

**Wyoming Water Development Commission/Select Water Committee
Workshop/Joint Meeting
November 8-10, 2021**

To live stream either event, follow the link provided at our website: <http://wwdc.state.wy.us/>. Please also check for any updates to the Agenda and E-Notebook.

Monday, November 8, 2021 2:00 p.m. Workshop Agenda:

- 1. Call to Order**
- 2. Roll Call**
- 3. Financial Status Report (A)**
- 4. Funding Applications – Preliminary Review (B) (See attachment)**

Tuesday, November 9, 2021 8:30 a.m. Joint Meeting Agenda:

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of Minutes (C) (Action Item)**
- 5. Planning Closeout Memos (D) (Action Item)**
 - LaGrange Water Master Plan, Level I
- 6. Ground Water Exploration Grant Contract (E) (Action Item)**
 - Skyline Improvement & Service District
- 7. Small Water Project Program Agreement Amendments (Action Item)**
 - Blue Rim Desert Allotment Stock Water Development, Amendment Two (Time Extension) **(F)**
 - CR Irrigation Pipeline Project, Amendment Two (Time Extension) **(G)**
 - PK Pipeline Project, Amendment Two (Time Extension) **(H)**
 - Salisbury State Land Well Project, Amendment Two (Time Extension) **(I)**
 - Short Allotment Water Well Project, Amendment Two (Time Extension) **(J)**

8. **Dam and Reservoir Contracts and Amendments** (Action Item)
 - S-LSRWCD MOA - West Fork Reservoir Project Third-Party NEPA Contractor **(K)**
 - West Fork Reservoir Project Third-Party NEPA Contractor Services **(L)**
9. **2021 Funding Recommendations – Dam and Reservoir Program** (See *attachment*)
 - Account III, Level III, II
10. **2021 Funding Recommendations – Rehabilitation Program** (See *attachment*)
 - Account II, Level III, II, I

Wednesday, November 10, 2021 8:30 a.m. Joint Meeting Agenda:

11. **2021 Funding Recommendations – New Development** (See *attachment*)
 - Account I, Level III, II, I
12. **Other Items Requiring Commission Action**
13. **Director’s Comments**
14. **Future Meeting Schedule (M)**
15. **Adjourn**

Wednesday, November 10, 2021 Select Water Committee Agenda:

To begin at the conclusion of the Joint Meeting

1. **Orphan Water Rights (Mc)**
 - 22LSO-0109 v.2 Disposition of water rights
 - *Abigail Boudewyns, Research/Evaluation Administrator, LSO*
 - *Loren Smith, Superintendent, Water Division III, SEO*
2. **ARPA Funds for Water Projects (N)**
 - 22LSO-0240 v.3 Funding for water and wastewater projects
 - *Abigail Boudewyns, Research/Evaluation Administrator, LSO*
 - *Randall Luthi, Energy Advisor, Wyoming Governor’s Office*
 - *Brandon Gebhart, Director, WWDO*
 - *Todd Parfitt, Director, DEQ*

Attachment to the Agenda

Tuesday-Wednesday, November 9-10, 2021 8:30 a.m. Joint Meeting Agenda Attachment:

Dams and Reservoirs Program – Account III

Level III Projects – Amendments

- Middle Piney Reservoir – Time Extension Only (A)
- Sponsor’s Contingency Fund – Account III (B)

Level II Projects – Amendments

- West Fork Reservoir, Phase III – Time Extension Only (C)

Rehabilitation Program – Account II

Level III Projects

- Big Horn Canal Adobe Check Structure 2022 (D)
- Cottonwood Irrigation District Pipeline Replacement 2022 (E)
- Deaver ID Rehabilitation 2022 (F)
- Dry Creek Irrigation District Pipeline Replacement 2022 (G)
- Goshen ID 29.4 Pipeline Project Phase II 2022 (H)
- Goshen ID Tunnel Rehabilitation 2022 (I)
- Highland Hanover ID System Improvements 2022 (J)
- Interstate Irrigation & Reservoir Irrigation District Improvements Phase II (K)
- Lovell Moncur Lateral Phase II 2022 (L)
- Owl Creek Irrigation District System Improvements (M)

Level III Projects – Amendments

- Laramie Valley Diversion Structure 2020 (Mc)
- Small Water Project Program – Rehabilitation (N)

Level II Projects

- Dowlin Diversion Rehabilitation (O)

Level I Projects

- Critical Aging Irrigation Infrastructure Assessment (P)
- West Afton/Nield String Master Plan (Q)

New Development Program – Account I

Level III Projects

- Cloud Seeding: Medicine Bow & Sierra Madre Mountain Ranges 2023 (aerial) (R)
- Cloud Seeding: Wind River & Sierra Madre Mountain Ranges 2023 (ground based) (S)
- Crystal Bypass Pipeline 2022 (T)
- Evanston Transmission Pipeline 2022 (U)
- Gillette Regional Extensions, Phase VI 2022 (V)
- Northwest Rural Water System Improvements 2022 (W)

Level III Projects – Amendments

- Broken Wheel Ranch Water Supply 2017 **(XYZ)**
- Gillette Madison Pipeline **(A2)**
- Gillette Regional Extensions 2017 **(B2)**
- GR/RS/SC Raw Water Reservoir **(C2)**
- Laramie North Side Tank **(D2)**
- Small Water Project Program – New Development **(E2)**

Level II Projects

- Cloud Seeding: Operations Hydrological Assessment – Medicine Bow/Sierra Madres **(F2)**
- LaGrange Groundwater Supply & Improvements **(G2)**
- Pavillion Groundwater Supply **(H2)**

Level I Projects

- Clarks Fork/Upper Shoshone Watershed Study **(I2)**
- Dayton Water Master Plan **(J2)**
- Riverton Regional Water Master Plan **(K2)**

General

- UW Office of Water Programs **(L2)**
- UW Water Research Program **(M2)**
- Account Transfer **(Mc2)**

WYOMING WATER DEVELOPMENT COMMISSION
COMMISSIONERS

August 2021

| | |
|---|-------------------------------|
| Clinton W. Glick, Chairman P.O. Box 1308 Fort Washakie, WY 82514 (C) 307-349-0103 | Wind River Indian Reservation |
| Bill Yankee, Vice-Chairman 12244 Highway 287 Lander, WY 82520 (C) 307-330-7922 | Water Division III |
| Ron Kailey Jr., Secretary 2532 Plainview Rd. Cheyenne, WY 82009 (C) 307-631-7337 | Water Division I |
| Liisa Anselmi-Dalton 1735 Collins St. Rock Springs, WY 82901 (C) 307-389-4496 | Member-at-Large |
| Robert Choma P.O. Box 1031 Thayne, WY 83127 (H) 307-883-4198 (C) 307-413-2842 | Water Division IV |
| Leonard A. "Lee" Craig 698 Road 5 Powell, WY 82435 (H) 307-754-9722 (C) 307-254-5115 | Water Division III |
| Mark Kot 800 Rose Crown Cir. Rock Springs, WY 82901 (H) 307-362-1488 (C) 307-350-9347 (W) 307-872-3917 | Water Division IV |
| John Lawson 4237 Mink Casper, WY 82604 (H) 307-234-5870 | Water Division I |
| Sheridan Little P.O. Box 165 Leiter, WY 82837 (C) 307-620-0923 | Water Division II |
| Larry Suchor 21 Spruce St. Pine Haven, WY 82721 (H) 307-756-9491 (C) 307-660-5394 | Water Division II |

WYOMING WATER DEVELOPMENT COMMISSION
COMMISSIONERS

Clinton W. Glick, Chairman
Bill Yankee, Vice-Chairman
Ron Kailey, Secretary
Liisa Anselmi-Dalton
Robert Choma
Leonard A. "Lee" Craig
Mark Kot
John Lawson
Sheridan Little
Larry Suchor

Wind River Indian Reservation
Water Division III
Water Division I
Member-at-Large
Water Division IV
Water Division III
Water Division IV
Water Division I
Water Division II
Water Division II

STAFF

Brandon Gebhart
David Ray
Janet Belmonte
Nancy Casner
Riley Taylor

Director
Administrative/Fiscal Manager
Accountant
Office Support Specialist
Business Office Coordinator

Barry Lawrence
Chace Tavelli
Keith Clarey
Julie Gondzar
Mabel Jones
George Moser
Jodie Pavlica
Mike Robertson
Vacant

Deputy Director – Planning
Technical Resource Coordinator
Project Manager
Project Manager
Project Manager
Project Manager
Project Manager
Project Manager
Project Manager

Jason Mead
Andrew Linch
Vacant
Brian Smith

Deputy Director – Dams & Reservoirs
Project Manager
Project Manager
High Savery Dam Technician

Bill Brewer
Sol Brich
Wade Verplancke
Vacant
Vacant
Vacant
Vacant

Deputy Director – Construction
Project Manager
Project Manager
Project Manager
Project Manager
Project Manager

ADVISORS

Darren Cook
Greg Lanning
Greg Kerr
Josh Dorrell

Attorney General's Office
State Engineer
University of Wyoming
Wyoming Business Council

**SELECT WATER COMMITTEE
REVISED 05/07/21**

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Representative Jerry Paxton (R)
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Estimated Balances Available for Appropriation Heading Into 2022 Legislative Session

- Water Development Account I - \$33,852,642.00 *
- Water Development Account II - \$13,260,730.00
- Water Development Account III - \$32,766,286.00

*Please note, the projected balance available for appropriation within WDA I is after removing the estimated non-project appropriations that we expect in the 2022 budget session, including:

| | |
|---|---------------------|
| Office of State Lands & Investments – DWSRF Federal Match | \$ 1,152,779 |
| Department of Agriculture – Water Quality Funding | \$ 656,008 |
| State Engineer’s Office – Interstate Streams | \$ 116,191 |
| State Engineer’s Office – Board of Control | \$14,349,701 |
| <u>WWDO – Agency Administration</u> | <u>\$ 8,098,333</u> |
| TOTAL Non-Project Admin | \$24,373,012 |

Water Development Account I
Preliminary Fiscal Projections as of 10/19/2021

| | | | |
|---|-----------------|--------------|--------------|
| Cash Balance 6/30/20 | | 104,776,120 | |
| FY21 Revenues | | | |
| Taxes | 19,297,500 | | |
| Interest | 2,152,638 | | |
| Loans/Interest | 1,824,306 | | |
| Other | 352,917 | | |
| Total Revenues | | 23,627,361 | |
| FY21 Expenditures | | | |
| Total Expenditures | | (39,964,014) | |
| Cash Balance 6/30/21 | | 88,439,467 | |
| Outstanding Commitments 7/1/21 | | | |
| Active Appropriations | (179,659,095) * | | |
| Expenditures Paid | 80,745,282 | | |
| Total Commitments 7/1/21 | | (98,913,813) | |
| Total Uncommitted Balance 7/1/21 | | | (10,474,346) |
| FY22 Anticipated Revenues | | | |
| Taxes | 19,300,000 | | |
| Interest | 2,000,000 | | |
| Other | 1,600,000 | | |
| Total FY22 Anticipated Revenues | | 22,900,000 | |
| FY23 Anticipated Revenues | | | |
| Taxes | 19,300,000 | | |
| Interest | 2,000,000 | | |
| Other | 1,600,000 | | |
| Total FY23 Anticipated Revenues | | 22,900,000 | |
| FY24 Anticipated Revenues | | | |
| Taxes | 19,300,000 | | |
| Interest | 2,000,000 | | |
| Other | 1,600,000 | | |
| Total FY24 Anticipated Revenues | | 22,900,000 | |
| Subtotal Anticipated Revenues | | | 68,700,000 |
| Balance Available for Appropriation | | | 58,225,654 |
| Estimated Non-Project 2022 Budget Session Appropriations for FY2023-24 | | | |
| OSLI (060) - DWSRF Request for Match | | 1,152,779 | |
| Department of Agriculture (010) - Water Quality Funding | | 656,008 | |
| State Engineer's Office (037) - Interstate Streams | | 116,191 | |
| State Engineer's Office (037) - Board of Control | | 14,349,701 | |
| WWDO (029) - Agency Administration | | 8,098,333 | |
| Total | | | (24,373,012) |
| Updated Balance Available for Appropriation | | | 33,852,642 |

*Active Appropriations includes the funding for the Board of Control within the State Engineer's Office.

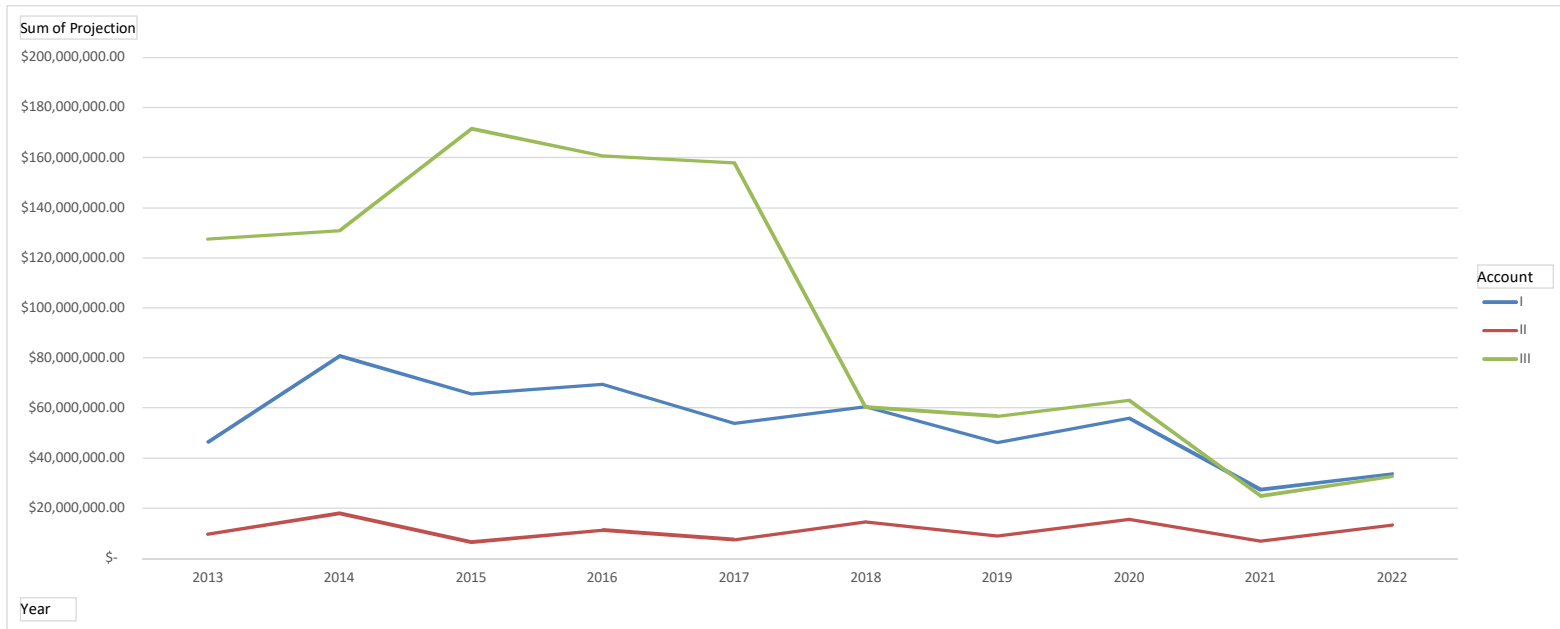
Water Development Account II
Preliminary Fiscal Projections as of 10/19/2021

| | |
|---------------------------------------|--------------------------|
| Cash Balance 6/30/20 | 33,719,359 |
| FY21 Revenues | |
| Taxes | 3,255,000 |
| Interest | 781,956 |
| Loans/Interest | 1,232,356 |
| Transfer from WDA I | 11,800,000 |
| Total Revenues | <u>17,069,312</u> |
| FY21 Expenditures | |
| Total Expenditures | <u>(12,891,604)</u> |
| Cash Balance 6/30/21 | 37,897,067 |
| Outstanding Commitments 7/1/21 | |
| Active Appropriations | (63,132,896) |
| Expenditures Paid | 25,131,559 |
| Total Commitments 7/1/21 | <u>(38,001,337)</u> |
| Total Uncommitted Balance 7/1/21 | <u><u>(104,270)</u></u> |
| FY22 Anticipated Revenues | |
| Taxes | 3,255,000 |
| Interest | 400,000 |
| Loans/Interest | 800,000 |
| Total FY22 Anticipated Revenues | <u>4,455,000</u> |
| FY23 Anticipated Revenues | |
| Taxes | 3,255,000 |
| Interest | 400,000 |
| Loans/Interest | 800,000 |
| Total FY23 Anticipated Revenues | <u>4,455,000</u> |
| FY24 Anticipated Revenues | |
| Taxes | 3,255,000 |
| Interest | 400,000 |
| Loans/Interest | 800,000 |
| Total FY24 Anticipated Revenues | <u>4,455,000</u> |
| Subtotal Anticipated Revenues | <u><u>13,365,000</u></u> |
| Balance Available for Appropriation | <u><u>13,260,730</u></u> |

Water Development Account III
Preliminary Fiscal Projections as of 10/19/2021

| | | |
|---------------------------------------|-------------------|----------------------|
| Cash Balance 6/30/20 | | 174,890,056 |
| FY21 Revenues | | |
| Taxes | 775,000 | |
| Interest | 3,889,077 | |
| Total Revenues | | 4,664,077 |
| FY21 Expenditures | | |
| Total Expenditures | | <u>(5,616,521)</u> |
| Cash Balance 6/30/21 | | 173,937,613 |
| Outstanding Commitments 7/1/21 | | |
| Active Appropriations | (169,407,026) | |
| Expenditures Paid | <u>19,310,699</u> | |
| Total Commitments 7/1/21 | | <u>(150,096,327)</u> |
| Total Uncommitted Balance 7/1/21 | | <u>23,841,286</u> |
| FY22 Anticipated Revenues | | |
| Taxes | 775,000 | |
| Interest | <u>2,200,000</u> | |
| Total FY22 Anticipated Revenues | | 2,975,000 |
| FY23 Anticipated Revenues | | |
| Taxes | 775,000 | |
| Interest | <u>2,200,000</u> | |
| Total FY23 Anticipated Revenues | | 2,975,000 |
| FY24 Anticipated Revenues | | |
| Taxes | 775,000 | |
| Interest | <u>2,200,000</u> | |
| Total FY24 Anticipated Revenues | | 2,975,000 |
| Subtotal Anticipated Revenues | | <u>8,925,000</u> |
| Balance Available for Appropriation | | <u>32,766,286</u> |

| Sum of Projection | Column Labels | | | |
|--------------------|--------------------------|--------------------------|--------------------------|----------------------------|
| Row Labels | I | II | III | Grand Total |
| 2013 | \$ 46,672,300.00 | \$ 9,719,240.00 | \$ 127,621,986.00 | \$ 184,013,526.00 |
| 2014 | \$ 80,860,949.00 | \$ 18,042,062.00 | \$ 131,038,053.00 | \$ 229,941,064.00 |
| 2015 | \$ 65,699,000.00 | \$ 6,510,870.00 | \$ 171,594,916.00 | \$ 243,804,786.00 |
| 2016 | \$ 69,490,866.00 | \$ 11,332,326.00 | \$ 160,747,022.00 | \$ 241,570,214.00 |
| 2017 | \$ 53,900,994.00 | \$ 7,505,458.00 | \$ 157,982,248.00 | \$ 219,388,700.00 |
| 2018 | \$ 60,699,379.00 | \$ 14,518,688.00 | \$ 60,412,870.00 | \$ 135,630,937.00 |
| 2019 | \$ 46,225,575.00 | \$ 9,073,276.00 | \$ 56,798,275.00 | \$ 112,097,126.00 |
| 2020 | \$ 56,052,372.00 | \$ 15,661,746.00 | \$ 63,209,051.00 | \$ 134,923,169.00 |
| 2021 | \$ 27,520,413.00 | \$ 6,910,954.00 | \$ 24,993,729.00 | \$ 59,425,096.00 |
| 2022 | \$ 33,852,641.89 | \$ 13,260,730.13 | \$ 32,766,286.22 | \$ 79,879,658.24 |
| Grand Total | \$ 540,974,489.89 | \$ 112,535,350.13 | \$ 987,164,436.22 | \$ 1,640,674,276.24 |



Wyoming Water Development Office Projections
October 2021

| | | | | | |
|----------------|-------------------------------------|------------|------------|------------|-------------------|
| WDA I | 2021 Projection | | | | 27,520,413 |
| | Deduct: 2021 Omnibus Water Bills | | | | (6,575,824) |
| | Deduct: Transfer to WDA II | | | | (11,800,000) |
| | Subtotal | | | | 9,144,589 |
| | Income | Projected | Actual | Difference | |
| | Tax Income | 19,300,000 | 19,297,500 | (2,500) | |
| | Interest Income | 2,000,000 | 2,152,638 | 152,638 | |
| | Other | 1,600,000 | 2,177,223 | 577,223 | |
| | Subtotal-Income | 22,900,000 | 23,627,361 | | 727,361 |
| | Add: Reversions | | | | 2,553,704 |
| | Add: FY23 and FY24 Projected Income | | | | 45,800,000 |
| | 2022 Projection | | | | 58,225,654 |
| | | | | | |
| WDA II | 2021 Projection | | | | 6,910,954 |
| | Add: Transfer from WDA I | | | | 11,800,000 |
| | Deduct: 2021 Omnibus Water Bills | | | | (17,451,800) |
| | Subtotal | | | | 1,259,154 |
| | Income | Projected | Actual | | |
| | Tax Income | 3,255,000 | 3,255,000 | 0 | |
| | Interest Income | 400,000 | 781,956 | 381,956 | |
| | Other | 800,000 | 1,232,356 | 432,356 | |
| | Subtotal-Income | 4,455,000 | 5,269,312 | | 814,312 |
| | Add: Reversions | | | | 2,277,264 |
| | Add: FY23 and FY24 Projected Income | | | | 8,910,000 |
| | 2022 Projection | | | | 13,260,730 |
| | | | | | |
| WDA III | 2021 Projection | | | | 24,993,729 |
| | Deduct: 2021 Omnibus Water Bills | | | | 0 |
| | Subtotal | | | | 24,993,729 |
| | Income | Projected | Actual | | |
| | Tax Income | 775,000 | 775,000 | (0) | |
| | Interest Income | 2,200,000 | 3,889,077 | 1,689,077 | |
| | Subtotal-Income | 2,975,000 | 4,664,077 | | 1,689,077 |
| | Add: Reversions | | | | 133,480 |
| | Add: FY23 and FY24 Projected Income | | | | 5,950,000 |
| | 2022 Projection | | | | 32,766,286 |

2022 Session
 WWDC Recommendations
Dams and Reservoir Account - WDA III

| Tab | Description | Priority | Requested Funding | Recommended Funding | Comments | Fund Balance |
|---------------------------------------|--|----------|-------------------|-------------------------|----------------|-------------------------|
| | Level III Projects - Amendments | | | | | \$ 32,766,286.00 |
| A | Middle Piney Reservoir | 1 | \$ - | \$ - | Time Extension | |
| B | Sponsor's Contingency Fund - Account III | 1 | \$ 10,000,000.00 | \$ 10,000,000.00 | | |
| | | | | | | |
| | Level II Projects - Amendments | | | | | |
| C | West Fork Reservoir, Phase III | 4 | \$ - | \$ - | Time Extension | |
| | | | | | | |
| Total For All WDA III Projects | | | | \$ 10,000,000.00 | | \$ 22,766,286.00 |

2022 Session
 WWDC Recommendations
Rehabilitation Account - WDA II

| Tab | Description | Priority | Requested Funding | Recommended Funding | Comments | Fund Balance | Fund Balance W/ Transfer |
|--|---|----------|----------------------|----------------------|------------------------------------|-------------------------|--------------------------|
| Level III Projects | | | | | | \$ 13,260,730.00 | \$ 20,260,730.00 |
| D | Big Horn Canal Adobe Check Structure 2022 | 1 | \$ 154,100 | \$ 154,100 | 67G | | |
| E | Cottonwood Irrigation District Pipeline Replacement 2022 | 3 | \$ 1,600,000 | | 67G/33L, See Note 1 | | \$ 1,600,000 |
| F | Deaver ID Rehabilitation 2022 | 2 | \$ 817,000 | \$ 817,000 | 30G | | |
| G | Dry Creek Irrigation District Pipeline Replacement 2022 | 3 | \$ 1,850,000 | | 67G/33L, See Note 1 | | \$ 1,850,000 |
| H | Goshen ID 29.4 Pipeline Project Phase II 2022 | 2 | \$ 290,000 | | 100/0 (materials only), See Note 1 | | \$ 290,000 |
| I | Goshen ID Tunnel Rehabilitation 2022 | 1 | \$ 33,375,000 | \$ 1,151,500 | 67G/33L | | |
| J | Highland Hanover ID System Improvements 2022 | 1 | \$ 4,611,000 | \$ 4,611,000 | 67G/33L | | |
| K | Interstate Irrigation & Reservoir Irrigation District Improvements Phase II | 2 | \$ 3,469,821 | \$ - | 64G | | |
| L | Lovell Moncur Lateral Phase II Rehabilitation | 2 | \$ 991,000 | | 100/0 (materials only), See Note 1 | | \$ 991,000 |
| M | Owl Creek Irrigation District System Improvements | 1 | \$ 5,040,000 | \$ 5,040,000 | 67G/5L | | |
| Subtotal | | | \$ 52,197,921 | \$ 11,773,600 | | \$ 1,487,130.00 | \$ 3,756,130.00 |
| Level III Projects - Amendments | | | | | | | |
| Mc | Laramie Valley Diversion Structure 2020 | 1 | \$ 700,000 | \$ 700,000 | 67G/33L | | |
| N | Small Water Project Program - Rehabilitation | | \$ 500,000 | | 50% Grant Max, See Note 1 | | \$ 500,000 |
| Subtotal | | | \$ 1,200,000 | \$ 700,000 | | \$ 787,130.00 | \$ 2,556,130.00 |
| Level II Projects | | | | | | | |
| O | Dowlin Diversion Rehabilitation | 7 | \$ 110,000 | \$ 110,000 | | | |
| Subtotal | | | \$ 110,000 | \$ 110,000 | | \$ 677,130.00 | \$ 2,446,130.00 |
| Level I Projects | | | | | | | |
| P | Critical Aging Irrigation Infrastructure Assessment | 8 | \$ 500,000 | \$ 500,000 | | | |
| Q | West Afton/Nield String Master Plan | 8 | \$ 88,000 | \$ 88,000 | Master Plan | | |
| Subtotal | | | \$ 588,000 | \$ 588,000 | | \$ 89,130.00 | \$ 1,858,130.00 |
| Total For All WDA II Projects | | | \$ 54,095,921 | \$ 13,171,600 | | | |

Note 1: These projects are contingent upon the transfer of \$7,000,000 from WDA I to WDA II

2022 Session
 WWDC Recommendations
 New Development Account - WDA I

| Tab | Description | Priority | Requested Funding | Recommended Funding | Comments | Fund Balance | Fund Balance W/ Transfer |
|-------------------------------------|---|----------|----------------------|----------------------|---------------------|-------------------------|--------------------------|
| | Level III Projects | | | | | \$ 33,852,642.00 | \$ 26,852,642.00 |
| R | Cloud Seeding: Medicine Bow & Sierra Madre 2023 (Aerial) | 9 | \$ 823,490 | \$ 823,490 | | | |
| S | Cloud Seeding: Wind River & Sierra Madre 2023 (Ground based) | 9 | \$ 316,000 | \$ 316,000 | | | |
| T | Crystal Bypass Pipeline 2022 | 3 | \$ 2,546,000 | \$ 2,546,000 | 67G | | |
| U | Evanston Transmission Pipeline 2022 | 3 | \$ 1,219,400 | \$ 1,219,400 | 67G | | |
| V | Gillette Regional Extensions Phave VI 2022 | 3 | \$ 1,125,600 | \$ 1,125,600 | 67G | | |
| W | Northwest Rural Water System Improvements 2022 | 4 | \$ 700,000 | \$ 700,000 | 67G | | |
| | Subtotal | | \$ 6,730,490 | \$ 6,730,490 | | \$ 27,122,152.00 | \$ 20,122,152.00 |
| | Level III Projects - Amendments | | | | | | |
| XYZ | Broken Wheel Ranch Water Supply 2017 | 2 | | | 1-yr Time Extension | | |
| A2 | Gillette Madison Pipeline | 3 | | | 2-yr Time Extension | | |
| B2 | Gillette Regional Extensions 2017 | 3 | | | 2-yr Time Extension | | |
| C2 | GR/RS/SC Raw Water Reservoir | 1 | | | 1-yr Time Extension | | |
| D2 | Laramie North Side Tank | 1 | | | 2-yr Time Extension | | |
| E2 | Small Water Project Program - New Development | | \$ 1,000,000 | \$ 1,000,000 | | | |
| | Subtotal | | \$ 1,000,000 | \$ 1,000,000 | | \$ 26,122,152.00 | \$ 19,122,152.00 |
| | Level II Projects | | | | | | |
| F2 | Cloud Seeding: Operation Hydrological Assessment - Med. Bow/Sierra Madres | 9 | \$ 300,000 | \$ 300,000 | | | |
| G2 | LaGrange Groundwater Supply & Improvements | 6 | \$ 725,000 | \$ 725,000 | | | |
| H2 | Pavillion Groundwater Supply | 6 | \$ 687,000 | \$ 687,000 | | | |
| | Subtotal | | \$ 1,712,000 | \$ 1,712,000 | | \$ 24,410,152.00 | \$ 17,410,152.00 |
| | Level I Projects | | | | | | |
| I2 | Clarks Fork Upper Shoshone Watershed Study | 7 | \$ 396,000 | \$ 396,000 | | | |
| J2 | Dayton Water Master Plan | 8 | \$ 167,000 | \$ 167,000 | | | |
| K2 | Riverton Regional Water Master Plan | 8 | \$ 256,000 | \$ 256,000 | | | |
| | Subtotal | | \$ 819,000 | \$ 819,000 | | \$ 23,591,152.00 | \$ 16,591,152.00 |
| | General Other | | | | | | |
| L2 | UW Office of Water Programs | | \$ 175,000 | \$ 175,000.00 | | | |
| M2 | UW Water Research Program | | TBD | TBD | | | |
| Mc2 | Transfer from WDA I to WDA II | | | | \$ (7,000,000.00) | | |
| | Subtotal | | \$ 175,000.00 | \$ 175,000.00 | | \$ 23,416,152.00 | \$ 16,416,152.00 |
| Total for all WDA I Projects | | | \$ 10,436,490 | \$ 10,436,490 | | | |

**Wyoming Water Development Commission Meeting
Cheyenne, Wyoming
October 8, 2021**

1. Chairman Clinton W. Glick called the meeting to order at 8:30 a.m.
2. The pledge of allegiance was recited.
3. **Recognition of Members Present to Establish Quorum** – Secretary Ron Kailey

Commission Attendance:

Clinton W. Glick, Chairman
Bill Yankee, Vice-Chairman
Ron Kailey, Jr., Secretary
Liisa Anselmi-Dalton
Robert Choma – Excused
Leonard A. “Lee” Craig
Mark Kot
John Lawson
Sheridan Little
Larry Suchor

Advisor Attendance:

Darren Cook, Attorney General’s Office

4. **Approval of Minutes**

Commissioner Ron Kailey moved acceptance of the August 11, 2021 Workshop and August 13, 2021 Joint Meeting Minutes. Commissioner Liisa Anselmi-Dalton seconded the motion; motion carried unanimously.

5. **2022 Planning Projects Consultant Selection Approval**

- Clarks Fork/Upper Shoshone Watershed Study, Level I

Commissioner Lee Craig moved that the Director be instructed to begin contract negotiations with Trihydro Corporation for consulting services on the Clarks Fork/Upper Shoshone Watershed Study, Level I Project with a recommended appropriation of \$396,000.

Commissioner Ron Kailey seconded the motion; motion carried unanimously.

- Dayton Water Master Plan, Level I

Commissioner Sheridan Little moved that the Director begin contract negotiations with Engineering Associates for consulting services on the Dayton Water Master Plan Level I Project with a recommended appropriation of \$167,000.

Commissioner Bill Yankee seconded the motion. Commissioner John Lawson recused himself from the vote. Motion carried with a vote of 9-0.

- *Riverton Regional Water Master Plan, Level I*

Commissioner Bill Yankee moved that the Director be instructed to begin contract negotiations with William H. Smith & Associates for consulting services on the Riverton Regional Master Plan, Level I Project with a recommended appropriation of \$256,000.

Commissioner Lee Craig seconded the motion. Commissioner John Lawson recused himself from the vote. Motion carried 9-0.

- *LaGrange Groundwater Supply & Improvements, Level II*

Commissioner Liisa Anselmi-Dalton moved that the Director be instructed to begin contract negotiations with AVI Professional Corporation for consulting services on the LaGrange Groundwater Supply & Improvements, Level II Project with a recommended appropriation of \$725,000.

Commissioner Ron Kailey seconded the motion; motion carried unanimously.

- *Pavillion Groundwater Supply, Level II*

Commissioner Larry Suchor moved that the Director be instructed to begin contract negotiations with James Gores & Associates for consulting services on the Pavillion Groundwater Supply, Level II Project with a recommended appropriation of \$687,000.

Commissioner Liisa Anselmi-Dalton seconded the motion; motion carried unanimously.

- *West Afton/Neild String Master Plan, Level I*

Commissioner Robert Choma moved that the Director be instructed to begin contract negotiations with Sunrise Engineering for consulting services on the West Afton/Neild String Master Plan, Level I Project with a recommended appropriation of \$88,000.

Commissioner Bill Yankee seconded the motion; motion carried unanimously.

- *Dowlin Diversion Rehabilitation, Level II*

Commissioner Robert Choma moved that the Director be instructed to begin contract negotiations with WWC Engineering for consulting services on the

Dowlin Diversion Rehabilitation, Level II Project with a recommended appropriation of \$110,000.

Commissioner Ron Kailey seconded the motion; motion carried unanimously.

6. Planning Closeout Memo

- *Bridger Valley Regional Water Master Plan, Level I*

Project Manager Mike Robertson provided a brief overview of the Bridger Valley Regional Water Master Plan, Level I project.

Commissioner Ron Kailey moved acceptance of the Bridger Valley Regional Water Master Plan, Level I project report as being complete and further, the Commission makes the following findings relative to this project:

1. That the Commission recommend proceeding to the next Level of project development upon submittal of an appropriate funding application by the sponsor.

Commissioner Liisa Anselmi-Dalton seconded the motion; motion carried unanimously.

- *Happy Valley Water Supply, Level II*

Deputy Director Barry Lawrence provided a brief overview of the Happy Valley Water Supply, Level II project on behalf of retired Project Manager Kevin Boyce.

Commissioner Bill Yankee moved acceptance of the Happy Valley Water Supply, Level II project report as being complete and further, the Commission makes the following findings relative to this project:

1. That the Commission recommend proceeding to the Level III of project development upon submittal of an appropriate funding application by the sponsor.
2. Based on findings in the final report, the project is determined to be in the public interest.
3. The project functions and services cannot be realistically provided by any person, association or corporation engaged in private enterprise.

Commissioner Liisa Anselmi-Dalton seconded the motion; motion carried unanimously.

- *Highland Hanover ID Pump Station, Level II*

Project Manager Keith Clarey provided a brief overview of the Highland Hanover Irrigation District Pump Station, Level II project.

Commissioner Sheridan Little moved acceptance of the Highland Hanover ID Pump Station, Level II project report as being complete and further, the Commission makes the following findings relative to this project:

1. That the Commission recommend proceeding to Level III of project development upon submittal of an appropriate funding application by the sponsor.
2. Based on findings in the final report, the project is determined to be in the public interest.
3. The project functions and services cannot be realistically provided by any person, association or corporation engaged in private enterprise.

Commissioner Lee Craig seconded the motion; motion carried unanimously.

- *Meeks Cabin Dam Enlargement, Level II, Phase II*

Project Manager Andrew Linch provided a brief overview of the Meeks Cabin Dam Enlargement, Level II, Phase II project.

Commissioner Mark Kot moved acceptance of the Meeks Cabin Dam Enlargement, Level II, Phase II project as being complete and further, the Commission makes the following findings relative to this project:

1. That the Commission recommend terminating further consideration of the Meeks Cabin Dam Enlargement project.

Commissioner Robert Choma seconded the motion; motion carried unanimously.

- *Stateline Dam Enlargement, Level II, Phase II*

Project Manager Andrew Linch provided a brief overview of the Stateline Dam Enlargement, Level II, Phase II project.

Commissioner Mark Kot moved acceptance of the Stateline Dam Enlargement, Level II, Phase II project as being complete and further, the Commission makes the following findings relative to this project:

1. That the Commission recommend terminating further consideration of the Stateline Dam Enlargement, Level II, Phase II project.

Commissioner Liisa Anselmi-Dalton seconded the motion; motion carried unanimously.

- *Owl Creek Irrigation District Lucerne Master Plan, Level I*

Project Manager Mabel Jones provided a brief overview of the Owl Creek Irrigation District Lucerne Master Plan, Level I project.

Commissioner Liisa Anselmi-Dalton moved acceptance of the Owl Creek Irrigation District Lucerne Master Plan, Level I project report as being complete and further, the Commission makes the following findings relative to this project:

1. That the Commission recommend proceeding to the next Level of project development upon submittal of an appropriate funding application by the sponsor.

Commissioner Larry Suchor seconded the motion; motion carried unanimously.

- *Pavillion Water Master Plan, Level I*

Project Manager Keith Clarey provided a brief overview of the Pavillion Water Master Plan, Level I project.

Commissioner Bill Yankee moved acceptance of the Pavillion Water Master Plan, Level I project report as being complete and further, the Commission makes the following findings relative to this project:

1. That the Commission recommend proceeding to the next Level of project development upon submittal of an appropriate funding application by the sponsor.

Commissioner Robert Choma seconded the motion; motion carried unanimously.

- *Shoshoni Water Master Plan, Level I*

Project Manager Keith Clarey provided a brief overview of the Shoshoni Water Master Plan, Level I project.

Commissioner Ron Kailey moved acceptance of the Shoshoni Water Master Plan, Level I project report as being complete and further, the Commission makes the following findings relative to this project:

1. That the Commission recommend proceeding to the next Level of project development upon submittal of an appropriate funding application by the sponsor.

Commissioner Liisa Anselmi-Dalton seconded the motion; motion carried unanimously.

- *Skyline ISD Water Supply, Level II*

Project Manager George Moser provided a brief overview of the Skyline ISD Water Supply, Level II project on behalf of retired Project Manager Kevin Boyce.

Commissioner Mark Kot moved acceptance of the Skyline Improvement and Service District Water Supply, Level II project report as being complete and further, the Commission makes the following findings relative to this project:

1. That the Commission recommend proceeding to the next Level of project development upon submittal of an appropriate funding application by the sponsor.
2. Based on findings in the final report, the project is determined to be in the public interest.
3. The project functions and services cannot be realistically provided by any person, association or corporation engaged in private enterprise.

Commissioner Sheridan Little seconded the motion; motion carried unanimously.

- Upper Wind River Instream Flows 2019, Level I
Project Manager Chace Tavelli provided a brief overview of the Upper Wind River Instream Flows 2019, Level I project.

Commissioner Ron Kailey moved acceptance of the Upper Wind River Instream Flows 2019, Level I project report as being complete.

Commissioner Liisa Anselmi-Dalton seconded the motion; motion carried unanimously.

7. Groundwater Exploration Grant Contract Amendment

- Melody Ranch Improvement and Service District
An amendment to extend the expiration date an additional year was considered.

Commissioner Ron Kailey moved acceptance of the amendment. Commissioner Sheridan Little seconded the motion; motion carried unanimously.

8. Construction Progress Reports

Deputy Director of Construction Bill Brewer provided a brief update for each of the following projects:

- Cowley Tank 2017
- Wheatland Wells 2017
- Douglas Box Elder Spring
- Casper Zone II 2015
- Bluff/Upper Bluff System Improvements 2019
- Casper Alcova Underdrain 2016
- Midvale Irrigation District Rehabilitation 2018

-
- Heart Mountain ID Rattlesnake Liner
 - Casper CY Booster Station Replacement 2017
 - Eden Valley Farson

No action was necessary.

9. Director Updates

Director Gebhart discussed ongoing discussions with the Bureau of Reclamation pertaining to the Fontenelle Reservoir water storage. Discussion ensued. The Director also discussed potential federal funding opportunities, such as ARPA funds, and a newly-created position within the Water Development Office to tend to these matters. He also proposed a statewide aging infrastructure project that is set to be brought before the Commission in the spring. Director Gebhart also discussed a letter that had been received from Trout Unlimited related to releases from Buffalo Bill Reservoir. It was discussed that the Bureau of Reclamation will develop a response and allow the WDO and other state agencies the option to co-sign the response after our review and at our discretion.

10. Public Comment

There were no requests to provide public comment.

11. Future Meeting Schedule

A tentative meeting schedule for 2022 was presented, with set meeting dates of January 25-26, 2021.

12. Adjournment

Commissioner Ron Kailey made a motion to adjourn. Commissioner Sheridan Little seconded the motion. The motion passed unanimously.

Respectfully submitted,

Ron Kailey, Jr., Secretary



**FINAL PROJECT CLOSEOUT MEMO
FOR LEVEL I AND II PLANNING PROJECTS
WYOMING WATER DEVELOPMENT OFFICE
PLANNING DIVISION**



The Planning Project listed below is complete and scheduled for closeout. This memo serves to summarize the findings of the final report and to document the final contract amount.

PROJECT: LaGrange Water Master Plan
LEVEL: I
SPONSOR: Town of LaGrange
LOCATION: LaGrange, Wyoming
PROGRAM: New Development
PROJECT MGR: Julie Gondzar
WWDC MTG DATE: November 9, 2021

AUTHORIZING LEGISLATION:

| <u>Purpose</u> | <u>Chapter</u> | <u>Session</u> | <u>Account</u> | <u>Appropriation</u> | <u>Due Date</u> |
|----------------|----------------|----------------|----------------|----------------------|-----------------|
| Level I | 150 | 2020 | I | \$114,000 | 2023 |

CURRENT CONTRACT:

Consultant: AVI

| <u>Contract Number</u> | <u>Executed</u> | <u>Original Contract Amount</u> | <u>Final Contract Amount</u> | <u>Contract Savings Amount</u> | <u>Expiration Date</u> |
|------------------------|-----------------|---------------------------------|------------------------------|--------------------------------|------------------------|
| 05SC0298321 | 3-26-20 | \$113,260 | \$104,258.58 | \$ 9,001.42 | 6-30-22 |

PROJECT DESCRIPTION:

The Town of LaGrange has a population of 438 people and they are served through a total of 208 taps. The Town is supplied with groundwater from the shallow LaGrange Aquifer, from two production wells that have a total average yield of 450 gpm. The supplied groundwater is untreated and stored in an above-ground water storage tank with a capacity of 300,000 gallons, located on a hill to the northeast.

The Town of LaGrange requested a Level I water master plan to evaluate the current condition of the Town’s water system, identify needs, develop a plan to accommodate any future growth, evaluate the current components, determine options for increasing efficiency of operations, and provide a schedule for project improvements. This is the first master plan completed for the Town of LaGrange since the water system was installed in the early 1980’s. The plan provides the Town with the technical information needed to meet repair and replacement goals, and create a sound financial foundation for maintenance.

Recommendations were developed to address water quality concerns, infrastructure upgrades, and several non-structural changes. The intent is to ensure that consumers continue to receive safe

drinking water, that the Town maintains compliance with changing water quality testing requirements, and that the system will become self-supporting.

This master plan was especially important for the Town, as they have had no prior GIS, hydraulic model or access to accurate maps. As part of this plan, the Town was provided with a survey-grade GIS, along with a hydraulic model and updated water system maps. The Town will be able to utilize the new GIS platform to view data, conduct basic analysis, mapping of tasks, track upgrades, and spatially accurate maps when needed.

PROJECT FINDINGS/RECOMMENDATIONS:

The following recommended improvements were identified for the Town of LaGrange during the Level I study:

- The construction of a 12-inch Transmission Main on the east side of the railroad tracks, connecting the existing storage tank to the southern extents of the distribution (~\$1,066,000).
- The construction of an elevated storage tank within the Town proper (on the other side of railroad tracks) to provide additional potable water storage (400,000 to 500,000 gallons) (~\$2,505,000).
- Fire hydrant replacement program: a 5-year plan to replace ~54 fire hydrants (~\$486,500).
- Water valve replacement program: replacement of ~160 existing valves (~\$1,050,000).
- Other structural recommendations included evaluating the Fox Hills water for possible blending with Well #1 and Well #2 to ensure Arsenic levels remain below EPA standards, and construction of a 6-inch main within East Street to provide better looping for the northwest corner which would help add protection for the school and several homes in the event of an outage and line break.
- With concentrations of nitrates, arsenic and sodium nearing EPA standards, and the Town’s “open” nature of aquifer recharge, it was recommended that the Town remain alert to changes in land use and the application of chemicals across the immediate recharge area which should be monitored so to not negatively impact the quality of the groundwater.
- Other non-structural recommendations include well monitoring and maintenance through the Town’s annual testing program, water rights should be brought into conformity with actual use, installed wellhead meters should be calibrated and installations modified as needed, and metering issues should be addressed including SCADA outputs programmed to include monthly volumes.

PUBLIC REPORT PRESENTATION HEARING: N

| <u>Date</u> | <u>Location</u> | <u>City/Town</u> |
|-------------|----------------------------------|------------------|
| 7-15-21 | LaGrange Town Hall, 300 C Street | LaGrange |

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:

Final Report: http://library.wrds.uwyo.edu/wwdcrept/LaGrange/LaGrange-Water_Master_Plan_Level_I_Study-Final_Report-2021.html

Executive Summary: http://library.wrds.uwyo.edu/wwdcrept/LaGrange/LaGrange-Water_Master_Plan_Level_I_Study-Executive_Summary-2021.html

WWDO RECOMMENDATION:

The WWDO recommends acceptance of the final report submittals and closing the consultant services contract. The Town has applied for a Level II feasibility project.

WWDC PROPOSED MOTION:

I move acceptance of the LaGrange Water Master Plan, Level I Study project report as being complete and further, the WWDC makes the following findings relative to this project:

1. That the Commission recommend:
 - Proceeding to the next Level of project development, upon the submittal of an appropriate funding application by the sponsor.

2021 WATER DEVELOPMENT PROGRAM RECOMMENDATION

GROUND WATER EXPLORATION GRANTS PROGRAM

Project Name: Skyline No. 4 Well

Program: New Development

Project Type: Rural Domestic

Sponsor: Skyline Ranch Improvement & Service District

WWDO Recommendation: 75% Grant

Proposed Budget: \$176,250

Project Manager: George Moser, P.G.

I. PROJECT DESCRIPTION

New Public Water Supply Test Well

1. Describe existing status in the program and previous appropriations (table):

| <u>Project</u> | <u>Level</u> | <u>Chapter</u> | <u>Session</u> | <u>Account</u> | <u>Appropriation</u> | <u>Reversion Year</u> |
|---------------------------------------|--------------|----------------|----------------|----------------|----------------------|-----------------------|
| Teton County Water Supply Master Plan | I | 46 | 1997 | I | \$ 250,000 | 2000 |
| Skyline ISD Water Supply | II | 150 | 2020 | I | \$ 93,000 | 2023 |

2. Describe the location of the project: The Skyline Ranch Improvement and Service District (SRISD) is located 2 miles west of Jackson on State HWY 22 along the east banks of the Snake River, in an unincorporated area of Teton County. The existing well field is located west of the SRISD boundary.

3. Summarize the request: Install a new "Well #4" for augmenting groundwater supply to SRISD.

4. Summarize the reasons for the request: Based on the findings of the Level II Study, SRISD is on the verge of experiencing supply insufficiencies during peak hours and, in the future, will be incapable of meeting demands with their largest well out of service. Additional supply is critical and necessary to provide reliable public water supply.

II. WWDC ELIGIBILITY CONSIDERATIONS

1. Is the Sponsor a public entity? Yes
2. Project Priority According to WWDO Criteria: 2. Wells & Diversion Structures
3. Will the project serve at least 15 water taps? Yes
 - A. Number of Taps: 85
4. Is the sponsor eligible for funding from other state or federal programs? Yes
 - A. If so, what are they? RUS, SRF, other
5. Is the Sponsor under any federal (EPA) mandates to improve its system? No
6. Is the Sponsor currently served by a regionalized water supply system (specify)? No

Or will the Sponsor consider regional solutions to the purpose and needs of its water supply system? Yes

7. What is monthly water bill for 5,000 gallons? \$60.12/month - residential

A. 20,000 Gallons? \$85.62/month - residential

8. Can the project be delayed or staged? SRISD will need a new well to meet near-future maximum day demands. Should it be? No

9. Basis for the Funding Recommendation: The sponsor is an eligible program applicant and the project falls within the criteria for program fund utilization.

III. PERTINENT INFORMATION

1. Existing Water Supply System

A. EPA Public Water System (PWS) Identification Number: WY-5600217C

B. Groundwater

(1) Number of Wells: 2

(2) Primary Supply Aquifer(s) or Formation(s): Snake River Alluvial Aquifer

(3) Total Average Production Yield of All Wells (GPM): 50 gallons per minute

C. Surface Water

(1) Source Name(s): None

(2) Type of Diversion(s) (Headgate, Infiltration Gallery, Pumps, Etc.): N/A

(3) Total Average Diversion Yield (CFS or GPM): N/A

D. Springs

(1) Name of Spring(s): None

(2) Total Average Production Yield of All Springs (CFS or GPM): N/A

E. Water Rights

(1) For the water source supply (or supplies) described above, does the Sponsor possess valid and/or adjudicated water rights? Skyline No. 2 Well, Permit No. U.W. 179020, Adjudicated

Skyline No. 3 Well, Permit No. U.W. 159621, Adjudicated

F. Transmission Pipeline

(1) Maximum Capacity of the Transmission Pipeline(s) (Gallons per Day): 1,200 gpm; 1.7MGPD

(2) Increased Capacity Needed (If Known) (Gallons per Day): None

(3) Approximate Distance from Source(s) to Distribution System: 850 feet

(4) Transmission Pipe Diameter(s): 8-inch

(5) Type of Transmission Pipe Material(s): Ductile Iron Pipe

(6) Age of Transmission Pipeline(s): 19 years

(7) Condition of Transmission Pipeline(s): Good

G. Water Storage

(1) Raw (Volume and Tank Description): 5,000-gallon pressure tank with 450-gallons usable storage

(2) Treated: Not Applicable

H. Treatment

(1) Specify Water Treatment: Not Applicable

2. Existing Water Distribution System

- A. Is the water use metered? Yes
- B. Are billings based on meter readings? Yes
- C. Identify unmetered usage (e.g., irrigation of parks, cemeteries, fire protection, etc.): None Known
- D. Average Day Demand Water Usage (Gallons per Capita per Day): 250 gpc/d
- E. Maximum Day Demand Water Usage (Gallons per Capita per Day): 922 gpc/d
- F. Peak Hourly Demand Water Usage (Gallons per Capita per Day): 1,639 gpc/d
- G. Distribution Pipe Diameter(s): 4-inch and 6-inch
- H. Type of Distribution Pipe Material(s): AC, PVC
- I. Age of Distribution Pipeline(s): 1970's to present
- J. Condition of Distribution Pipeline(s): Fair
- K. Estimated System Water Losses (Percentage): <15%
- L. Describe any fire flow protection that the system provides: Not provided at this time
- M. What water conservation measures are employed? SRISD commissions bi-annual leak detection surveys
- N. Is there an independent raw water irrigation system? No

3. Demographic Information and Existing Water Service Area

- A. Population (2010 Census): 285 B. Current Population Estimate: 300
- C. Does the applicant have a comprehensive planning boundary? Yes
 - (1) If so, what is the estimated additional population that may be served in the future? 25
- D. How many taps are served within the service area? 85
- E. How many taps are served outside the service area? 0
- F. Identify names of other water system served: None
- G. Identify any existing planning reports (municipal or county) that address growth management in the project area. Provide titles and how copies of the reports could be obtained:
Teton County Comprehensive Plan: <https://www.jacksonwy.gov/403/Development-Regulations-Comprehensive-PI>
Teton County LDRs: <http://www.tetonwyo.org/DocumentCenter/View/1669/Teton-County-Land-Development-Regulations-PDF?bidId=>
Skyline Ranch Declaration of restrictive Covenants & Guidelines for Building Permits: <https://www.skylineranchisd.com/site-committee>

4. Financial Information

- A. Rates
 - (1) Tap Fee(s) – Residential: \$6415 per connection
 - (2) Average Residential Monthly Water Bill and Corresponding Gallons Used:
\$84.85
21,590 gallons per lot
 - (3) Water Rates – Potable: Annual base charge is \$619.41 plus \$1.70 per 1,000 gallons
 - (4) Identify any local conditions that affect water rates: None

B. Financial Statement (of Water Utility)

(1) Revenues

| | |
|--|-----------|
| a. Annual Revenues Generated from Water Sales: | \$ 63,911 |
| b. Annual Revenues from Tap Fees: | \$ 0 |
| c. Annual Revenues from Other Sources: | \$ 0 |
| d. Total Annual Revenues: | \$ 63,911 |

(2) Expenditures

| | |
|--|-----------|
| a. Annual Budget for Operation and Maintenance Expenses: | \$ 41,752 |
| b. Annual Payments for Debt Retirement: | \$ 0 |
| c. Annual Payments to a Repair and Replacement Fund: | \$ 11,769 |
| d. Annual Payments to an Emergency Fund: | \$ 10,019 |
| e. Annual Payments for Other Purposes: | \$ 372 |
| d. Total Annual Payments: | \$ 63,911 |

(3) Other

| | |
|--|------------|
| a. Balance in Repair and Replacement Fund: | \$ 97,326 |
| b. Balance in Emergency Projects Fund: | \$ 482,738 |
| c. Annual Cost of Water Quality Testing: | \$ 1,947 |

(4) Is the operation of the water system self-supporting in terms of revenues offsetting costs for operation, maintenance, debt retirement, replacement funds, emergency funds, etc.? Yes

a. If not, how is the difference subsidized?

C. Ability of applicant entity to provide match funding and completion: SRISD intends to fund the sponsor cost share with emergency account funds and is prepared to initiate a special assessment or fee adjustment to recover the balance.

5. Project Cost Estimate

| | |
|---|------------------|
| Preparation of Hydro-geologic Analysis and/or Well Siting Study | \$ 20,300 |
| Permitting | \$ 6,300 |
| Advertising, Contractor Procurement, Contracts | \$ 9,900 |
| Well Construction ^[1] | \$ 85,700 |
| Aquifer (Pump) Testing | \$ 67,600 |
| Water Quality Analysis | \$ 5,300 |
| Project Management/Subcontracts | \$ 12,800 |
| Miscellaneous Applications/Procurements (specify) | \$ 2,300 |
| Reports | \$ 24,800 |
| Total Project Cost | \$235,000 |
| WWDC (75% Grant Cost Share) | \$176,250 |
| Sponsor (25%) | \$ 58,750 |

[1] Including, but not limited to: Mobilization, Bonds & Insurance, Drill-Furnish-Install Casing/Screen, Furnish-Install Filter Pack/Seal, Rig Time, Standby Time, Geophysical/Video Log, Development, Disinfection, Plugging and Abandonment, De-Mobilization, Reclamation. Any inflation costs, as determined by the WWDC, will be applied to the Total Project Cost.

RESOLUTION

RESOLUTION # 2021-4

A RESOLUTION AUTHORIZING THE FILING OF A GROUND WATER EXPLORATORY GRANT APPLICATION TO WYOMING WATER DEVELOPMENT COMMISSION (WWDC)

WHEREAS, the Skyline Ranch Improvement and Service District (SRISD) operates two public water supply wells in two pressure zones with fifteen thousand lineal feet of water distribution mains plus wells, pressurized storage tank, and flushing hydrants; and

WHEREAS, the current SRISD infrastructure experiences high summer demands, which is projected to exceed supply capability in the near future with one well out of service; and

WHEREAS, the SRISD's existing water supply wells will not be in compliance with current Wyoming Department of Environmental Quality (WDEQ) regulations; and

WHEREAS, the SRISD seeks to take exploratory measures and construct a new well to address current and future water supply needs of current users; and

WHEREAS, the Wyoming Water Development Commission has grants available for Groundwater Exploration Programs; and

WHEREAS, the total project cost for this feasibility exploration is estimated at \$235,000; and

WHEREAS, the SRISD desires to apply under said Program for seventy-five percent of the project cost (\$176,250), with a required match of twenty-five percent (\$58,750) from the SRISD for well exploration study, drilling and testing to locate a future public water supply well to improve water system redundancy and to accommodate peak summer water demands in accordance with WDEQ.

NOW, THEREFORE, be it resolved by the Elected Board of the Skyline Ranch Improvement and Service District, located in Jackson, Wyoming that the SRISD is authorized to file the Ground Water Exploratory Grant Application to the Wyoming Water Development Commission for the purpose of exploration study, drilling and testing of a new public water supply well.

PASSED, APPROVED, AND ADOPTED this 8th day of October 2021.

SKYLINE RANCH IMPROVEMENT & SERVICE DISTRICT

[Signature]
Kurt Harland, Board Chairman

ATTEST:
[Signature]
Jim Lewis, SRISD Board Treasure & Secretary

State of Wyoming }
} ss
County of Teton }

The foregoing instrument was acknowledged before me by Kurt Harland as SRISD Board Chairman and Jim Lewis, SRISD Board Treasurer & Secretary, who are personally known to me, this 8 day of October 2021.

[Signature]
Notary Public

My commission expires: 11/12/2024





State Engineer's Office

HERSCHLER BUILDING, 2 WEST
CHEYENNE, WYOMING 82002
(307) 777-6150

MARK GORDON
GOVERNOR

GREG LANNING
STATE ENGINEER

RECEIVED

OCT 05 2021

October 4, 2021

Wyoming Water Development Office
Attn: George Moser
6920 Yellowtail Road
Cheyenne, WY 82002

WY WATER DEVELOPMENT OFFICE

Re: Ground Water Exploration Grant, Skyline Improvement and Service District

Dear Mr. Moser:

The State Engineer's Office/Ground Water Division received the Groundwater Exploration Grant application for the Skyline Ranch Improvement and Service District you submitted via email on September 27, 2021.

The Ground Water Division reviewed the application compliant with Chapter 6, Section 4 of the Wyoming Water Development Commission's Rules and Regulations, and offers the following opinion regarding associated water right issues:

- The applicant has four water rights that allow "Miscellaneous use" (i.e., domestic and/or sanitary and culinary use by the Skyline Ranch Subdivision); Permit Nos. U.W. 2248, 159621, 179020, and 192747. Each of the four permits is adjudicated.
- The Additional Conditions and Limitations attached to Permit Nos. U.W. 159621, 192747, and 179020 require metering and reporting of groundwater production. To-date, it appears no reports have been received by the State Engineer's Office.
- The application does not contain a State Engineer's Office "Application for Permit to Appropriate Ground Water". An approved permit is required prior to drilling a new well.

Please note, the State Engineer's Office typically reviews large water user's compliance with their existing groundwater rights before considering approval of any new groundwater applications. The compliance review can add additional time to the permit application process.

If you have any questions, please feel free to contact me at (307) 777-5063 or lisa.lindemann@wyo.gov

Sincerely,

Lisa Lindemann, Administrator
Ground Water Division

Cc: Barry Lawrence, Wyoming Water Development Office

Board of Control
(307) 777-6178

Ground Water
(307) 777-6163

Interstate Streams
(307) 777-1942

Surface Water
(307) 777-6475

CONTRACT
BETWEEN THE WYOMING WATER DEVELOPMENT COMMISSION AND
SKYLINE RANCH IMPROVEMENT & SERVICE DISTRICT
GROUNDWATER EXPLORATION GRANT
CONTRACT NO. _____

1. **Parties.** The parties to this Contract are the Wyoming Water Development Commission [Commission], 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and Skyline Ranch Improvement & Service District [Sponsor], whose address is: PO Box 3601, Jackson, WY 83001.
2. **Purpose of Contract.** The purpose of this Contract is for the Commission to fund the Sponsor with Ground Water Exploration Grant program monies, as provided by Wyo. Stat. § 41-2-119, in order to acquire certain technical, professional, or contract services as required to construct a new public water system well and to delegate to the Wyoming Water Development Office [Office], through its Director or his designee, the authority to administer this contract.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of this Contract is from the Effective Date through December 31, 2023. The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term.

If the Sponsor has been delayed and as a result will be unable, in the opinion of the Commission, to complete performance fully and satisfactorily within this Contract period, the Sponsor may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Commission.

4. **Payment.**
 - A. **Reimbursement of Expenses.** The Commission agrees to pay the Sponsor an amount equal to seventy-five (75%) maximum of total original invoices provided for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed one hundred seventy-six thousand, two hundred fifty dollars (\$176,250.00).

The Contract total amount is controlling. Payment shall be made directly to the Sponsor. The Sponsor shall maintain hourly records of time worked by its personnel. Billing reports shall be submitted no more often than monthly for activities and costs accrued since the last billing report and shall be made on forms provided by the Office. The Sponsor may use alternate billing forms if approved in advance by the Office project manager. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

- B. Billing Procedures.** The Commission shall pay the Sponsor upon receipt of billing reports as the services are performed for the various tasks outlined in Attachment A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within forty-five (45) days following receipt by the Commission.
- C. Money Withheld.** When the Commission has reasonable grounds for believing that the Sponsor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Sponsor reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8.W. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.
- D. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Attachment A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.
- E. Final Payment.** The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. Responsibilities of Sponsor.

- A. Scope of Services.** The Sponsor shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A. If there is any conflict between this Contract and the provisions of the specific requirements of Attachment A, the terms of this Contract shall prevail.
- B. Personnel.** All of the services required hereunder will be performed by the Sponsor or under its supervision, and all personnel engaged by consultants or contractors in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.
- C. Permits, Access, Environmental Clearances, Reclamation.** Permits, access or right-of-way agreements, and environmental clearances as needed prior to construction and testing activities described in Attachment A shall be acquired by the Sponsor only, and the Sponsor shall not enter the WWDC as a co-applicant, nor

party, nor co-signer in necessary filings. Following construction and testing activities, the Sponsor shall be responsible for construction site reclamation as required by landowner agreement(s).

D. Contracts

- (i) **Approval Required for Contracts.** The Sponsor shall submit a list of the proposed consultants, contractors, and subcontractors; the scope and extent of each subcontract; and the dollar amount of each subcontract subsequent to Contract execution to the Office for approval. During the performance of the Contract, substitutions in or additions to such contracts, associates, or subcontracts will be subject to the prior approval of the Office. Approval of subcontractors will not relieve the Sponsor from any responsibilities outlined in this Contract. The Sponsor shall be responsible for the actions of the consultants, contractors, and subcontractors.
- (ii) **Billings for Contractors.** Billings for consultants, contractors, or subcontract services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Sponsor. Subcontract costs will be documented by attaching subcontractor billings to the Sponsor's billing submittals. Contractors will utilize billing forms provided by the Office, or alternate forms if approved in advance by the Office project manager.
- (iii) **Copies of Contracts.** The Sponsor shall provide to the Commission copies of each consultant or contractor contract immediately following execution with the contractor. All contracts between the Sponsor and a consultant or contractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Commission a party of any contract entered between the Sponsor and a consultant or contractor.

E. Requests from the Commission. The Sponsor shall be responsible and responsive to the Commission and the Office in their requests and requirements related to the scope of this Contract.

F. Presentation of Data. The Sponsor shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the Project, and shall present this information clearly and concisely, in a professional and workmanlike manner.

G. Draft of Final Report. The Sponsor shall provide to the Commission in Cheyenne, Wyoming, a draft of the final report covering all work elements of the Project including maps, charts, conclusions and recommendations prior to the publication

of any final report and no later than the date specified in Attachment A. The Commission will respond with written comments to the Sponsor as soon as practicable. The Sponsor will address the comments of the Commission in the final report.

- H. Project Completion Report.** A final project completion report in the form described in Attachment A shall be submitted to the Commission by the date specified in Attachment A.
- I. Reports, Maps, Plans, Models and Documents.** One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Commission. If the Sponsor writes or uses a computer program or spreadsheet as a part of this project, the Sponsor shall submit to the Office for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to Commission in written and digital forms with the final report. Digital media shall be labeled by the Sponsor to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the Sponsor to the Commission providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the Commission.

6. Responsibilities of the Commission.

- A. Designated Representative.** The Director of the Office shall act as the Commission's representative with respect to the Sponsor's obligation to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret and define the Commission's policies and decisions with respect to services covered by this Contract.
- B. Data to be Furnished to the Sponsor.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Sponsor without charge and the Office shall cooperate with the Sponsor in every way possible in the carrying out of the project.
- C. Review Reports.** The Office shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Sponsor to the Commission and shall promptly render in writing the Commission's decisions pertaining thereto within the time periods specified in Attachment A.
- D. Provide Criteria.** The Office shall provide all criteria and full information regarding its requirements for the project.

7. **Special Provisions.**

- A. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- B. **Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Sponsor, shall identify the Commission as the sponsoring agency and shall not be released without prior written approval from the Commission.
- C. **Monitor Activities.** The Commission shall have the right to monitor all activities related to this Contract that are performed by the Sponsor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe all Sponsor consultants and contractors in every phase of performance of Contract related work.
- D. **Kickbacks.** The Sponsor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Sponsor breaches or violates this warranty, the Commission may, at its discretion, terminate this Contract without liability to the Commission, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The

Sponsor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.

- D. Audit and Access to Records.** The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Contract.
- E. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Commission may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Sponsor shall cooperate fully with other contractors and the Commission in all such cases.
- G. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and any other work provided to or produced by the Sponsor in the performance of this Contract shall be kept confidential by the Sponsor unless written permission is granted by the Commission for its release. If and when the Sponsor receives a request for information subject to this Contract, the Sponsor shall notify the Commission within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Commission.
- I. Conflicts of Interest.**
- (i)** Sponsor's consultant(s) or contractor(s) shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. Sponsor shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Sponsor's

performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Sponsor shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit or affect the Sponsor's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

- (ii) A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions, or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or quo warranto.

- J. Entirety of Contract.** This Contract, consisting of thirteen (13) pages, and Attachment A, consisting of fifteen (15) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Sponsor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Sponsor's actions.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Sponsor shall be free from control or direction over the details of the performance of services under this Contract. The Sponsor shall assume sole

responsibility for any debts or liabilities that may be incurred by the Sponsor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Sponsor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Sponsor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Contract.

- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, email, or delivery in person at the addresses provided under this Contract. Notice provided by email shall be delivered as follows:

Commission: George Moser, george.moser1@wyo.gov, 307-777-7626.

Sponsor: Jim Lewis, jamesl5546@gmail.com, 307-413-0829.

- P. Ownership and Return of Documents and Information.** The Commission is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract. Upon termination of services, for any reason, the Sponsor agrees to return all such original and derivative information and documents to the Commission in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

- Q. Patent or Copyright Protection.** The Sponsor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Sponsor or its subcontractors will violate any such restriction. The Sponsor shall defend and indemnify the Commission for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

S. Insurance Requirements.

- (i) During the term of this Contract, the Sponsor's Consultant shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Sponsor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against the Sponsor's Consultant or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Sponsor's Consultant shall provide Certificates of Insurance to the Commission verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Commission. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Commission may, at the Commission's option, obtain and maintain, at the expense of the Sponsor's Consultant, such insurance in the name of the Sponsor's Consultant or subcontractor, as the Commission may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Sponsor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Commission reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

T. Insurance Coverage. The Sponsor's Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State. The Sponsor's Consultant shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and
 - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) **Workers' Compensation and Employer's Liability Insurance.** Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from the Sponsor's Consultant's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Sponsor's Consultant shall provide the Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by the Sponsor's Consultant through the Wyoming Department of Workforce Services' workers' compensation program, The Sponsor's Consultant shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

- (iii) **Unemployment Insurance.** The Sponsor's Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Sponsor's Consultant shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- (iv) **Automobile Liability Insurance.** Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- (v) **Professional Liability or Errors and Omissions Liability Insurance.** Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Sponsor's Consultant's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence; and
- (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

- U. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Commission expressly reserve sovereign immunity by entering into this Contract and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. **Taxes.** The Sponsor's Consultant's and contractors shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. **Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Sponsor fails to perform in accordance with the terms of this Contract.
- Y. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Z. **Time is of the Essence.** Time is of the essence in all provisions of the Contract.
- AA. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

- BB. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Sponsor of an originally signed counterpart of this Contract by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

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9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

WYOMING WATER DEVELOPMENT COMMISSION:

Clinton Glick, Chairman

Date

Ronald E. Kailey, Jr., Secretary

Date

SKYLINE RANCH IMPROVEMENT & SERVICE DISTRICT:

Kurt Harland, Board Chair

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General

Date

**WYOMING WATER DEVELOPMENT COMMISSION
GROUNDWATER EXPLORATION PROGRAM**

**ATTACHMENT A
SCOPE OF SERVICES**

A. AUTHORIZATION:

The Wyoming Legislature has authorized the Water Development Commission to Contract with Sponsors (cities, towns, water & sewer districts, and improvement & service districts) in Wyoming for exploration for and feasibility studies of the use of underground water for municipal and domestic purposes, not to exceed four hundred thousand dollars (\$400,000) per project. Any Sponsor participating in the program must provide at least twenty-five percent (25%) of the cost of the project from its own funds.

B. PROJECT REQUIREMENTS

1. Selection of a consultant or contract services by the Sponsor:

The Commission advises that municipalities and Sponsors contract with one firm to be responsible for all phases of the project. The firm selected by the Sponsor, and all proposed sub-consultants and subcontractors for drilling, logging, pump testing, water quality analysis and other supportive services, must be submitted to WWDC for review and approval prior to subcontract execution. Work performed under this Contract must be supervised by A WYOMING-LICENSED PROFESSIONAL ENGINEER OR A WYOMING-LICENSED PROFESSIONAL GEOLOGIST.

The Sponsor shall promote and ensure that responsible Wyoming contractors and residents receive employment on public works projects as set forth under Wyoming preference laws, W.S. §16-6-102, W.S. §16-6-203, W.S. §16-6-1001.

The Sponsor is responsible for ensuring that all appropriate work items and conditions contained in this Contract and its exhibits and attachments are contained in the technical specifications used by the Sponsor in the selection of a drilling contractor. The Sponsor must also ensure that such items and conditions are contained in the performance Contract between the Sponsor and its contractor. Work performed under said contract must be conducted by a WYOMING-LICENSED WATER WELL CONTRACTOR. The Commission requires utilization of a competitive public bidding process to select the well construction contract services.

2. Monthly Progress Reports and Billing Statements

The Sponsor shall submit a brief monthly progress report outlining the study status, progress, and results to date. The progress report shall be submitted on or before the last working day of the month.

The billing statement must include a task-by-task report justifying the cost items contained in the billing statement. The monthly progress report may be used as the justification for the billing statement as long as all cost items covered in the billing statement are addressed in the progress report.

3. Computer Models, Statement of Assumptions, Project Work File

- a. If the Sponsor (or its Consultant) writes or uses a computer model or spreadsheet as a part of this project, the Sponsor shall submit to the WWDC for approval all proposed model names and data formats prior to beginning work on that task. All data shall be submitted to WWDC in written and magnetic forms with the final report. Magnetic disks shall be labeled by the Sponsor to provide sufficient detail to access the information on the disks. User manuals shall be submitted by the Sponsor to WWDC providing complete documentation of computer models developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the model(s). The computer models and spreadsheets (written and magnetic forms) are due on the same date as the final report which contains the information generated by the model.
- b. To facilitate the Commission's accurate evaluation of the Sponsor's work product, computations, conclusions, and recommendations, the Sponsor shall:
 - (i) Include in the final report a section describing the assumptions and methodology used by the Sponsor in generating the data and conclusions contained in the report.
 - (ii) Maintain a project work file containing the materials used in project analysis. This file will be available for review by the Commission and should be organized in such a way as to allow replication of the steps and procedures used by the Sponsor to reach the conclusions described in the study.
 - (iii) Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by

the Sponsor to reach the conclusions described in the final report. The project notebook shall be submitted with the final report.

4. Cost Estimates

The Sponsor shall provide, as a part of project cost estimates, an estimate of:

- a. The cost to prepare final plans and specifications.
- b. The cost to acquire permits and to mitigate project impacts.
- c. The cost of project legal expenses.
- d. The cost of acquiring access and rights-of-way.

5. Calculation of Engineering Costs and Contingencies

The Sponsor shall use the following guidelines in calculating final cost estimates.

WWDC ELIGIBLE PROJECT COSTS

CONSTRUCTION COSTS

| | | |
|--|----------|----------|
| Itemized Cost of Each Project Component | \$ _____ | |
| | \$ _____ | |
| | \$ _____ | |
| | \$ _____ | |
| Cost of Project Components TOTAL (subtotal #1) | | \$ _____ |
| Construction Engineering Cost (subtotal #1 x 10%) | | \$ _____ |
| Components + Construction Engineering Costs (subtotal #2) | | \$ _____ |
| Contingency (subtotal #2 x 15%) | | \$ _____ |
| Construction Cost Total (subtotal #2 + Contingency) (subtotal #3) | | \$ _____ |

PRE-CONSTRUCTION COSTS

| | |
|---|----------|
| Preparation of Final Designs & Specifications (subtotal #1 x 10%) | \$ _____ |
| Permitting and Mitigation | \$ _____ |
| Legal Fees (Title of Opinion Only) | \$ _____ |
| Acquisition of Access and Rights of Way | \$ _____ |
| Pre-construction Costs Total (subtotal #4) | \$ _____ |

TOTAL WWDC Eligible PROJECT COST

Total WWDC Eligible Project Cost (subtotal #3 + subtotal #4) \$ _____
(subtotal #5)

WWDC INELIGIBLE PROJECT COSTS

Itemized Costs of Ineligible Project Components \$ _____
\$ _____
\$ _____
\$ _____
Additional Cost for Construction Engineering \$ _____
Additional Cost for Preparation of Final Designs & Specifications \$ _____
Total WWDC Ineligible Project Costs Total \$ _____
(subtotal #6)

TOTAL PROJECT COST

Total Project Cost (subtotal #5 + subtotal #6) \$ _____

MATERIALS ONLY TOTAL

Materials Only Total Project Cost ((Subtotal #1 + (Subtotal #1 x 10%))
\$ _____

Note: Any inflation costs, as determined by the Consultant and the Office project manager, will be applied to the Total Project Cost.

6. Stand-By Time

The WWDC will not reimburse the Sponsor for stand-by time charges for either their own or their consultants or supervisory personnel.

7. Well Permitting

An approved permit to appropriate groundwater shall be obtained from the State Engineer prior to commencing construction on any well. The Sponsor shall be responsible for obtaining the permit. The Sponsor shall consult with the Groundwater Division of the Wyoming State Engineer's Office (SEO) prior to the initiation of well siting studies, and shall abide by SEO rules and regulations concerning well siting and construction.

The Sponsor shall comply with all provisions of the Wyoming Department of Environmental Quality – Water Quality Division Rules and Regulations regarding a permit to construct for construction of source wells supplying public water supply systems.

For pump testing purposes that may be required herein, The Sponsor shall obtain, from WDEQ-WQD, a National Pollution Discharge Elimination System (NPDES) permit as required under the federal Clean Water Act (CWA) for pump tests of water wells.

8. Verification Log

After all casing has been installed in the well, the WWDC may require that a geophysical log be performed on the well to verify casing placement. A copy of this log shall be included in the final report.

9. Final Report

The Sponsor shall use the Contract Scope of Services as the outline for draft and final reports so that compliance with Contract provisions can be verified. IF THE FINAL REPORT CONTAINS INFORMATION OF AN ENGINEERING NATURE, THE COVER OF THE FINAL REPORT, ALL PLATES, AND THE EXECUTIVE SUMMARY MUST BE STAMPED AND SIGNED BY A WYOMING-LICENSED PROFESSIONAL ENGINEER. IF THE FINAL REPORT CONTAINS INFORMATION OF A GEOLOGIC NATURE, THE COVER OF THE FINAL REPORT, ALL PLATES, AND THE EXECUTIVE SUMMARY MUST BE STAMPED AND SIGNED BY A WYOMING-LICENSED PROFESSIONAL GEOLOGIST. IF THE FINAL REPORT CONTAINS INFORMATION OF BOTH AN ENGINEERING AND GEOLOGIC NATURE, THE COVER OF THE FINAL REPORT, ALL PLATES, AND THE EXECUTIVE SUMMARY MUST BE STAMPED AND SIGNED BY BOTH A WYOMING-LICENSED PROFESSIONAL ENGINEER AND A WYOMING-LICENSED PROFESSIONAL GEOLOGIST.

10. Final Report - Digital Format

In addition to the paper submittal described in Section B.9 above, the Consultant shall also provide the final documents and related materials in a digital format. This digital format shall contain the final documents in their entirety, including all text, tables, plates, figures, etc. This digital report shall be contained on CD/DVD(s), USB drive(s), or other media as approved by the Office project manager, and shall be in Searchable Image Adobe Acrobat format. The final documents will also be provided fully assembled into one file, in a complete "internet ready" digital format to facilitate their distribution via the WWDC website.

11. Anticipated Project Funding Assistance

The Sponsor shall clearly identify project components eligible for Commission funding, both in cost estimates and in project mapping. The Sponsor shall verify project component funding eligibility with the Office project manager prior to commencing any economic analysis. Unless otherwise directed by the Office

project manager, the Sponsor shall assume that projects will be funded with a sixty-seven percent (67%) grant and a thirty-three percent (33%) loan. The Commission loan will be financed at an interest rate of four percent (4%) with a term to be specified by the Office project manager. If funding is anticipated from another agency, such as the Office of State Lands and Investments or the Rural Utilities Service (RUS), the Sponsor shall prepare cost estimates for system components not eligible for Commission assistance in a format and level of detail acceptable to the potential funding agency.

C. **SCOPE OF SERVICES**

1. Project Meetings

A meeting shall be held early in the project schedule to assure the affected parties (Sponsor, WWDC Project Manager, consultants, contractors, etc.) have a common understanding of the scope of the project. One additional meeting may be scheduled at the discretion of the WWDC project manager depending on developments during the Project. One meeting may be held at the conclusion of the Project to present the results to the Sponsor Council. In the interest of economy, meetings shall be scheduled to coincide with fieldwork if possible. The Sponsor shall notify the WWDC project manager in advance of any meetings regarding conduct of the project.

2. Production Well Siting, ROW Acquisition, Permitting, Drilling, Completion and Testing

- a. The Sponsor shall prepare a plan for determining the feasibility of using the selected groundwater source as a public water supply. This plan shall include a siting study for emplacement of a new public water supply (PWS) source well that includes well location alternatives and a preferred alternative site selection. The Sponsor shall acquire access permits and execute access/ROW/easement agreements and environmental clearances as needed to allow for drilling and completion of a public water supply well.
- b. The Sponsor shall acquire all permits necessary from oversight agencies (e.g. Wyoming State Engineer's Office, Wyoming Department of Environmental Quality – Water Quality Division) to drill and test a new PWS well for the Sponsor.
- c. The Sponsor shall conduct a public bidding process, in accordance with State of Wyoming statutes, for selection from interested contractors to perform the well construction services required herein. The Sponsor shall analyze the bids received and select a contractor, after coordination with the WWDC project manager.

- d. Consultant Services during Well Construction, Aquifer Testing
- (i) The Consultant shall serve as the Sponsor's representative at the construction site during the construction process. The Consultant shall ensure the project is constructed in accordance with the bid documents. The Consultant shall provide full time supervision during well construction by a Professional Geologist licensed in the State of Wyoming.
 - (ii) The Consultant shall generate a drilling log containing the following information:
 - 1) Depth, thickness, type, general characteristics, and drilling characteristics of each material encountered.
 - 2) Time required to drill each foot of depth, along with the speed of rotation.
 - 3) Depth at which bit diameters change.
 - 4) Detailed "as built" well completion specifications, including hole and casing diameters, depths at which these diameters change, casing thickness and material, manufacturer, depths, diameters, and opening size of well screen or perforated casing, gravel packed intervals and gravel size installed, casing centralizer types and their spacing, cemented intervals, cement type, etc.
 - (iii) The Consultant shall generate a geologic log containing the following information:
 - 1) Reference point for all depth measurements.
 - 2) Depth at which each change of formation occurs.
 - 3) Thickness of each formation.
 - 4) Depth at which each stratum is encountered.
 - 5) Thickness of each stratum.
 - 6) Description of the material composing each stratum.
 - 7) Depth at which water is first encountered.

- 8) Depth to the static water level (SWL) and changes in with increasing well depth.
- 9) Total depth of completed well.
- 10) Any and all other pertinent information for a complete and accurate log.

(iv) Formation samples shall be collected and described in detail at each change in stratum, not to exceed 10-foot intervals, or more frequently to accurately depict lithologic changes encountered during construction.

(v) Pump testing of well:

After completion and isolation of the aquifer to be tested has been ensured, the well shall be developed by water jetting or other approved methods to remove contaminants and foreign material. The aquifer will then be allowed to recover to ninety-eight percent (98%) of its original SWL before aquifer testing begins. All aquifer testing activities shall be supervised by a Wyoming-licensed Professional Geologist.

1) Step test:

Water-level monitoring shall be performed during each step of the test at logarithmic time intervals. Each step should continue until a distinct change in the rate of drawdown occurs. It is suggested that the pumping rate be set at twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), one-hundred percent (100%), and one-hundred fifty percent (150%) of the estimated design discharge. The Consultant shall refer also to DEQ-WQD PWS source development testing requirements in WQD Rules and Regulations, Chapter 12, Section 9(b)(ii).

2) Recovery test:

Following the step test water level shall be monitored at logarithmic time intervals until the well has recovered to 98 percent of its original SWL.

3) Constant discharge test:

Following the recovery test, a constant-rate discharge (rate determined by the Consultant based on the step test) test will

be maintained for seven (7) days or until a stable drawdown is attained. Water levels and pumping rate shall be monitored at logarithmic time intervals during the test. The WWDC project manager must approve in advance if the test is to be terminated prior to the seven (7) days specified.

4) Recovery test:

Following the constant-rate discharge test, recovery shall be monitored until the well has recovered to ninety-eight percent (98%) of its original SWL, with water levels measured at logarithmic time intervals. Analysis of all aquifer testing, recovery, and surface water monitoring data will be performed to determine aquifer characteristics including transmissivity, storativity, specific capacity, and safe yield, and to assess the impacts on surface water caused by long-term groundwater production in the area. Estimates will be made of long term well yield, and the configuration and extent of the cone of depression at one (1), five (5), ten (10), and twenty (20) years into the future for the entire well field. This analysis shall assume production at maximum safe yield, and the design discharge if different. Assumptions and analytical methods used in these calculations shall be included. This information will be presented in the final report.

(vi) Testing of Flowing Well:

After completion and isolation of the aquifer to be tested has been ensured the well shall be developed by water jetting or other methods to remove contaminants and foreign material. The aquifer will then be allowed to recover to ninety-eight percent (98%) of its original shut-in pressure before testing begins.

(1) Stepped Rate Test:

Monitoring of pressure and flow rate shall be performed during each step of the test at logarithmic time intervals. Each step should continue until a distinct change in the rate of drawdown occurs. It is suggested that discharge be set at twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), and one-hundred (100%) of maximum flow rate.

- (2) Recovery test:
Following the step test, shut-in pressures shall be monitored at logarithmic time intervals until the well has recovered to ninety eight percent (98%) of its original shut-in pressure.
- (3) Constant Drawdown Test:
Following the recovery test the well shall be allowed to flow "wide open" and monitoring of flow rate and pressure with respect to time will be conducted at logarithmic time intervals for a period of seven (7) days.

3. Water Quality, Water Treatment,

For each aquifer on which a test is conducted, the following shall be performed by the Consultant:

- a. During each test, a pH/conductance/temperature meter shall be used to monitor these parameters at the following time periods:

| | |
|-----------------------|------------------------|
| (1) Beginning of test | (6) 4 hours |
| (2) 30 minutes | (7) 8 hours |
| (3) 1 hour | (8) 16 hours |
| (4) 2 hours | (9) 24 hours |
| (5) 3 hours | (10) 24 hour intervals |

The above-collected data will be listed and plotted versus time in the final report.

- b. During the test water quality samples shall be collected for analysis by a U.S. Environmental Protection Agency approved laboratory. Samples will be properly collected and preserved such that the appropriate constituents listed below may be analyzed for concentration level. Samples shall be received by the laboratory within the time period specified by the laboratory for the particular analyses being performed. Water samples will be collected during the test at the following time intervals:

- i. Midway through the first test.
- ii. End of all testing.

The following analyses shall be conducted midway through the first test:

- . Bicarbonate
- . Calcium

- . Carbonate
- . Chloride
- . Conductance
- . Magnesium
- . pH
- . Potassium
- . Sodium
- . Sulfate
- . Total Dissolved Solids
- . Iron and Iron Related Bacteria
- . Total Coliform Bacteria
- . Gross Alpha
- . Gross Beta
- . Combined Radium 226 & 228
- . Natural Uranium

The Consultant shall collect samples for analysis of all EPA regulated constituents that are applicable to this project. The following analyses shall be conducted, as appropriate for the particular source, treatment techniques, system size, and as required in the State of Wyoming, at the end of all testing:

Inorganic Chemicals

- . Antimony
- . Arsenic
- . Asbestos
- . Barium
- . Beryllium
- . Cadmium
- . Chromium
- . Copper
- . Cyanide
- . Fluoride
- . Lead
- . Mercury
- . Nickel
- . Nitrate (as N)
- . Nitrite (as N)
- . Total Nitrate/Nitrite
- . Selenium
- . Sulfate
- . Thallium

Organic Chemicals

Pesticides

. Alachlor
. Aldicarb
. Aldicarb sulfoxide
. Aldicarb sulfone
. Atrazine
. Carbofuran
. Chlorodane
. Dalapon
. Dibromochloropropane (DBCP)
. Dinoseb
. Diquat
. Endothall
. Endrin
. Ethylene dibromide (EDB)
. Glyphosate
. Heptachlor
. Heptachlor epoxide
. Lindane
. Methoxychlor
. Oxamyl (Vydate)
. Pentachlorophenol
. Picloram
. Simazine
. Toxaphene
. 2,4,5-TP (Silvex)
. 2,4-D

Volatile Organic Chemicals

. Benzene
. Carbon tetrachloride
. para-Dichlorobenzene
. ortho-Dichlorobenzene
. 1,2-Dichloroethane
. 1,1-Dichloroethylene
. cis-1,2-Dichloroethylene
. trans-1,2-Dichloroethylene
. Dichloromethane
. 1,2-Dichloropropane
. Ethylbenzene
. Monochlorobenzene
. Styrene
. Tetrachloroethylene (PCE)
. Toluene
. 1,2,4-Trichlorobenzene
. 1,1,1-Trichloroethane

- . 1,1,2-Trichloroethane
- . Trichloroethylene (TCE)
- . Vinyl chloride
- . Xylenes

Synthetic Organic Chemicals

- . Benzo (a) pyrene
- . Di (2-ethylhexyl) adipate
- . Di (2-ethylhexyl) phthalate
- . Hexachlorobenzene
- . Hexachlorocyclopentadiene (HEX)
- . PCBs
- . 2,3,7,8 Tetrachlorodibenzo-p-dioxin

Treatment Techniques

- . Acrylamide
- . Epichlorohydrin

Disinfection By-Products

- . Total trihalomethanes (TTHMs)
- . Haloacetic acids (HAA5)
- . Total Organic Carbon (TOC)
- . Chloramines

Total Suspended Solids (TSS)

Turbidity

- . Turbidity

Microbiological

Total Coliform (Coliform bacteria, fecal coliform, streptococcal, and other bacteria)

- . Giardia lamblia
- . Legionella
- . Viruses
- . Heterotrophic Plate Count
- . Iron and Iron related bacteria

Radiological Contaminants

- . Gross alpha
- . Gross beta
- . Combined Radium 226 & 228

- . Natural uranium

Secondary Standards

- . Aluminum
- . Bicarbonate
- . Boron
- . Calcium
- . Carbonate
- . Chloride
- . Color
- . Conductance
- . Corrosivity
- . Foaming agents
- . Hardness
- . Iron
- . Magnesium
- . Manganese
- . Odor
- . Ph
- . Potassium
- . Silica
- . Silver
- . Sodium
- . Sulfate
- . Total Acidity
- . Total Alkalinity
- . Total dissolved solids (hardness)
- . Zinc

All analyses will be listed in the final report, as well as the reasons for deleting the analyses for any items contained in this list.

The Consultant shall determine the water treatment requirements for the groundwater supply source and include costs for this treatment in the final report.

4. Deliverables

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study no later than June 15, 2023. Two USB drives containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) USB drive(s) copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each USB drive shall have a hard copy table of contents attached.

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before August 15, 2023. These final documents and materials shall include: 1) Fifteen (15) hard copies of the final report.

Six (6) CD/DVD(s) or USB drive copies containing the final report in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD/DVD or USB drive shall have a hard copy table of contents attached.

Additionally, two (2) USB drive copies containing the final report in both Microsoft Word and Searchable Image Adobe Acrobat (pdf) formats will be provided. The digital reports will be completely assembled, contained in one Word file and one Acrobat file for each report, and will be the same version as the hard copies. The USB drives shall also contain the project digital files in their original format (Word, Cad, Excel). Each USB drive shall have a hard copy table of contents attached.

One (1) project notebook containing the working files used in this project will be provided. The project notebook files shall include descriptions of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach the conclusions described in the final report.



THE STATE OF WYOMING
Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002



MEMORANDUM

DATE: November 9, 2021

TO: Wyoming Water Development Commission

FROM: Jodie Pavlica P.E., Small Water Project Program Manager

SUBJECT: Amendment Two to the Blue Rim Desert Allotment Stock Water Development Project Agreement

The Sublette County Conservation District is requesting a one-year extension to the Blue Rim Desert Allotment Stock Water Development Project Agreement. The request is due primarily to material shortages and permitting delays caused by Covid.

Project Description:

There is an old, shallow well at the "Arnold Olson Cow Camp" site. The well was historically used for domestic and livestock water, but has since fallen into disrepair. However, the site is still an "oasis" in the desert with young cottonwoods growing at the site. The Blue Rim Desert Allotment lacks livestock water in this part of the allotment, which makes it more difficult to manage livestock grazing pressure and season. There is currently little to no surface water at the site during many times of the year. This project proposes to redevelop this shallow well into a permanent stock watering system with a solar pump, a potential storage tank, and 2 livestock watering tanks. This well is in the center of the Blue River Desert Allotment, an allotment that lacks many permanent livestock water sources. The development of this stock watering system will help the grazing lessees and private landowner to manage grazing timing in the various parts of the allotment.

**AMENDMENT TWO TO
PROJECT AGREEMENT MSC NO. 05SC0297868
BLUE RIM DESERT ALLOTMENT STOCK WATER DEVELOPMENT PROJECT
BETWEEN WYOMING WATER DEVELOPMENT COMMISSION
AND SUBLETTE COUNTY CONSERVATION DISTRICT**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Water Development Commission [Commission], whose address is: 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and the Sublette County Conservation District, Sublette County, Wyoming, a duly organized conservation district existing under the laws of that state [Sponsor], whose address is: 217 Country Club Ln, PO Box 647, Pinedale, WY 82941.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Agreement between the Commission and the Sponsor. The purpose of this Amendment is to extend the term of the Agreement through December 31, 2022.

The original Agreement, dated March 28, 2019 authorized the design and construction of the Blue Rim Desert Allotment Stock Water Development Project and all appurtenances necessary to make the project complete and function in the manner intended.

Amendment One, dated July 15, 2021, updated the submittal requirements for distribution of funds in keeping with statutory changes as related to the affidavit of publication documenting final settlement.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.** The third sentence of Section 4.D. of the original Agreement is hereby amended to read as follows:

“The Sponsor shall complete the Project no later than **December 31, 2022** and shall have settled all claims and paid all Project expenses by said date.”

5. **Amended Responsibilities of the Sponsor.**

Responsibilities of the Sponsor have not changed.

6. **Amended Responsibilities of the Commission.**

Responsibilities of the Commission have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Commission and the Sponsor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Sponsor of an originally signed counterpart of this Amendment by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

8. **General Provisions.**

- A. **Entirety of Agreement.** The Original Agreement, consisting of six (6) pages; Amendment One, consisting of three (3) pages; and this Amendment Two consisting of three (3) pages; represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

- 9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

WYOMING WATER DEVELOPMENT COMMISSION:

| | |
|-------------------------|------|
| Clinton Glick, Chairman | Date |
|-------------------------|------|

| | |
|----------------------------------|------|
| Ronald E. Kailey, Jr., Secretary | Date |
|----------------------------------|------|

SUBLETTE COUNTY CONSERVATION DISTRICT:

| | |
|------------------------|------|
| Coke Landers, Chairman | Date |
|------------------------|------|

ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM

| | |
|---|------|
| Megan Pope, Senior Assistant Attorney General | Date |
|---|------|



THE STATE OF WYOMING

Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002



MEMORANDUM

DATE: November 9, 2021

TO: Wyoming Water Development Commission

FROM: Jodie Pavlica P.E., Small Water Project Program Manager

SUBJECT: Amendment Two to the CR Irrigation Pipeline Project Agreement

The Little Snake River Conservation District is requesting a one-year time extension for the CR Irrigation Pipeline Project. Notice to Proceed with Construction has been issued, but the landowner is having difficulty acquiring enough pipe to complete the project due to supply shortages. A one-year time extension will give the landowner and district until December 31, 2022 to acquire necessary supplies and complete construction.

Project Description:

This project will install a new water control structure and 2300 feet of 12-inch buried pipe. The pipeline will have irrigation risers and outlets to feed the current ditches. The ditch in its current form has a substantial head cut and is causing erosion.

**AMENDMENT TWO TO
PROJECT AGREEMENT MSC NO. 05SC0297903
CR IRRIGATION PIPELINE PROJECT BETWEEN WYOMING WATER
DEVELOPMENT COMMISSION
AND LITTLE SNAKE RIVER CONSERVATION DISTRICT**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Water Development Commission [Commission], whose address is: 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and the Little Snake River Conservation District, Carbon County, Wyoming, a duly organized conservation district existing under the laws of that state [Sponsor], whose address is: 285 North Penland Street, PO Box 355, Baggs, WY 82321.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Agreement between the Commission and the Sponsor. The purpose of this Amendment is to extend the term of the Agreement through December 31, 2022.

The original Agreement, dated April 12, 2019 authorized the design and construction of the CR Irrigation Pipeline Project and all appurtenances necessary to make the project complete and function in the manner intended.

Amendment One, dated July 14, 2021, updated the submittal requirements for distribution of funds in keeping with statutory changes as related to the affidavit of publication documenting final settlement.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.** The third sentence of Section 4(D) of the original Agreement is hereby amended to read as follows:

“The Sponsor shall complete the PROJECT no later than **December 31, 2022** and shall have settled all claims and paid all project expenses by said date.”

5. **Amended Responsibilities of the Sponsor.**

Responsibilities of the Sponsor have not changed.

6. **Amended Responsibilities of the Commission.**

Responsibilities of the Commission have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Commission and the Sponsor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Sponsor of an originally signed counterpart of this Amendment by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

8. **General Provisions.**

- A. **Entirety of Agreement.** The Original Agreement, consisting of six (6) pages; Amendment One, consisting of three (3) pages; and this Amendment Two consisting of three (3) pages; represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

- 9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

WYOMING WATER DEVELOPMENT COMMISSION:

Clinton Glick, Chairman _____
Date

Ronald E. Kailey, Jr., Secretary _____
Date

LITTLE SNAKE RIVER CONSERVATION DISTRICT:

Jack Cobb, Chairman _____
Date

ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General _____
Date



THE STATE OF WYOMING

Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002



MEMORANDUM

DATE: November 9, 2021

TO: Wyoming Water Development Commission

FROM: Jodie Pavlica P.E., Small Water Project Program Manager

SUBJECT: Amendment Two to the PK Pipeline Project Agreement

The Little Snake River Conservation District is requesting a one-year time extension for the PK Pipeline Project. Notice to Proceed with Construction has been issued for the project. However, this project is associated with the Short Allotment Water Well project which is currently awaiting completion due to supply issues. A one-year time extension on this project will give the landowner and district until December 31, 2022 to resolve the supply issues and complete the project.

Project Description:

This project will construct 13,390 feet of new 2-inch HDPE buried stock water pipeline from existing water wells. Additionally, 4 stock tanks and a storage tank will also be installed.

**AMENDMENT TWO TO
PROJECT AGREEMENT MSC NO. 05SC0297910
PK PIPELINE PROJECT BETWEEN WYOMING WATER DEVELOPMENT
COMMISSION
AND LITTLE SNAKE RIVER CONSERVATION DISTRICT**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Water Development Commission [Commission], whose address is: 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and the Little Snake River Conservation District, Carbon County, Wyoming, a duly organized conservation district existing under the laws of that state [Sponsor], whose address is: 285 North Penland Street, PO Box 355, Baggs, WY 82321.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Agreement between the Commission and the Sponsor. The purpose of this Amendment is to extend the term of the Agreement through December 31, 2022.

The original Agreement, dated April 12, 2019 authorized the design and construction of the PK Pipeline Project and all appurtenances necessary to make the project complete and function in the manner intended.

Amendment One, dated July 14, 2021, updated the submittal requirements for distribution of funds in keeping with statutory changes as related to the affidavit of publication documenting final settlement.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.** The third sentence of Section 4.D. of the original Agreement is hereby amended to read as follows:

“The Sponsor shall complete the PROJECT no later than **December 31, 2022** and shall have settled all claims and paid all project expenses by said date.”

5. **Amended Responsibilities of the Sponsor.**

Responsibilities of the Sponsor have not changed.

6. **Amended Responsibilities of the Commission.**

Responsibilities of the Commission have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Commission and the Sponsor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Sponsor of an originally signed counterpart of this Amendment by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

8. **General Provisions.**

- A. **Entirety of Agreement.** The Original Agreement, consisting of six (6) pages; Amendment One, consisting of three (3) pages; and this Amendment Two consisting of three (3) pages; represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

- 9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

WYOMING WATER DEVELOPMENT COMMISSION:

Clinton Glick, Chairman _____
Date

Ronald E. Kailey, Jr., Secretary _____
Date

LITTLE SNAKE RIVER CONSERVATION DISTRICT:

Jack Cobb, Chairman _____
Date

ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General _____
Date



THE STATE OF WYOMING

Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002



MEMORANDUM

DATE: November 9, 2021

TO: Wyoming Water Development Commission

FROM: Jodie Pavlica P.E., Small Water Project Program Manager

SUBJECT: Amendment Two to the Salisbury State Land Well Project Agreement

The Little Snake River Conservation District is requesting a one-year time extension for the Salisbury State Land Well Project. Notice to Proceed with construction has been issued. However the contractor is currently unable to complete the well because of supply issues. A one-year time extension on this project will give the landowner and district until December 31, 2022 to resolve the supply issues and complete the project.

Project Description:

This proposed project would include drilling a water well, installation of 1 trough, 1 storage tank, a solar platform, and pump. The well will supply water sources for wildlife and livestock.

**AMENDMENT TWO TO
PROJECT AGREEMENT MSC NO. 05SC0297911
SALISBURY STATE LAND WELL PROJECT BETWEEN WYOMING WATER
DEVELOPMENT COMMISSION
AND LITTLE SNAKE RIVER CONSERVATION DISTRICT**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Water Development Commission [Commission], whose address is: 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and the Little Snake River Conservation District, Carbon County, Wyoming, a duly organized conservation district existing under the laws of that state [Sponsor], whose address is: 285 N Penland Street, PO Box 355, Baggs, WY 82321.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Agreement between the Commission and the Sponsor. The purpose of this Amendment is to extend the term of the Agreement through December 31, 2022.

The original Agreement, dated April 12, 2019 authorized the design and construction of the Salisbury State Land Well Project and all appurtenances necessary to make the project complete and function in the manner intended.

Amendment One, dated July 14, 2021, updated the submittal requirements for distribution of funds in keeping with statutory changes as related to the affidavit of publication documenting final settlement.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.** The third sentence of Section 4.D. of the original Agreement is hereby amended to read as follows:

“The Sponsor shall complete the PROJECT no later than **December 31, 2022** and shall have settled all claims and paid all project expenses by said date.”

5. **Amended Responsibilities of the Sponsor.**

Responsibilities of the Sponsor have not changed.

6. **Amended Responsibilities of the Commission.**

Responsibilities of the Commission have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Commission and the Sponsor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Sponsor of an originally signed counterpart of this Amendment by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

8. **General Provisions.**

- A. **Entirety of Agreement.** The Original Agreement, consisting of six (6) pages; Amendment One, consisting of three (3) pages; and this Amendment Two consisting of three (3) pages; represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements whether written or oral.

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- 9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

WYOMING WATER DEVELOPMENT COMMISSION:

Clinton Glick, Chairman _____
Date

Ronald E. Kailey, Jr., Secretary _____
Date

LITTLE SNAKE RIVER CONSERVATION DISTRICT:

Jack Cobb, Chairman _____
Date

ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General _____
Date



THE STATE OF WYOMING
Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002



MEMORANDUM

DATE: November 9, 2021

TO: Wyoming Water Development Commission

FROM: Jodie Pavlica P.E., Small Water Project Program Manager

SUBJECT: Amendment Two to the Short Allotment Water Well Project Agreement

The Little Snake River Conservation District is requesting a one-year time extension for the Short Allotment Water Well Project. Notice to Proceed with Construction has been issued for the project. However, completion has been held up due to supply issues. A one-year time extension on this project will give the landowner and district until December 31, 2022 to resolve the supply issues and complete the project.

Project Description:

This proposed project will drill a water well, install 1210 feet of pipeline, and install a trough. The well will be connected to an available electrical supply.

**AMENDMENT TWO TO
PROJECT AGREEMENT MSC NO. 05SC0297913
SHORT ALLOTMENT WATER WELL PROJECT BETWEEN WYOMING WATER
DEVELOPMENT COMMISSION
AND LITTLE SNAKE RIVER CONSERVATION DISTRICT**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Water Development Commission [Commission], whose address is: 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and the Little Snake River Conservation District, Carbon County, Wyoming, a duly organized conservation district existing under the laws of that state [Sponsor], whose address is: 285 North Penland Street, PO Box 355, Baggs, WY 82321.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Agreement between the Commission and the Sponsor. The purpose of this Amendment is to extend the term of the Agreement through December 31, 2022.

The original Agreement, dated April 12, 2019 authorized the design and construction of the Short Allotment Water Well and all appurtenances necessary to make the project complete and function in the manner intended.

Amendment One, dated July 14, 2021, updated the submittal requirements for distribution of funds in keeping with statutory changes as related to the affidavit of publication documenting final settlement.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.** The third sentence of Section 4.D. of the original Agreement is hereby amended to read as follows:

“The Sponsor shall complete the PROJECT no later than **December 31, 2022** and shall have settled all claims and paid all project expenses by said date.”

5. **Amended Responsibilities of the Sponsor.**

Responsibilities of the Sponsor have not changed.

6. **Amended Responsibilities of the Commission.**

Responsibilities of the Commission have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Commission and the Sponsor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Sponsor of an originally signed counterpart of this Amendment by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

8. **General Provisions.**

- A. **Entirety of Agreement.** The Original Agreement, consisting of six (6) pages; Amendment One, consisting of three (3) pages; and this Amendment Two consisting of three (3) pages; represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

- 9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

WYOMING WATER DEVELOPMENT COMMISSION:

Clinton Glick, Chairman _____
Date

Ronald E. Kailey, Jr., Secretary _____
Date

LITTLE SNAKE RIVER CONSERVATION DISTRICT:

Jack Cobb, Chairman _____
Date

ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General _____
Date

**MEMORANDUM OF AGREEMENT BETWEEN
WYOMING WATER DEVELOPMENT COMMISSION
AND
SAVERY-LITTLE SNAKE RIVER WATER CONSERVANCY DISTRICT**

1. **Parties.** The parties to this Memorandum of Agreement (MOA) are the Wyoming Water Development Commission (Commission), whose address is: 6920 Yellowtail Road, Cheyenne, Wyoming 82002, and the Savery-Little Snake River Water Conservancy District (S-LSRWCD), whose address is: P.O. Box 192, Baggs, Wyoming 82321.

2. **Purpose.** The purpose of this MOA is to describe the terms and conditions of a joint agreement to fund the services of a Third-Party NEPA Contractor and complete a Watershed Project Plan – EIS that will address the issues and analyze a range of alternatives for the West Fork Reservoir Project and associated USFS Land Exchange (Project) to fully meet the requirements of:
 - Council on Environmental Quality (CEQ) (40 CFR Parts 1500-1508)
 - NRCS Watershed Planning/NEPA requirements/guidance (National Watershed Program Manual (NRCS NWPM-390-500-M, 4th Ed., Apr 2014, as amended January 2015; 7 CFR Part 650; NRCS General Manual Part 410; and the NRCS National Environment Compliance Handbook). In addition to meeting the requirements of NEPA, the Watershed Project Plan - EIS must also document compliance with the related environmental impact analysis requirements of the following statutes and executive orders, to include their implementation regulations and guidelines: Clean Water Act; Clean Air Act; Safe Drinking Water Act; Federal Water Pollution Control Act; Farmland Protection Policy Act; Endangered Species Act; Wild and Scenic Rivers Act; National Historic Preservation Act; Archeological and Historic Preservation Act; Executive Order 11988, Floodplain Management; Executive Order 11990, Protection of Wetlands; and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations.
 - USFS NEPA regulations/requirements/guidance (36 CFR 218, 36 CFR 220, FSM 1950, FSH 1909.15, and other applicable laws, regulations, and policies)
 - USFS Land Exchange NEPA regulations/requirements/guidance (FSM 5430, FSH 5409.13, and other applicable laws, regulations, and policies)
 - USACE regulations/requirements/guidance
 - Applicable laws, rules, regulations, court decisions, orders, and manuals

The Project was authorized by the Wyoming Legislature as part of the Wyoming Water Development Program, pursuant to the 2017 Wyo. Session Laws Ch. 65. As such, the Project shall be completed in accordance with all Water Development Program statutes, criteria, and regulations.

3. **Term of MOA.** This MOA shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOA and shall remain in full force and effect until December 31, 2024.
4. **Payment.** S-LSRWCD agrees to pay the Commission fifty percent (50%) of the total for consultant contract services completed for the Project. The Commission agrees to pay fifty percent (50%) of the total for consultant contract services completed for the Project. The total payment by both parties for consultant contract services completed for the Project shall not exceed two million, five hundred thousand dollars (\$2,500,000). All payments for services completed shall be made from the S-LSRWCD Natural Resources Conservation Service grant NR208E49XXXXC010 and from the Commission Dams and Reservoirs Account III – 2017 West Fork Reservoir, Phase III project budget.
5. **Responsibilities of Commission.**
 - A. **Project Management.** In implementing, conducting, and completing the Project, the Commission shall:
 - (i) Consult with and advise the S-LSRWCD regarding an itemized scope of services for a consultant contract.
 - (ii) Allow S-LSRWCD a role in the WWDC consultant services selection process, including review of proposals, ranking of proposals, interviews, and the final selection decision.
 - (iii) After consultation with, and advice from S-LSRWCD, enter into and execute the consultant services contract in accordance with Wyo. Stat. Ann. § 9-23-106, and thereafter administer the contract until cessation.
 - (iv) Provide day-to-day project management.
 - (v) Copy and submit to S-LSRWCD all pay invoices, documentation, and status reports for review and request of match payment for total services completed.
 - (vi) Remit all payments to the Contractor and receive reimbursement of match payment from S-LSRWCD.
 - (vii) Provide S-LSRWCD a schedule of all project meetings and provide proper notice and invitation to unscheduled meetings.
 - (viii) Provide to S-LSRWCD all applicable Contractor-generated work products.
 - (ix) Provide technical input throughout the project on all Contractor-generated work products.

- (x) Share applicable project communication and correspondence with S-LSRWCD.
- (xi) Review all pertinent interim, draft, and final submittals (studies, reports, summaries, technical memoranda, graphics, and other Watershed Project Plan documents related to the Project) and promptly render to the appropriate Federal agency the Commission's opinions pertaining thereto.

6. Responsibilities of S-LSRWCD.

A. Project Management. As a cooperating party in implementing, conducting, and completing the Project, S-LSRWCD shall:

- (i) Consult with and advise the Commission regarding an itemized scope of services for a consultant contract.
- (ii) Consult with and advise the Commission regarding Contractor selection for the Project.
- (iii) Share applicable Project communication and correspondence with the Commission.
- (iv) Provide technical input throughout the Project on all Contractor-generated work products.
- (v) Review all pertinent interim, draft, and final submittals (studies, reports, summaries, technical memoranda, graphics, and other Watershed Project Plan documents related to the Project) and promptly render to the appropriate Federal agency the S-LSRWCD's opinions pertaining thereto.

B. Remittance for Consultant Services Invoicing to Commission. Upon receipt from the Commission, in accordance with Section 5.A.(v) and (vi), matching fund payments by S-LSRWCD to the Commission shall be made monthly based on invoices originating from the Contractor. S-LSRWCD shall provide payment to the Commission within fifteen (15) days of receiving the invoice from the Commission, barring any necessary invoice adjustments or corrections.

7. Cooperation. Recognizing that they are partners in the Project, both parties agree to cooperate with the other party, provide timely communications, and information as requested. The Commission shall consult with, and advise the S-LSRWCD on decisions relating to the Project. S-LSRWCD shall consult with, and advise the Commission on decisions relating to the Project. In the event of disagreement, the Parties shall attempt to find a resolution and compromise. If a compromise cannot be attained and there exists an

inability to move the Project forward, the Commission shall retain final decision making authority.

8. General Provisions.

- A. Amendments.** Either party may request changes in this MOA. Any changes, modifications, revisions, or amendments to this MOA which are mutually agreed upon by the parties to this MOA shall be incorporated by written instrument, executed and signed by all parties to this MOA.
- B. Accounting.** Both parties shall keep records of funds and expenditures provided under this MOA in accordance with generally accepted accounting practices.
- C. Applicable Law.** The construction, interpretation, and enforcement of this MOA shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOA and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- D. Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, administrative, or S-LSRWCD action. Each payment obligation of the Commission is also conditioned upon remittance of matching fund payments received from the S-LSRWCD in which they have agreed to pay fifty percent (50%) of the total for consultant contract services completed for the Project. If funds are not allocated and available for the continuance of the services performed by either party, and/or if funds are not remitted by the S-LSRWCD to provide matching payments, the MOA may be terminated by either party at the end of the period for which the funds are available and/or have been remitted. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOA to acquire similar services from another party.
- E. Entirety of Agreement.** This MOA, consisting of seven (7) pages, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.
- F. Indemnification.** Each party to this MOA shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- G. Notice.** All notices arising out of, or from, the provisions of this MOA shall be in writing and given to the Parties either by regular mail or delivery in person.
- H. Prior Approval.** This MOA shall not be binding upon either party unless this MOA has been reduced to writing before performance begins as described under the terms of this MOA, and unless this MOA is approved as to form by the Attorney General or her representative.
- I. Severability.** Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- J. Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission and S-LSRWCD expressly reserve sovereign immunity by entering into this MOA. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- K. Termination.** This MOA may be terminated immediately for cause if either party fails to perform in accordance with the terms of this MOA.
- L. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOA shall operate only between the parties to this MOA and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA.
- M. Time is of the Essence.** Time is of the essence in all provisions of this MOA.
- N. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOA.
- O. Waiver.** The waiver of any breach of any term or condition in this MOA shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

- P. Counterparts.** This MOA may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOA.

9. **Signatures.** The parties to this MOA, through their duly authorized representatives, have executed this MOA on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

The effective date of this MOA is the date of the signature last affixed to this page.

WYOMING WATER DEVELOPMENT COMMISSION

Clinton Glick, Chairman

Date

Ronald E. Kailey, Jr., Secretary

Date

SAVERY-LITTLE SNAKE RIVER WATER CONSERVANCY DISTRICT

Bob Davis, Chairman

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General

Date

**WEST FORK RESERVOIR PROJECT
THIRD-PARTY NEPA CONTRACTOR SERVICES
CONSULTANT CONTRACT FOR SERVICES NO. _____**

1. **Parties.** The parties to this Contract are the Wyoming Water Development Commission (Commission), 6920 Yellowtail Road, Cheyenne, Wyoming 82002 and SWCA, Incorporated dba SWCA Environmental Consultants (Contractor), 1892 South Sheridan Avenue, Sheridan, WY 82801.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions under which the Commission will retain the services of the Contractor to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Commission, and administered by the Wyoming Water Development Office (Office) through its Director or his designee.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through December 31, 2024. All services shall be completed during this term.

This Contract may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Commission.

4. **Payment.**
 - A. **Reimbursement of Expenses.** The Commission agrees to pay the Contractor an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Attachment B, attached to and incorporated into this Contract by this reference, for the services described in Attachment A, attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one million, one hundred ninety thousand, eight hundred nineteen dollars and fifty-eight cents (\$1,190,819.58).
 - B. **Project Budget.** The project budget for each task included in Attachment A is as follows:

| <u>Task</u> | <u>Estimated Cost</u> |
|---|----------------------------|
| 1. Document Review and Data Analysis | \$ 207,360.09 |
| 2. Project Kickoff | \$ 31,009.51 |
| 3. Plan of Work, Quality Control Plan and Project Work Schedule | \$ 111,366.65 |
| 4. NEPA Scoping Meetings and Report | \$ 36,923.04 |
| 5. Draft NEPA Documents | \$ 319,303.90 |
| 6. Draft Watershed Project Plan - EIS Public Meeting | \$ 27,849.69 |
| 7. Public Comment Analysis | \$ 38,096.95 |
| 8. Final NEPA Documents | \$ 38,147.07 |
| 9. Preparation and Publication of the Record of Decision | \$ 9,531.64 |
| 10. Unanticipated Meetings | \$ 48,413.67 |
| 11. Administrative Record | \$ 51,008.72 |
| 12. Discretionary Task | \$ 250,000.00 |
| 13. Biological Assessment/Biological Evaluation | \$ 21,808.65 |
| 14. Draft CWA Section 404(b)(1) Permit | \$ 0.00 |
| TOTAL PROJECT COST | \$ 1,190,819.58 |

The amounts for each task are estimates only, but are not to be exceeded unless authorized in writing by the Commission. The Contract total amount is controlling. Payment shall be made directly to the Contractor. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the state or the Commission may require. Billing reports shall be submitted no more often than monthly for activities and costs accrued since the last billing report and shall be made on forms approved in advance by the Commission. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

- C. Billing Procedures.** The Contractor shall submit billing reports as the services are performed for the various tasks outlined in Attachment A. The Commission shall initiate the payment process within forty-five (45) days after submission of a verified statement of services pursuant to Wyo. Stat. § 16-6-602.
- D. Money Withheld.** No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of the Commission.
- E. Final Payment.** The final payment shall be made upon acceptance of the final deliverables and receipt of the final billing.

5. **Responsibilities of Contractor.**

- A. **Scope of Services.** The Contractor shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A, under the assumptions listed in Attachment C, which is incorporated by reference.
- B. **Personnel.** All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.
- C. **Subcontracts.**
- (i) **Approval Required for Subcontracts.** Any subcontractors and outside associates or consultants required by the Contractor in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Commission during the performance of this Contract. The Contractor shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Commission for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Commission. The Commission approval of subcontractors will not relieve the Contractor from any responsibilities outlined in this Contract. The Contractor shall be responsible for the actions of the subcontractors, associates, and subconsultants.
- (ii) **Billings for Subcontractors.** Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Contractor. Subcontract costs will be documented by attaching subcontractor billings to the Contractor's billing submittals. Subcontractors will utilize billing forms provided by the Commission, or alternate forms if approved in advance by the Commission.
- (iii) **Copies of Subcontracts.** The Contractor shall provide to the Commission copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Contractor and a subcontractor shall refer to and conform to the terms of this Contract.

However, nothing in this Contract shall be construed as making the Commission a party of any subcontract entered between the Contractor and a subcontractor.

- D. Requests from the Commission.** The Contractor shall be responsible and responsive to the Commission and the Office in their requests and requirements related to the scope of this Contract.
- E. Presentation of Data.** The Contractor shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the project, and shall present this information clearly and concisely, in a professional and workmanlike manner.
- F. Draft and Final NEPA Documents.** The Contractor shall prepare a comprehensive and defensible Watershed Project Plan - EIS for the Project that fully meets the requirements of:
- Council on Environmental Quality (CEQ) (40 CFR Parts 1500-1508)
 - NRCS Watershed Planning/NEPA requirements/guidance
 - USFS NEPA regulations/requirements/guidance (36 CFR 218, 36 CFR 220, FSM 1950, FSH 1909.15, and other applicable laws, regulations, and policies)
 - USFS Land Exchange NEPA regulations/requirements/guidance (FSM 5430, FSH 5409.13, and other applicable laws, regulations, and policies)
 - USACE regulations/requirements/guidance
 - Applicable laws, rules, regulations, court decisions, orders, and manuals

6. Responsibilities of the Commission.

- A. Designated Representative.** The Director of the Office shall act as the Commission's representative with respect to the Contractor's services to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret the Commission's policies and decisions with respect to services covered by this Contract.
- B. Data to be Furnished to the Contractor.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Contractor without charge and the Commission shall cooperate with the Contractor in every way possible in the carrying out of the project.
- C. Review Reports.** The Commission shall examine all draft and final NEPA documents presented by the Contractor to the Commission, per the NRCS's

approval, and shall promptly render in writing the Commission's comments and decisions pertaining thereto within the time periods specified in Attachment A.

- D. Provide Criteria.** The Commission, NRCS, and cooperating agencies shall provide all criteria and full information regarding its requirements for the project.

7. Special Provisions.

- A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- B. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Commission as the sponsoring agency and shall not be released without prior written approval from the Commission.
- C. Monitoring Activities.** The Commission shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe all Contractor personnel in every phase of performance of Contract related work.
- D. Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Commission may, at its discretion, terminate this Contract without liability to the Commission, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer

to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** The Contractor shall not assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the Commission. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.
- D. Audit and Access to Records.** The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Commission, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Commission.
- E. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, administrative, or Sponsor action. Each payment obligation of the Commission is also conditioned upon remittance of matching fund payments received from the Savery-Little Snake River Water Conservancy District in which they have agreed to pay fifty percent (50%) of the total for consultant contract services completed for the Project. If funds are not allocated and available for continued performance of the Contract, and/or if funds are not remitted by the Savery-Little Snake River Water Conservancy District to provide matching payments, the Contract may be terminated by the Commission at the end of the period for which the funds are available and/or have been remitted. The Commission shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.**
- (i)** The Commission may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Commission in all such cases.

- (ii) The Commission, at its sole discretion and through duly authorized contract amendments, may request the Contractor to complete additional phases beyond the scope of services included in this Contract.
- G. Certificate of Good Standing.** The Contractor shall provide to the Commission a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. The Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Commission for its release. If and when the Contractor receives a request for information subject to this Contract, the Contractor shall notify the Commission within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Commission.
- J. Conflicts of Interest**
 - (i) The Contractor shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. The Contractor shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Contractor shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit or affect the Contractor's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
 - (ii) A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the State of Wyoming, its agencies, boards,

commissions, or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

- K. Entirety of Contract.** This Contract, consisting of fourteen (14) pages; Attachment A, consisting of twenty-seven (27) pages; Attachment B, consisting of two (2) pages; and Attachment C, consisting of seven (7) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- L. Ethics.** The Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Commission, the Office, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract.

Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

P. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

Q. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, e-mail, or delivery in person at the addresses provided under this Contract. Notice provided by e-mail shall be delivered as follows:

Commission/Office: Jason Mead, jason.mead@wyo.gov

Contractor: Amanda Nicodemus, amanda.nicodemus@swca.com

R. Notice of Sale or Transfer. The Contractor shall provide the Commission with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Commission determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Commission may, at its discretion, terminate or renegotiate the Contract.

S. Ownership and Return of Documents and Information. The Commission is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Commission in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Commission's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Commission-owned data, regardless of

format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Commission confirming the destruction of any such residual Commission-owned data.

- T. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Commission for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- V. Insurance Requirements.**
- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii) The Contractor shall provide Certificates of Insurance to the Commission verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
 - (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Commission. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
 - (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Commission may, at the Commission’s option, obtain and maintain, at the expense of the Contractor, such insurance in the

name of the Contractor, or subcontractor, as the Commission may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.

- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Commission reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

W. Insurance Coverage. The Contractor shall not commence work under this Contract until it has obtained all the insurance required by the Commission and the State. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) **Commercial General Liability Insurance.** Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and
 - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) **Workers' Compensation and Employer's Liability Insurance.** Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Commission with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its

employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
 - (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
 - (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.
- (iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Commission with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- (v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Contractor's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:
- (a) \$1,000,000.00 each occurrence; and
 - (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

- X. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and the Office expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not

be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- Z. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- FF. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

- 9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

WYOMING WATER DEVELOPMENT COMMISSION:

Clinton Glick, Chairman

Date

Ronald E. Kailey, Jr., Secretary

Date

SWCA ENVIRONMENTAL CONSULTANTS:

Matt Zoss, Vice President
Employer ID #860483317

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope
Senior Assistant Attorney General

Date

ATTACHMENT A SCOPE OF SERVICES

A. AUTHORIZATION

The Wyoming Legislature has authorized the Commission to conduct the study described herein. The Contractor will complete the tasks and requirements outlined in Section D, Scope of Services, in this Attachment. The Commission, at its sole discretion and through duly authorized contract amendments, may request the Contractor to complete additional work phases beyond the following scope of services.

B. PROJECT DESCRIPTION

1. Location: The proposed West Fork Reservoir Project site is located approximately 20 miles ENE of Savery, Wyoming in the Sierra Madre Mountains within the Brush Creek-Hayden Ranger District of the Medicine Bow National Forest. The proposed dam is located in T13N, R87W, Section 1 (Approximately Latitude: 41°07'21.54"N Longitude: 107°07'14.93"W).
2. Purpose: To assist the Natural Resources Conservation Service (NRCS), the U.S. Forest Service (USFS), the U.S. Army Corps of Engineers (USACE), the Wyoming Water Development Commission (Commission), the Wyoming Water Development Office (Office), and the Savery-Little Snake River Water Conservancy District (Sponsor) in fulfilling the National Environmental Policy Act (NEPA) process, and preparing the appropriate NEPA documentation and an Environmental Impact Statement (EIS) that will address the issues and analyze a range of alternatives for the West Fork Reservoir Project and associated USFS Land Exchange. The EIS will be in the form of a Watershed Project Plan - EIS under the NRCS Title 390, National Watershed Program Manual (NWPM), Part 501-Development of Watershed Project Plans. Additionally, the NEPA documentation and EIS will also need to meet USFS requirements under the National Environmental Policy Act Regulations-85 FR 73620 and Forest Service Manual (FSM) 5400, as well as USACE requirements under the provisions of Section 404 of the Clean Water Act, with the objective of all agencies utilizing the process and documentation to complete their individual Records of Decision (RODs).
3. History: The Little Snake River watershed experiences annual irrigation water shortages. The Sponsor requested the Commission identify and evaluate potential reservoir storage sites to address irrigation water shortages in the Little Snake River Basin which includes lands in both Wyoming and Colorado.

A WWDC Level II feasibility study, completed in 2012, identified location and timing of irrigation shortages, determined purpose and need for storage within the Little Snake River Basin, and analyzed storage alternatives. In 2017 a WWDC Level II, Phase II

study developed conceptual designs/cost estimates and evaluated permitting requirements for the preferred West Fork Reservoir site. The proposed West Fork Reservoir consists of an on-channel, 264-foot-high roller-compacted concrete dam to store 10,000 acre-feet of water with a surface area of 130 acres. The reservoir site will occupy approximately 1,350 acres of land in Federal ownership currently administered by the USFS in addition to 186 acres of private land. The State of Wyoming and the USFS have initiated discussions to exchange state parcels for the federal parcels needed to access, construct, operate, and manage the Project. The 10,000 acre-foot reservoir pool will contain three storage accounts – 6,500 acre-feet of irrigation storage, 1,500 acre-feet of storage to maintain a minimum bypass flow in the West Fork of Battle Creek downstream from the dam, and a 2,000 acre-foot conservation pool to provide water quality and fishery benefits. The Reservoir can directly serve 19,000 acres of currently irrigated land, of which, approximately 14,000 acres are in Wyoming and 5,000 acres are in Colorado.

The Sponsor is pursuing authorization from the NRCS, under the Watershed and Flood Prevention Operations (WFPO) Program, the USACE, under the provisions of Section 404 of the Clean Water Act, and the USFS, under FSM 5400, Landownership, Chapter 5430 – Exchanges for the Project.

The Contractor will prepare a comprehensive and defensible Watershed Project Plan - EIS for the Project that fully meets the requirements of:

- Council on Environmental Quality (CEQ) (40 CFR Parts 1500-1508)
- NRCS Watershed Planning/NEPA requirements/guidance
- USFS NEPA regulations/requirements/guidance (36 CFR 218, 36 CFR 220, FSM 1950, FSH 1909.15, and other applicable laws, regulations, and policies)
- USFS Land Exchange NEPA regulations/requirements/guidance (FSM 5430, FSH 5409.13, and other applicable laws, regulations, and policies)
- USACE regulations/requirements/guidance
- Applicable laws, rules, regulations, court decisions, orders, and manuals

The Commission has undertaken numerous studies of alternative dam sites and appurtenant infrastructure needed to provide supplemental water supplies for irrigators in the Little Snake River Watershed. This includes the most recent studies discussed above, the EIS associated with High Savery Reservoir, and a watershed study of the Little Snake River Basin. The reports are available on the WWDC website (wwdc.state.wy.us):

- Burns & McDonnell, [Final Environmental Impact Statement, Little Snake Supplemental Irrigation Water Supply, Carbon County, Wyoming](#), Jan, 1999.
- Burns & McDonnell, [Final Environmental Impact Statement, Little Snake Supplemental Irrigation Water Supply, Carbon County, Wyoming, Appendices](#), Jan, 1999.

- States West Water Resources Corporation, [Little Snake River Supplemental Storage Level II Study, Final Report](#), Dec, 2012.
- States West Water Resources Corporation, [Little Snake River Supplemental Storage Level II Study, Appendices](#), Dec, 2012.
- Anderson Consulting Engineers, Inc., [Little Snake River/Vermillion Creek Watershed Study Level I, Final Report](#), Sep, 2013.
- Wenck Associates, Inc., [Little Snake Storage Level II Phase II, Final Report](#), Oct, 2017.

Another report has been completed, which is not on the Commission web page, (**NOTE: This is a confidential document not available to the general public for review**):

- Office of the Wyoming State Archaeologist, A Class I Cultural Resource Survey, Little Snake River Supplemental Storage Project, Level II Study, Sept, 2009.

Additional information may be found at the Water Resources Data System, located at the University of Wyoming.

C. **PROJECT REQUIREMENTS**

1. Monthly Progress Reports and Billing Statements

The Contractor shall submit a brief monthly progress report outlining the study status, progress, and results to date, regardless of whether or not a billing statement is submitted, on or before the last working day of the month.

Each billing statement must include a task-by-task report justifying the cost items contained in the billing statement. The monthly progress report may be used as the justification for the billing statement as long as all cost items covered in the billing statement are addressed in the progress report.

2. Computer Models, Geographic Information System (GIS), Statement of Assumptions, Project Work File

- a. If the Contractor writes or uses a computer program or spreadsheet as a part of this project, the Contractor shall submit to the NRCS, Commission, and Office for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the NRCS, cooperating agencies, Commission, and Office in written and digital forms with the final report. Digital media shall be labeled by the Contractor to provide sufficient detail to access the information on the media. User manuals shall be submitted by the Contractor to the NRCS, Commission, and Office providing complete documentation of computer programs developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the

program(s). The computer programs and spreadsheets (written and digital forms) are due on the same date as the administrative record.

- b. If the Contractor develops, collects, and/or uses GIS data as a part of this project, the Contractor shall do so in accordance with NRCS and USFS standards. If no standards are provided by either the NRCS or USFS, the Contractor shall follow the WWDC GIS Standards Technical Memorandum utilizing provided Geodatabase Templates. Links to GIS Standards Technical Memorandum are available at <https://water.geospatialhub.org/pages/wwdc-gis-standards>. A webinar on required GIS Standards, hosted by WWDC and WRDS, will be available and is strongly recommended.

If not provided GIS standards by the NRCS and/or the USFS, the Contractor shall adhere to the following GIS standards:

- (i) **FEATURE MAPPING.** The Contractor shall acquire the appropriate Geodatabase Template for feature mapping from <http://water.geospatialhub.org/search?groupIds=3e77928b1d0d49858b8916ca63ca5ca4> prior to any GIS work. Five Geodatabase Templates are available and are specific to project type. These templates define the organization and naming requirements for feature classes, tables, and the required attributes within the feature classes. Data needed for the project and described in this contract may include core data or auxiliary data. Core data includes features which fit within one of the feature classes in the Geodatabase Template, whether newly created or acquired from another source. All core data shall be loaded into the Geodatabase Template and attributed according to the GIS data schema described in the GIS Standards Technical Memorandum. This shall include field attributes that indicate contract number, primary consultant, date modified, and accuracy. Auxiliary data sets, include features which do not fit within one of the feature classes in the Geodatabase Templates, whether newly created or acquired from another source. The auxiliary data can be linked to the templates or managed separately as needed for project completion.
- (ii) **FORMATS and STANDARDS.** Metadata are required for the geodatabase file, each included feature class (including those obtained from another source) and for each newly created feature. Metadata shall be completed in accordance with the GIS Standards Technical Memorandum. A detailed

example for feature class metadata is provided in the GIS Standards Technical Memorandum and included in the Geodatabase Templates. This includes required information and default language, where appropriate, for each of the five metadata sections. Feature-level metadata requirements are also described in the Memorandum. Codes or values used in attribute fields, which are not included as part of the core data templates, shall be defined in the metadata. GIS data shall be saved in a Decimal Degree Coordinate system with a NAD83 datum, specifically “GCS_North_American_1983,” as indicated in the GIS Standards Technical Memorandum. In addition to the Project geodatabase(s) and map file(s), GIS deliverables may also include linked nonspatial data/databases (.acbdb, .xlsx), rasters (various formats), photographs (.jpg), maps (.pdf), and file integrated metadata references (.xml, .txt). Core data shall be delivered within the Geodatabase Template. Auxiliary data can be provided as .shp files and metadata are required.

- (iii) MAPS. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps found in the final project report. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources.
- c. To facilitate the NRCS’s, Commission’s, and Office’s accurate evaluation of the Contractor's work product, computations, conclusions and recommendations, the Contractor shall:
- (i) Include in all technical reports, a section describing the assumptions and methodology used by the Contractor in generating the data and conclusions contained in that technical report supporting the conclusions in the Watershed Project Plan - EIS .
 - (ii) Compile and maintain an administrative record containing the materials used in project analysis. This file will be available for review by the NRCS, USFS, Commission, and Office and should be organized in such a way as to allow replication of the steps and procedures used by the Contractor to reach the conclusions described in the analysis.

- 3. Cost Estimates
 - a. If applicable and appropriate, the Contractor shall use the following guidelines in calculating cost estimates.

WWDC ELIGIBLE PROJECT COSTS

CONSTRUCTION COSTS

| | | |
|--|----|----------|
| Itemized Cost of Each Project Component | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |
| Cost of Project Components TOTAL (subtotal #1) | | \$ _____ |
| Construction Engineering Cost (subtotal #1 x 10%) | \$ | |
| Components + Construction Engineering Costs (subtotal #2) | \$ | |
| Contingency (subtotal #2 x 15%) | \$ | |
| Construction Cost Total (subtotal #2 + Contingency) (subtotal #3) | \$ | |

PRE-CONSTRUCTION COSTS

| | | |
|---|----|--|
| Preparation of Final Designs & Specifications (subtotal #1 x 10%) | \$ | |
| Permitting and Mitigation | \$ | |
| Legal Fees (Title of Opinion Only) | \$ | |
| Acquisition of Access and Rights of Way | \$ | |
| Pre-construction Costs Total (subtotal #4) | \$ | |

TOTAL WWDC Eligible PROJECT COST

| | | |
|---|----|--|
| Total WWDC Eligible Project Cost (subtotal #3 + subtotal #4) (subtotal #5) | \$ | |
|---|----|--|

WWDC INELIGIBLE PROJECT COSTS

| | | |
|---|----|--|
| Itemized Costs of Ineligible Project Components | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |

| | |
|---|----------|
| Additional Cost for Construction Engineering | \$ _____ |
| Additional Cost for Preparation of Final Designs & Specifications | \$ _____ |
| Total WWDC Ineligible Project Costs Total (subtotal #6) | \$ _____ |

TOTAL PROJECT COST

Total Project Cost (subtotal #5 + subtotal #6) \$ _____

MATERIALS ONLY TOTAL

Materials Only Total Project Cost ((Subtotal #1 + (Subtotal #1 x 10%))
\$ _____

Note: Any inflation costs, as determined by the Contractor and the Office project manager, will be applied to the Total Project Cost.

- b. The Contractor shall use the following guidelines in providing a Benefit and Cost Analysis for the Watershed Project Plan - EIS in accordance with the PR&G.
 - (i) Water resource plans will include allocations of installation costs to the various project purposes and will show the basis of such allocations and whether benefits exceed costs (PL 83-566 Section 3(3)). These benefits should include both monetized and non-monetized benefits.
 - (ii) The federal objective of the PR&G (March 2013) specifies that Federal water resources investments shall reflect national priorities, encourage economic development, and protect the environment by:
 - (A) seeking to maximize sustainable economic development;
 - (B) seeking to avoid the unwise use of floodplains and flood-prone areas and minimizing adverse impacts and vulnerabilities in any case in which a floodplain or flood-prone area must be used; and
 - (C) protecting and restoring the functions of natural systems and mitigating any unavoidable damage to natural systems.

- (iii) Public benefits encompass environmental, economic, and social goals, include monetary and non-monetary effects and allow for the consideration of both quantified and unquantified measures. (PR&G, Chapter 1, Section 2). Monetary economic benefits are to be national in scope (DM 9500-013 6(b)(3)(a)(2)).
- (iv) PR&G and USDA agency specific procedures (ASP) establish a complete framework for analyzing water resource development activities, and collectively, they are referred to as the PR&G. DR 9500-013 and DM 9500-013 constitute the USDA ASP as required by the Guidelines. For water resource projects, evaluate the project by the USDA agency specific procedures to comply with the PR&G. Provide sufficient considerations to the economic, environmental and social benefits for the project investment. (PR&G, Chapter 1, Section 2).
- (v) Project must contain benefits directly related to agriculture, including rural communities. Agriculture and rural communities must account for at least 20 percent of the total benefits of the project (PL 83-566 Section 2 “Definitions”).

4. Draft and Final NEPA Documents

The Contractor shall follow the format in the NRCS Title 390, National Watershed Program Manual (NWPM), as approved by the NRCS, USFS, USACE, Commission, and Office for the Draft and Final Watershed Project Plan - EIS, Technical Reports and Appendices, and provide copies as outlined in D. Scope of Services.

5. Final NEPA Documents - Digital Format

In addition to the paper submittal described in Section C.4 above, the Contractor shall also provide the final documents and related materials in a digital format. This digital report shall be contained on CD/DVD(s), USB drive(s), or other media as approved by the Office project manager, and shall be in Searchable Image Adobe Acrobat format.

6. Project Access

The Contractor shall be responsible for obtaining access as required for project tasks.

7. Stand-By Time

The Commission will not reimburse the Contractor for stand-by time charges for the Contractor's supervisory personnel.

D. SCOPE OF SERVICES

The Contractor must assist the NRCS, USFS, USACE, cooperating agencies, Commission, Sponsor, and Office in the preparation of a Watershed Project Plan - EIS that will address the issues and analyze a range of alternatives for the West Fork Reservoir Project and associated USFS Land Exchange (Project). The Contractor services, to be financed by the Commission (and partially reimbursed by the Sponsor through the NRCS), shall be administered by the Wyoming Water Development Office (Office). This effort will include anticipated work tasks required to prepare a comprehensive and defensible Watershed Project Plan - EIS for the Project that fully meets the requirements of:

- Council on Environmental Quality (CEQ) (40 CFR Parts 1500-1508)
- NRCS Watershed Planning/NEPA requirements/guidance (National Watershed Program Manual (NRCS NWPM-390-500-M, 4th Ed., Apr 2014, as amended January 2015; 7 CFR Part 650; NRCS General Manual Part 410; and the NRCS National Environment Compliance Handbook). In addition to meeting the requirements of NEPA, the Watershed Project Plan - EIS must also document compliance with the related environmental impact analysis requirements of the following statutes and executive orders, to include their implementation regulations and guidelines: Clean Water Act; Clean Air Act; Safe Drinking Water Act; Federal Water Pollution Control Act; Farmland Protection Policy Act; Endangered Species Act; Wild and Scenic Rivers Act; National Historic Preservation Act; Archeological and Historic Preservation Act; Executive Order 11988, Floodplain Management; Executive Order 11990, Protection of Wetlands; and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations.
- USFS NEPA regulations/requirements/guidance (36 CFR 218, 36 CFR 220, FSM 1950, FSH 1909.15, and other applicable laws, regulations, and policies)
- USFS Land Exchange NEPA regulations/requirements/guidance (FSM 5430, FSH 5409.13, and other applicable laws, regulations, and policies)
- USACE regulations/requirements/guidance
- Applicable laws, rules, regulations, court decisions, orders, and manuals

NRCS, COOPERATING AGENCIES, OFFICE and SPONSOR PROVIDED DOCUMENTATION AND SERVICES

- A. The NRCS, in coordination with cooperating agencies, is responsible for maintaining the official long term Administrative Record for the Project, which will be maintained, compiled, organized, and indexed by the Contractor during the Project.
- B. References: References, guidelines, manuals, handbooks, examples, publication standards, printing standards, and mapping standards will be provided by the NRCS, cooperating agencies, Office, and Sponsor for all primary documents as well as for any reports and studies required for the Watershed Project Plan - EIS supporting documentation.
- C. Remote Sensing and Geographic Information Systems: The NRCS Project GIS Specialist will furnish all existing geospatial data applicable to this project. Further data collection identified during the Watershed Project Plan - EIS process will be reviewed and approved by the NRCS Project GIS Specialist prior to incorporation into deliverables.
- D. Other Data: The NRCS, cooperating agencies, Office, and Sponsor will supply other existing and available non-spatial graphic or tabular resource data, regardless of the form as appropriate.
- E. Mailing: The NRCS in consultation with the Office, Sponsor, and cooperating agencies will develop the preliminary mailing list for the Project which will be turned over to the Contractor for update and maintenance.
- F. Data Collection: Data collection and revisions by NRCS, cooperating agencies, Office, and Sponsor for use and incorporation into this Watershed Project Plan - EIS may occur throughout the process.
- G. Other Tasks performed by NRCS and other cooperating agencies as necessary:
- Section 7 Consultation (but Biological Assessment (BA) will be done by the Contractor, if appropriate).
 - Presentations/Consultations with State of Wyoming, NRCS-Wyoming State Office, and NRCS Washington Office.
 - NHPA Section 106 Consultation and Tribal Consultation.
 - Approval of the Final Watershed Project Plan - EIS and filing with the Environmental Protection Agency (EPA).
 - Finalization and approval of the Record of Decisions (RODs) and providing for the appropriate appeals or protest period.

RESPONSIBILITIES OF THE CONTRACTOR IN THE PERFORMANCE OF PROJECT TASKS

- A. The Contractor will furnish all personnel, equipment, supervision, transportation, supplies, postage, and incidentals, except those indicated as government-furnished, to perform all work necessary for completion of the Watershed Project Plan - EIS in accordance with the Contract and any delivery/task orders issued. The Watershed Project Plan - EIS must be legally defensible and meet the requirements of applicable laws, regulations, court decisions, and manuals. The Quality Standards beneath each task have been included to provide additional information regarding timing, products, and to help define the desired results NRCS needs for this contract.
- B. The Contractor will provide deliverables by their due dates.
- C. The Contractor will, with NRCS, known cooperating agencies, Office, and Sponsor involvement, initiate collaboration with various other cooperating agencies. Potential cooperators will be determined by the NRCS. Contractor collaboration with the NRCS, Office, Sponsor, cooperating agencies, other collaborators, and public will occur throughout the entire process.
- D. The Contractor will provide the NRCS, Office, and Sponsor with their list of Project interdisciplinary team (ID) members within ten (10) business days after award of contract. Changes to the Contractor's ID team members will be reported within five (5) business days to the NRCS, Office, and Sponsor and will require approval.
- E. The Contractor, in coordination with the NRCS, Office, cooperating agencies, and the Sponsor will prepare the Plan of Work for the Watershed Project Plan – EIS, as detailed in Task 3 below. The Plan of Work is the final authority and ultimate reference for project management and quality processes and procedures. It will guide and assist in the management of the planning process and environmental analysis.
- F. Building upon the Plan of Work, the Contractor will develop a complete Quality Control Plan for the Project, as detailed in Task 3 below. The Contractor must develop and update the Plan of Work and Quality Control Plan throughout the duration of the Project. The Quality Control Plan should include topics such as identification of quality standards, monitoring of Project results and progress, identification of ways to eliminate causes of unsatisfactory performance, and a communications plan. As part of the Quality Control Plan, the Contractor will provide a bi-weekly progress and status report to the NRCS, pertinent cooperating agencies, Office, and Sponsor.

- G. The Contractor will maintain, compile, organize, and index the Administrative Record for the Project. The Contractor must implement and maintain the Administrative Record throughout the duration of the Project. The Contractor will provide the complete Administrative Record to the NRCS upon completion of the ROD or at any time requested prior to completion of the ROD. The Contractor will utilize an indexed and searchable electronic cataloging database.
- H. The Watershed Project Plan - EIS will be written and maintained using a system approved by the NRCS and other cooperating agencies.
- I. The Contractor will use the most current NRCS and other cooperating agency regulations, manuals, handbooks, policies, etc.
- J. Microsoft Word will be the word processing format for all submitted text documents.
- K. All deliverables and other project information provided to the public shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. § 798).
- L. The Contractor will draft and execute a disclosure statement specifying that they have no financial or other interest in the outcome of the Watershed Project Plan - EIS as required by 40 CFR Section 1506.5(c).
- M. No work will be initiated, or funds spent for individual tasks without written authorization from the Office.

THE CONTRACTOR WILL PERFORM THE FOLLOWING TASKS:

Task 1. Document Review and Data Analysis

The Contractor shall review and utilize pertinent documents prepared by the Commission, NRCS, Sponsor, and other Federal and State resource agencies in the preparation of the Watershed Project Plan - EIS. There has been a significant amount of environmental and technical work completed on water storage in the Little Snake River Watershed, and it is the Contractor's responsibility to be proficient with this and any other applicable material to ensure that no duplication of effort occurs. Document review should be completed prior to any meetings being held. The Contractor shall assist the Office and Sponsor in providing to the NRCS, any of the existing information needed for the Watershed Project Plan - EIS.

The Contractor shall have a Data Analysis meeting with the NRCS, cooperating agencies, Office, and Sponsor to discuss available data and data needs for the Watershed Project Plan - EIS. The Contractor shall develop a data gaps report following this Data Analysis meeting. The NRCS, cooperating agencies, Office, Sponsor, and Contractor will also develop a strategy for collecting, attributing, updating, analyzing, and maintaining the GIS database throughout the Watershed Project Plan - EIS process. To ensure compatibility and repeatability of the analyses, the Contractor and NRCS GIS Specialist will negotiate which GIS tools, such as extensions, AMLs, scripts, etc., should be used. The Contractor may be required to collect raw field data as part of this contract. Any new, raw data will be provided to the NRCS and Office for review; the Contractor will be responsible for compiling this data to provide meaningful plan information.

As part of the Document Review and Data Analysis process, the Contractor shall solicit input from the NRCS, cooperating agencies, Office, and Sponsor on preparing a Plan of Work (POW) for the Watershed Project Plan - EIS. An iterative approach to the development of the POW shall be taken by the Contractor, as further indicated in Task 2 and 3.

Quality Standard: Data management will comply with all NRCS requirements.

Deliverables: Agenda and meeting record shall be provided to all attendees (e-mail). Contractor is to provide a data gaps report of the data needs to the NRCS and Office by tabular, text, or graphic material, in paper and electronic form. The data gaps report shall identify additional analyses not completed in previous studies that are necessary for successful completion of the Watershed Project Plan - EIS. The report will provide detailed scopes of work, schedules, and estimated costs for the Contractor to complete the data collection and analyses to "fill the gaps", should the Office choose to utilize the Contractor for these services. The report data may also be used by the Office to hire consultants outside this contract to perform the services.

Due Date: Data Analysis meeting to be conducted on the same day, or at the same time, as the Project Kickoff meeting (within 45 days after receipt of contract authorization to proceed). Data gaps report within fifteen (15) business days of the Data Analysis and Project Kickoff meetings.

Task 2. Project Kickoff

The Contractor shall arrange and conduct a Project Kickoff meeting with the NRCS, Office, Sponsor and cooperating agencies. The meeting shall serve to introduce Project participants, outline the proposed Project, discuss the Plan of Work, summarize the Contractor's document review, and collect information necessary to complete Task 3 Plan of Work, Quality Control Plan and Project Work Schedule. The Contractor will facilitate the meeting and provide meeting minutes. Minutes will be provided within five (5) business days after the meeting and shall summarize topics of discussion, decisions, and action items.

In conjunction with the meeting, the Contractor shall arrange a site visit to the proposed Project (if accessible) with the NRCS, Office, Sponsor, and cooperating agencies, to gain familiarity with the area, environmental conditions, and proposed actions. Any pertinent information gathered from the site visit shall be reflected in the meeting minutes. Due to inclement weather, the site visit may need to be postponed until conditions allow.

Coordination shall take place on an as needed basis with the NRCS, Office, Sponsor, cooperating agencies, and any other Federal, State, regional and local agencies, and other groups as determined appropriate by the NRCS, Office, and Sponsor, to accomplish the task.

Quality Standard: Project Kickoff meeting will accomplish all the desired outcomes in the task and on agreed-to agenda. Meeting record will be complete, list all questions and answers, and be distributed to attendees within five (5) business days after the meeting, in electronic form via email.

Deliverables: (1) Agenda and meeting record to all attendees (e-mail).

Due Date: Project Kickoff meeting to be conducted within 45 days after receipt of contract authorization to proceed.

Task 3. Plan of Work, Quality Control Plan and Project Work Schedule

The Contractor, in coordination with the NRCS, Office, cooperating agencies, and the Sponsor will prepare the Plan of Work (POW) for the Watershed Project Plan – EIS. The POW, once finalized and approved by the NRCS, will summarize the studies done to date

and describe the remaining work needed. It will also show the interdisciplinary technical procedures to be used in the plan development study and the timeframe for accomplishing each task.

1. It will include a preliminary indication of scope and affected resources, planning detail, and a public participation plan for completing the Watershed Project Plan - EIS.
2. The POW will represent the scope and detail of the study and the study time needed. It will also contain an estimate of the minimum amount and kind of supporting data needed.
3. All the input of NRCS, other Federal and State agencies, and the Sponsor will be included in the POW.
4. Technical procedures to be used will be spelled out. These must indicate compliance with National Environmental Policy Act (NEPA), PR&G, and other applicable laws, Executive orders, and policies. Selection of technical procedures must be based on existing rules, regulations, and guidelines and on the nature of the watershed problems, project objectives, and the anticipated complexity of potential solutions and their effects as established by the scoping process.

The final POW should be coordinated with and distributed to the NRCS, Office, Sponsor, and other pertinent cooperating agencies. The POW may need to be revised upon occasion.

The Contractor shall develop a complete Quality Control Plan (QCP). The QCP shall build upon the Plan of Work and should include topics such as identification of quality standards, implementation of procedures and scope, responsibilities, schedules, and milestones, monitoring of Project results and progress, identification of ways to eliminate causes of unsatisfactory performance, contact lists, and communications. The final QCP should be coordinated with and distributed to the NRCS, Office, Sponsor, and other pertinent cooperating agencies.

In conjunction with the Quality Control Plan, the Contractor shall develop and manage a detailed Project Work Schedule (PWS), including specific tasks, the date of completion and responsible party. The schedule shall be tracked and progress reported in the monthly progress report.

Within the first week of each month, the Contractor will provide written Monthly Progress Reports (MPR) for the previous month, to the NRCS, Office, Sponsor, and other pertinent cooperating agencies. Each MPR will include a summary of events that occurred during the reporting period, discussion of performance, identification of problems, proposed solutions, corrective actions taken, outstanding issues, and work anticipated during the next reporting period.

The Contractor shall communicate at least bi-weekly with the NRCS, pertinent cooperating agencies, Office, and Sponsor via telephone or email, regarding coordination, progress, status, Project activities, milestones, interdisciplinary team (IDT) meetings, agendas, reviews, and significant developments.

On general matters, coordination shall take place on an as needed basis with the NRCS, Office, Sponsor, cooperating agencies, and any other Federal, State, regional and local agencies and other groups as determined appropriate by NRCS and Office, to accomplish the task.

Quality Standard: The POW shall follow National Watershed Program Manual and National Watershed Program Handbook guidance. The final POW shall be approved by the NRCS, pertinent cooperating agencies, Office, and Sponsor and may need to be revised periodically.

The QCP shall include quality standards, documentation of procedures and scope, responsibilities, schedules, and milestones, monitoring of Project results and progress, identification of ways to eliminate causes of unsatisfactory performance, contact lists, and communications in the preparation of the Watershed Project Plan - EIS. The final QCP shall be approved by the NRCS, pertinent cooperating agencies, Office, and Sponsor and may need to be revised periodically.

The PWS shall be a dynamic document that includes known specific tasks, the date of completion, and responsible party. The NRCS, Office, Sponsor, and other pertinent cooperating agencies shall have access to the PWS.

The MPR will include a summary of events that occurred during the reporting period, discussion of performance, identification of problems, proposed solutions, corrective actions taken, outstanding issues, and work anticipated during the next reporting period. The MPR should be submitted to the appropriate parties electronically via email, as well as in hard copy form with the monthly invoice.

All communication/coordination shall be documented as required by the NRCS.

Deliverables: (1) POW; (2) QCP; (3) PWS; (4) MPRs; (5) Communication/Coordination

Due Date: (1) POW – within fifteen (15) business days of the Project Kickoff meeting; (2) QCP – within fifteen (15) business days of the Project Kickoff meeting; (3) PWS - within fifteen (15) business days of the Project Kickoff meeting; (4) MPR - first week of each month; (5) Communication/Coordination – bi-weekly or as needed.

Task 4. NEPA Scoping Meetings and Report

Per the requirements of the NRCS, the Contractor will perform an internal agency scoping meeting, involving the NRCS, Office, Sponsor, and cooperating agencies; and a formal public scoping meeting in Baggs, Wyoming and other locations as needed. (Depending on where exchange parcels are located, additional public meetings could be needed in other places.) The Contractor will organize, design, arrange logistics, facilitate, record, and provide meeting records for both scoping meetings per NRCS standards. Regarding the formal public scoping meeting, the Contractor will be required to post meeting notices and relevant information on the website system approved by the NRCS and other cooperating agencies, and in the news media. The Contractor will be responsible for developing a post meeting scoping report for the formal public scoping meeting. All scoping, public meetings, and formal scoping reports will be conducted by the Contractor under the direction of the NRCS.

The formal public comment period will begin as directed by the NRCS project manager. The Contractor, with assistance from the NRCS, will draft the Notice of Intent and be responsible for advertisement. The NRCS, with assistance from the Contractor, will be responsible for posting of the NOI in the Federal Register. Plan for a minimum of 120 calendar days for the draft NOI to be approved and published.

Quality Standard: The Contractor shall receive, log, and analyze comments received from the public during the scoping meeting and comment period, prepare a scoping report summarizing the comments for NRCS, and, collaborating with NRCS and cooperating agencies, prepare necessary responses to comments for mailing. A matrix should be compiled to show the intent on how to address each substantive comment. The scoping report shall eventually indicate how the comments (both internal and public scoping) were incorporated into the issues analyzed, the alternatives, and the analysis of effects in the EIS, as applicable.

The results of the public participation activities will be documented, analyzed, and summarized in the scoping report by the Contractor per NRCS standards.

Deliverables: (1) All notes, transcripts, agendas, mailing list(s) updates, etc. associated with scoping meetings, meeting Administrative Record requirements; (2) One bound copy and one electronic (CD) copy of the scoping report developed from community input; (3) Final scoping report uploaded and available on the website system approved by the NRCS and other cooperating agencies, once approved by the NRCS.

Due Date: (1) Within ten (10) business days of meetings, (2) Within fifteen (15) business days after the comment period ends, (3) When approved by the NRCS.

Task 5. Draft NEPA Documents (Watershed Project Plan - EIS, Maps, Supporting Technical Documents/Reports, and Appendices)

- A. The Contractor will work with the NRCS, Office, Sponsor, and pertinent cooperating agencies to develop and analyze a range of alternatives, and comment on the preferred alternative through a Cooperating Agency workshop. The Contractor will work closely with the NRCS, Office, Sponsor, and cooperating agencies; to organize, design, arrange logistics for, facilitate, record, and provide meeting records for the workshop. Consolidated comments, preference choice, and rationale will be noted and collected in a matrix/table format which will be forwarded to the NRCS project manager for management review and final decision on the Preferred Alternative.
- B. The Contractor will work with the NRCS to prepare the Preliminary Draft Watershed Project Plan - EIS. The Contractor will be responsible for creating maps, writing, and rewriting necessary documents, technical reports, all sections/chapters of the Watershed Project Plan - EIS, appendices, Notice of Availability, Dear Reader letter, and other deliverable items in accordance with the overall milestone schedule agreed upon in the Plan of Work, Quality Control Plan, and Project Work Schedule. The Contractor will provide the necessary number of copies of all maps, necessary draft documents, technical reports, all sections/chapters of the Watershed Project Plan - EIS, appendices, and compiled draft Watershed Project Plan - EIS to NRCS, in the format required by NRCS. At a minimum this shall include bound hard copies and digital copies in a Searchable Image Adobe Acrobat (pdf) format. The digital documents will be completely assembled into one standalone Acrobat file and will be the same version as the hard copy. The NRCS will be responsible for distributing copies of the Watershed Project Plan - EIS for cooperating agency review.
- C. The Contractor shall receive, log, and analyze comments from the NRCS, Office, Sponsor, and other pertinent cooperating agencies, discuss recommendations with NRCS in order to reach agreement on changes to be made to the text and maps, and make changes ready for incorporation into the final version of the Draft Watershed Project Plan - EIS to be distributed to the public.
- D. The Contractor shall produce and distribute to the public for a 45-day review and comment period the final version of the Draft Watershed Project Plan - EIS, complete with all finished maps and graphics, with a NRCS-approved Dear Reader letter serving as an introduction.

Quality Standard:

- A. Prepared materials will be consistent with Watershed Project Plan - EIS requirements, acceptable to the NRCS and other cooperating agencies, and will include data gathered. During development of the impact analysis, Contractor will

work closely with NRCS staff, the Office, the Sponsor, cooperating agencies and will provide regular updates on status and progress to date.

- B. The Preliminary Draft Watershed Project Plan - EIS will incorporate PR&G guidelines, contain analyses of issues, alternatives, and potential environmental impacts and benefits from implementing each alternative, including social and economic factors and cumulative impacts, so that cooperating agency reviewers are adequately prepared for the review and comment period. The Preliminary Draft Watershed Project Plan - EIS will be adequate such that NRCS, Office, and Sponsor do not find any misstatements and/or lack of information in addressing each environmental impact in the document. Maps will be incorporated as needed, but the NRCS project manager can waive inclusion of any map, graphic, or unavailable information, and document will note that omitted information is being worked on and will be included in final version of the Draft Watershed Project Plan - EIS to be distributed to the public.
- C. Internal review comments received will be analyzed, discussed with the NRCS, cooperating agencies, Office, Sponsor, and NRCS Interdisciplinary Team, and appropriate changes discussed and agreed to for incorporation in the final version of the Draft Watershed Project Plan - EIS. All changes to be incorporated into the final version of the Draft Watershed Project Plan - EIS will be documented for the Administrative Record.
- D. The electronic and paper products will be 100% accurate without any typos or misstatements. The web-based version will be fully viewable and installed on the website system approved by the NRCS and other cooperating agencies, easily downloadable, and meet NRCS and Government Printing Office (GPO) requirements. The web-based version will allow downloading and viewing of each separate chapter and section of the text of the final version of the Draft Watershed Project Plan - EIS, and each map contained within the document.

Deliverables:

- A. As a result of the Cooperating Agency Workshop, the Contractor will work with the NRCS to (1) develop a table/matrix style document which summarizes each alternative and NRCS and cooperating agency comments; (2) supply all notes, meeting agendas, transcripts, etc. from meeting for inclusion into the Administrative Record and (3) an Alternatives Summary Table, for the Preliminary Draft Watershed Project Plan - EIS.
- B. A PDF version of the Preliminary Draft Watershed Project Plan - EIS, including maps, to be sent to NRCS, the Office, the Sponsor, and cooperating agencies for review and comment.

- C. A document with written analysis and table/matrix of consolidated review comments (displaying comment, origin, and recommendations to NRCS on changes to be made and incorporated into the final version of the Draft Watershed Project Plan - EIS).
- D. Fifteen (15) bound copies and digital copies in a Searchable Image Adobe Acrobat (pdf) format of the final version of the Draft Watershed Project Plan - EIS according to task description and NRCS standards.
 - a. In bound paper with attached CD-ROM in PDF format.
 - b. Also, in an appropriate format for internet website viewing and downloading, with introductory information on how to view and download the document.
 - c. Refer to the National Watershed Program Manual and National Watershed Program Handbook for formatting guidance and examples.

Due Date:

- A. (1) The table/matrix will be given to the NRCS and cooperating agencies for accuracy review within five (5) business days after completion of the Cooperating Agency Workshop; (2) all notes, meeting agendas, transcripts, etc. from meeting for inclusion into the Administrative Record within ten (10) business days after the completion of the workshop. Contractor will have ten (10) business days to incorporate cooperating agency and NRCS comments on the materials, once received; (3) after selection of the Preferred Alternative by the NRCS, the Contractor will have fifteen (15) business days to submit a draft version of the Alternatives Summary Table for the Preliminary Draft Watershed Project Plan - EIS.
- B. The Contractor will have 90 days to complete the Preliminary Draft Watershed Project Plan - EIS, once given notice to proceed from the NRCS.
- C. (1) The NRCS and cooperating agencies will have a 45-day review and comment period on the Preliminary Draft Watershed Project Plan - EIS; (2) Contractor will have twenty (20) business days to create a document with written analysis and a table/matrix of consolidated review comments (displaying comment, origin, and recommendations to NRCS on changes to be made and incorporated into the final version of the Draft Watershed Project Plan - EIS).
- D. The Contractor will have thirty (30) business days to incorporate comments/corrections/additions/changes into the document and to prepare copies of the final version of Draft Watershed Project Plan - EIS according to task description.

Task 6. Draft Watershed Project Plan - EIS Public Meeting

With NRCS, Office, and Sponsor input, review, and approval, the Contractor will design, arrange, and conduct one public meeting to introduce and explain the Draft Watershed Project Plan - EIS, and to explain the process and schedule remaining. (Depending on where exchange parcels are located, additional public meetings could be needed in other places.) For the meeting, the Contractor will supply all equipment and handouts, advertise the meeting, facilitate, record minutes, use sign-up sheet for updating mailing lists, and provide summary of comments received at the meeting. At the meeting, the Contractor and NRCS project manager will clearly explain the format of the Draft Watershed Project Plan - EIS, the summary table of alternatives and impacts, the commenting process, and the upcoming schedule, and, with NRCS's assistance, answer questions. The Contractor will attend the meeting with the NRCS. The summary of comments will be included in the Administrative Record.

Quality Standard: The meeting will be prepared for and advertised to meet NRCS, cooperating agencies, and Office standards. The news releases, advertisements, and website information will be timely, accurate and complete. The Contractor will adhere to the agenda, but remain flexible to meet needs of attendees and vigorously interact with attendees at all meetings to obtain outcomes, and answer questions. The Contractor shall receive, log, and analyze comments received from the public during the meeting, and prepare meeting minutes summarizing the comments for the NRCS.

Deliverables: (1) The meeting minutes as taken by the Contractor, and summary of comments received; (2) final versions of news releases, advertisements, and website information; (3) update the Project website system approved by the NRCS and other cooperating agencies, with meeting schedule and location; (4) update mailing lists.

Due Date: The meeting will be held and completed within the first month of the 45-day review and comment period. (1) Within ten (10) business days of meeting; (2) Five (5) business days prior to news releases, advertisement, and website posting; (3) Concurrent with first news release and advertisement; (4) Within five (5) business days of meeting.

Task 7. Public Comment Analysis

The Contractor shall compile comments received from the public comment period on the Draft Watershed Project Plan - EIS, including those given by cooperating agencies and received at the public meeting. The Contractor shall log, analyze, group similar comments, summarize, and prepare a content analysis report of all comments to then distribute to the NRCS, pertinent cooperating agencies, Office, and Sponsor. Collaborating with the NRCS, pertinent cooperating agencies, Office, and Sponsor, the Contractor shall prepare responses to all comments for eventual incorporation into the Final Watershed Project Plan - EIS.

The comment period process will be spearheaded by the NRCS. The NRCS will utilize the Contractor's expertise, organization and cataloguing of comments.

Quality Standard: Content analysis report summarizing public comments received on the Draft Watershed Project Plan - EIS during the public comment period will address all timely submitted comments, including those provided at the public meeting. The report will list comment sources, issues and concerns raised in comments, reasons for issues or concerns, and/or other information requested by the NRCS and pertinent cooperating agencies. Strategy to respond to and address comments will be developed with the NRCS and will ensure all responses to all comments are prepared and fully/completely addressed, identified, keyed to responses, and reviewed by the NRCS and pertinent cooperating agencies.

Deliverables: (1) Content analysis report of all comments; (2) prepared draft responses to all comments ready to incorporate into the Final Watershed Project Plan - EIS; (3) post final content analysis report on the website system approved by the NRCS and other cooperating agencies.

Due Date: Report and prepared responses due 30 days after the end of the public comment period. Final content analysis report to be posted upon NRCS approval.

Task 8. Final NEPA Documents (Watershed Project Plan - EIS, Maps, Supporting Technical Documents/Reports, and Appendices)

The Contractor shall coordinate with the NRCS, Office, Sponsor, and cooperating agencies to incorporate the appropriate revisions received during the public comment period. The Contractor will be responsible for re-creating maps, writing, and rewriting necessary documents, technical reports, all sections/chapters of the proposed Final Watershed Project Plan - EIS, appendices, Notice of Availability, and other deliverable items in accordance with the overall milestone schedule agreed upon in the Plan of Work, Quality Control Plan, and Project Work Schedule. The Contractor will provide the necessary number of copies of all maps, necessary Final documents, technical reports, all sections/chapters of the proposed Final Watershed Project Plan - EIS, appendices and compiled proposed Final Watershed Project Plan - EIS to NRCS, in the format required by NRCS. At a minimum this shall include bound hard copies and digital copies in a Searchable Image Adobe Acrobat (pdf) format. The digital documents will be completely assembled into one standalone Acrobat file and will be the same version as the hard copy. The NRCS will be responsible for distributing copies of the proposed Final Watershed Project Plan - EIS.

Quality Standard: The proposed Final Watershed Project Plan - EIS must be legally defensible and meet the requirements of the NRCS, cooperating agencies, applicable laws, regulations, court decisions, and manuals. The proposed Final Watershed Project Plan - EIS will be adequate such that NRCS and/or the public do not find any misstatements and/or lack of information in addressing each environmental impact in the document.

Deliverables: Fifteen (15) bound copies and digital copies in a Searchable Image Adobe Acrobat (pdf) format of the proposed Final Watershed Project Plan - EIS according to task description and NRCS standards.

- a. In bound paper with attached CD-ROM in PDF format.
- b. Also, in an appropriate format for internet website viewing and downloading, with introductory information on how to view and download the document.
- c. Format for submitting Planning Documents to Washington Office. Refer to the National Watershed Program Manual and National Watershed Program Handbook for formatting guidance and examples.

Due Date: In accordance with the overall milestone schedule agreed upon in the Plan of Work, Quality Control Plan, and Project Work Schedule.

Task 9. Preparation and Publication of the Record of Decision

The Contractor shall prepare an Internal Review version of the Watershed Project Plan - EIS/Record of Decision (ROD), as well as a separate ROD to be signed by the USFS's Responsible Official. If appropriate, the RODs will include the final Biological Opinion (BO) and/or a letter of USFWS concurrence with findings in the Biological Assessment. The BO and/or the letter of concurrence will be integrated in the NRCS ROD.

The NRCS ROD will be allowed a 60-day internal review and comment period in the NRCS Wyoming State Office, National Water Management Center, and Washington Office. The internal review and comment period may be extended should a BO be warranted. The internal review version will contain an implementation and monitoring section and schedule. The Contractor shall then incorporate comments into a final version of the document.

The USFS ROD will require a 60-day internal review and comment period by Region 2 and the Washington Office. Following this review period, the Contractor shall incorporate comments in the draft version of the document. The Draft ROD will be published with the Final Watershed Project Plan - EIS (Task 8) in accordance with regulations at 36 CFR 218. The Contractor shall incorporate any comments from the USFS, and any changes that may emerge from the administrative review process (36 CFR 218) into the final version of the ROD.

Quality Standard: The documents will include 100% of new information available, and the Contractor will provide for 60-day review and comment period for internal reviewers, or longer, if appropriate. The internal review version of the Final Watershed Project Plan - EIS/ROD, USFS ROD, and subsequent final versions of the documents will contain no misstatements and will be prepared with the assumption that no protests will be received from the public.

Deliverables: Internal Review version of the Final Watershed Project Plan - EIS/Record of Decision (ROD) and USFS ROD, in Searchable Image Adobe Acrobat (pdf) format on CD-ROM and bound printed copies. Final number of CD-ROM and bound copies will be ultimately determined at a later date by coordination between the Contractor and NRCS.

Publication – Within fifteen (15) business days after the Contractor and NRCS reach agreement on changes to be made to the Final Watershed Project Plan - EIS/ROD, and following completion of the USFS administrative review process, the Contractor will produce and distribute to the public fifteen (15) bound copies and digital copies in a Searchable Image Adobe Acrobat (pdf) format.

- a. In bound paper with attached CD-ROM in PDF format
- b. Also, in an appropriate format for internet website viewing and downloading, with introductory information on how to view and download the document.
- c. Format for submitting Planning Documents to Washington Office. Refer to the National Watershed Program Manual and National Watershed Program Handbook for formatting guidance and examples.

Due Date: In accordance with the overall milestone schedule agreed upon in the Plan of Work, Quality Control Plan, and Project Work Schedule.

Task 10. Unanticipated Meetings

The Contractor shall budget for up to eight (8) unanticipated in-person meetings in Casper, Wyoming during the duration of the Project to coordinate Watershed Project Plan - EIS preparation, commensurate with the Plan of Work, Quality Control Plan, and Project Work Schedule. In addition, the Contractor shall budget for up to twelve (12) unanticipated meetings that will be conference calls or webinar discussions.

Quality Standard: The Contractor shall be responsible for coordinating and managing the meetings (setting up the conference calls, setting the agenda, preparing handouts and/or PowerPoint presentations as appropriate, recording the minutes and action items, and providing written documentation).

Deliverables: All materials, notes, meeting agendas, transcripts, etc. from meetings for inclusion into the Administrative Record.

Due Date: In accordance with the overall milestone schedule agreed upon in the Plan of Work, Quality Control Plan, and Project Work Schedule. Minutes will be provided within five (5) business days after each meeting.

Task 11. Administrative Record

The Contractor will be responsible for compiling the administrative record and documentation for the NEPA process.

Coordination shall take place on an as needed basis with the NRCS, Office, Sponsor, and any other Federal, State, regional and local agencies and other groups as determined appropriate by the NRCS and Office, to accomplish the task to meet NRCS guidelines.

Quality Standard: The Contractor will compile the administrative record for the Watershed Project Plan - EIS. The Contractor will utilize a searchable electronic cataloging database.

Deliverables: The Contractor shall provide NRCS and USFS with all documentation including, but not limited to, interdisciplinary (IDT) and Contractor's Watershed Project Plan - EIS team meeting notes, e-mail messages, analysis protocols and methodologies and data, rationale, maps, GIS data and its Federal Geographic Data Committee (FGDC)-compliant metadata, and any other supporting information used in the preparation of the Watershed Project Plan - EIS. Such information is part of the administrative record for this Project and the Contractor will compile and maintain these documents and data. The record shall be complete, accurate, searchable, and defensible.

Due Date: The Contractor will transfer the administrative records to the NRCS and USFS as needed during the planning process and at the conclusion of the Project following finalization of the RODs.

Task 12. Discretionary Task

The Contractor will place a \$250,000 budget in this discretionary task. The task is to allow changes in the scope as the Project develops or as new issues are discovered (i.e. – data gaps, biological assessment, etc.). The Contractor and Office project manager will agree on any work to be accomplished under this task and the cost of the work. No work will be initiated, or funds spent, for this task without prior written authorization from the Office project manager.

Task 13. Biological Assessment/Biological Evaluation

The Contractor shall prepare a defensible Biological Assessment (BA) and Biological Evaluation (BE) that meets the agencies' ESA Section 7 consultation requirements and USFS Manual 2670 requirements. The Contractor will coordinate with the NRCS, USFS, USACE, and USFWS to provide an analysis of the impacts of the agency-preferred alternative on the federally listed threatened, endangered, and candidate species and USFS-listed sensitive species with the potential to occur in the analysis area. The Contractor shall consult with the appropriate parties to obtain the most current information regarding documented occurrences and the habitat requirements of those species, and shall provide a

thorough and scientifically valid analysis of the impacts of the agency preferred alternative on those species. Where possible, the Contractor will tier to existing and previous analyses, including BAs and biological opinions (BOs) completed for other site-specific projects in the analysis area.

Environmental documents older than 5 years are generally considered obsolete. These analyses should be reviewed to determine whether the analysis is still sufficient or if it needs supplementation. Supplements should contain analyses based on new information or changed circumstances that, when combined with the original analysis, provide sufficient evaluation.

The Contractor shall coordinate with the NRCS, USFS, USACE, and USFWS to develop any needed ESA effects determinations for the federally listed species. The Contractor will work with the agencies to identify stipulations that may address or minimize impacts to federally listed species and/or their critical habitat.

The Contractor shall prepare and submit a draft BA to the NRCS, USFS, USACE, and USFWS for review. The Contractor shall incorporate the BE content directly into the Watershed Project Plan – EIS. The Contractor will work proactively with the agencies to address any questions or concerns. The Contractor shall incorporate agency-requested changes into the final BA and BE.

To avoid delays to the NRCS and USFS RODs, the Contractor shall begin preparing the resource status sections of the BA while the draft Watershed Project Plan - EIS is out for public review.

Quality Standard: The BA and BE will comply with all NRCS, USFS, USACE, USFWS and any other pertinent cooperating agency requirements.

Deliverables: Draft BA and BE (incorporated into the Watershed Project Plan – EIS) for agency review; final BA and BE for submission to the USFWS and USFS.

Due Date: In accordance with the overall milestone schedule agreed upon in the Plan of Work, Quality Control Plan, and Project Work Schedule.

Task 14. Draft CWA Section 404(b)(1) Permit

The Contractor shall work in parallel with the USACE and the Sponsor to prepare a draft Section 404(b)(1) alternatives analysis and draft mitigation plan that could be included as an appendix to the Draft Watershed Project Plan - EIS, even if a complete permit application has not yet been submitted. The Contractor will work closely with the agencies to ensure that the alternatives development process for the Draft Watershed Project Plan - EIS includes consideration of avoidance and minimization measures, mitigation, and the

USACE's LEDPA to ensure that the alternatives processes are not in conflict, which could allow for the USACE to permit the Project soon after the signing of the RODs.

Quality Standard: USACE will be involved as a cooperator on the Watershed Project Plan - EIS and therefore will participate in the alternatives development process with NRCS and USFS. This process will also serve as the 404(b)(1) alternatives analysis and include consideration of avoidance and minimization measures and the LEDPA necessary to comply with the CWA and USACE rules and regulations. Additionally, the draft compensatory mitigation plan developed for the Project will comply with all NRCS, USFS, USACE, and any other pertinent cooperating agency requirements.

Deliverables: No additional deliverables beyond the documentation necessary for the NEPA process will be provided by the Contractor. The alternatives development process will be documented per agency rules and regulations for inclusion in the administrative record and summarized in the Watershed Project Plan – EIS. The alternatives analysis developed for the Draft 404(b)(1) permit will be prepared by the Sponsor with the guidance of the Contractor. The draft mitigation plan will be developed in coordination with the Contractor, the agencies, and Sponsor and included as part of the Draft 404(b)(1) permit. The Draft 404(b)(1) permit and mitigation plan will be included as an appendix in the Watershed Project Plan – EIS.

Due Date: In accordance with the overall milestone schedule agreed upon in the Plan of Work, Quality Control Plan, and Project Work Schedule.

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**ATTACHMENT B
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE THROUGH 2024**

| LABOR CATEGORY | HOURLY RATE (\$) | LABOR CATEGORY | HOURLY RATE (\$) |
|---|------------------|---------------------|------------------|
| Principals & Project Management Staff | | | |
| Principal-in-Charge | 285-398 | Project Manager VII | 133 |
| Project Manager XII | 205 | Project Manager VI | 123 |
| Project Manager XI | 187 | Project Manager V | 112 |
| Project Manager X | 171 | Project Manager IV | 102 |
| Project Manager IX | 153 | Project Manager III | 92 |
| Project Manager VIII | 143 | | |
| Consulting Services (Cultural Resources, Environmental Resources, Paleontology, Scientific Resources, Planning Resources, Air Quality, Landscape Architecture, Ecological Restoration, Disaster Recovery, GIS/CADD Resources, Technical Writing/Editing, Training/Facilitating, Graphics/Media Production) | | | |
| Subject Matter Expert | 210-324 | Specialist V | 112 |
| Specialist XII | 205 | Specialist IV | 102 |
| Specialist XI | 187 | Specialist III | 92 |
| Specialist X | 171 | Specialist II | 81 |
| Specialist IX | 153 | Specialist I | 69 |
| Specialist VIII | 143 | Technician II | 57 |
| Specialist VII | 133 | Technician I | 48 |
| Specialist VI | 123 | | |
| Administrative Staff | | | |
| Administrative IX | 138 | Administrative IV | 77 |
| Administrative VIII | 125 | Administrative III | 66 |
| Administrative VII | 113 | Administrative II | 53 |
| Administrative VI | 101 | Administrative I | 42 |
| Administrative V | 89 | | |

OTHER PROJECT CHARGES

Subcontracts

The cost of services subcontracted by the Company to others will be charged at cost.

Travel and Other Direct Costs

Travel and travel-related expenses (e.g., airfares, lodging, rental vehicles, parking fees, baggage handling costs, etc.) will be reimbursed on the basis of actual cost without a fee. Meals will be reimbursed at cost or per diem based on the current federal GSA rate. Other direct costs (ODCs) are all costs and expenses incurred by SWCA directly attributable to the performance of Services and will be reimbursed on the basis of actual cost. ODCs include materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs.

Vehicles and Mileage

Company owned or leased field vehicles (e.g., cars, pick-ups, vans, trucks, etc.) used on project assignments will be charged at the current mileage rate established by the Internal Revenue Service (IRS) (the current rate for 2021 is 56 cents per mile).

ATTACHMENT C SCOPE OF SERVICES ASSUMPTIONS

Task 1: Document Review and Data Analysis

- The Office and their contractors will provide all existing modeling data to the Contractor. The Contractor will only validate the model parameters and conclusions developed by the Office and their contractors. Detailed model review will be completed with most recent software versioning.
- For the forecast modeling to assess climate change, the Contractor will develop climate change scenarios that may entail 1) incremental changes to average annual temperature; 2) incremental changes to average annual precipitation/available water supply; and/ or, 3) combinations of incremental changes to both average annual temperature and precipitation/water supply. The Contractor's budget will allow for a long-term forecast Monte Carlo simulation for up to four alternatives.
- Metadata will be complete for all spatial information provided to the Contractor. The Contractor will not create metadata for spatial data not created by the Contractor for the project.
- The data analysis meeting will be held simultaneously with the kickoff meeting described under Task 2.
- The project manager (PM) and assistant project manager (APM) will attend the meeting in person, and the Contractor Team resource specialists will attend via conference call.
- The Contractor will secure a free venue in the project site vicinity for the combined data analysis and kickoff meeting.
- All deliverables will be electronic files and delivered electronically.

Task 2: Project Kickoff

- The kickoff meeting will be a full-day event. The kickoff and data gap analysis portions of the meeting will occur in the first 4 hours of the meeting and the site visit will occur in the second 4 hours of the meeting.
- The Contractor will coordinate logistics and will secure a free venue to host the first half of the meeting.

- The Contractor Team will coordinate access and logistics for the site visit. It is anticipated that those attending in person for the site visit will carpool to the site to minimize the number of vehicles at the site.
- The Contractor Team attendees will include the PM, APM, QC leads, alternatives development lead and up to eight technical specialists. The PM and APM will attend in person. All others will participate by telephone.
- All deliverables will be electronic files and delivered electronically.

Task 3: Plan of Work, Quality Control Plan and Project Work Schedule

- Invoices will be submitted monthly with project status reports for the duration of the project (assumed to be 25 months: November 2021 to December 2023).
- Biweekly calls will occur for the duration of the project (assumed to be 25 months: November 2021 through December 2023). Up to 54 biweekly calls will be attended by the PM and APM and will last no longer than 1 hour.
- All deliverables will be electronic files and delivered electronically.

Task 4: NEPA Scoping Meetings and Report

- The Contractor Team will set up a project email address for the collection of email comments.
- Three in-person public meetings will be held in Saratoga and Baggs, Wyoming, and Craig, Colorado.
- One internal agency scoping meeting will be held in person in either Baggs or Saratoga, Wyoming, and will occur on one of the days scheduled for the public scoping meeting. The PM and APM will attend this meeting.
- The public meetings will be held on adjacent days to the extent practicable, which allows for and minimizes travel time between venues.
- Up to two Contractor Team members, including the PM, will attend the public scoping meetings.
- The Contractor will support the agencies in creating a project presentation.
- Computer, projector, and other necessary equipment will be provided by the Contractor Team.

- Up to seven boards and 300 copies of materials will be needed for the public scoping meetings.
- The Contractor will publish legal ads and/or newspaper notices in up to three newspapers.

Task 5: Draft NEPA Documents (Watershed Project Plan - EIS, Maps, Supporting Technical Documents/Reports, and Appendices)

- The Contractor will review the 13 alternatives (the same as those identified in the Little Snake River Supplemental Storage Level II Study-Final Report-2012) for engineering feasibility.
- No new engineering project figures or design drawings will be completed.
- The Contractor will review the 30% engineering design developed by the Office's Contractor for compliance with NRCS dam design criteria.
- Previous analysis conducted by the state will meet the needs to establishing a reasonable range of alternative, therefore no new engineering design work will be required.
- For costing purposes, the Contractor has assumed they will carry forward up to four alternatives, including the no action alternative, proposed action alternative, and two other action alternatives for detailed analysis.
- The Contractor will assess three alternatives (proposed action and two other action alternatives) for compliance with NRCS dam design criteria.
- A one-day alternatives development workshop will be held in Casper or Cheyenne, Wyoming. Up to three Contractor Team members will attend, including Alternatives Development Lead Matt Petersen. Up to two other team members will attend by phone.
- The Contractor will coordinate with the NRCS and/or the Office to secure an appropriate venue for the alternatives development workshop.
- The preliminary draft Watershed Project Plan - EIS comment review conference call will include the Contractor's PM and APM.
- Water quality modeling will be completed using the U.S. Geological Survey's free PHREEQC Version 3 program. The water allocation model will use Colorado Decision Support System software, including StateMod, StateCU, and TSTool. Significant work will be required to configure the StateCU and StateMod input files for forecast modeling for climate change analyses.

- The NRCS and cooperating agencies will have 45 days to review and comment on the preliminary draft Watershed Project Plan - EIS.
- An electronic Microsoft Word version of the preliminary draft Watershed Project Plan - EIS will be delivered for agency review, and only one agency review of the preliminary draft Watershed Project Plan - EIS will occur.
- The final version of the draft Watershed Project Plan - EIS will be approximately 300 pages, not including appendices. Only the draft Watershed Project Plan - EIS proper will be bound. The Contractor will provide 15 bound copies of the final version of the draft Watershed Project Plan - EIS and a CD-ROM containing an electronic copy of the final draft Watershed Project Plan - EIS proper and all associated appendices.

Task 6. Draft Watershed Project Plan - EIS Public Meeting

- Three in-person public meetings will be held in Saratoga and Baggs, Wyoming, and Craig, Colorado.
- The public meetings will be held on adjacent days to the extent practicable, which allows for and minimizes travel time between venues.
- Up to two Contractor Team members, including the PM, will attend the public scoping meetings.
- The Contractor will support the agencies in creating a project presentation.
- Computers, projectors, and other necessary equipment will be provided by the Contractor Team.
- Up to seven posters and 300 copies of materials will be needed for the public comment meetings.
- The Contractor will publish legal ads and/or newspaper notices in up to three newspapers.

Task 7: Public Comment Analysis

- The comments received by the agencies will be submitted to the Contractor PM weekly and within 2 business days of the close of the comment period.
- For costing purposes, the Contractor has assumed that approximately 100 comment submission will be received with only 40 being substantive. Up to 12 comments on design engineering or model analysis will be received on the draft Watershed Project Plan - EIS that will require technical input.

- Seventy-five percent of the comment submissions will occur electronically.
- Minimal public comments on the design engineering will be received on the draft Watershed Project Plan - EIS alternatives that will require an engineer input.
- All deliverables will be electronic files and delivered electronically.

Task 8. Final NEPA Documents (Watershed Project Plan - EIS, Maps, Supporting Technical Documents/Reports, and Appendices)

- No significant changes (e.g., additional analysis, revision or addition of alternatives, re-running of models, creation of additional scenarios, or creation of new models, etc.) will occur between the draft Watershed Project Plan - EIS and the proposed final Watershed Project Plan - EIS.
- The Contractor will publish legal ads and/or newspaper notices in up to three newspapers.
- The proposed final Watershed Project Plan - EIS will be approximately 400 pages, not including appendices. Only the final Watershed Project Plan - EIS proper will be bound. The Contractor will provide 15 bound copies of the final Watershed Project Plan - EIS and a CD-ROM containing the final Watershed Project Plan - EIS proper and all associated appendices.
- A public 30-day review period will occur within the agencies' 60-day review period for the ROD.

Task 9: Preparation and Publication of the Record of Decision

- This scope of work does not include drafting a ROD for the USACE.
- The USFS will track, manage, and respond to comments received during the objection period as needed and will revise the ROD as needed as a result of appeals.
- The selected alternative will be compliant with the existing USFS forest plan for the Medicine Bow National Forest, and no amendment to the plan will be needed for the ROD.
- The Contractor will arrange for the publication of legal ads and newspaper notices in three newspapers.
- The Contractor will provide a draft ROD to agency to finalize for signature. The Contractor will 508 and publish the signed RODs accordingly.

- Two printed copies of the NRCS's ROD and two printed copies of the USFS's ROD will be provided.

Task 10: Unanticipated Meetings

- In-person meetings will be half-day meetings and will include the Contractor's PM and one other team member.
- Six of the conference calls will be 1 hour long, four will be 2 hours long, and two will be 3 hours long. The conference calls will include the Contractor's PM and APM and up to three additional team members.

Task 11: Administrative Record

- The administrative record will be maintained in electronic form only (no hard copies of files will be retained).
- The NRCS, Office, and cooperating agencies will provide applicable documents and data for inclusion in the administrative record.
- Only cited parts of books (not entire books) will be included in the administrative record.
- One project notebook of working files and references for the models used and developed will be included.
- The Contractor will provide electronic deliveries of the administrative record to coincide with project milestones.
- Only one complete administrative record will be compiled. The administrative record for the Watershed Project Plan - EIS will be used as the administrative record for the PR&G, and the Contractor will make sure that whatever additional materials are needed for the PR&G are included in the administrative record.

Task 12: Discretionary Task

- No work will be initiated without written authorization from the WWDO PM.

Task 13: Biological Assessment/Biological Evaluation

- All deliverables will be electronic files and delivered electronically.

Task 14: Draft CWA Section 404(b)(1) Permit

- The Contractor will only provide guidance to the Office's contractor in the preparation of the draft CWA 404(b)(1) permit and mitigation plan and will incorporate the resulting documents as an appendix to the draft Watershed Project Plan - EIS and final Watershed Project Plan - EIS.

2022 WWDC/SWC MEETING SCHEDULE
(Sept 2021)

| <u>Date</u> | <u>Day</u> | <u>Program Item</u> |
|------------------------|------------|---|
| <u>JANUARY</u> | | |
| January 25-26, 2022 | Tues-Wed | WWDC Workshop/Meeting (Final Funding Recs, Review draft bills) (Cheyenne) |
| January 27, 2022 | Thursday | Select Water Committee Meeting (Review draft bills) (Cheyenne) |
| <hr/> | | |
| <u>MARCH</u> | | |
| March 15, 2022 | Tuesday | WWDC Workshop (Cheyenne) |
| March 16, 2022 | Wednesday | WWDC Meeting (Election of Officers, Level I, II III, SWPP contract approval) |
| <hr/> | | |
| <u>MAY</u> | | |
| May 11, 2022 | Wednesday | WWDC/SWC Workshop (Cheyenne) |
| May 12, 2022 | Thursday | WWDC/SWC Joint Meeting, (New Level I & II Apps Review/Approval, SRF-IUP) |
| <hr/> | | |
| <u>AUGUST</u> | | |
| August 9-11, 2022 | Tues-Thur | WWDC/SWC Workshop/Summer Tour/Meeting (TBD) |
| <hr/> | | |
| <u>OCTOBER</u> | | |
| October 3-5, 2022 | Mon-Wed | Consultant Selection Interviews (Cheyenne) |
| October 6, 2022 | Thursday | WWDC Meeting, Selection Approval (Cheyenne) |
| <hr/> | | |
| <u>NOVEMBER</u> | | |
| November 1, 2022 | Tuesday | WWDC/SWC Workshop (Casper) |
| November 2-3, 2022 | Wed-Thurs | WWDC/SWC Joint Meeting (Preliminary Funding Recs prior to WyoLeg) (Casper) |
| <hr/> | | |

DECEMBER

| | | |
|----------------------|----------|--|
| December 13-14, 2022 | Tues-Wed | WWDC Workshop/Meeting – Review draft bills (Cheyenne) |
| December 15, 2022 | Thurs | SWC – Review draft bills (Cheyenne) |

**DRAFT ONLY
NOT APPROVED FOR
INTRODUCTION**

HOUSE BILL NO.

Disposition of water rights.

Sponsored by: Select Water Committee

A BILL

for

1 AN ACT relating to the subdivision of land and water
2 rights; requiring certification from the state engineer or
3 state board of control on the disposition of water rights
4 when subdividing land; requiring notice of the proposed
5 disposition to other appropriators; making conforming
6 amendments; providing applicability; and providing for an
7 effective date.

8

9 *Be It Enacted by the Legislature of the State of Wyoming:*

10

11 **Section 1.** W.S. 15-1-415 by adding a new subsection
12 (e), 18-5-306(a)(xi) and W.S. 18-5-316(b) are amended to
13 read:

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15-1-415. Additions to cities or towns by subdividing landowners; plat requirements; filing and effect thereof; controlling layout of streets.

(e) With respect to any water rights appurtenant to lands to be subdivided in accordance with this section and prior to certification and approval of the map or plat the governing body shall require the owner to submit to the governing body the following:

(i) The intended disposition of the water rights, by:

(A) Written certification from the state engineer or the state board of control that the owner submitted to the state engineer or the state board of control all documents necessary to voluntarily abandon the water rights, cancel any unadjudicated permits or eliminate applicable lands from any unadjudicated permits. The owner shall notify any purchasers of this action;

1 (B) Written certification from the state
2 board of control that the owner has submitted to the state
3 board of control all documents necessary to change the use
4 or place of use to provide for beneficial use of the water
5 rights outside the subdivision, which may include a
6 transfer to the city or town for use within its municipal
7 water service boundaries;

8
9 (C) A plan, accompanied by written
10 certification from the state engineer that he has approved
11 the plan, for the distribution of the water rights
12 appurtenant to the land to be subdivided. The plan shall
13 specify the distribution of the water to the lots within
14 the subdivision and shall include written certification
15 from the state board of control that the owner submitted to
16 the state board of control all documents necessary for a
17 change of use, change of place of use or change in point of
18 diversion or means of conveyance in accordance with W.S.
19 41-3-103, 41-3-104 or 41-3-114; or

20
21 (D) Written certification from the state
22 board of control that it has accepted an authorization to
23 detach water rights appurtenant to the lands to be

1 subdivided in accordance with rules and regulations
2 promulgated by the state board of control.

3
4 (ii) If the subdivision is located within lands
5 served by or crossed by a ditch, irrigation works or other
6 water conveyance system, evidence that the owner submitted
7 the subdivision map or plat to the public entity, company,
8 association or appropriators responsible for the ditch,
9 irrigations works or other water conveyance system for
10 review and recommendations at least sixty (60) days prior
11 to the submittal of the map or plat to the governing body.
12 Upon receipt of the subdivision map or plan, the public
13 entity, company, association or appropriators shall notify
14 the owner if and how the subdivision will create a
15 significant additional burden or risk of liability;

16
17 (iii) Evidence that the owner will specifically
18 state on all offers and solicitations relative to the
19 subdivision the owner's intent to comply with this
20 paragraph and that the owner does not warrant to a
21 purchaser that the purchaser shall have any rights to the
22 natural flow of any stream within or adjacent to the
23 proposed subdivision. The owner shall further state that

1 Wyoming law does not recognize any riparian rights to the
2 continued natural flow of a stream or river for persons
3 living on the banks of the stream or river;

4
5 (iv) If the subdivision is located within the
6 boundaries of an irrigation district that is subject to the
7 provisions of title 41, chapter 7 of the Wyoming statutes,
8 the map or plat shall be accompanied by recommendations
9 from the irrigation district regarding any changes to the
10 attached water rights and the irrigation district's
11 easements. If there is a conflict with the irrigation
12 district's recommendations, the owner shall certify that it
13 met with and made a good faith effort to resolve any
14 conflicts with the irrigation district; and

15
16 (v) If the subdivision will create a significant
17 additional burden or risk of liability to the public
18 entity, company, association or appropriators responsible
19 for the ditch, irrigation works or other water conveyance
20 system, the owner shall provide an adequate and responsible
21 plan to reduce or eliminate the additional burden or risk
22 of liability and evidence that the owner submitted the plan
23 to the public entity, company, association or appropriators

1 for review and recommendation regarding the adequacy of the
2 plan.

3

4 **18-5-306. Minimum requirements for subdivision**
5 **permits.**

6

7 (a) The board shall require, and with respect to
8 paragraph (xii) of this subsection may require, the
9 following information to be submitted with each application
10 for a subdivision permit, provided the board may by rule
11 exempt from any of the following requirements of this
12 subsection or subsection (c) of this section ~~and may exempt~~
13 ~~from~~ , including paragraph (xii) of this subsection, the
14 subdivision of one (1) or more units of land into not more
15 than a total of five (5) units of land:

16

17 (xi) With respect to any water rights
18 appurtenant to lands to be subdivided in accordance with
19 this chapter and prior to final approval of the application
20 for a subdivision permit the subdivider shall provide the
21 following:

22

1 (A) The intended disposition of the water
2 rights, by:

3
4 (I) ~~Evidence~~ Written certification
5 from the state engineer or the state board of control that
6 the subdivider has ~~submitted to the state engineer~~ or the
7 state board of control ~~the documentation~~ all documents
8 necessary to ~~relinquish~~ voluntarily abandon the water
9 rights, cancel any unadjudicated permits or eliminate
10 applicable lands from any unadjudicated permits. The
11 subdivider shall ~~and has notified~~ notify any purchasers ~~and~~
12 ~~the board~~ of this action;

13
14 (II) ~~Evidence~~ Written certification
15 from the state board of control that the subdivider has
16 submitted to the ~~state engineer~~ state board of control ~~the~~
17 ~~documentation~~ all documents necessary to change the use, or
18 place of use ~~or point of diversion~~ to provide for
19 beneficial use of the water rights outside the subdivision;
20 ~~or~~

21
22 (III) A plan, ~~a copy of which was~~
23 ~~submitted to and approved by the state engineer prior to~~

1 ~~the final approval of the subdivision application~~
2 accompanied by written certification from the state
3 engineer that he has approved the plan, for the
4 distribution of the water rights appurtenant to the land to
5 be subdivided. The plan shall specify the distribution of
6 the water to the lots within the subdivision and shall
7 include written certification from the state board of
8 control that the subdivider submitted to the state board of
9 control all ~~appropriate applications for documents~~
10 necessary to change ~~of the~~ use, ~~change of~~ place of use or
11 ~~change in~~ point of diversion or means of conveyance in
12 accordance with W.S. 41-3-103, 41-3-104 or 41-3-114~~;~~ or
13

14 (IV) Written certification from the
15 state board of control that it has accepted an
16 authorization to detach water rights appurtenant to the
17 lands to be subdivided in accordance with rules and
18 regulations promulgated by the state board of control.
19

20 (B) If the subdivision is located within
21 lands~~,~~ served by or crossed by a ditch, irrigation ~~company~~
22 ~~or association or by an unorganized ditch~~ works or other
23 water conveyance system, evidence that the subdivider

1 submitted the plan ~~has been submitted, to the public~~
 2 entity, company, association or appropriators responsible
 3 for the ditch, irrigation works or other water conveyance
 4 system for review and recommendation at least sixty (60)
 5 days prior to the submittal of the application for the
 6 subdivision permit to the ~~company, or association, or the~~
 7 ~~remaining appropriators in the case of an unorganized ditch~~
 8 ~~for their review and recommendations~~ board. Upon receipt
 9 of the plan, the public entity, company, association or
 10 appropriators shall notify the subdivider if and how the
 11 subdivision will create a significant additional burden or
 12 risk of liability;

13

14 *****
 15 *****
 16 STAFF COMMENT
 17 The Committee questions whether the statute could be
 18 expanded to include other irrigation-type districts.
 19 Subparagraphs (D) and (E) were added in 2008/2009 following
 20 an interim topic brought by irrigation districts with
 21 respect to their liability. The language derives from
 22 language originally drafted by a representative for the
 23 irrigation districts. The 2008/2009 language changed
 24 broader language in Subparagraph (B) that potentially
 25 encompassed existing other irrigation-type districts.
 26 *****
 27 *****
 28

29 (C) Evidence that the subdivider will
 30 specifically state on all offers and solicitations relative

1 to the subdivision ~~his~~the subdivider's intent to comply
2 with this paragraph and that the ~~seller~~ subdivider does not
3 warrant to a purchaser that ~~he~~the purchaser shall have any
4 rights to the natural flow of any stream within or adjacent
5 to the proposed subdivision. ~~He~~The subdivider shall
6 further state that ~~the~~ Wyoming law does not recognize any
7 riparian rights to the continued natural flow of a stream
8 or river for persons living on the banks of the stream or
9 river;

10

11 (D) If the subdivision is located within
12 the boundaries of an irrigation district that is subject to
13 the provisions of title 41, chapter 7 of the Wyoming
14 statutes, the application shall include ~~a review and~~
15 recommendations from the irrigation district regarding any
16 changes to the attached water rights and the irrigation
17 district's easements. If there is a conflict with the
18 irrigation district's recommendations, the applicant
19 subdivider shall certify that it ~~has~~ met with and made a
20 good faith effort to resolve any conflicts with the
21 irrigation district; and

22

1 (E) If the subdivision will create a
 2 significant additional burden or risk of liability to the
 3 ~~irrigation district~~ public entity, company, association or
 4 ~~remaining appropriators including appropriators on an~~
 5 ~~unorganized ditch~~ appropriators responsible for the ditch,
 6 irrigation works or other water conveyance system, the
 7 ~~applicant~~ subdivider shall provide an adequate and
 8 responsible plan to reduce or eliminate the additional
 9 burden or risk of liability and evidence that the
 10 subdivider submitted the plan to the public entity,
 11 company, association or appropriators for review and
 12 recommendation regarding the adequacy of the plan.

13 *****

14 *****

15 **STAFF COMMENT**

16
17 **Committee comments at the August meeting desired to flush**
18 **out the notification of districts and the adequacy of the**
19 **plan.**

20 *****

21 *****

22
23 **18-5-316. Requirements for large acreage subdivision**
24 **permits.**

25

26 (b) The board may require ~~any or all of,~~ and with
27 respect to paragraph (ix) of this subsection shall require,

1 the following information to be submitted with an
2 application for a subdivision permit pursuant to this
3 section:

4
5 (ix) With respect to any water rights
6 appurtenant to lands to be subdivided in accordance with
7 this section and prior to final approval of the application
8 for a subdivision permit the subdivider shall provide the
9 following:

10

11 (A) The intended disposition of the water
12 rights by:

13

14 (I) ~~Evidence~~ Written certification
15 from the state board of control that the subdivider ~~has~~
16 submitted to the ~~state engineer the documentation~~ state
17 board of control all documents necessary to ~~relinquish~~
18 voluntarily abandon the water rights, cancel any
19 unadjudicated permits or eliminate applicable lands from
20 any unadjudicated permits. ~~and has notified~~ The subdivider
21 shall notify any purchasers ~~and the board~~ of this action;

22

1 (IV) Written certification from the
2 state board of control that it accepted an authorization to
3 detach water rights appurtenant to the lands to be
4 subdivided in accordance with rules and regulations
5 promulgated by the state board of control.

6
7 (B) If the subdivision is located within ~~an~~
8 ~~irrigation district or within~~ lands, served by or crossed
9 by a ditch, irrigation ~~company or association or by an~~
10 ~~unorganized ditch~~ works or other water conveyance system,
11 evidence that the subdivider submitted the plan ~~has been~~
12 ~~submitted~~ to the ~~district board~~ public entity, company, ~~or~~
13 association, ~~or the remaining~~ appropriators ~~in the case of~~
14 ~~an unorganized~~ responsible for the ditch, irrigation works
15 or other water conveyance system for ~~their~~ review and
16 recommendations at least sixty (60) days prior to the
17 submittal of the application for the subdivision permit to
18 the board; and

19
20 (C) Evidence that the subdivider will
21 specifically state on all offers relative to the
22 subdivision ~~his~~ the subdivider's intent to comply with this
23 paragraph and that the ~~seller-subdivider~~ does not warrant

1 to a purchaser that ~~he~~the purchaser shall have any rights
2 to the natural flow of any stream within or adjacent to the
3 proposed subdivision. ~~He~~The subdivider shall further state
4 that ~~the~~ Wyoming law does not recognize any riparian rights
5 to the continued natural flow of a stream or river for
6 persons living on the banks of the stream or river.

7

8 **Section 2.** This requirements in this act shall apply
9 to subdivision applications filed on and after July 1,
10 2022.

11

12 **Section 3.** This act is effective immediately upon
13 completion of all acts necessary for a bill to become law
14 as provided by Article 4, Section 8 of the Wyoming
15 Constitution.

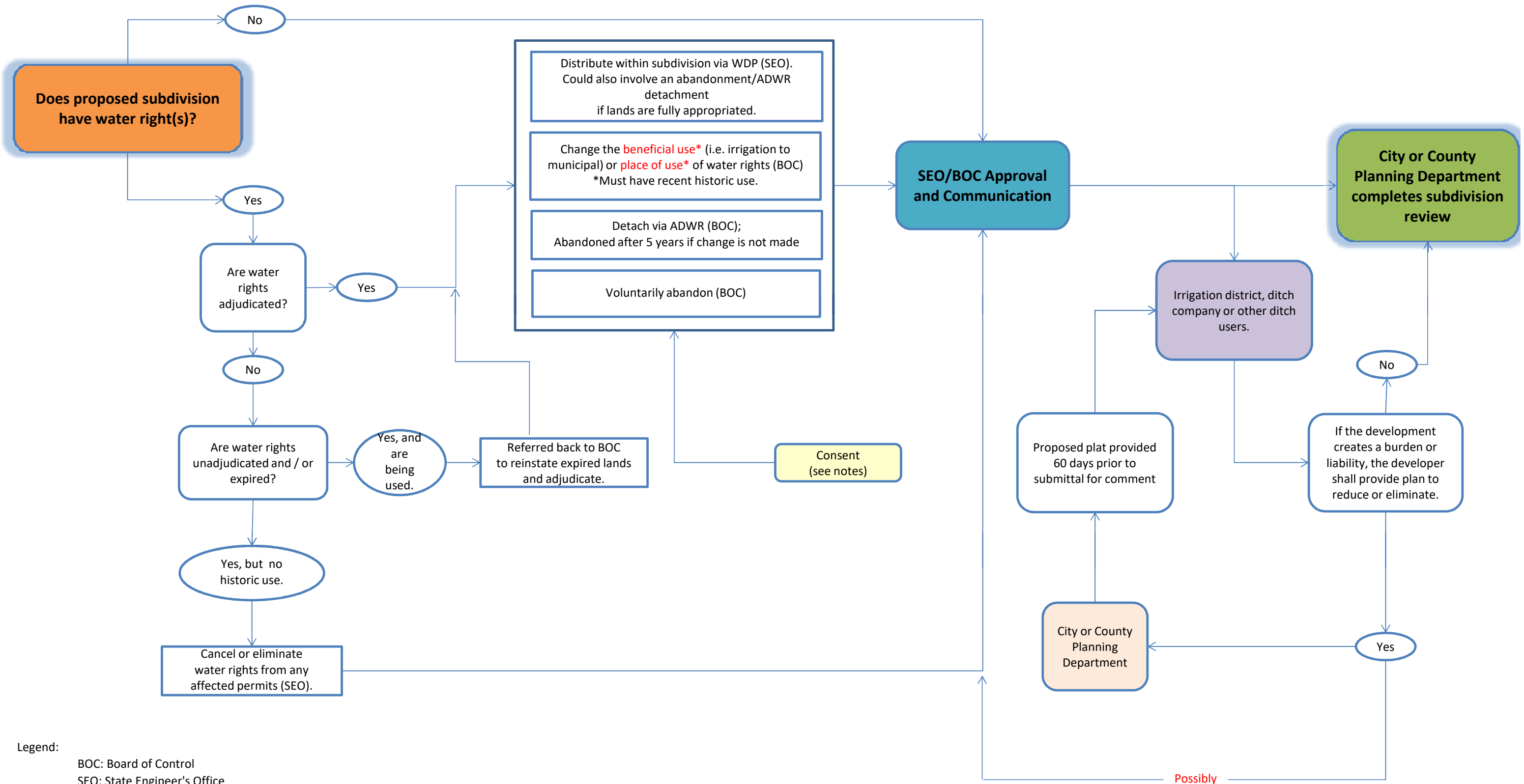
16

(END)

Disposition of Water Rights in Subdivisions Prior to Final Approval of Subdivision

W.S. §18-5-306(a)(xi)
Within County - existing statute with proposed amendments

W.S. §15-1-415(e)
Within City - New proposed statute



Legend:
 BOC: Board of Control
 SEO: State Engineer's Office
 WDP: Water Distribution Plan
 ADWR: Authorization to Detach Water Rights

**DRAFT ONLY
NOT APPROVED FOR
INTRODUCTION**

HOUSE BILL NO.

ARPA funds for water projects.

Sponsored by: Select Water Committee

A BILL

for

1 AN ACT relating to water and wastewater projects;
2 establishing a program to fund water and wastewater
3 projects; providing an appropriation; requiring rulemaking;
4 and providing for effective dates.

5

6 *Be It Enacted by the Legislature of the State of Wyoming:*

7

8 **Section 1.**

9

10 (a) As used in this act:

11

12 (i) "American Rescue Plan Act funds" means funds
13 appropriated or disbursed to the state of Wyoming through

1 the Coronavirus Capital Projects Fund established under
2 section 604 of title VI of the federal Social Security Act,
3 as created by section 9901 of the American Rescue Plan Act
4 of 2021, P. L. No. 117-2.

5

6 (ii) "Entity" means a person or entity eligible
7 for funding pursuant to the American Rescue Plan Act of
8 2021, subject to any further eligibility requirements or
9 prioritization developed by the Wyoming water development
10 office.

11

12 (iii) "Eligible project" means those categories
13 and types of projects authorized to receive funding
14 pursuant to the American Rescue Plan Act of 2021, P. L. No.
15 117-2.

16

17 (b) The Wyoming statewide American Rescue Plan Act
18 water infrastructure program is hereby created. The Wyoming
19 water development office shall establish and administer
20 this temporary program for the purpose of providing grants
21 to entities for eligible projects. The office of state
22 lands and investments and department of environmental
23 quality shall consult with and provide technical assistance

1 to the Wyoming water development office in the
2 establishment and administration of this temporary program.
3 The directors of the Wyoming water development office,
4 office of state lands and investments and department of
5 environmental quality may establish an informal working
6 group to facilitate any consultation and technical
7 assistance between the three agencies. Grants shall be
8 awarded under this act in accordance with the following:

9

10 (i) The Wyoming water development office, in
11 consultation with the office of state lands and investments
12 and the department of environmental quality, shall develop
13 an application process, including required documentation
14 and application deadlines, for entities to apply to receive
15 a grant under this act for eligible projects. Any entity
16 may apply for grant funding pursuant to the application
17 process established by the office. Upon receipt of an
18 application, the Wyoming water development office, in
19 consultation with the office of state lands and investments
20 and the department of environmental quality, shall review
21 applications on a rolling-basis to determine whether the
22 project for which an entity has submitted an application is
23 an eligible project. The water development office may

1 require an applicant entity to submit any additional
2 information necessary to determine project eligibility;

3

4 (ii) Grants shall be awarded on a first-come,
5 first-served basis, however, if the Wyoming water
6 development office receives multiple eligible project
7 applications, the office shall evaluate and prioritize
8 eligible projects for recommendation to the Wyoming water
9 development commission, including a recommended grant award
10 amount. The Wyoming water development office, in
11 consultation with the office of state lands and investments
12 and department of environmental quality, may develop
13 criteria to evaluate and prioritize projects and grant
14 funding, provided that grants awarded for each eligible
15 project shall not exceed eighty-five percent (85%) of the
16 estimated project costs or seven million five-hundred
17 thousand dollars (\$7,500,000.00), whichever is less;

18

19 (iii) Upon determination by the Wyoming water
20 development office that an entity has submitted a grant
21 application for an eligible project, the water development
22 office shall forward the determination of eligibility and
23 potential prioritization, including funding recommendation,

1 to the Wyoming water development commission. The Wyoming
2 water development commission shall make the final decision
3 regarding approval and prioritization of the eligible
4 project for inclusion in the program and grant award
5 amounts;

6

7 (iv) Decisions of the Wyoming water development
8 commission, Wyoming water development office, office of
9 state lands and investments and department of environmental
10 quality relating to determinations of project eligibility
11 and prioritization, including recommendations relating to
12 grant award amounts, are specifically exempt from all
13 provisions of the Wyoming Administrative Procedure Act
14 including provisions for judicial review under W.S. 16-3-
15 114 and 16-3-115;

16

17 (v) Subject to federal law, a grant awarded under
18 this act shall be conditioned upon an entity agreeing to be
19 responsible for:

20

21 (A) Compliance with all requirements of the
22 American Rescue Plan Act of 2021, P. L. No. 117-2;

23

1 (B) The operation and maintenance of the
2 project;

3

4 (C) All project expenditures in excess of
5 the total project grant award amount;

6

7 (D) Repaying the entirety, or a portion, of
8 the grant award if the entity abandons completion of the
9 project, or if a portion of the project is ultimately
10 determined to be ineligible for American Rescue Plan Act
11 funds;

12

13 (E) Any additional consideration deemed
14 necessary by the Wyoming water development office to
15 protect the use of public funds.

16

17 (F) Expending grant funds prior to December
18 1, 2026.

19

20 (c) The Wyoming water development office shall
21 include a summary of grants awarded under this act in its
22 annual report submitted to the legislature pursuant to W.S.
23 41-2-118(a)(iii).

1

2 (d) Grants under this act shall be awarded prior to
3 October 1, 2024. The program shall terminate on December
4 30, 2026.

5

6 **Section 2.** The Wyoming water development office shall
7 promulgate rules necessary to administer the program
8 authorized by this act.

9

10 **Section 3.** There is appropriated to the Wyoming water
11 development office ninety five million dollars
12 (\$95,000,000.00) from any unexpended, unobligated American
13 Rescue Plan Act funds that were appropriated in 2021
14 Wyoming Session Laws, Chapter 166, Section 5(b). This
15 appropriation is for purposes of this act and that are
16 consistent with the terms of the American Rescue Plan Act,
17 excluding the provision of government services related to a
18 reduction in revenue. Any unobligated, unexpended funds
19 remaining from this appropriation on October 1, 2024, may
20 be transferred and expended upon approval by the governor
21 for any other purposes authorized by the legislature and
22 consistent with the terms of the American Rescue Plan Act.
23 Transfers and expenditures under this section shall be

1 reported to the legislature through the B-11 process as
2 authorized by W.S. 9-2-1005(b)(ii) and reported pursuant to
3 W.S. 9-2-1013(b).

4

5 **Section 4.**

6 (a) Except as provided in subsection (b) of this
7 section, this act is effective July 1, 2022.

8

9 (b) Sections 2 and 4 of this act are effective
10 immediately upon completion of all acts necessary for a
11 bill to become law as provided by Article 4, Section 8 of
12 the Wyoming Constitution.

13

(END)