE, BE IT RESOLVED, That the budget of Water District 1 adopted at the annual meeting shall become the basis for the aggregate amount to be assessed and collected from all water users in the district for the succeeding year. The actual deliveries for the past irrigation season or seasons will be the basis for the allocation of said expenses to the individual water users, canal companies, and irrigation districts. The amount assessed shall constitute a final determination of the amount due for that year, pursuant to Idaho Code § 42-612(5); and

That the treasurer shall establish and maintain a general account and shall cause all monies received to be deposited and shall make all disbursements as necessary to conduct the business of the water district; and

The budget for Water District 1 for the 2023 year beginning December 1, 2022 be as follows:

# WD01 Proposed 2023 Budget

	2022 BUDGET	11/30/2022 2022 ACTUAL	2023 BUDGET
<b>INCOME</b>			
ASSESSMENTS	1,010,000 <sup>1</sup>	1,019,200 <sup>1</sup>	1,212,000 <sup>1</sup>
RENTAL ADMINISTRATIVE FEE	400,000	193,573	200,000
STREAMGAGING INCOME	123,000 <sup>2</sup>	142,480 <sup>2</sup>	136,170 <sup>2</sup>
INTEREST	55,000 <sup>3</sup>	54,399 <sup>3</sup>	55,000 <sup>3</sup>
MARKET VALUE CHANGE ON LT ACCT		-158,805	
MISCELLANEOUS INCOME	4,000	2,213	4,000
	<b>1,592,000</b>	<b>1,253,059</b>	<b>1,607,170</b>
 NET INCOME/LOSS	 (604,700.00)	 (626,710.44)	 (719,580.00)

1 Includes UV Expenses to be billed to UV users

2 Reimbursed from USBR, Fremont-Madison, Fall River Hydro, and City of Idaho Falls

3 Actual Budgetary Basis of Accounting

# WD01 Proposed 2023 Budget

		11/30/2022	
	<b>2022</b>	<b>2022</b>	<b>2023</b>
	<b>BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET</b>
<b>EXPENSES</b>			
<b><u>HYDROGRAPHERS/RIVER RIDERS/WD1</u></b>			
TETON BASIN	52,400	53,491	59,000
IDAHO FALLS HYDROGRAPHER	4,200	3,157	4,200
LOWER VALLEY	3,700	11,041	11,000
HENRYS FORK	16,000	19,425	16,000
TETON RIVER	8,800	8,829	9,800
HEISE/RIGBY RIVER RIDER	16,500	15,110	18,500
BLACKFOOT	7,800	8,637	9,500
SWAN VALLEY	4,300	4,142	4,500
UPPER FALLS	5,500	0	5,500
WILLOW CRK	4,400	4,855	5,500
IDAHO FALLS RIVER RIDER	2,000	728	2,000
MILNER	700	674	750
<b>TOTAL</b>	<b>126,300</b>	<b>130,089</b>	<b>146,250</b>
<b><u>WD1 TEMPORARY EMPLOYEE</u></b>			
	<b>0</b>	<b>0</b>	<b>95,000</b>
<b><u>WD1 TREASURER</u></b>			
TREASURER SALARY	3,600	3,600	3,600
TREASURER MILEAGE	1,000	986	1,000
<b>TOTAL</b>	<b>4,600</b>	<b>4,586</b>	<b>4,600</b>
<b><u>PERSONNEL EXPENSES</u></b>			
RETIREMENT	23,000	17,906	23,000
PAYROLL TAXES ( FICA, Medicare, SUHD)	15,000	14,594	15,600
MILEAGE	80,000	72,500	87,000
STATE INSURANCE FUND	4,600	4,579	4,200
MISC. HYDROGRAPHER EXP	2,000	664	2,000
MISC. PERSONNEL EXPENSES	1,200	750	1,200
<b>TOTAL</b>	<b>125,800</b>	<b>110,993</b>	<b>133,000</b>
<b><u>PROGRAM EXPENSES</u></b>			
AUTOMATION	2,000	763	2,000
HYDROMET O & M	57,000	50,165	57,000
STREAMGAGING	340,800	320,800	347,800
WR ACCOUNTING and MEASUREMENT EQUIP	20,000	18,112	20,000
<b>TOTAL</b>	<b>419,800</b>	<b>389,840</b>	<b>426,800</b>
<b><u>EQUIPMENT EXPENSES</u></b>			
COMPUTER/OFFICE EQUIPMENT	3,000	2,688	3,000
TELEPHONE	4,200	4,200	4,200
<b>TOTAL</b>	<b>7,200</b>	<b>6,888</b>	<b>7,200</b>

# WD01 Proposed 2023 Budget

	2022 BUDGET	11/30/2022 2022 ACTUAL	2023 BUDGET
<b><u>MISCELLANEOUS EXPENSES</u></b>			
IWUA	500	500	500
POSTAGE	1,200	1,000	1,200
OFFICE SUPPLIES	2,500	1,574	2,500
RECORD STORAGE	400	317	400
BANK CHARGES	100	0	100
AUDIT	12,500	11,450	13,400
MEETINGS	6,000	3,821	6,000
MISC/ CONTINGENCY DEBT WAIVED	800	59,160	800
<b>TOTAL</b>	<b>24,000</b>	<b>77,822</b>	<b>24,900</b>
<b><u>WATERMASTER</u></b>			
IDWR CONTRACT	875,500	701,491	875,500
TRAVEL	10,000	3,564	10,000
<b>TOTAL</b>	<b>885,500</b>	<b>705,055</b>	<b>885,500</b>
<b>TOTAL WATER DISTRICT 1 OPERATIONS BUDGET</b>	<b>1,593,200</b>	<b>1,425,273</b>	<b>1,723,250</b>
<b>OTHER COMMITTEE OF NINE APPROVED EXPENDITURES</b>			
<b><u>COMMITTEE OF NINE - APPROVED BY RESOLUTION</u></b>			
ATTORNEYS	180,000	113,191	180,000
CONSULTANTS	5,000	1,524	5,000
FAMILY FARM ALLIANCE	5,000	5,000	5,000
LEGISLATIVE INTERNSHIP	3,000	0	3,000
CLOUDSEEDING	35,000	35,000	35,000
IWRB CLOUDSEEDING BY AIRPLANE	200,000	200,000	200,000
WATER EDUCATION	500	0	500
COMMITTEE OF NINE - MEETINGS/TRAVEL	100,000	61,742	100,000
<b>TOTAL</b>	<b>528,500</b>	<b>416,457</b>	<b>528,500</b>
<b>TOTAL WATER DISTRICT BUDGET</b>	<b>2,121,700</b>	<b>1,841,730</b>	<b>2,251,750</b>
<b><u>UPPER VALLEY FEES</u></b>	<b>75,000</b> <sup>4</sup>	<b>38,040</b> <sup>4</sup>	<b>75,000</b> <sup>4</sup>
<b>TOTAL BUDGET W/ UV FEES</b>	<b>2,196,700</b>	<b>1,879,770</b>	<b>2,326,750</b>

4 Charges covered by the Upper Valley Water Users

**6. INTERIM BUDGET**

WHEREAS, Water District 1 fiscal year is December 1 and end November 30 ; and

WHEREAS, The annual meeting of Water District 1 at which the annual budget is adopted is the first Tuesday in March, leaving the water district to operate for just over four months without a budget.

NOW, THEREFORE, BE IT RESOLVED, By Water District 1 meeting in regular annual session, that Water District 1 adopts a continuing budget of 40% of the current annual budget for the district to operate under between November and the annual meeting.

BE IT FURTHER RESOLVED, That the continuing budget approved by Water District 1 may be amended by the Committee of Nine provided it shall reasonably represent the budget resolution the Committee of Nine will propose to the water users at the next annual meeting.

**7. FILING OF ANNUAL MEETING MINUTES, BUDGET AND RESOLUTIONS**

BE IT RESOLVED, That copies of the minutes of the annual meeting, the approved budget, and resolutions 2, 3, 4, 5, 6 and 7 adopted at the annual meeting of the water users of Water District 1 shall be filed with the secretary of said meeting and thereupon he shall immediately prepare and file a certified copy thereof with the director of the Idaho Department of Water Resources and a certified copy with the county auditors of Bonneville, Teton, and Fremont Counties in accordance with Idaho Code §42-612 and §42-617.

**8. MINIMUM CHARGES FOR WATER DELIVERY**

WHEREAS, It is the watermaster's responsibility to assure the proper delivery of both natural flow and storage supplies to all water users; and

WHEREAS, The normal water district cost of delivering water to many water users is greater than their normal assessments would be based upon their total annual use of water.

NOW, THEREFORE, BE IT RESOLVED, That the watermaster of Water District 1 is hereby authorized to assess a \$100.00 minimum charge for every diversion within his jurisdiction when the pro-rated charge to the water user is less than the minimum charge.

**9. SPECIAL ASSESSMENTS-UPPER VALLEY WATER USERS**

WHEREAS, The water users located above Blackfoot, excluding irrigation entities which have duly and timely opted out of the upper valley legal services assessments by retaining their own individual counsel, (upper valley) have chosen to collectively retain legal counsel; and

WHEREAS, It is their desire to have the watermaster assess the upper valley water users for these legal services and other appropriate and reasonable expenses associated with representation of the collective interests in the upper valley in proportion to their water use unless an alternative method is adopted.

NOW, THEREFORE, BE IT RESOLVED, that the watermaster hereby be authorized to assess canals located above Blackfoot (excluding irrigation entities which have duly and timely opted out of the upper valley legal services assessments by retaining their own individual counsel) for legal fees and other appropriate expenses associated with representing the collective interest of the upper valley, including a Treasurer if required.

BE IT FURTHER RESOLVED, That such charges may not exceed the amount budgeted during the current year and that the assessments will be made in proportion to their water use or in a manor acceptable to and approved by representatives of the water users of the upper valley.

BE IT FURTHER RESOLVED, That the water district treasurer shall maintain said amounts in a separate account and that payment there from shall ONLY be made when authorized by the Upper Valley budget or the upper valley Committee of Nine members.

**10. COOPERATIVE PROGRAM**

WHEREAS, Water District 1 employee compensation has not been adequate to keep pace with inflation and other increasing costs, especially when compared to the private sector; and

WHEREAS, Engineers, hydrologists and other specialized, technical positions at Water District 1 are important for dealing with the critical water issues facing the district including the administration of the rental pool; and

WHEREAS, Water District 1 needs the ability to attract and keep sufficient new employees for these technical positions due in large part because of the wide difference in salary when compared to the private sector; and

WHEREAS, Water District 1 has previously not been allowed to adjust employee compensation due to the current Memorandum of Understanding which classifies them as “state employees”; and

WHEREAS, Due to a recent change in Idaho law which now allows Water District 1 to compensate its employees over and above the limits they would otherwise receive under the present rates for their particular classifications as state employees.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 hereby grants the authority to the Committee of Nine to create a standing Compensation/MOU Sub-Committee of the Committee of Nine to work with the Director of Idaho Department of Water Resources (IDWR), which shall then make recommendations to the Committee of Nine for its consideration to adjust employee compensation for Water District 1 employees taking into account the expertise, specialization and technical training for each employee, compared with salaries offered in the private sector, as limited by the budgeted amount for employee compensation authorized by the water users of Water District 1.

BE IT FURTHER RESOLVED, That except for the modifications described herein, the water users of Water District 1 continue the cooperative program with the IDWR as outlined in the Memorandum of Understanding originally dated March 4, 1979, and as further amended from time to time with approval by the Committee of Nine, signed by the chairman of the Committee of Nine and the director of IDWR, a copy of which is attached hereto as Exhibit A and made a part hereof as if set out at length herein.

BE IT FURTHER RESOLVED, That based upon the above criteria and the recommendations of the Compensation Sub-Committee (MOU Committee), as approved by the Committee of Nine, the water users of Water District 1 hereby authorize the following salaries of Water District 1 employees, which include the salaries and raises currently proposed by IDWR, to be effective and implemented as soon as practical but not later than IDWR implements salary adjustments, upon adoption of this Resolution by the water users:

## **11. WATER DISTRICT PROPERTY**

BE IT RESOLVED, That the watermaster is hereby authorized to acquire, hold and dispose of such real and personal property, equipment and facilities in the name of the water district as necessary for the proper distribution of water and shall provide that all such real and personal property shall remain in the custody of the watermaster and the watermaster's successor.

## 12. COMMITTEE OF NINE

BE IT RESOLVED, That the Committee of Nine be designated to be the advisory committee under Idaho Code §42-605 and be continued with nine regular members selected by their respective districts and approved by the water users at the annual meeting of Water District 1. The member representing the Burley and Minidoka Irrigation Districts and the member representing the West side and East side of the Henrys Fork District shall be alternated between the two districts as they agree. Alternates for each committee member may be approved in the same manner as regular committee members at the annual meeting. Advisors to the Committee of Nine may consist of a representative from the United States Bureau of Reclamation, the Teton Basin, the AFRD #2, A & B Irrigation District, the Wyoming State Engineer, or others as approved by the Committee of Nine.

BE IT FURTHER RESOLVED, That the Committee of Nine shall elect from the regular committee members a Chairman, and Vice-Chairman for terms of two (2) years unless the position is vacated. These positions shall rotate, alternating among representatives of the following three (3) areas (each area determining which representatives shall serve as the officer from its area): Those representatives from districts below American Falls Reservoir; those representatives from districts in the Blackfoot and South Fork area; and those representatives from the Idaho Falls and Henrys Fork area. Members elected shall transition through the offices identified (except for the office of Treasurer which would rotate through the districts but not necessarily succeed to the Vice Chairman and Chairman). If at any time a member duly elected becomes unable to serve, his or her position shall be filled by a member identified as a substitute from the identified district.

BE IT FURTHER RESOLVED, That the Committee of Nine shall as needed, organize sub-committees, staffed with regular committee members or their alternates who shall make recommendations to the Committee of Nine. The United States Bureau of Reclamation representative and the Watermaster of Water District 1 shall serve as advisors to the rental pool subcommittee. The Chairman shall chair the Resolutions sub-committee. The Vice-Chairman shall chair the Rental Pool sub-committee. The Treasurer shall chair the Finance sub-committee. The sub-committees shall be staffed at the desires of the Chairman in consultation with the Vice-Chairman with the intent that each area be represented.

BE IT FURTHER RESOLVED, That in addition to all requirements of the Idaho Open Meetings Law, so long as the Water District website is operable, the notices for all regular meetings of the Committee of Nine and its subcommittees shall be posted on the website maintained by the Water District not less than five (5) days before the meeting; unless an emergency exists, the notices for all special meetings of the Committee of Nine and its subcommittees shall be posted on the website maintained by the Water District not less than twenty-four (24) hours before the meeting; agendas for all regular meetings of the Committee of Nine and its subcommittees shall be posted on the website maintained by the Water District not



less than forty-eight (48) hours before the meeting; agendas for all special meetings of the Committee of Nine and its subcommittees shall be posted on the website maintained by the Water District not less than twenty-four (24) hours before the meeting; and, all minutes of the regular and special meetings of the Committee of Nine and its subcommittees shall be posted on the website maintained by the Water District within a reasonable time after a meeting.

### **13. CREDENTIALS**

WHEREAS, The water users of Water District 1 have historically specified that "no person be elected to membership and service on the Committee of Nine ... unless he be a land owner and a water user..." and

WHEREAS, A "Person" shall include an individual or a duly authorized person from an "Entity" which is defined as a cooperative; corporation; sole proprietorship; unincorporated association; limited liability company; partnership; trust; estate; and body politic.

NOW, THEREFORE, BE IT RESOLVED, That water users and landowners shall be defined as follows:

- a. A Person who owns an irrigated farm that is comprised of more than twenty (20) irrigated acres that has a valid surface water right deliverable by the Water District 1 Watermaster; and
- b. A Person who currently or in the past receives over 50 percent of his annual income from farming activities;

### **14. AUTHORITY OF COMMITTEE OF NINE**

WHEREAS, The members of the Committee of Nine, as the water district's advisory committee, are elected to represent the general interest of the water users, and as such each Committee of Nine district shall be limited to one vote by either its regular Committee of Nine member or its approved alternate.

NOW, THEREFORE, BE IT RESOLVED, That the Committee of Nine is hereby authorized to:

- a. Advise and consult with the watermaster and director on matters related to water resources management and water distribution;
- b. Serve as the standing resolutions committee for all meetings of the water district;

- c. Take those actions necessary to represent and protect the interests of the water users of the water district and to authorize the expenditure of additional funds when necessary;
- d. Employ such legal, engineering, technical and clerical services that may be deemed necessary by the Committee of Nine to fulfill its responsibilities to the water users of the water district;
- e. Make and execute such contracts and agreements as may be deemed necessary or convenient;
- f. Do such other things, as the committee shall deem to be beneficial to the water users of the water district.
- g. To appoint such other persons as advisors to any subcommittee as deemed necessary by the Chairman in consultation with the Vice-Chairman.

BE IT FURTHER RESOLVED, That the Committee of Nine is hereby ratified as the local committee for the rental of stored water under Idaho Code §42-1765.

## **15. APPROVAL OF EXPENSES BY COMMITTEE OF NINE**

WHEREAS, The Committee of Nine has been selected by the water users of Water District 1 to represent their collective interests.

NOW, THEREFORE, BE IT RESOLVED, That the Committee of Nine be authorized to modify the budget and approve the expenditure of funds held by the water district for the following purposes:

- a. Unanticipated expenses of the water district;
- b. Necessary improvements to the water district's facilities;
- c. Educational projects designed to increase public awareness in the area of water distribution, water rights and water conservation;
- d. Other public projects designed to assist in the adjudication, conservation or more efficient distribution of water;
- e. Involvement in legislative, legal and agency deliberations on issues identified in the resolutions and such other matters involving water quantity and quality which could affect water users of the water district, including naming the Committee of Nine as a party in legal actions involving the Endangered Species Act, the Clean Water Act, and the negotiation and administration of federal and tribal claims filed in the Snake River Basin Adjudication and settlements, and further, to expend funds as are necessary

that may exceed the budgeted amounts for such expenditures and then approved by the Committee of Nine;

- f. To reimburse advisory committee members in accordance with the policy attached hereto as Exhibit B or as approved by the Committee of Nine;
- g. Items authorized in resolution number 14.

## **16. INDEMNIFICATION OF COMMITTEE OF NINE MEMBERS**

WHEREAS, The Committee of Nine has been selected by the water users of Water District 1 to represent their collective interests; and

WHEREAS, The Committee of Nine is highly involved in legislative, legal and agency deliberations on water quantity and water quality issues that could affect water users of the water district, including naming the Committee of Nine as a party in legal actions.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 authorizes the district to have the power to indemnify any person who was or is a party or is threatened to be made party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the district) by reason of the fact that he is or was a member of the Committee of Nine, an alternate, or appointee of the committee, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the district, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the district, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

BE IT FURTHER RESOLVED, That the water users of Water District 1 authorizes the district to have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the district to procure a judgment in its favor by reason of the fact that he is or was a member of the Committee of Nine, a director, officer, employee or agent of the district, or is or was serving at the request of the district as a member of the Committee of Nine, an alternate, or appointee of the committee against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the

best interests of the district and excerpts that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the district unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

BE IT FURTHER RESOLVED, That to the extent that a past or present member of the Committee of Nine, an alternate, or appointee of the committee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsection (a) or (b) hereof, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

BE IT FURTHER RESOLVED, That the water users of Water District 1 authorize the district to have the power to purchase and maintain insurance on behalf of any person who is or was a member of the Committee of Nine, an alternate, or appointee of the committee against any liability asserted against him and incurred by him in any capacity or arising out of his status as such, whether or not the district would have the power to indemnify him against such liability under the provisions of this section.

BE IT FURTHER RESOLVED, That the indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a member of the Committee of Nine, an alternate, or appointee of the committee, and shall inure to the benefit of the heirs, and personal representatives of such a person.

## **17. ATTORNEYS FEES**

WHEREAS, The Committee of Nine has been elected and recognized as the advisory committee of Water District 1 since 1919; and

WHEREAS, Idaho Code §42-612 authorizes the water users to budget for costs of the advisory committee in implementing resolutions adopted by the water users of the district; and

WHEREAS, The funding for advisory committee expenses associated with implementing resolutions adopted by the water users for other than the payment of

salary and operating expenses of the watermaster and assistants shall come from funds available pursuant to section Idaho Code §42-613A; and

WHEREAS, Idaho Code §42-619(8) provides the treasurer of the water district shall only disburse moneys from the water district account upon submission of a written voucher approved by the chairman of the advisory committee for activities pursuant to specific resolutions adopted by the water users from district funds; and

WHEREAS, The accounting of the water district would better comply with accounting standards if all legal firms hired by the Committee of Nine complied with certain standard procedures.

NOW, THEREFORE, BE IT RESOLVED, By the water users of Water District 1, that the following procedures be implemented to govern the relationship between legal firms employed by the Committee of Nine, as follows:

- a. That legal firms may hereafter only be hired by the Committee of Nine at a regular or special meeting on such conditions as the Committee might prescribe in an employment contract; and
- b. That legal firms shall execute an employment contract with the Committee of Nine of Water District 1 which shall list those items (resolutions) that have been previously designated as work for the Committee of Nine by that firm, which contract shall have a fee schedule for said firm's work attached; and
- c. That each firm shall itemize the work accomplished on each resolution assigned to the firm and the time spent thereon during the previous billing period on its monthly statements to the Committee of Nine, and all expenses and costs advanced during the month, including the payment of filing fees and other expenses; and
- d. That each firm will work on a standard hourly rate for services performed by attorneys and paralegals working on any authorized matter according to the hourly rates approved in the employment contracts. Each firm may reevaluate hourly rates as of January 1 each year but shall not increase rates without Committee of Nine approval; and
- e. That for each new issue arising under existing water user resolutions that one or more of the designated firms are asked to become involved in by a Committee of Nine motion and resolution, the Committee of Nine shall, to the extent possible, designate the scope of work and desired result.
- f. Prior to attorney fees exceeding budget item, pursuant to Resolution 15, Committee of Nine has the right to redirect funds from an unspent, related budget item.

**18. CONTINGENCY FUND-WATER RENTALS**

WHEREAS, The watermaster from time to time finds that storage has been used in excess of entitlements; and

WHEREAS, These "excess uses" require an allocation of rental pool storage; and

WHEREAS, Discussions and petitions regarding these excess storage uses can be time-consuming and can result in delays in making payments to rental pool participants.

NOW, THEREFORE, BE IT RESOLVED, That the Committee of Nine is authorized to maintain \$400,000 of the funds generated through the administrative fee placed on water rentals for the purpose of assuring rental pool participants can be paid in accordance with the Water District 1 Rental Pool Procedures.

BE IT FURTHER RESOLVED, That all monies collected for excess use rental charges, plus all appropriate interest and penalties, shall be first used to replace monies spent from this account.

**19. CONDITIONS TO DELIVERY OF WATER**

WHEREAS, It is in the interest of all water users to have the water rights within Water District 1 delivered by priority; and

WHEREAS, The accounting system now used by Water District 1 requires that each diversion have assigned to it a specific list of decreed, licensed, and storage entitlements; and

WHEREAS, Those diversions which have no decreed, licensed or permitted water rights will necessarily be taking storage water any time a diversion takes place.

NOW, THEREFORE, BE IT RESOLVED, That no diversion under a decree, license or permit, shall be allowed unless the list of rights for that diversion are found in the watermaster's records or proper arrangements have been made to procure an adequate water supply prior to the start of the irrigation season.

**20. STORAGE DIVERSION REPORTING**

WHEREAS, It is the watermaster’s responsibility to assure the proper distribution of natural flow to all water users; and

WHEREAS, Diversions in Water District 1 may deliver water for rentals, groundwater conversions, recharge, and for other entities not entitled to receive natural flow while the diversion’s water rights are in priority; and

WHEREAS, The watermaster must have an accurate record of the daily volume of storage diverted to lands or purposes that should not be receiving natural flow to ensure that the system’s natural flow is distributed accurately to all diversions;

NOW, THEREFORE, BE IT RESOLVED, That any diversion carrying storage water for purposes or lands not entitled to receive the diversion’s natural flow while the diversion’s natural flow water rights are in priority must report their daily volume of storage diverted to the watermaster to ensure proper natural flow distribution to Water District 1 diversions; and

BE IT FURTHER RESOLVED, That storage water for purposes or lands not entitled to receive a diversion’s natural flow will not be assigned to the diversion in the Water District 1 final water right accounting if the daily storage deliveries are not reported for the diversion.

**21. RENTAL POOL PROCEDURES OF COMMITTEE OF NINE**

BE IT RESOLVED, That the following Water District 1 Rental Pool Procedures be approved by Water District 1 and submitted for approval by the Idaho Water Resource Board as follows:

See the Rental Pool Section.

**22. WATER DISTRICT 1 POLICY POSITION**

WHEREAS, Idaho is a priority doctrine state where historically water has been developed and used in the various areas of the state; and

WHEREAS, Various water policy issues may arise that could potentially impact historic water distribution patterns and water supplies in Idaho; and

WHEREAS, The water users of Water District 1 and their representatives, the Committee of Nine, advocate the following positions through future policy discussions, negotiations, and/or litigation if necessary:

- a. Administration of water rights that have been or will be adjudicated in the Snake River Basin Adjudication (SRBA) must recognize traditional distribution and water management;
- b. The zero minimum flow at Milner, as established in the state water plan and in General Provision no. 4 in Basin 02 of the Final Unified Decree issued in the Snake River Basin Adjudication (SRBA) be recognized as Water District 1's position, and that there can be no call for deliveries of Snake River water below Milner by downstream interests;
- c. Releases of Snake River water past Milner must be consistent with state law and limited to annual arrangements approved by the Committee of Nine and the Idaho Water Resource Board;
- d. Any changes in upstream water rights that would allow Snake River water to be transferred below Milner shall be by Committee of Nine agreement only or will be vigorously opposed.

NOW, THEREFORE, BE IT RESOLVED, By the water users of Water District 1, that the Committee of Nine is authorized to allocate sufficient funds to protect and defend these principles in policy discussions, negotiations, and/or litigation related to water right adjudication, administration, or water management.

## **23. EVAPORATION LOSSES FROM RESERVOIRS WITHIN WATER DISTRICT 1**

WHEREAS, The reservoirs on the mainstem of the Snake River and its tributaries within Water District 1 are used for the storage of water for irrigation and in the distribution and delivery of natural flow and stored water to water users within Water District 1; and

WHEREAS, It is to the benefit of all water users within Water District 1 to establish a standard accounting procedure for handling evaporation losses from reservoirs within Water District 1.

NOW, THEREFORE, BE IT RESOLVED, That the total evaporation losses determined to occur from all reservoirs shall be proportionately allocated among all allottees or spaceholders receiving water from storage, without regard to the priority for storing water in the respective reservoir or its location.



BE IT FURTHER RESOLVED, That this resolution be recommended to the watermaster of Water District 1 and the director of the Idaho Department of Water Resources for implementation of these accounting procedures.

## **24. RECHARGE**

WHEREAS, Water levels in the Eastern Snake Plain Aquifer (ESPA), as well as surface water flows, have declined over the past several years due to changes in irrigation delivery operations and practices, drought, and groundwater pumping; and

WHEREAS, These declining water levels and surface water flows may be improved by managed recharge at various locations on the Snake River Plain as determined by the ESPA model and recharge study; and

WHEREAS, Managed recharge is recharge of the ESPA by authorized diversion and use of storage or natural flow water rights in existing irrigation delivery facilities or other designated facilities; and

WHEREAS, At the present time, recharge facilities are available to accommodate recharge to ESPA within Water District 1.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support continued efforts and funding to identify and implement the most effective managed aquifer recharge sites and projects, which would, replenish ground water levels and surface and spring flows.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support recharge and are ready, willing and able to provide facilities to commence recharge upon clearly defined recommendations or proposals from the state of Idaho and Idaho Water Resource Board (IWRB).

BE IT FURTHER RESOLVED, That the water users of Water District 1 support and urge the IWRB to work with the Committee of Nine, canal companies and irrigation districts on management of the recharge component of the ESPA Comprehensive Aquifer Management Plan.

**25. IWRB COMPREHENSIVE AQUIFER MANAGEMENT PLAN (CAMP)**

WHEREAS, In 2006 the Idaho Legislature passed Senate Concurrent Resolution No. 136 requesting the Idaho Water Resource Board (IWRB) to prepare and submit a CAMP for the Eastern Snake Plain Aquifer (ESPA); and

WHEREAS, The IWRB with the assistance of Idaho Department of Water Resources and a stakeholder advisory committee completed the CAMP and IWRB approved it on January 29, 2009; and

WHEREAS, The stated goal of the CAMP is to “Sustain the economic viability and social and environmental health of the Eastern Snake Plain by adaptively managing a balance between water use and supplies”; and

WHEREAS, The objectives of the CAMP are to: 1) increase predictability for water users by managing for a reliable supply; 2) create alternatives to administrative curtailment; 3) manage overall demand for water within the Eastern Snake Plain; 4) increase recharge to the aquifer; and 5) reduce withdrawals from the aquifer; and

WHEREAS, The CAMP seeks to effect a total long-term water budget change in the ESPA by 600,000 acre-feet over a 20-year period, with a 200-300,000 acre-feet change within the first 10 years; and

WHEREAS, Implementation of the CAMP and its proposed actions is dependent upon adequate funding, including funding from the state of Idaho; and

WHEREAS, Many water users in Water District 1 have an interest in the sustainability of the ESPA to ensure water supplies for their water rights; and

WHEREAS, The governor of the state of Idaho, Legislative leadership of the state of Idaho, and the IWRB remains committed to the CAMP; and

WHEREAS, The Idaho Water Resource Board following the request of the Governor of the State of Idaho is developing a water resource sustainability policy; and

WHEREAS, Now is the time for all members of the CAMP, including the implementation committee members, to continue to work on a long-term funding mechanism and process for prioritizing and selecting projects on the ESPA in the future.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 continue to support IWRB’s efforts in formulating and implementing the CAMP for the benefit of the ESPA, the development and implementation of the sustainability policy and support further discussions to resolve the funding issues.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support and urge the state of Idaho to fund the state's portion of the CAMP for purposes of its implementation.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support and urge the IWRB to work with the Committee of Nine and water users of Water District 1 on development and implementation of projects.

**26. CONTINUED SURFACE WATER DELIVERY OPERATIONS**

WHEREAS, Ground water levels and surface water flows may decline by changes to surface water delivery operations, including reduced incidental recharge; and

WHEREAS, Preventing further declining water levels and surface water flows may be accomplished by supporting continued surface water delivery operations, including continued incidental recharge from these operations; and

WHEREAS, Water users in Water District 1 may take actions to improve surface water delivery operations, including implementing conservation or efficiency measures.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support continued surface water delivery operations, including incidental recharge from these operations.

BE IT FURTHER RESOLVED, That the water users of Water District 1 recognize a water delivery entity's right to change surface water delivery operations, including implementing conservation or efficiency measures.

**27. USBR OPERATION & MAINTENANCE (O&M) ACTIVITIES**

WHEREAS, The United States Bureau of Reclamation (USBR) operates and maintains important water supply and hydropower facilities throughout Water District 1; and

WHEREAS, Such facilities are aging and may be in need of major maintenance or restoration activities and, in some cases, the high costs of completing these maintenance projects are compounded by governmental, environmental, or endangered species requirements; and

WHEREAS, The USBR plans, budgets, manages, allocates and passes the costs of project O&M and extraordinary maintenance or restoration activities on to their

water user customers without significant involvement from the project beneficiaries.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 urge the USBR to:

- a. Work with their contracting spaceholders in formulating O&M budgets and planning for extraordinary maintenance or restoration activities on applicable facilities well in advance of actual expenditures;
- b. Account for and explain to their contracting spaceholders, actual O&M costs incurred for each applicable facility, including budget comparisons and other detailed cost accounting analysis as requested by the contracting spaceholders;
- c. Work with their contracting spaceholders on planning, budgeting, bidding, and managing extraordinary maintenance and renovation activities on applicable facilities in order to contain costs and maximize benefits;
- d. Work with Congress and the Administration to obtain alternative funding sources to assist their contracting spaceholders in covering the added costs of complying with environmental, species protection laws in maintaining and restoring USBR facilities in the West;
- e. Encourage the USBR to only include those costs associated with the actual delivery of water to agricultural purposes in the O&M budgets which are billed to agricultural water users.
- f. Develop timely and efficient processes to allocate funds through grant and/or loan programs, including those made available through the Infrastructure Investments and Jobs Act of 2021.

## **28. RIRIE RESERVOIR FLOOD CONTROL RULE CURVES**

WHEREAS, The flood control rule curves for Ririe Reservoir were developed prior to the time Ririe storage space was contracted; and

WHEREAS, The storage space in Ririe Reservoir is now contracted to Mitigation, Inc., an entity formed to mitigate the impacts to Upper Snake water users including but not limited to the advancement of water right priority date from 1891 to 1867 pursuant to water right number 01-10223 caused by the 1990 Fort Hall Indian Water Rights Agreement, and contracted space has proven to be unreliable and difficult to fill; and

WHEREAS, Pursuant to the United States Army Corp of Engineers' (USACE) Standing Operating Procedures Reservoir Regulation: Ririe Dam the enacting legislation allows for modification of flood control rule curves as additional information becomes available; and

WHEREAS, The Standard Operating Procedures state the flood control objective of Ririe Dam is "to provide adequate storage space in the reservoir to regulate stream flow downstream insofar as possible to a non-damaging level, and yet still provide a near full reservoir at the end of the flood season for irrigation and other project purposes"; and

WHEREAS, Conditions in the Willow Creek basin have changed since the flood control rule curves were developed, including the establishment of an annual maintenance schedule to keep Willow Creek Canal, Sand Creek Canal and the Willow Creek Floodway channel free of ice during the winter; and

WHEREAS, The current flood control rule curves do not rely upon current or updated hydrologic conditions on Willow Creek; and

WHEREAS, The Standard Operating Procedures require cooperation between the United States Bureau of Reclamation (USBR), USACE, Idaho Department of Water Resources, the Water District 1 Watermaster, water users, fish & game, local interests and others in order to provide maximum benefits for the region; and

WHEREAS, The water users of Water District 1 are dependent upon available water supplies and adjusting the flood control rule curves would increase the reliability of contracted storage supplies in Ririe Reservoir; and

WHEREAS, The USBR and USACE have completed the Study of Proposed Modifications of Flood Control Operations of Ririe Reservoir, which has shown how the re-evaluation of winter flood control operations could retain flood control benefits while also providing valuable storage benefits during some years, under the Alternative B; and

WHEREAS, The USBR has completed a 2014 Environmental Assessment Ririe Winter Storage Study for Ririe Dam and Reservoir, which compares No Action to Alternative 1 with a finding of no adverse natural resource or socioeconomic impact.

WHEREAS, Legislation passed Congress (WIIN Act of 2016) to improve and update the Ririe Reservoir winter Flood Control Rule Curves to improve the water supplies of the water users, and

WHEREAS, Mitigation, Inc. has signed a MOA with the USACE and paid the USACE \$480,000 to conduct a proposal review for Ririe Reservoir.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 encourage the USBR and the USACE to change the flood control rule curves based on the hydrologic analysis completed in the USBR 2009 study to better match the current conditions in the Willow Creek basin and to allow for a more dependable contracted storage supply in Water District 1 and providing for full mitigation of the impacts resulting from the 1990 Fort Hall Indian Water Rights Agreement;

BE IT FURTHER RESOLVED, That the water users of Water District 1 supports changing, including reauthorization legislation if necessary, the Ririe Reservoir Project to properly balance Ririe Reservoir water and irrigation supplies with adequate flood control operations.

BE IT FURTHER RESOLVED, That the water users of Water District 1 encourage the Idaho Water Users Association and the Idaho State Legislature to support Water District 1 efforts to change the Ririe Reservoir Flood Control Rule Curves.

## **29. RESERVOIR & RIVER OPERATIONS**

WHEREAS, The Committee of Nine has formed a reservoir and river coordination sub-committee, with the acceptance of the United States Bureau of Reclamation (USBR), to meet with and receive updates on winter releases at Palisades Reservoir; and

WHEREAS, The fill of Palisades Reservoir is critical to the overall operations of Water District 1's canal companies and irrigation districts; and

WHEREAS, The State of Idaho and Water District 1 recognizes that power production and use of power head is subordinate to irrigation storage rights; and

WHEREAS, Concerns have been raised over the USBR's winter operations at Palisades Reservoir and the effect those operations have on the availability of water for all uses including flow augmentation; and

WHEREAS, The past operations have shown additional involvement and discussion of sub-committee members may provide additional information necessary for successful fill operations in Palisades Reservoir.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 urge the USBR to incorporate recommendations from the sub-committee to the fullest extent possible consistent with other governing requirements to ensure a fill of Palisades Reservoir.

**30. SUPPORT OF OPERATIONS FORUM UNDER– 2009 REAFFIRMATION AGREEMENT OF THE SWAN FALLS SETTLEMENT**

WHEREAS, The Upper Snake River Advisory Committee (Operations Forum) was created in 2011 pursuant to the further Swan Falls Settlement Agreements in the SRBA in order to address more efficient river and reservoir operations in Water District 1; and

WHEREAS, The Operations Forum is comprised of representatives from the State and major stakeholders which own storage waters, natural flow waters and power rights at and above Milner Dam in Water District 1; and

WHEREAS, The Operations Forum concept is supported by the water users of Water District 1 provided the water users rights are fully protected; and

WHEREAS, The Operations Forum does not supersede existing water rights of decreed or storage reservoir rights to maximize water supplies in the upper snake river.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support the Operations Forum created pursuant to the 2009 Reaffirmation Agreement of the Swan Falls Settlement Agreements in the SRBA and authorize designated Water District 1 members to attend and fully participate in the meetings of the Operations Forum.

BE IT FURTHER RESOLVED, That the duly designated Water District 1 members to the Operations Forum shall have no authority to bind water users of Water District 1 or the Committee of Nine without the express written authorization of the Committee of Nine or the water users of water users of Water District 1 through resolution.

### **31 USBR PROPOSED CHANGES TO RECLAMATION MANUAL**

WHEREAS, In 2011 the United States Bureau of Reclamation (USBR) began a process to revise and make changes to certain policy's in its Reclamation Manual as set forth in PEC 09, PEC 05, PEC 09-01, and PEC 05-01; and

WHEREAS, USBR asserts that water used for "irrigation" purposes must meet a criteria of commercial agricultural use on over 10 acres; and

WHEREAS, USBR's draft policies and its implementation may adversely affect existing water use under existing contracts between water users in Water District 1 and USBR; and

WHEREAS, USBR'S draft policies may not be in accord with existing state law, concerning land and water use.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 oppose any effort by USBR to adopt or implement new policies that would adversely affect the water users' interests, including the use of their storage water rights.

### **32. STATE OF IDAHO INVASIVE SPECIES PROGRAM**

WHEREAS, Invasive species pose a threat to the State of Idaho, its natural resources, and local economies; and

WHEREAS, Invasive aquatic species like Quagga and Zebra mussels, are especially threatening to the State of Idaho's waterways, water users, and its agricultural economy; and

WHEREAS, The Snake River and Columbia River basins are currently free of such invasive aquatic species; and

WHEREAS, Infestations of Quagga and Zebra mussels are well documented in other states throughout the country, notably the lower Colorado River basin; and

WHEREAS, These species were also recently found in waterbodies in the State of Montana, which poses a particular concern to Idaho water users; and

WHEREAS, The Idaho Legislature enacted the "Idaho Invasive Species Act of 2008" to assist in prevention, early detection, rapid response and eradication of invasive species; and



WHEREAS, The Western Governors' Association launched the Western Invasive Species Council to coordinate a more aggressive and cohesive strategy for invasive species management that includes prevention, monitoring, control and eradication; and

WHEREAS, Maintaining and even enhancing the existing level of preventive and protective measures implemented by the State of Idaho is vital to all Idaho water users; and

WHEREAS, Supporting and coordinating efforts to prevent the spread of invasive species, especially aquatic invasive species, benefits all Idaho water users.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 supports the State of Idaho's invasive species program and local initiatives to prevent the infestation of invasive species, especially aquatic invasive species.

BE IT FURTHER RESOLVED, That the water users of Water District 1 supports continued legislative funding of the Idaho State Department of Agriculture's program and prevention strategy, including watercraft inspection, monitoring surveys, and outreach/education to boaters.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support the current inspection and prevention programs, as well as enhancement of such programs to protect Idaho's waterways.

BE IT FURTHER RESOLVED, That the water users of Water District 1 urge and support coordinated efforts between the states and federal agencies to eradicate aquatic invasive species and prevent their spread to the State of Idaho.

### **33. CLOUD SEEDING**

WHEREAS, The water resources of the Snake River Basin (both surface and ground) are being stressed by drought, population growth, and increasing demands by agriculture, cities, and recreational activities; and

WHEREAS, Cloud seeding is a water management tool that can augment water supplies for all citizens of Idaho; and

WHEREAS, Water District 1, irrigation districts and canal companies and counties financially supported the cloud seeding program of the High Country Resource Conservation and Development Council (RC&D); and

WHEREAS, the Idaho Water Resource Board in partnership with Idaho Power Company has initiated a cloud seeding program in cooperation with High Country RC&D.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 strongly encourage and support Idaho Power, the Idaho Water Resource Board and the RC&D Council efforts covering the Snake River Basin area in Water District 1 to develop, operate, maintain, and fund a coordinated, scientifically based cloud seeding program during the winter time for the watershed areas of the Snake River including the Henrys Fork and its tributaries.

BE IT FURTHER RESOLVED, That Water District 1 participate with the RC&D Councils by including a budget item for cloud seeding of at least 1/3 of the cost up to \$35,000 (to be reviewed annually) with the balance of program costs coming from the RC&D Councils.

BE IT FURTHER RESOLVED, That Water District 1 participate with the Idaho Water Resource Board by including an additional budget item for cloud seeding of up to \$200,000 (to be reviewed annually) to support the cloud seeding program operated by Idaho Power in cooperation with the Idaho Water Resource Board with the balance of the program costs coming from the Board or other participants.

BE IT FURTHER RESOLVED, That a copy of this resolution be sent to the High Country, Three Rivers, Mid-Snake, and Wood River RC&D Councils, the Idaho Water Resource Board and Idaho Power Company.

#### **34. WATER MONITORING EXPENSES**

WHEREAS, The Idaho Department of Water Resources (IDWR) incurs expenses for monitoring conditions of the Eastern Snake Plain Aquifer (ESPA), updating the ESPA ground water model, updating surface water modeling tools, and updating accounting for water rights; and

WHEREAS, Such tools are essential for water administration for the waters of the state and benefit all residents of the state; and

WHEREAS, Water users recognize that diversions in excess of the water actually consumed occur with most uses, and such excess water becomes the source or a portion of the source of another water right.

NOW, THEREFORE, BE IT RESOLVED, That because the efforts, models and tools of the IDWR are essential to water administration, and beneficial to the entire state of Idaho, the expenses of such efforts should be borne from the general fund of the state.

## 35      **ADDITIONAL STORAGE**

WHEREAS, Water is the most precious natural resource of the state of Idaho; and

WHEREAS, Water users of Water District 1 have been experiencing shortages in water availability and deliveries in recent years; and

WHEREAS, Continued, unprecedented drought, population growth and urban development, conjunctive administration, Endangered Species Act requirements and other additional demands are being placed on the already scarce water resources of the state; and

WHEREAS, Idaho stores a small percentage of its annual run-off in comparison with other states; and

WHEREAS, Additional storage would be beneficial for water users of Water District 1 for irrigation, domestic, municipal, commercial, industrial, recreation, flood control, resident fisheries, wildlife and other purposes; and

WHEREAS, New storage reservoirs can take many years to plan, design and construct; and

WHEREAS, The Teton Dam, Minidoka Dam enlargement, Twin Springs Dam, Galloway Dam and Lost Valley Dam have initially been identified by the director of the Idaho Department of Water Resources (IDWR); and

WHEREAS, The U.S. Bureau of Reclamation is presently conducting the Henrys Fork Basin Special Study which is reviewing possible supplemental storage sites.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 encourage the IDWR and the Idaho Water Resource Board, in cooperation with other interested Federal and State agencies, local governments, water users and other citizens, to study potential storage projects, identify those that have the most benefit to the state of Idaho, and develop funding strategies to move forward with the planning, design and construction of those projects.

BE IT FURTHER RESOLVED, That the water users of Water District 1 urge the Governor and Legislature of the state of Idaho to allocate state funding and commit additional resources as necessary to assist in carrying out these objectives.

**36. IDWR FUNDING**

WHEREAS, State funding for the Idaho Department of Water Resources (IDWR) has not been adequate to keep pace with inflation and other increasing costs, especially when compared to other state agencies and the private sector; and

WHEREAS, Engineers, hydrologists and other specialized, technical positions at the IDWR are important for dealing with the critical water issues facing the state of Idaho, including urbanization, conjunctive administration and environmental demands; and

WHEREAS, The IDWR has lost several valuable employees and struggles to attract and keep sufficient new employees for these technical positions due in large part because of the wide difference in salary when compared to other state agencies and the private sector; and

WHEREAS, Unless the IDWR is adequately funded it cannot carry out its mandated responsibilities or shoulder new responsibilities as the water resources of the state become more valuable and scarce.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support adequate funding for the IDWR, in order to bring the agency to parity with other state agencies and the private sector.

**37. ENDANGERED SPECIES ACT**

WHEREAS, The Federal Endangered Species Act (ESA) is clearly designed to support maintaining endangered or threatened species through artificial propagation; and

WHEREAS, Special interest groups use the ESA to obstruct beneficial water resource projects; and

WHEREAS, The appropriate federal agencies do not adequately or appropriately administer the ESA; and

WHEREAS, Recovery plans for threatened and endangered species is a federal obligation but can be delegated to or developed in cooperation with states.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support revision and amendment of the ESA of 1973 to:

- a. Require simultaneous recovery plans with listing decisions;
- b. Require that the agency specify only reasonable and prudent alternatives contained in approved recovery plans if alternatives are needed to avoid jeopardy;
- c. Require the agency to include economic considerations as well as scientific data in a determination of the value of listing a species for either threatened or endangered status;
- d. Provide that cooperative agreements between federal, state and local agencies, and water supply entities shall be deemed a substitute for listing for habitat conservation or recovery plans;
- e. Preclude the Secretary of Interior from designating by regulation waters to which the United States exercises sovereignty as critical habitat that would impact non-federal waters or entities;
- f. No provision or program of the ESA shall be construed or applied to authorize a taking or deprivation of any state created interest in water or water right.

### **38. ESA PETITIONS / PROGRAMS**

WHEREAS, Certain species and plants have been listed or petitioned for listing under the ESA that could affect water use in Water District 1, including but not limited to stocks of Snake River salmon and steelhead, Yellowstone cutthroat trout, Western Yellow-billed cuckoo, and various snails; and

WHEREAS, Such federal listings and associated programs including critical habitat designations, hatchery policies, and studies could threaten water diversion, storage, and use operations in the Upper Snake River Basin; and

WHEREAS, The consequences of such federal actions and listings could be devastating to Water District 1 water users and the agricultural economy of the State of Idaho.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 oppose ESA listings, petitions to list, programs, and litigation that could negatively impact water use and operations in the Upper Snake River Basin;

BE IT FURTHER RESOLVED, That the water users of Water District 1 support petitions to delist plant and animal species, including various Snake River snails, and oppose litigation that would seek to overturn any de-listing rules issued by the U.S. Fish Wildlife Service or NOAA Fisheries;

BE IT FURTHER RESOLVED, That the water users of Water District 1 coordinate with the State of Idaho Office of Species Conservation and continue to monitor and participate in any federal or state processes concerning listed plants and species that could affect water diversion, storage, and use in the Upper Snake River Basin.

### **39 FCRPS / CRSO LITIGATION**

WHEREAS, National Oceanic and Atmospheric Administration Marine Fisheries Service (NOAA Fisheries) previously released various biological opinions on the Federal Columbia River Power System (FCRPS) regarding Snake River and Columbia River anadromous fish that have been subject to litigation; and

WHEREAS, NOAA Fisheries and the federal action agencies recently completed a final Environmental Impact Statement (FEIS) and Record of Decision (ROD) and companion biological opinion for continued operations of the Columbia River System Operations (CRSO); and

WHEREAS, various groups recently filed an amended complaint challenging the FEIS and ROD and those groups are seeking declaratory and injunctive relief regarding the operations of the federal dams; and

WHEREAS, The water users of Water District 1 do not agree that United States Bureau of Reclamation's (USBR) Upper Snake River Basin Projects are operated as part of the FCRPS or CRSO; and

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 oppose any attempt to combine the separate ESA consultations for the FCRPS or CRSO and the USBR's Upper Snake River Basin Projects.

BE IT FURTHER RESOLVED, That the water users of Water District 1 oppose any further efforts by NOAA Fisheries or the plaintiffs to impose any further requirements that might directly or indirectly affect water storage or use in the Upper Snake River Basin, including any attempts to require additional flow augmentation contrary to the terms of the Nez Perce Snake River Water Rights Settlement.

BE IT FURTHER RESOLVED, That the water users of Water District 1 oppose any requests for injunctive or other relief that would result in flow augmentation

from the Upper Snake River Basin or additional “spill” at various FCRPS dams, recognizing the increased costs to BPA detrimentally affect the water users of Water District 1 as well.

BE IT FURTHER RESOLVED, That the water users of Water District 1 monitor and participate in the 2020 CRSO-EIS and ROD litigation as necessary to ensure their interests are adequately protected.

#### **40. CLEAN WATER ACT**

WHEREAS, The United States Congress is presently considering reauthorization of the Clean Water Act (CWA); and

WHEREAS, Such reauthorization may significantly impact the water users in Water District 1; and

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 urge Congress and the administration to incorporate the following principles in any activities regarding the CWA, including promulgation of any regulations or agency guidance:

- a. That neither the United States Army Corps of Engineers (USACE) nor (EPA) nor any other federal agency or officer shall utilize any provision or program under the CWA to allocate or reallocate water quantity under water rights acquired pursuant to state law as part of any program that seeks to require specified levels of assimilative capacity, dilution water or instream flows;
- b. No provision or program of the CWA shall be construed or applied to authorize a taking of any interest in water created pursuant to state law;
- c. That section 404 protections and allowances for water dependent activities should be expanded, particularly with regard to permitting for facilities, which are related to the exercise of state created water rights. Section 404 should continue to include the de minimus exception to the “discharge of dredged material” and the exemption of “incidental fallback”;
- d. The USACE should adopt simplified procedures for issuing general and nationwide permits and for transferring 404 permit authority to states. Certain categories of water such as headwaters, isolated waters, and certain intrastate waters should be excluded from permit requirements;
- e. The USACE or EPA may not prohibit or in any way restrict or condition water diversions, depletions, or the consumptive use of water or water rights, which are authorized or decreed under state law;

- f. Section 404 and wetland jurisdiction should be limited so that it does not apply to water surfaces and water related vegetation areas created artificially incidental to irrigation, hydropower and water supply projects. Any new rules or regulations or amendment of existing rules or regulations that are promulgated by EPA or the USACE regarding their authority over “waters of the United States,” should expressly acknowledge the term “navigable” as directed by the United States Supreme Court in *Solid Waste Agency of Northern Cook County v. Corp.* and *Rapanos v. United States*;
- g. Reasonable best management practices should be incorporated in the law as the programs to be pursued for non-point sources;
- h. Maintain the provisions of the CWA that exempt irrigation delivery or conveyance systems and return flows from point source regulation. Existing non-point sources shall remain as non-point sources under any program adopted under the CWA. Entities owning such irrigation delivery or conveyance facilities shall be permitted to control or regulate the quality of such return flows and to develop cooperative programs with water users;
- i. That any proposed total maximum daily loads regulation should be subject to public review and comment as provided for by state law before implementation;
- j. Water contained in canals, laterals, pipes, and drain ditches, seep tiles, and other irrigation and water delivery facilities should not be considered “waters of the United States” by EPA, the USACE, Idaho Department of Environmental Quality and other federal and state agencies and the agencies should clarify that a 404 permit is not required for the discharge of dredge or fill material into irrigation ditches, canals, laterals and drains that are constructed and used for irrigation or drainage purposes;
- k. That neither the USACE nor EPA nor any other federal agency or officer shall utilize any provision or program under the CWA to require National Pollutant Discharge Elimination System (NPDES) or Idaho Pollutant Discharge Elimination System (IDPES) permits for inter- or intra-basin water transfers and that the agencies adopt regulations exempting such water transfers from NPDES permits.
- l. That EPA should clarify that application of pesticides and aquatic herbicides directly to “waters of the United States” consistent with the FIFRA label to control pests that are present in or present over such waters, including aquatic weeds, is not subject to permit requirements under the CWA or state law.



**41. WATER QUALITY STANDARDS / TMDLS / ANTIDEGRADATION RULES / IPDES PROGRAM – UPPER SNAKE RIVER BASIN**

WHEREAS, The Clean Water Act provides for the state of Idaho, through the Idaho Department of Environmental Quality, and the Shoshone-Bannock Tribes, to formulate water quality standards for various water bodies, and for impaired waters, total maximum daily loads (TMDLs) and implementation plans; and

WHEREAS, The adoption of water quality standards, TMDLs, and antidegradation rules, including litigation over the same, may impact water distribution and storage operations in Water District 1; and

WHEREAS, the State of Idaho, through the Department of Environmental Quality (DEQ) obtained EPA approval of its August 31, 2016 primacy application to take over the issuance and monitoring of pollutant discharge elimination system permits , which shall be completely transferred to DEQ by July 1, 2021.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 seek to continue the water distribution and storage operations that they have relied upon for their livelihoods, while at the same time working with state and tribal agencies to help address water quality issues in the Upper Snake River Basin.

BE IT FURTHER RESOLVED, That the water users of Water District 1 oppose any state, federal, or tribal water quality regulations, plans, policies, or permits that would negatively impact water distribution and storage operations in Water District 1, including impacts to the water users’ water rights and spaceholder contracts.

BE IT FURTHER RESOVLED, That the water users of Water District 1 oppose any litigation by third parties that would seek to change any water quality regulations or plans, policies, permits, including antidegradation rules, that would negatively impact the water users’ water rights and spaceholder contracts.

**42. HYDROELECTRIC PROJECT RELICENSING (Hells Canyon Complex and other facilities)**

WHEREAS, The Idaho Power Company and other utilities that supply electricity to water users in Water District 1 are currently in the process of relicensing various hydroelectric projects, including the Hells Canyon Complex; and

WHEREAS, Water users in Water District 1 rely upon a firm supply of power from the Idaho Power Company and other utilities; and

WHEREAS, The Hells Canyon Complex supplies approximately 70% of the hydroelectric power generated by the Idaho Power Company; and

WHEREAS, The State of Oregon previously asserted that it has authority to require passage or reintroduction of salmon and steelhead above the Hells Canyon Complex as part of any Section 401 certification under the Clean Water Act necessary for relicensing; and

WHEREAS, The State of Idaho opposes reintroduction and has passed legislation requiring the approval of both the legislature and the governor before introduction or reintroduction of species will be permitted in the State of Idaho and its waters; and

WHEREAS, The State of Oregon's position on passage had the potential to result in litigation; and

WHEREAS, fish passage is not an appropriate condition of a state's Section 401 water quality certification; and

WHEREAS, The State of Idaho, the State of Oregon, and Idaho Power Company recently reached a settlement for each state's Section 401 water quality certification that does not require passage, introduction, or reintroduction of listed salmon and steelhead above the Hells Canyon Complex in Idaho

NOW, THEREFORE, BE IT RESOLVED, That the water users in Water District 1 are opposed to passage, introduction or reintroduction of salmon, steelhead, and other species above the Hells Canyon Complex of hydroelectric dams on terms other than those provided for in the recent settlement.

BE IT FURTHER RESOLVED, That the water users of Water District 1 urge the Federal Energy Regulatory Commission (FERC), the state of Idaho and the Idaho Power Company to oppose passage, introduction or reintroduction of the species above the Hells Canyon Complex, or any study of dam removal at Hells Canyon or other locations within the state of Idaho that is inconsistent with the terms of the recent settlement.

BE IT FURTHER RESOLVED, That the water users of Water District 1 oppose all efforts by individuals, special interests groups, state or federal agencies and tribal groups to require introduction or reintroduction of salmon and steelhead above Hells Canyon Dam, or implementation of minimum flows as part of any water quality certification or any other state authorization.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support the recent settlement concerning the Idaho and Oregon Section 401 water quality certifications and urge the FERC to re-license the Hells Canyon Complex so long as the license continues to require that the water rights for said complex are subordinated to all upstream beneficial uses.

**43 FAMILY FARM ALLIANCE**

WHEREAS, The Family Farm Alliance is a national grass roots organization dedicated to supporting agriculture and water users both in Idaho and across the nation; and

WHEREAS, The Family Farm Alliance participates in lobbying Congress and raising awareness as to important agricultural issues, including water supply and water projects in Idaho.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 include a budget item to support participation in the Family Farm Alliance and support the Committee of Nine appointment of a person to represent the interests of Water District 1 to the Family Farm Alliance.

**44. LEGISLATIVE INTERNSHIP**

WHEREAS, The Idaho Water Users Association (IWUA) sponsors a legislative intern; and

WHEREAS, Water District 1 has helped support and sponsor a legislative intern through cooperation with IWUA in the past.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support IWUA’s legislative internship program by including a budget item to help sponsor a legislative intern.

**45. WATER SAFETY**

WHEREAS, Water District 1 has previously provided support for the state Otto Otter Program and other water safety education programs; and

WHEREAS, The Idaho Water Users Association (IWUA) has a water safety program including financial support for media awareness in Idaho; and

WHEREAS, Water Safety is an ongoing concern.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support water safety and education throughout Idaho.

**46. BLACKFOOT RIVER EQUITABLE ADJUSTMENT SETTLEMENT AGREEMENT**

WHEREAS, The 1990 Fort Hall Indian Water Rights Agreement was signed by and between the Shoshone-Bannock Tribes, the United States, the State of Idaho, and the Committee of Nine (Parties); and

WHEREAS, The Blackfoot River Equitable Adjustment Settlement Agreement (Agreement) was approved by the Committee of Nine and was signed by and between the Parties and sets forth the terms and conditions of the equitable adjustment provided for in paragraph x.d of water right no. 27-11375; and

WHEREAS, The Agreement is an addendum to the Partial Final Consent Decree Determining the Rights of the Shoshone-Bannock Tribes to the Use of Water in the Upper Snake River Basin dated August 2, 1995; and

WHEREAS, The Agreement calls for a Blackfoot River Water Management Plan (WMP), which has been developed and signed by the Parties to the Agreement; and

WHEREAS, The Director of the Department of Water Resources issued a *Final Order Regarding Instructions to the Watermasters for Water District Nos. 1 and 27 (ORDER)*, ordering the Watermasters of Water District Nos. 1 and 27 to administer and distribute water in their respective water districts in accordance with the provisions of the WMP, effective as of the 2014 irrigation season.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 hereby recognize the approval of the Agreement and WMP.

**47. BANNOCK CREEK EQUITABLE ADJUSTMENT**

WHEREAS, The 1990 Fort Hall Indian Water Rights Agreement (Agreement) was signed by and between the Shoshone-Bannock Tribes (Tribes), the United States, the State of Idaho (State), the Idaho Water Resource Board (Board), and the Committee of Nine; (Parties) and

WHEREAS, Article 7.2 of the Agreement granted the Tribes a Winters Doctrine entitlement of groundwater rights within the Reservation; and

WHEREAS, The Agreement set forth the terms and conditions of the equitable adjustment provided for in paragraph x.c of water right no. 29-12052; and

WHEREAS, The equitable adjustment in paragraph x.c of water right no. 29-12052 is part of the Partial Final Consent Decree Determining the Rights of the Tribes to the Use of Water in the Upper Snake River Basin dated August 2, 1995; and

WHEREAS, The IDAPA 37 TITLE 03 CHAPTER 11 Rules for Conjunctive Management of Surface and Ground Water Resources was enacted by the State and are applicable to Bannock Creek Basin; and

WHEREAS, The Committee of Nine has authorized the Tribal Rights Subcommittee to facilitate a resolution amongst the parties.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 with the State, Board, and ground water users within the State of Idaho to negotiate a settlement of the Bannock Creek Equitable Adjustment.

**48. OPPOSITION TO CONDEMNATION OF IRRIGATION AND DRAINAGE FACILITIES AND WATER RIGHTS**

WHEREAS, Canal companies, irrigation districts, and other similar organizations located within Water District 1 have provided essential, reliable and affordable delivery and drainage of irrigation water throughout history; and

WHEREAS, Cities and irrigation entities within Water District 1 have a long, proud tradition of solving complex water resource problems in a cooperative fashion for the benefit of their respective residents and water users; and

WHEREAS, Certain recent disputes have arisen between irrigation entities and municipalities in other areas of the state, prompting litigation and other problems relating to this issue; and

WHEREAS, The governmental power of eminent domain may only be exercised when taking property through condemnation is necessary for public uses, and should not be abused; and

WHEREAS, Eminent domain litigation to condemn all of the property rights and facilities of irrigation entities is an abuse of the governmental power of taking property for public uses.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 authorize the Committee of Nine to take necessary steps, and encourage and support affiliated organizations and related associations to take necessary steps, to stop and prevent the abuse of governmental power, -- at the federal, state and local levels of government -- in taking existing irrigation and drainage facilities, water

rights and storage water from irrigation entities in Water District 1 and the state of Idaho through the use of eminent domain.

**49. COLUMBIA RIVER TREATY**

WHEREAS, The Columbia River Treaty (enacted in 1964) is an international agreement between Canada and the United States of America for the cooperative development and operation of the water resources of the Columbia River Basin for the benefit of flood control and power; and

WHEREAS, The Treaty has no end date but either party may terminate most of the provisions as early as September 2024 with a minimum ten years' written notice, which would be 2014; and

WHEREAS, Current assured flood control operating procedures will end in 2024, independent of the Treaty termination decision; and

WHEREAS, Certain issues related to flood control, ecosystem function, or changes to Columbia River and its tributaries river operations could detrimentally affect water users in Idaho, including within Water District 1.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 oppose any efforts related to the Columbia River Treaty process that would impose additional operating or flood control conditions on the Upper Snake River Basin or violate the spirit and intent of the 2004 Snake River Water Rights Settlement Agreement.

BE IT FURTHER RESOLVED, That the water users of Water District 1 participate through the Committee of Nine and its advisors in the Columbia River Treaty process to protect their water right interests in the Upper Snake River Basin.

**50. NEW CONSUMPTIVE WATER USES**

WHEREAS, the Eastern Snake Plain Aquifer (ESPA) has experienced declines in certain areas of the aquifer; and

WHEREAS, the decline in aquifer storage and levels has also affected spring flows and reach gains in certain reaches of the Snake River in Water District 1; and

WHEREAS, surface water users within Water District 1 have experienced water shortage conditions in various years due to reduced natural flows and storage availability; and

WHEREAS, surface water and ground water users are taking actions to rehabilitate the aquifer, including through settlement agreements and mitigation plans; and

WHEREAS, increased consumptive uses of water in and adjacent to Water District 1 including those for irrigation that increase the total number of acres authorized for irrigation from storage have the potential to further stress the water supplies of Water District 1 water users.

NOW THEREFORE BE IT RESOLVED, That the water users of Water District 1 require the Committee of Nine to develop necessary policies and rental pool procedures to address new consumptive water uses including those for irrigation that increase the total number of acres authorized for irrigation from storage that could reduce the water supply.

**51. SNAKE RIVER WATER RIGHTS ACT OF 2004**

WHEREAS, The Nez Perce Tribe, and the United States on behalf of the Tribe, filed several thousand water right claims in the Snake River Basin Adjudication (SRBA); and

WHEREAS, The Tribe's water rights claims threatened virtually every water right claim in the Snake River Basin; and

WHEREAS, The Term Sheet and Snake River Water Rights Act of 2004 (Settlement) resolved all of the Tribe's water right claims in the SRBA, which included: 1) a complete waiver of all instream flow claims, both on and off the reservation; 2) a complete waiver of all springs and fountains claims on private and State lands; and 3) a reserved consumptive use water right for on reservation purposes of 50,000 acre-feet; and

WHEREAS, The Settlement preserves Idaho's sovereignty over its water resources, provides critical Endangered Species Act and Clean Water Act protections for Idaho water users, protects Idaho's agricultural economy and all existing water rights while allowing for future economic development, and avoids continued litigation over the Tribe's claims; and

WHEREAS, The Settlement has widespread support from numerous industries and agricultural groups across the State of Idaho; and

WHEREAS, The Settlement was approved by the Committee of Nine; and

WHEREAS, Congress ratified and approved the Settlement through adoption of the Snake River Water Rights Act of 2004; and

WHEREAS, The Idaho State Legislature ratified and approved the Settlement and implementing legislation during the 2005 Session; and

WHEREAS, The Nez Perce Tribe approved the Settlement in 2005.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 fully support the Snake River Water Rights Act of 2004 and implementation of the Term Sheet.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support the rental obligations agreed upon in the Flow Augmentation Chart of the Water District 1 Rental Pool Procedures including the last to fill provisions as agreed upon in the Term Sheet.

## **52. REINTRODUCTION LISTED SALMON/STEELHEAD**

WHEREAS, water users in the Upper Snake River Basin are actively engaged in various negotiations, discussions, meetings and other matters throughout the region concerning salmon and steelhead listed under the Endangered Species Act (ESA); and

WHEREAS, the water users of Water District 1 are represented in these forums through appointments and recommendations from the Committee of Nine; and

WHEREAS, the water users of Water District 1 have common interests with water users throughout the State of Idaho and have coordinated their efforts through the Federal Instream Flow Coalition (FIFC); and

WHEREAS, through the FIFC, water user engagement has included Columbia Basin Partnership, Columbia Basin Collaborative, the Columbia River Treaty negotiations, litigation relating to operations of the Federal Columbia River Power System (FCRPS), relicensing efforts for the Hells Canyon Complex (HCC), efforts for salmon and steelhead reintroduction above the HCC, and other processes; and

WHEREAS, this engagement includes attending meetings, participating in workgroups, negotiations, speaking engagements and advocacy / education visits to regional and federal offices (including congressional offices, agency offices, etc.); and

WHEREAS, water users were involved in Governor Brad Little's Salmon Workgroup, which issued certain policy recommendations for the State of Idaho in December 2020, including the following policy relating to reintroduction of salmon and steelhead in Idaho

**Blocked Area Fisheries:** Support adult salmon and steelhead put-and-take Tribal and non-Tribal fisheries in blocked areas, consistent with Idaho State policy, through use of state allocated, non- ESA listed adults.

As used in this policy, the term "blocked areas" refers to the historical salmon and steelhead habitat above the Hells Canyon Complex, on the North Fork of the Clearwater above Dworshak Dam, and on Hangman Creek.



1. No reintroduction of ESA-listed fish to blocked areas is supported by the State of Idaho.
2. The reintroduction of non-ESA-listed fish to blocked areas must be consistent with Idaho state statutes (§67-302 and §67-818(5)), which require approval by both legislative (§67-6302) and executive branches of Idaho government (§67-818(5)) and is otherwise prohibited.
3. The reintroduction of non-ESA-listed fish to blocked areas upstream must be consistent with Idaho's and Oregon's commitments in the 401 Water Quality Certification Settlement Agreement with Idaho Power Company pertaining to the FERC Application for the HCC Re-licensing (2019 Settlement Agreement).
4. Idaho will continue to focus the following funding sources to ESA-listed fish recover and achieving mitigation objectives in connected areas: BPA's Fish and Wildlife Program, Idaho Fish Accord, NOAA's Pacific Coastal Salmon Recovery Fund (PCSRF) Program, USFWS's Lower Snake River Compensation Plan (LSRCP), and/or other federal funding sources intended to implement the 2019 FCRPS BiOp or subsequent FCRPS BiOps. The intent is to ensure recovery of stocks and to meet LSRCP mitigation objectives in connected areas with the above referenced funding sources and not diminish these efforts by diverting from the above referenced funding sources to implement put and take fisheries in blocked areas.
5. So long as the above conditions are met, Idaho supports put and take fisheries in blocked areas with the following provisions:
  - a. A non-ESA listed hatchery stock must be identified and agreed upon among the parties intending to stock fish in blocked areas with state fisheries managers.
  - b. Locations and timing for stocking of non-ESA listed fish must be identified and agreed upon by the parties intending to stock fish in blocked areas with state fisheries managers.
  - c. Idaho does not support the collection or transport of any juvenile fish that may be produced by adult outplants intended for harvest in the agreed upon put and take fisheries.; and

WHEREAS, continued engagement is necessary to monitor these processes and ensure water user interests are protected. For example, various groups in the above-referenced forums have proposed reintroduction of listed salmon and steelhead to parts of the Snake River and its tributaries above the Hells Canyon Complex.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support the policy recommendations of Governor Brad Little's Salmon Workgroup; and

BE IT FURTHER RESOLVED, That the water users of Water District 1 support that any introduction of hatchery fish not impact any diversions of water within the State of Idaho; and

BE IT ALSO FURTHER RESOLVED, That the water users of Water District 1, through its representatives, continue to participate in regional forums that address listed salmon and steelhead issues in order to protect the water users' interests; and

BE IT ALSO FURTHER RESOLVED, That the water users of Water District 1, through its representatives, oppose proposals or efforts to introduce or reintroduce listed salmon and steelhead into the Upper Snake River Basin above the Hells Canyon Complex, on the North Fork of the Clearwater above Dworshak Dam, and on Hangman Creek.

## MEMORANDUM

To: Garrick Baxter  
From: Tony Olenichak  
Date: October 25, 2021  
RE: City of Pocatello's leases and last-to-fill space

The Water District #1 reservoir spaceholder storage space, storage fill, storage usage, and rental is contained in the district's Storage Report for each year and are posted on IDWR's website at the following link: <https://idwr.idaho.gov/water-data/water-rights-accounting/WD01/>. The first year the current Rental Pool last-to-fill procedures came into effect occurred during the 2008 irrigation season when the reservoir system failed to fill and storage wasn't spilled past Milner Dam for flood control in that year.

The City of Pocatello ("Pocatello") leased a total of 24,345 AF of their storage to IGWA in 2007, as documented on pages 39 and 44 of the 2007 Storage Report link <https://idwr.idaho.gov/wp-content/uploads/sites/2/water-rights-accounting/snksto/2007-snake-storage-report.pdf>. The space evacuated to provide the 24,345 AF of leases became last-to-fill space for Pocatello in the 2008 irrigation year.

Page 4 of the 2008 Storage Report, <https://idwr.idaho.gov/wp-content/uploads/sites/2/water-rights-accounting/snksto/2008-snake-storage-report.pdf>, shows that there were a total of 111031.1 acre-ft of reservoir system space evacuated to provide private leases in 2007 that became last-to-fill space in 2008. Page 16 of this Storage Report breaks down the total last-to-fill space for each spaceholder, showing that Pocatello evacuated 24,345 AF of Palisades space in the previous year to supply private leases that became last-to-fill space in 2008. Because the last-to-fill space received zero fill in 2008, Pocatello was limited to only the fill in its remaining 25,655 AF of non-last-to-fill Palisades space. The total 2008 storage fill of Pocatello space was 24,966 AF minus 10,369 AF of 2008 rental, yielding a remaining storage allocation of 14,596.6, as shown on page 28 for the 2008 year.

The reservoir system filled or excess storage was spilled past Milner Dam in the years 2009, 2010, 2011, and 2012. Therefore, there wasn't any impact or mitigation required for the Pocatello leases occurring 2008 through 2011.

The reservoir system failed to fill in 2013. Because Pocatello evacuated 10,000 AF of their 2012 storage allocation to supply a private lease to Southwest Irrigation District in 2012, the 10,000 AF of evacuated space became last-to-fill in 2013 and didn't receive any fill in that last-to-fill space that year. The last-to-fill space is shown on page 16 of the 2013 Storage Report, <https://idwr.idaho.gov/wp-content/uploads/sites/2/water-rights-accounting/snksto/2013-snake-storage-report.pdf>. The storage fill to the remaining 40,000 AF of Pocatello's Palisades space in 2013 is shown on page 28 as 29,442 AF, minus a total of 20,000 AF leased to IGWA and Southwest Irrigation District in 2013.

The reservoir system failed to fill again in 2014. The 20,000 AF leased to IGWA and Southwest Irrigation District in 2013 became last-to-fill space in 2014, as shown on page 16 of the 2014 Storage Report <https://idwr.idaho.gov/wp-content/uploads/sites/2/water-rights-accounting/snksto/2014-snake->

[storage-report.pdf](#) . In 2014, Pocatello received 23,240 AF fill in its remaining 30,000 AF of space, minus a net 3,970 AF leased to Southwest Irrigation District, shown on page 28 of the Storage Report.

Excess storage was spilled past Milner Dam in the 2015, so there wasn't any last-to-fill obligation to Pocatello resulting from leases made in 2014.

In 2016, there was a total of 157,323 AF of last-to-fill space in the reservoir system from privately leased space evacuated in 2015. Within that total was 10,000 AF of Pocatello last-to-fill space resulting from a private lease to Southwest Irrigation District in 2015. The 10,000 AF of Pocatello's last-to-fill space is shown on page 16 of the 2016 Storage Report <https://idwr.idaho.gov/wp-content/uploads/sites/2/water-rights-accounting/snksto/2016-snake-storage-report.pdf> . Pocatello received a storage fill of 39,037 AF in its remaining 40,000 AF of non-last-to-fill space, minus 15,895 AF of net leases to several entities in 2016, resulting in a 23,141 AF storage allocated to Pocatello for 2016, as shown on page 28 of the 2016 Storage Report.

Excess storage was spilled past Milner Dam in 2017, 2018, 2019, and 2020, so there weren't any last-to-fill obligations for space evacuated to supply private leases prior to those four years.


In 2021, there was a total of 148,521 AF of last-to-fill space in the reservoir system from privately leased space evacuated in 2020. Within that total was 23,898 AF of Pocatello last-to-fill space resulting from storage leases supplied by Pocatello to various entities in 2020. The remaining 26,102 AF of Pocatello's reservoir space received a preliminary fill for the 2021 season of 25,369 AF. The 23,898 AF of last-to-fill space received zero fill in 2021.


**City of Pocatello**  
**Palisades Storage Allocation w/o "Last-to-Fill Rule"**  
**Analysis 2008 - 2021**

	(1)	(2)	(3)	(4)	(5)	(6)
Year	Storage Capacity	Prior Year Leases	Fillable Space	Estimated Allocation	Actual Allocation	Water Taken due to LTF
2008	50,000	24,345	25,655	41,569	24,966	16,603
2009	50,000	10,369	50,000	49,356	49,356	-
2010	50,000	0	50,000	49,203	49,203	-
2011	50,000	10,000	50,000	49,470	49,470	-
2012	50,000	10,000	50,000	38,503	40,158	-
2013	50,000	10,000	40,000	29,442	29,442	-
2014	50,000	20,000	30,000	25,937	23,240	-
2015	50,000	3,970	50,000	48,957	48,957	-
2016	50,000	10,000	40,000	42,578	39,037	3,541
2017	50,000	15,895	50,000	49,418	49,418	-
2018	50,000	16,574	50,000	48,782	49,054	-
2019	50,000	13,000	50,000	45,064	45,944	-
2020	50,000	26,514	50,000	49,117	49,117	-
2021	50,000	23,898	26,102	28,020	25,282	2,738

**Notes:**

- (1) Pursuant to 1959 Contract with Reclamation. All units are in acre-feet ("AF").
- (2) See Annual Snake River Storage Reports - Stored Water Accounts - Miscellaneous.  
E.g., to see how much Pocatello leased in 2021, see 2021 Snake River Storage Report at p. 37.
- (3) (1) minus (2) due to the Last-to-Fill Rule ("LTF"), which reduces fillable space by the amount leased in the prior year.  
See Rental Pool Procedures Rule 7.3.
- (4) Assumes Pocatello's allocation would be its pro-rata share of "new fill" attributable to Reclamation's 1939 water right.
- (5) See Annual Snake River Storage Reports - Stored Water Accounts - Miscellaneous (p. 37 in 2021 Report).  
Pocatello's allocation when Palisades reservoir fills 100% is 50,000 AF minus its pro-rata share of evaporative losses.
- (6) (4) minus (5).

 Years in which WD01 Watermaster applied LTF.

 Years in which Pocatello's allocation would have been higher *but for* the artificial cap imposed on fillable space by LTF.