OCTOBER 6, 2022 | 8:30 A.M.

*WWDC MEETING*

# E-NOTEBOOK

*6920 Yellowtail Road*

*Cheyenne, WY 82009*

# WYOMING WATER DEVELOPMENT COMMISSION

**WWDC MEETING**
**WYOMING WATER DEVELOPMENT OFFICE**
**6920 Yellowtail Road | Cheyenne, WY**
**October 6, 2022 | 8:30 a.m.**

To view the livestream, sign up for public comment, or to access the most recent Agenda and E-Notebook, please visit the Water Development Office's website: https://wwdc.state.wy.us.

**MEETING AGENDA: Thursday, October 6, 2022 | 8:30 a.m.**

**Action Item*

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Recognition of members present to establish a quorum**

**WWDC* 4. **Approval of Minutes (A)**
- August 17, 2022: WWDC/SWC Joint Meeting

**WWDC* 5. **2023 Planning Projects Consultant Selection Approval (B)**

*Level I Projects – New Development*
- Glendo Water Master Plan
- Newcastle Water Master Plan
- Orchard Valley Water Master Plan
- Ranchester Water Master Plan
- Wardwell Water Master Plan

*Level II Projects – New Development*
- CWRWS Well Field Study
- GR/RS/SC JPWB Eastside Zone Study

*Level I Projects – Rehabilitation*
- Casper Alcova Irrigation District Master Plan
- Goshen Irrigation District Master Plan
- Sidon Irrigation Master Plan
- Tillard Canal Master Plan

*Level II Projects – Rehabilitation*
- Cody Canal Rehabilitation
- GVID Upper Sunshine Outlet Works Rehabilitation
- Lakeview Irrigation District Rehabilitation
- Shoshoni Groundwater Supply & Transmission
- Willwood Irrigation District Rehabilitation

*WWDC **6. Planning Closeout Memos (C)**
- Gillette Water System Improvements, LII Study
- Lake DeSmet/Healy Reservoir Utilization, LII Study
- Town of Jackson: Well 9 Groundwater Exploration Grant

*WWDC **7. Planning Contract Amendments (D)**
- Clear Creek Storage Study, Level II, Phase II, Amendment No. 7
- Leavitt Reservoir Expansion Permitting Liaison, Amendment No. 2
- Little Snake Supplemental Storage, Level II Study, Amendment No. 8

*WWDC **8. Small Water Projects (E)**
- Owl Creek Subdivision – Fire Water Storage – Scope Change

*WWDC **9. High Savery Grazing Sublease (F)**

**10. Project Updates**
- LaPrele Dam Funding

**11. Discussion**

**12. Future Meetings Schedule (G)**
- November 1st-3rd: WWDC/SWC Joint Workshop & Meeting - Casper (Funding Recommendations)
- December 5th & 6th: WWDC Workshop & Meeting - Cheyenne (Review Draft Bills)
- December 7th: SWC Meeting - Cheyenne (Omnibus Water Bills)

**13. Adjourn**

# CALL TO ORDER: ROSTERS

# WYOMING WATER DEVELOPMENT COMMISSION

**COMMISSIONERS**
March 2022

**Mark Kot, Chairman | Water Division IV**
800 Rose Crown Cir.
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**Liisa Anselmi-Dalton, Secretary | Member-at-Large**
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**Clinton W. Glick| Wind River Indian Reservation**
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clinton.glick@wyo.gov

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**Sheridan Little | Water Division II**
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**Larry Suchor | Water Division II**
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**VACANT | Water Division III**

# WYOMING WATER DEVELOPMENT COMMISSION

*COMMISSIONERS*

**Mark Kot, Chairman**
Water Division IV

**Ron Kailey, Vice-Chairman**
Water Division I

**Liisa Anselmi-Dalton, Secretary**
Member-At-Large

**Robert Choma**
Water Division IV

**Leonard A. "Lee" Craig**
Water Division III

**Clinton W. Glick**
Wind River Indian Reservation

**John Lawson**
Water Division I

**Sheridan Little**
Water Division II

**Larry Suchor**
Water Division II

**Vacant**
Water Division III

*ADVISORS*

**Darren Cook**
Attorney General's Office

**Brandon Gebhart**
State Engineer

**Greg Kerr**
University of Wyoming

**Josh Dorrell**
Wyoming Business Council

*STAFF*

**Jason Mead**
Interim Director

**David Ray**
Administrative/Fiscal Manager

**Janet Belmonte**
Accountant

**Nancy Casner**
Office Support Specialist

**Miranda Russell**
Business Office Coordinator

**Jason Mead**
Deputy Director – Dams & Reservoirs

**Andrew Linch**
Project Manager

**Vacant**
Project Manager

**Shawn Albrandt**
High Savery Dam Technician

*STAFF (Continued)*

**Barry Lawrence**
Deputy Director – Planning

**Bill Brewer**
Deputy Director – Construction

**Chace Tavelli**
Technical Resource Coordinator

**Sol Brich**
Project Manager

**Keith Clarey**
Project Manager

**Wade Verplancke**
Project Manager

**Julie Gondzar**
Project Manager

**Jennifer Russell**
Project Manager

**Mabel Jones**
Project Manager

**Ken Mitchell**
Project Manager

**George Moser**
Project Manager

**Larry Mallo**
Project Manager

**Jodie Pavlica**
Project Manager

**Jeffrey Kaiser**
Project Manager

**Mike Robertson**
Project Manager

**Jay Smith**
Project Manager

# APPROVAL OF MINUTES

# WYOMING WATER DEVELOPMENT COMMISSION

**JOINT MEETING/TOUR: WWDC/Select Water Committee**
**Afton Civic Center: Room 125 (A&B)**
**150 Washington Street**
**Afton, WY 83110**
**Wednesday, August 17, 2022**

***Meeting Minutes***

1. Chairman Mark Kot called the meeting to order at 1:30 p.m.

2. The pledge of allegiance was recited.

3. **Recognition of Members Present to Establish Quorum** – Secretary Liisa Anselmi-Dalton

Commission Attendance:
Mark Kot, Chairman
Ron Kailey, Jr., Vice-Chairman
Liisa Anselmi-Dalton, Secretary
Robert Choma - Excused
Leonard "Lee" Craig
Clinton Glick
John Lawson – Virtual
Sheridan Little – Virtual
Larry Suchor

Advisor Attendance:
Greg Kerr, University of Wyoming
Darren Cook, Attorney General's Office

Select Water Attendance:
Rep. Evan Simpson, Chairman
Sen. Larry Hicks, Vice Chair – Excused
Sen. Brian Boner – Virtual
Sen. Ogden Driskill
Sen. Tim French
Sen. Mike Gierau
Sen. Cheri Steinmetz – Virtual
Rep. Chad Banks – Virtual
Rep. John Eklund – Virtual
Rep. Dan Laursen – Virtual
Rep. Chip Neiman
Rep. Jerry Paxton

**Amending of the Agenda**

The original agenda was amended, moving the State Engineer's Office Update to Item #11.

4. **Approval of Minutes (A)**

*May 12, 2022 WWDC/SWC Joint Meeting Minutes:*

Vice-Chairman Ron Kailey, Jr. moved approval of the minutes for the May 12, 2022 joint meeting. Secretary Liisa Anselmi-Dalton seconded; motion carried unanimously.

**5. Financial Overview (B)**

*Water Development Accounts I, II, & III:*

Fiscal Manager David Ray provided an overview of Water Development Accounts I, II, and III. Discussion of the accounts followed.

*Reservoir Operations and Maintenance Accounts:*

Interim Director Jason Mead presented a memo to the Commission on behalf of the Water Development Office regarding the 10 Reservoir Operations and Maintenance (O&M) Accounts created under W.S. 99-99-1001; conversation ensued. All Accounts were either determined to be stable, with no excess funds available or having no statutory provision to move excess funds, thus no action recommended.

**6. Planning Projects Consultant Selection Process Update (C)**

Deputy Director of Planning Barry Lawrence summarized the 13-month Water Development Consultant Selection process: Short listing has taken place and firms have submitted their proposals for the 2022-2023 process and are pending review by the Commission and other selection team members. After the teams complete their reviews, firms will be ranked for a competitive interview process for each of the following projects:

*Level I Projects – New Development*
Glendo Water Master Plan
Newcastle Water Master Plan
Orchard Valley Water Master Plan
Ranchester Water Master Plan
Wardwell Water Master Plan

*Level II Projects – New Development*
CWRWS Well Field Study
GR/RS/SC JPWB Eastside Zone Study

*Level I Projects – Rehabilitation*
Casper Alcova Irrigation District Master Plan
Goshen Irrigation District Master Plan
Sidon Irrigation Master Plan
Tillard Canal Master Plan

*Level II Projects – Rehabilitation*
Cody Canal Rehabilitation
Greybull Valley Irrigation District Upper Sunshine Outlet Works Rehabilitation
Lakeview Irrigation District Rehabilitation
Shoshoni Groundwater Supply & Transmission
Willwood Irrigation District Rehabilitation

Considerable discussion ensued as to the number of consultants submitting on the various projects and the declining trend the WWDO has been seeing over the past few years. Discussed were the change in WWDO selection procedures, changes to procurement statutes as relates to residency requirements, and then of course COVID, all as potential contributing factors. The WWDO will continue to monitor the situation with subsequent selections.

**7. Water Development Program Level I and Level II Planning Projects - Budgeting**

Deputy Director of Planning Barry Lawrence briefly explained the planning project budgeting process as being market driven with the winning consultant's cost estimate being used as the formal budget for the project. He then noted that the two state-sponsored projects were atypical with budgets for those projects being set by the WWDO. Specifically, the Critical Aging Irrigation Infrastructure Assessment, LI project has a $500,000 budget; and the Cloud Seeding: Operations Hydrological Assessment, Medicine Bow & Sierra Madre Mountain Ranges, Level II project has a $300,000 budget. These projects were approved as part of the 2022 Omnibus Water Bill – Planning.

**8. Planning Projects Contract Approval (D)**

Deputy Director of Planning Barry Lawrence introduced the Cloud Seeding: Operations Hydrological Assessment, Medicine Bow & Sierra Madre Mountain Ranges, Level II Study Contract. Discussion included the genesis for the project, the various tasks to be undertaken as part of the Scope of Work for the project, the involvement of the University of Wyoming, and use of the Cheyenne supercomputer.

The Select Water Committee moved to recommend approval of the Cloud Seeding: Operations Hydrological Assessment, Medicine Bow & Sierra Madre Mountain Ranges, Level II Study Contract with the National Center for Atmospheric Research (NCAR). The motion was seconded and carried unanimously.

**9. Planning Project Amendments (E)**

*Cokeville Groundwater Exploration Grant Project:*

Project Manager George Moser presented the Cokeville Groundwater Exploration Grant Amendment as a fund increase. DeMont Grandy from the Town of Cokeville and Todd Hurd of Forsgren Associates emphasized the importance of the Cokeville project. A brief discussion ensued.

A motion was made by the Select Water Committee to recommend approval of the proposed $34,755 increase to the Cokeville Groundwater Exploration grant. The motion was seconded and carried unanimously.

Secretary Liisa Anselmi-Dalton moved to approve the Cokeville Groundwater Exploration Grant Amendment. The motion was seconded by Commissioner Lee Craig; motion carried unanimously.

**10. Project Updates (F)**

Critical Aging Irrigation Infrastructure Assessment, Level I Study

Interim Director Jason Mead started by updating the Commission on some concerns the Select Water Committee (SWC) expressed during the review and recommendation of the Trihydro contract. The Interim Director discussed the magnitude of the effort and rationale behind the scope of services that would lead to a prioritized list of critical infrastructure and the development of reconnaissance level cost estimates. Discussion ensued.

Project Manager Chace Tavelli discussed a project introduction letter that had recently been sent out to the irrigation entities within the Office's database. The letter stated the need for the study and introduced Trihydro as the contracted consultant that would be reaching out via phone to discuss each entity's irrigation infrastructure. It also eludes to a series of statewide meetings to gather additional input and allow the public to become more familiar with the study.

Trihydro's Technical Advisor, Jay Schug, then provided a more comprehensive outline of the approach envisioned for the Critical Aging Irrigation Infrastructure Assessment, Level I study. Completion of this project is planned for December 2023.

LaPrele Dam

Colt Rodeman with the LaPrele Irrigation District was virtually present as Interim Jason Mead provided a brief update on the status of Federal funding for the LaPrele Dam reconstruction. The majority of the update focused on $1.39M of NRCS Watershed and Flood Prevention Operations Program funding the LaPrele ID was recently awarded to complete Watershed Planning/NEPA. The LaPrele ID is awaiting an official response from the Bureau of Reclamation Commissioner on Bipartisan Infrastructure Law funding before determining a path forward.

Alkali Creek Reservoir Design Funding Reallocation

John Joyce, Chairman of the Nowood River Watershed Improvement District, as well as Mark Donner and Derrick Thompson of Trihydro were introduced as Interim Director Jason Mead provided information on the reallocation of a portion of design funding to complete work necessary for an application to the Bureau of Reclamation's Small Storage Program, a newly established grant program authorized by the Bipartisan Infrastructure Law. Federal funding is available for up to 25% of eligible project costs, not to exceed $30M. The Federal funding could help offset escalating project construction costs and further leverage limited state funding. Interim Director Mead also discussed the likelihood of a recommendation at the upcoming November meeting for supplementary design funds to address a number of additional and out of scope work items experienced on the project of which the discretionary task is unable to handle.

GID Tunnel Rehabilitation 2022

Kevin Strecker, Manager of the Goshen Irrigation District (GID), and Marcus Krall of HDR were in attendance. Interim Director Jason Mead presented a letter the WWDO received

from GID stating a consensus to move forward with the sequential excavation method (SEM) of tunnel construction and requesting additional design funding. The estimate to complete design and bidding is now approximately $3.8M, up from the original appropriation of $2.35M. The letter also requests an allowance to move forward through 30% design with the currently appropriated design funds. Discussion followed.

The Gering-Fort Laramie Irrigation District does not anticipate needing funding. Therefore, Interim Director Mead suggested an amendment to the existing Goshen ID Tunnel Rehabilitation 2022 legislation that could be handled in the upcoming 2023 Omnibus water bill-construction. The amendment would in general modify legislation language to change the $2.35M appropriation to 67% grant, 33% loan in its entirety, with the intent of providing funding to GID for their 49% share of engineering analysis, design, permit procurement, project land procurement, and pre-construction engineering of the project.

The Select Water Committee moved to recommend to the Commission to utilize GID's 49% portion of the $2.35M appropriation to proceed with design, recognizing it will only take the project through 30% design completion. The modification of funding terms for the 51% portion of the $2.35M would then be addressed through recommendation and discussion at the November and December meetings, and eventually the 2023 Legislature to potentially fund the remainder of the design, bidding and award of the project. The motion was seconded; motion carried unanimously.

Commissioner Clinton Glick moved to accept the Select Water Committee's recommendation to utilize GID's 49% portion of the $2.35M appropriation to proceed with design, recognizing it will only take the project through 30% design completion. The motion was seconded by Vice-Chairman Ron Kailey, Jr. and carried unanimously.

Happy Valley Water Improvement and Service District (Amended to the agenda by Representative Simpson)

The Happy Valley Water Improvement and Service District and the Broken Wheel Ranch Improvement and Service District both thanked the Commission and the Committee for grants and projects awarded to them.

**11. State Engineer's Update**

State Engineer Brandon Gebhart provided an update for each component of the 5-point plan for the Colorado River Basin:

1. Seek amendment and reauthorization of the System Conservation Pilot Project legislation originally enacted in 2014. The amendment will provide for extension of the authorization and reporting periods to September 30, 2026, and September 30, 2027, respectively, and seek funding to support the program in the Upper Basin. Upon obtaining reauthorization, the necessary funding, and finalizing any required agreements, we intend to reactivate the program in the Upper Basin in 2023.

2. Commence development of a 2023 Drought Response Operations Plan (2023 Plan) in August 2022 with finalization in April 2023 consistent with the Drought Response

Operations Plan Framework (Framework). A 2023 Plan must meet all the requirements of the Drought Response Operations Agreement and the Framework. These requirements include, but are not limited to, determining the effectiveness of any potential releases from upstream Initial Units to protect critical elevations at Glen Canyon Dam, and ensuring that the benefits provided to Glen Canyon Dam facilities and operations are preserved.

3. Consider an Upper Basin Demand Management program as interstate and intrastate investigations are completed.

4. Implement, in cooperation with Reclamation, the Bipartisan Infrastructure Law for Upper Basin Drought Contingency Plan funding to accelerate enhanced measurement, monitoring, and reporting infrastructure to improve water management tools across the Upper Division States.

5. Continue strict water management and administration within the available annual water supply in the Upper Division States, including implementation and expansion of intrastate water conservation programs and regulation and enforcement under the doctrine of prior appropriation.

This plan has been submitted by Wyoming, Colorado, Utah, and New Mexico, through the UCRC, to the Commissioner of the Bureau of Reclamation. Discussion followed.

**12. Construction Project Closeout Memos (N)**

Bill Brewer, Deputy Director of Construction, provided an informative update for the following completed Level III Construction Projects:

- Casper CY Booster Station
- Douglas Spring 2011
- Casper Zone II 2015
- Glenrock Transmission Pipeline 2018
- Lakeview Carter Creek Siphon Spillway 2019
- Lovell Moncur Lateral Rehabilitation 2019
- Lower Nowood Rural Water Supply

**13. Construction Contingency Account Requests**

There were no construction contingency account requests requiring action.

**14. Potential Level III Amendments Discussion**

To prepare the Commission and Committee for the November's legislation, Bill Brewer brought attention to the following projections:

- 12-16 Account I projects may require between $18-$24 million in amendment requests.
- 3-7 Account II projects may require between $1.3-$3.1 million in amendment requests.

- There is 1 Account III project – this is the same project from May of 2021, potentially requiring the approval of between $20-$30 million via an amendment request.

The Construction Division is creating a priority ranking plan in the event of insufficient funds for either construction amendments or new construction projects. Projects ready for bid will be ranked as top priority.

**15. Intended Use Plan (H)**

Project Manager Jennifer Russell presented the Wyoming Drinking Water State Revolving Fund (DWSRF) FY2023 Intended Use Plan (IUP), which outlines how the State will use the DWSRF to meet the 1996 Safe Drinking Water Act (SDWA) objectives and further the protection of public health. The IUP contains the following elements:

1. Priority List of Drinking Water Projects
2. Criteria and Method for Distribution of Funds
3. DWSRF Financial Status
4. Additional Subsidization
5. Green Project Reserve
6. Short- and Long-term Goals of the Program
7. Description of Set-Aside Accounts and Activities

There were 124 ARPA Water and Sewer funding applications received by the Office of State Lands and Investments, totaling approximately $258 million in new requests.

The Select Water Committee moved approval of the FY2023 Intended Use Plan as presented. The motion was seconded and carried unanimously.

**16. Discussion**

There were no additional items for further discussion.

**17. Future Meetings Schedule**

Interim Director Jason Mead proposed the dates of December 5th and 6th for the Commission Workshop and Meeting, and December 7th for the Select Water Committee Meeting. The proposed dates were adopted by the Commission and Committee. The respective meetings will be held in Cheyenne – both agendas will include the review of the draft Omnibus Water Bills.

**18. Adjourn**

Secretary Liisa Anselmi-Dalton motioned to adjourn the meeting for the Water Development Commission at 5:49 p.m. Vice-Chairman Ron Kailey, Jr. seconded the motion; motion carried unanimously.

Respectfully submitted,

Liisa Anselmi-Dalton, Secretary

ITEM #5: (B)

# 2023 PLANNING PROJECTS CONSULTANT SELECTION APPROVAL

# 2022 WWDC CONSULTANT INTERVIEW SCHEDULE

## TUESDAY, OCTOBER 4TH

**7:30 AM** — **Sponsor Briefing**, Capitol Extension Rm #5

| | Glendo Water MP | Newcastle Water MP | Orchard Valley Water MP | Casper Alcova ID MP | |
|---|---|---|---|---|---|
| Room: | Capitol Extension Rm #2 | Capitol Extension Rm #3 | Capitol Extension Rm #4 | Capitol Extension Rm #5 | |
| **8:00 AM** | **Sunrise Engineering** | **Inberg-Miller Engineers** | **AVI** | **WWC Engineering** | |
| **9:00 AM** | **AVI** | **WWC Engineering** | **Y2 Consultants** | **Western Heritage** | |
| **10:00 AM** | **Baker & Associates** | | | | **Commissioner** |
| Team: | | | | | **Open** |
| Project Manager | Moser | Clarey | Gondzar | Smith | |
| Commissioner 1 | Anselmi-Dalton | Glick | Kailey | Lawson | Craig |
| Commissioner 2 | Choma | Suchor | Kot | Little | |
| Advisor | Mallo | Russell | Tavelli | Robertson | |
| Sponsor | Dan Dugdale | Greg Stumpff\Pam Gualtieri | Kevin Scott | Drew James | |

**12:30 PM** — **Sponsor Briefing**, Capitol Extension Rm #5

| | Wardwell Water MP | GR-RS-SC Eastside Zone | Shoshoni GW Supply | Ranchester Water MP | |
|---|---|---|---|---|---|
| Room: | Capitol Extension Rm #2 | Capitol Extension Rm #3 | Capitol Extension Rm #4 | Capitol Extension Rm #5 | |
| **1:00 PM** | **Forsgren Associates** | **Sunrise Engineering** | | **Engineering Associates** | |
| **2:00 PM** | **HDR** | | | **DOWL** | |
| **3:00 PM** | **Inberg-Miller Engineers** | | **James Gores & Assoc** | **Forsgren Associates** | **Commissioner** |
| Team: | | | | | **Open** |
| Project Manager | Moser | Clarey | Clarey | Smith | |
| Commissioner 1 | Kailey | Anselmi-Dalton | Lawson | Little | Craig |
| Commissioner 2 | Choma | Kot | Glick | Suchor | |
| Advisor | Pavlica | Tavelli | Mallo | Kaiser | |
| Sponsor | Brian Boettcher | Paul Kauchich | Joel Highsmith | Will Newbold | |

## WEDNESDAY, OCTOBER 5TH

**8:30 AM** — **Sponsor Briefing**, Capitol Extension Rm #5

| | CWRWS Well Field Study | Cody Canal Rehabilitation | Sidon ID Master Plan | Goshen ID Master Plan | |
|---|---|---|---|---|---|
| Room: | Capitol Extension Rm #2 | Capitol Extension Rm #3 | Capitol Extension Rm #4 | Capitol Extension Rm #5 | |
| **9:00 AM** | **Engineering Associates** | **Sage Civil Engineering** | **J-U-B Engineers, Inc.** | **Western Heritage** | |
| **10:00 AM** | | | | **HDR** | |
| | | | | | **Commissioner** |
| Team: | | | | | **Open** |
| Project Manager | Moser | Robertson | Jones | Smith | |
| Commissioner 1 | Lawson | Craig | Anselmi-Dalton | Kailey | Choma |
| Commissioner 2 | Suchor | Kot | Glick | Little | |
| Advisor | Brewer | Kaiser | Russell | Brich | |
| Sponsor | Bruce Martin | Jerry Bales | Brent Rageth | Kevin Strecker | |

**12:30 PM** — **Sponsor Briefing**, Capitol Extension Rm #5

| | GVID Upper Sunshine | Lakeview ID Rehabilitation | Tillard Canal Master Plan | Willwood ID Rehabilitation | |
|---|---|---|---|---|---|
| Room: | Capitol Extension Rm #2 | Capitol Extension Rm #3 | Capitol Extension Rm #4 | Capitol Extension Rm #5 | |
| **1:00 PM** | **Stantec Consulting** | **Engineering Associates** | **J-U-B Engineers, Inc.** | **WWC Engineering** | |
| **2:00 PM** | | | **Western Heritage** | **J-U-B Engineers, Inc.** | |
| | | | | | **Commissioner** |
| Team: | | | | | **Open** |
| Project Manager | Linch | Robertson | Jones | Tavelli | |
| Commissioner 1 | Choma | Craig | Anselmi-Dalton | Kailey | Lawson |
| Commissioner 2 | Suchor | Kot | Glick | Little | |
| Advisor | Russell | Smith | Gondzar | Pavlica | |
| Sponsor | Melissa Leonhardt | JD Radakovich | Cole Hill/Chuck Valceshini | Travis Moger | |

# PLANNING CLOSEOUT MEMOS

# 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: **Gillette Water System Improvements**
LEVEL: II
SPONSOR: City of Gillette
LOCATION: Gillette, Wyoming
PROGRAM: New Development
PROJECT MGR: Jay Smith/Chace Tavelli (early)
WWDC MTG DATE: October 6, 2022

AUTHORIZING LEGISLATION:

| Purpose | Chapter | Session | Account | Appropriation | Due Date |
|---|---|---|---|---|---|
| Level II | 11 | 2021 | I | $150,000 | 2024 |

CURRENT CONTRACT:
Consultant: Morrison-Maierle, Inc.

| Contract Number | Executed | Original Contract Amount | Final Contract Amount | Contract Savings Amount | Expiration Date |
|---|---|---|---|---|---|
| 029CM0090092 | 4-9-21 | $149,048 | $147,948 | $1,100 | 6-30-23 |

PROJECT DESCRIPTION:
The City of Gillette is located in Campbell County and resides within the Powder River Basin. The City has a population of 31,903 people and they are served through 10,953 taps within the service area and 13 taps outside of the service area. The water system is supplied with groundwater from 28 wells completed into the Madison Limestone, Fox Hills Sandstone, and Fort Union Formation. Water storage includes raw water in 2 tanks with a total capacity of 1.9 million gallons and treated water in 10 tanks with a total capacity of 23.3 million gallons. A 42-mile transmission pipeline system (30" & 42" pipelines) transfers water from the Madison Well Field to Gillette. The Gillette water system is a regionalized system that serves several adjacent water systems and users. The City of Gillette serves three pressure zones within its water system, in addition to regional water service provided to surrounding water districts at a variety of different elevations.

The City of Gillette submitted an application in 2020 for a Level II feasibility study to evaluate and investigate changes in water storage, improvements to pump station operation, and incorporation of the wells and storage of the Antelope Valley water system into the City's water system. The Level II study was subsequently funded by the Legislature in 2021 with an appropriation of $150,000. The study commenced in April 2021. The final report was submitted August 2022 and the final contract deliverables/final invoice/affidavit were received in September 2022.

PROJECT FINDINGS/RECOMMENDATIONS:
The following tank sites were recommended for the City of Gillette water system:

- Cost Estimate ~$6,089,750; Antelope Valley Site:
- Cost Estimate ~$5,460,000; Southern Drive Site;
- Cost Estimate ~$6,800,000; People's Improvement District Site:
- Cost Estimate ~$5,300,000; Hidden Valley Site:
- Cost Estimate ~$6,960,000; Red Hills Site:
- Two Sites (Southern Drive and Hidden Valley) contain existing infrastructure and this reduces associated costs.
- The recommended tank types to be installed based on the sizes needed are welded steel or concrete. With rising costs in steel and labor, bidding multiple tank types against each other may likely be the most cost-effective approach.
- Concrete floors are recommended for all sites.
- Given that the capital costs calculated in this study are estimates and subject to change over the project development and construction time period, it was recommended that the preferred tank type be bid as the Base Bid and that an Alternate Bid be allowed for alternate tank materials. This will allow the City to compare and evaluate actual bid prices, especially during times of significant and often unpredictable materials cost fluctuations as we are currently experiencing.
- Submersible mixers were recommended because of the simplicity, ease of maintenance and access, minimal power requirements, and lower initial cost as compared to floating mixers. Submersible mixers are also easier to move or reposition if needed to improve performance.

The costs range from approximately $5.3 million to $6.96 million for the 5 sites identified in the Level II study with the two recommended sites ranging from $5.3 million to $5.46 million.

PUBLIC REPORT PRESENTATION HEARING: Y

| Date | Location | City/Town |
|---|---|---|
| 8-15-22 | Gillette City Hall, 201 E 5th St | Gillette |

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:
Final Report: http://library.wrds.uwyo.edu/wwdcrept/Gillette/Gillette-Water_System_Improvements_Level_II-Final_Report-2022.html
Executive Summary: http://library.wrds.uwyo.edu/wwdcrept/Gillette/Gillette-Water_System_Improvements_Level_II-Executive_Summary-2022.html

WWDO RECOMMENDATION:
The WWDO recommends proceeding to the next Level of project development upon submittal of an appropriate funding application by the Sponsor.

WWDC PROPOSED MOTION:

I move acceptance of the Gillette Water System Improvements, Level II project report as being complete and further, the WWDC makes the following findings relative to this project:

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

2. Based on the findings in the final report, the project is determined to be in the public interest.

3. The project functions and services cannot realistically be provided by any person, association or corporation engaged in private enterprise.

# 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: **Lake DeSmet/Healy Reservoir Utilization**
LEVEL: II
SPONSOR: State of Wyoming
LOCATION: Sheridan and Johnson Counties
PROGRAM: Dams and Reservoirs
PROJECT MGR: Andrew Linch
WWDC MTG DATE: October 6, 2022

AUTHORIZING LEGISLATION:

| Purpose | Chapter | Session | Account | Appropriation | Due Date |
|---|---|---|---|---|---|
| Level II | 105 | 2019 | I | $268,000 | 2022 |

CURRENT CONTRACT:

Consultant
Engineering Associates

| Contract Number | Executed | Original Contract Amount | Final Contract Amount | Contract Savings Amount | Expiration Date |
|---|---|---|---|---|---|
| 05SC0297836 | 3-25-19 | $268,000 | $227,085.49 | $40,914.51 | 6-30-22 |

PROJECT DESCRIPTION:

On June 26, 2018, the State of Wyoming purchased certain water assets in Lake DeSmet (owned by Johnson County) and Healy Reservoir from Sasol Synfuels. The assets are as listed:

- Three storage water right permits in Lake DeSmet totaling 62,199 AF
  - Permit 7533R with a priority date of 8-16-39 and a volume of 11,640 AF
  - Permit 7289R with a priority date of 4-15-57 and a volume of 36,834 AF
  - Permit 7290R with a priority date of 10-14-57 and a volume of 13,725 AF
- Reservoir supply permits to supply water to Lake DeSmet from Rock Creek, French Creek, and Clear Creek (Permits 22930, 22929, and 22928 respectively)
- Clear Creek diversion dam (8729R - diverts water into Healy Reservoir)
- Healy Reservoir with a storage volume of 5,140 AF (7289R)
- Clear Creek water supply system consisting of 6.7 miles of 66” diameter pipeline and pumping facilities located at Healy Reservoir
- Inlet/outlet structure located on the south dike of Lake DeSmet

In 2019, an appropriation for $268,000 was granted by the Legislature to complete a Level II Feasibility study to examine the potential for utilizing the newly acquired assets and to modify infrastructure that could result in operational efficiencies and expanded use.

Along with the purchase of Healy reservoir came an obligation to deliver ~2,100 AF of irrigation water to legacy shareholders on Clear Creek via two 100 HP electric pumps. The study developed numerous alternatives to deliver water via gravity in lieu of continuing to maintain and pay electrical costs on the existing pump system. Field data was gathered, preliminary plans were developed, and cost estimates compared on a life cycle basis to determine the most cost-effective means to continue to meet these legacy obligations and deliver additional water, under future contracts, as needed.

The other objective of the study was to look at ways to utilize Lake DeSmet water in the Tongue River Basin (Sheridan, WY area). The main focus was on replacing out of priority diversions by Wyoming water users while a Montana call was in place. Although the recent Montana v. Wyoming case was settled with a monetary sum, the Special Master's report on the case indicated that a water award from the State of Wyoming could have been an acceptable means of compensation for the injury claimed by Montana in the suit. The study compared alternatives to obtain water for this purpose which included exchange agreements on upper Piney Creek, pumping water from Lake DeSmet, and leasing water from the Northern Cheyenne Tribe. Information from previous studies was also utilized and expanded upon to include the City of Sheridan's interest in Lake DeSmet as a future municipal water supply. Preliminary designs and costs estimates were developed for the alternatives and are summarized in the next section.

PROJECT FINDINGS/RECOMMENDATIONS:

The four basic alternatives evaluated for improving release efficiency from Healy reservoir are shown in the table below.

| Healy Optimization Alternatives | Capital Cost | Present Worth Comparison |
|---|---|---|
| Gravity outlet pipe at northwest corner of reservoir | $3.6 – $4.6 M | $4.9 – $4.1 M |
| | | |
| Gravity outlet pipe from existing pump house | $1.6 – $2.3 M | $3.3 – $3.2 M |
| | | |
| Replace with more efficient pumps | $0.7 M | $1.9 M |
| | | |
| Continue using existing pumps | $0 | $1.6 M |

The four basic alternatives evaluated to utilize Lake DeSmet water in the Tongue River Basin are shown in the table below.

| Utilization of Lake DeSmet Water | Project Cost | $/AF |
|---|---|---|
| Pump station and pipeline to deliver raw water from Lake DeSmet to the Tongue River Basin | $37.5 – $52.7 M | $6,682 – $5,437 |
| | | |
| Deliver water to Tongue River Basin via gravity | $180 – $259 M | $32,000 – $26,731 |
| | | |
| Lease from Northern Cheyenne Tribe in Tongue River Reservoir with readiness-to-serve and delivery fee | $5/AF/yr | $50/AF/yr |
| | | |
| Pump station, water treatment plant, and pipelines to deliver raw water and treated water to the Sheridan Area | $92 – $127 M | N/A |

As stated above, exchange agreements on upper Piney Creek were also evaluated to utilize Lake DeSmet water in the Tongue River Basin. However, it was determined there is insufficient existing water available high in the Piney Creek drainage to provide for an exchange agreement with Lake DeSmet water and allow gravity delivery to the Tongue River Basin. There are several existing trans-basin diversions in this area that bring Piney Creek water into the Little Goose basin, but a water rights and topography analysis revealed there is little potential for additional storage or enlargement of these diversions. Therefore, this alternative was determined to be infeasible.

PUBLIC REPORT PRESENTATION HEARING: N

| Date | Location | City/Town |
|---|---|---|
| 6-9-22 | Johnson County Public Library | Buffalo, WY |

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:
Final Report:
http://library.wrds.uwyo.edu/wwdcrept/Lake_DeSmet/Lake_DeSmet_Healy-Reservoir_Utilization_Level_II_Study-Final_Report-2022.html

Executive Summary:
http://library.wrds.uwyo.edu/wwdcrept/Lake_DeSmet/Lake_DeSmet_Healy-Reservoir_Utilization_Level_II_Study-Executive_Summary-2022.html

WWDO RECOMMENDATION:
All contract requirements have been met. Therefore, the WWDO recommends acceptance of the Final Report.

The Lake DeSmet/Healy Reservoir Utilization, Level II study provided an analysis of the various alternatives to utilize the State's newly acquired water rights in Lake DeSmet in the Tongue River Basin and looked at ways to deliver legacy shareholder water from Healy Reservoir more cost effectively.

Due to the SCOTUS' Judgement and Decree, there is the possibility that a number of Wyoming water users with post-1950 rights will be detrimentally affected when Montana issues a call on the Tongue River in order to fill Tongue River Reservoir. Depending on future weather patterns and runoff quantities, there could come a time when additional water in the Tongue River Basin would be relevant and invaluable. Therefore, the Office recommends the WWDC keep the information from this study at hand as a decision support tool when the need arises. This study has also provided another perspective when considering municipal use of Lake DeSmet water in the Sheridan area.

Since 2018 the Office has been operating and maintaining Healy Reservoir and the associated diversion dam. These facilities were built in the mid-1970's and certain components are nearing the end of their design life so it is important to plan for future maintenance and replacement costs. The preliminary designs and life cycle cost analysis from this study should be used by the Office to support operations and maintenance budget planning for Healy Reservoir so the State can continue to meet the legacy shareholder delivery obligations on Clear Creek.

WWDC PROPOSED MOTION:

I move acceptance of the Lake DeSmet/Healy Reservoir Utilization Level II project report as being complete and further, the WWDC makes the following findings relative to this project:

1. That the Commission recommend:

   The Office coordinate with the municipal and agricultural water users in the Tongue River Basin, the State Engineer's Office, Governor's Office, and the State of Montana to continue to evaluate the quantity, timing, interest, and need for replacing out of priority diversions by Wyoming water users in the event of a Montana call and/or other uses in the Sheridan area.

   - The Office utilize the information provided in this study as a decision support tool for the operation and maintenance of Healy Reservoir.

# FINAL PROJECT CLOSEOUT SUMMARY FOR GROUND WATER EXPLORATION GRANT 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: **Town of Jackson, Well 9**
SPONSOR: Town of Jackson
LOCATION: Jackson, Wyoming
PROGRAM: New Development – Ground Water Exploration Grant
PROJECT MGR: George Moser, P.G.
WWDC MTG DATE: October 6, 2022

| Account | Grant (75%) | Date WWDC Approved |
|---|---|---|
| I – Ground Water Exploration Grant | $101,250 | September 8, 2020 |

CURRENT CONTRACT: #05SC0298679
Between WWDC and Town of Jackson

Consultants:
Nelson Engineering
Jackson, WY

Stantec
Fort Collins, CO

Contractor:
Thomas Drilling
Afton, WY

| Original Project Estimate | Original Grant Award | Final Grant Amount | Contract Savings | Total Project Costs | Sponsor Share of Expense |
|---|---|---|---|---|---|
| $135,000 | $101,250 | $101,250 | $0 | $411,337.91 | $310,087.91 |

PROJECT DESCRIPTION:
The grant funds were for drilling, completion and testing of a new municipal water supply well to supplement the existing supply.

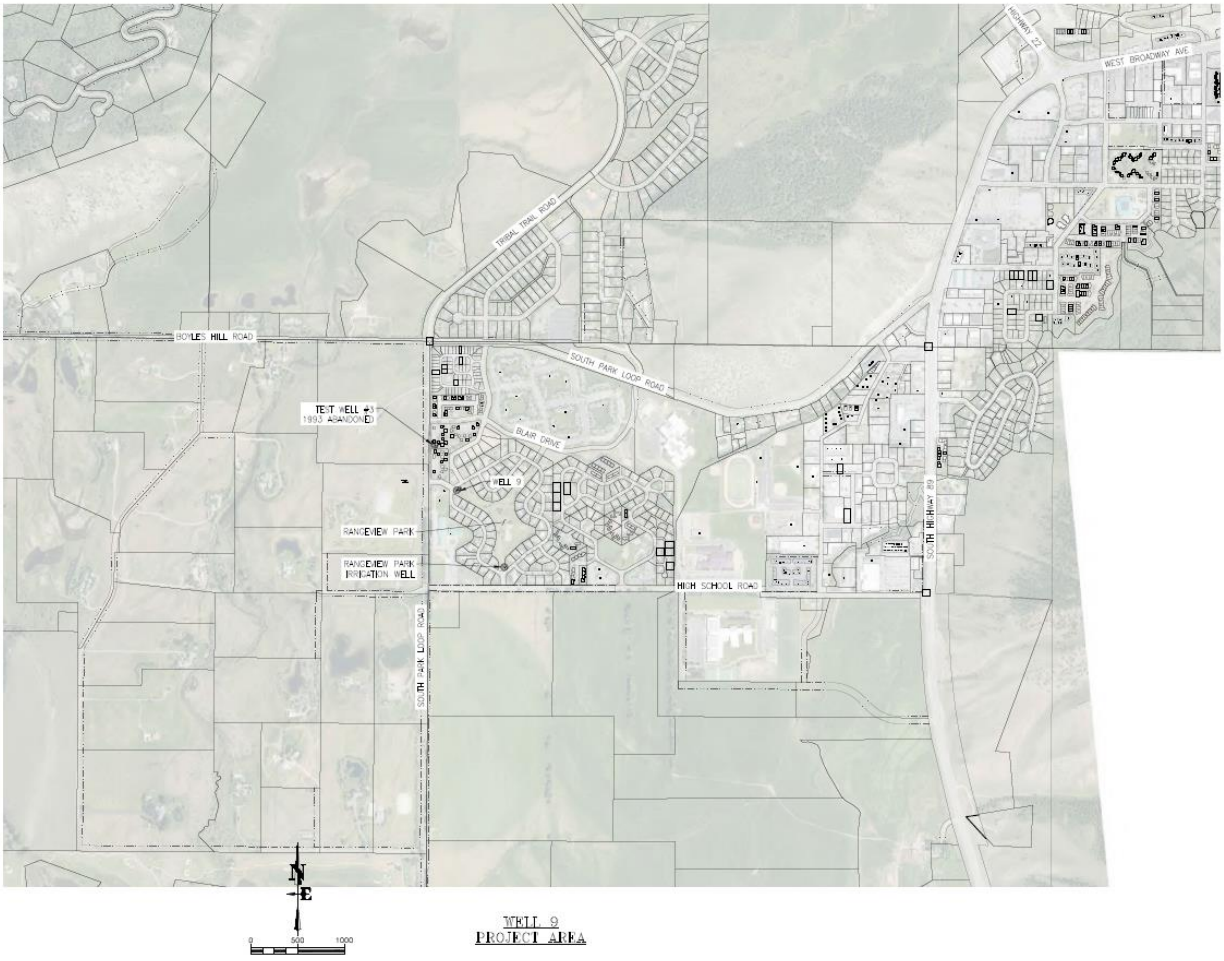
PROJECT FINDINGS/RECOMMENDATIONS:
A 6-inch test well was drilled at Rangeview Park in November 2021. The well was drilled to 107-feet below ground surface and encountered deposits typical of the local Snake River alluvial aquifer. While elevated concentrations of iron and manganese were identified as initial concerns, preliminary water quality samples from the test hole indicated favorable conditions for installing a production well.

The production well was installed at the same location as the test well in April 2022. The well was completed with 16-inch production casing to a final depth of 102 feet below ground surface. Following well-development activities, the well was pumped at rates up to approximately 1,800 gallons per minute. Based on pump testing, the well appears to operate efficiently, and is capable of producing at rates in excess of 1,700 gpm.

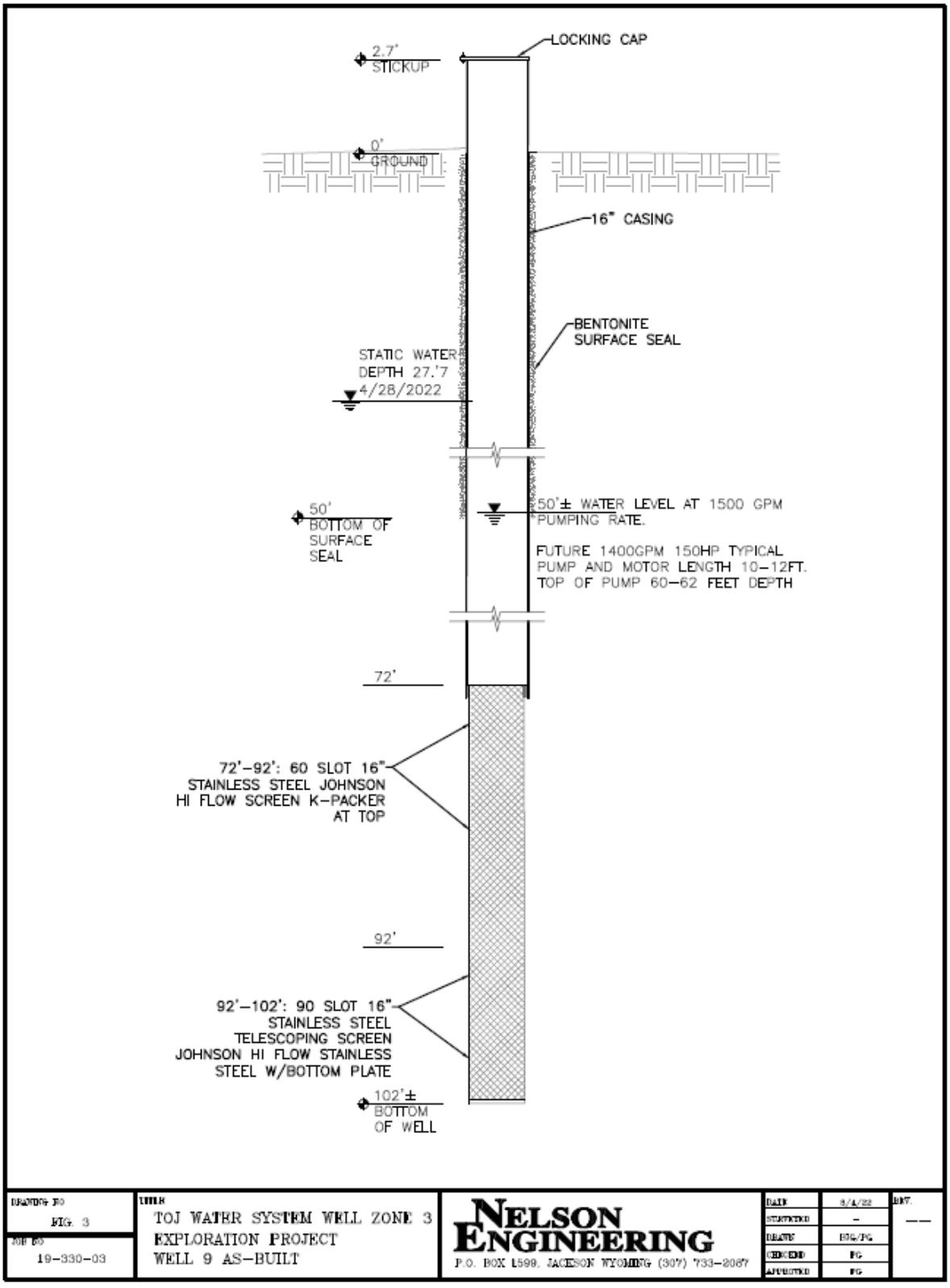
The project Report was completed in August 2022 and concluded that the Snake River alluvial aquifer is highly permeable at the location, and is capable of supporting high flow rate wells. In addition, the new well meets all primary drinking water standards, with no detectable concentrations of iron and/or manganese.

In addition, the Report recommended that the Town of Jackson proceed with securing appropriate State Engineer's Office water rights and Wyoming DEQ/WQD permits. The Report recommends that construction work proceed to install pumping equipment and transmission piping in order to put the well in service. In addition, the Report recommends installing on-site treatment to address anerobic bacteria concerns.

WELL LOCATION MAP:



AS-BUILT DIAGRAM:



FINAL REPORT ONLINE:
http://library.wrds.uwyo.edu/wwdcrept/Jackson/Jackson-Well_9_Groundwater_Exploration_Project_for_the_Town_of_Jackson-Final_Report-2022.html

WWDO RECOMMENDATION

The WWDO advises that final completion of the project is achieved and recommends acceptance of final report submittals.

WWDC PROPOSED MOTION:

I move acceptance of the Town of Jackson, Well 9, Ground Water Exploration Grant project as being complete.

# PLANNING CONTRACT AMENDMENTS

THE STATE OF WYOMING
Water Development Office
6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002

# MEMORANDUM

**DATE:** September 20, 2022

**TO:** Wyoming Water Development Commission

**FROM:** Jason Mead P.E., Dam & Reservoir Division

**SUBJECT:** Amendment Seven to Clear Creek Storage Study, Level II, Phase II Contract

This memo serves as an explanation for Amendment Seven to the Clear Creek Storage Study, Level II, Phase II. This contract amendment extends the contract expiration date with Stantec Consulting Services Inc. from December 31, 2022 through December 31, 2024.

The Clear Creek Conservation District received funding to continue the Clear Creek Storage, Level II Study to further consider the Bull Creek Reservoir site and alternatives to said site. Upon analysis, the Upper Bull Creek Reservoir site has been determined to be the preferred alternative based on technical feasibility and ability to permit. The remaining funding will be utilized to further develop the project and its beneficiaries, potentially including ownership, operation and maintenance plans; beneficiary/stakeholder meetings; and field work as needed.

The Project appropriation was extended in the 2021 Omnibus Water Bill – Planning and will allow the Upper Bull Creek Reservoir alternative to be thoroughly developed and prepared for the scrutiny of the National Environmental Policy Act (NEPA) review process, thereby minimizing potential delays in project completion. Furthermore, recent Federal Legislation could help provide funding for the project, which has been the major hurdle in the project moving forward.

In short, Amendment Seven to the Project serves to allow Stantec Consulting Services Inc. to continue working with project beneficiaries to refine project details and potentially aid in a federal funding application.

Encl.,
Amendment Seven to Consultant Contract for Services No. 05SC0294555
Clear Creek Storage Study, Level II, Phase II

# AMENDMENT SEVEN TO CONSULTANT CONTRACT FOR SERVICES NO. 05SC0294555 CLEAR CREEK STORAGE STUDY, LEVEL II, PHASE II BETWEEN WYOMING WATER DEVELOPMENT COMMISSION AND STANTEC CONSULTING SERVICES INC.

**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 Stantec Consulting Services Inc. [Consultant], whose address is: 370 Interlocken Blvd, Suite 300, Broomfield, CO 80021.

**2.** **Purpose of Amendment.** This Amendment shall constitute the seventh amendment to the Contract between the Commission and the Consultant. The purpose of this Amendment is to extend the term of the Contract through December 31, 2024.

The original Contract, dated June 6, 2011, required the Consultant to render certain technical or professional services to explore storage opportunities in the Clear Creek Watershed for a total Contract amount of two hundred forty-six thousand, eight hundred ninety-two dollars ($246,892.00) with an expiration date of December 31, 2012.

Amendment One, dated June 11, 2012, extended the Contract expiration date from December 31, 2012 to March 31, 2013.

Amendment Two, dated March 8, 2013, amended the Contract to acknowledge the purchase of States West Water Resources Corporation by Wenck Associates, Inc. and to add Phase II tasks to further refine storage site feasibility, increasing the total Contract amount by three hundred fifty thousand dollars ($350,000.00) from two hundred forty-six thousand, eight hundred ninety-two dollars ($246,892.00) to five hundred ninety-six thousand, eight hundred ninety-two dollars ($596,892.00), to amend Exhibit B Hourly Rate and Reimbursable Expenses Price Schedule, and extended the Contract expiration date from March 31, 2013 to March 31, 2015.

Amendment Three, dated March 20, 2015, amended the Contract to supplement existing tasks and add additional Phase II tasks, increasing the total Contract amount by five hundred forty-six thousand, seven hundred dollars ($546,700.00), from five hundred ninety-six thousand, eight hundred ninety-two dollars ($596,892.00) to one million, one hundred forty-three thousand, five hundred ninety-two dollars ($1,143,592.00), to amend Exhibit B Hourly Rate and Reimbursable Expenses Price Schedule, and extended the Contract expiration date from March 31, 2015 to March 31, 2017.

Amendment Four, dated March 13, 2017, extended the Contract expiration date from March 31, 2017 through June 30, 2019.

Amendment Five, dated May 20, 2019, extended the Contract expiration date from June 30, 2019 through June 30, 2021.

Amendment Six, dated March 22, 2021, extended the Contract expiration date from June 30, 2021 through December 31, 2022; and acknowledged the acquisition of Wenck Associates, Inc. by Stantec Consulting Services Inc.

**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 Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule or regulation.

**4.** **Amendments.**

**A.** The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

"The term of this Contract is from June 6, 2011 through December 31, 2024."

**5.** **Amended Responsibilities of the Consultant.**

Responsibilities of the Consultant 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 Contract, and any previous amendments, between the Commission and the Consultant, 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 Consultant 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 Contract.** The Original Contract, consisting of twelve (12) pages; Attachment A, consisting of fourteen (14) pages; Attachment B, consisting of one (1) page; Amendment One, consisting of two (2) pages; Amendment Two, consisting of eleven (11) pages; Amendment Three, consisting of nine (9) pages; Amendment Four, consisting of three (3) pages; Amendment Five, consisting of three (3) pages; Amendment Six, consisting of four (4) pages and this Amendment Seven, consisting of four (4) pages, represent the entire and integrated Contract 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. § 9-2-3204(b)(iv).

**WYOMING WATER DEVELOPMENT COMMISSION:**

_____ _____
Mark Kot, Chairman Date

_____ _____
Liisa Anselmi-Dalton, Secretary Date

**STANTEC CONSULTING SERVICES INC.:**

_____ _____
Dylan Wade, P.E., Associate Date
Employer Identification Number: 11-2167170

**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:** September 20, 2022

**TO:** Wyoming Water Development Commission

**FROM:** Jason Mead P.E., Dam & Reservoir Division

**SUBJECT:** Amendment Two to Leavitt Reservoir Expansion Permitting Liaison Contract

This memo is to serve as an explanation for Amendment Two to the Leavitt Reservoir Expansion Permitting Liaison Contract. The amendment extends the current contract expiration date with Stantec Consulting Services Inc. from December 31, 2022 through December 31, 2024.

Wenck Associates, Inc. was initially brought under contract with the WWDC to perform the Level II feasibility analysis of building water storage within the Shell Valley Watershed. Once the Leavitt Reservoir Expansion project was identified as the preferred alternative, the Consultant's contract was extended to provide support through Level II, Phase III permitting. The Consultant has completed work as requested and as instructed by the Office. Work to date has revolved mostly around addressing deficiencies and data gaps, identified by the BLM, during NEPA compliance. Examples have included modifications to the hydrologic model, providing information and developing language for the draft EIS, collecting and analyzing water quality samples, additional cultural and paleontological resource surveys, supplemental aquatic resource inventory, non-wetland woody riparian mapping and a Utes ladies'-tresses survey. Though the final EIS has been published and Records of Decision provided in October of 2019, similar efforts have continued. For instance, the EIS concluded that an adaptive management approach was warranted to ensure compliance with the Clean Water Act provisions under Section 401. The resulting adaptive management plan required baseline water quality sampling and reporting as part of a step-wise process to determine whether any identified future adverse surface water quality impacts are caused by the Project. Stantec Consulting Services Inc. and the South Big Horn Conservation District were utilized to help complete this effort.

In short, Amendment Two serves to extend the current contract expiration date with Stantec Consulting Services Inc. to allow the Office and Sponsor to address permitting stipulations and possible opportunities that could present themselves in advance of construction.

Encl.,
Amendment Two to Consultant Contract for Services No. 05SC0294167A
Leavitt Reservoir Expansion Permitting Liaison

# AMENDMENT TWO TO CONSULTANT CONTRACT FOR SERVICES NO. 05SC0294167A LEAVITT RESERVOIR EXPANSION PERMITTING LIAISON BETWEEN WYOMING WATER DEVELOPMENT COMMISSION AND STANTEC CONSULTING SERVICES INC.

**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 Stantec Consulting Services Inc. [Consultant], whose address is: 370 Interlocken Blvd, Suite 300, Broomfield, CO 80021.

**2.** **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Contract between the Commission and the Consultant. The purpose of this Amendment is to extend the term of the Contract through December 31, 2024.

The original Contract, dated June 15, 2020, required the Consultant to render certain technical or professional services for a total Contract amount of fifty-six thousand, seven hundred forty-four dollars and three cents ($56,744.03) with an expiration date of June 30, 2021.

Amendment One, dated April 7, 2021, amended the original Contract to: a) increase the total Contract dollar amount by seventy-five thousand dollars ($75,000.00) to one hundred thirty-one thousand, seven hundred forty-four dollars and three cents ($131,744.03); b) extend the term of the Contract through December 31, 2022; and c) to acknowledge the acquisition of Wenck Associates, Inc. by Stantec Consulting Services Inc.

**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 Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule or regulation.

**4.** **Amendments.**

**A.** The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

"The Performance Period of the Contract is from April 1, 2020 through December 31, 2024."

**5.** **Amended Responsibilities of the Consultant.**

Responsibilities of the Consultant 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 Contract, and any previous amendments, between the Commission and the Consultant, 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 Consultant 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 Contract.** The Original Contract, consisting of fourteen (14) pages; Attachment A, consisting of seven (7) pages; Attachment B, consisting of one (1) page; Amendment One, consisting of four (4) pages; and this Amendment Two, consisting of three (3) pages, represent the entire and integrated Contract 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. § 9-2-3204(b)(iv).

**WYOMING WATER DEVELOPMENT COMMISSION:**

_____ _____
Mark Kot, Chairman Date

_____ _____
Liisa Anselmi-Dalton, Secretary Date

**STANTEC CONSULTING SERVICES INC.:**

_____ _____
Dylan Wade, P.E., Associate Date
Employer Identification Number: 11-2167170

**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:** September 20, 2022

**TO:** Wyoming Water Development Commission

**FROM:** Jason Mead P.E., Dam & Reservoir Division

**SUBJECT:** Amendment Eight to Little Snake Supplemental Storage, Level II Contract

This memo is to serve as an explanation for Amendment Eight to the Little Snake Supplemental Storage, Level II Study. The amendment extends the current contract expiration date with Stantec Consulting Services Inc. from December 31, 2022 through December 31, 2025.

In 2013, an appropriation was granted by the Wyoming Legislature to complete water quality analysis, update hydrologic modeling with temporary stream gauging, procure NEPA liaison services, and complete permitting and final design. Hydrologic modeling was updated and refined with additional data. A series of water quality and sediment samples were collected and analyzed, compared against historic water quality data, as well as discussed at length with WYDEQ. The 2013 appropriation not obligated by contract (approx. $6.22M) reverted to Water Development Account III in 2016 and was subsequently re-appropriated in 2017. In late 2017, a Level II, Phase II feasibility study was compiled.

In 2019, the Savery-Little Snake River Water Conservancy District and the Pothook Water Conservancy District jointly applied for financial assistance through the NRCS PL-566 program. A 50% grant in the amount of $1.25M was awarded for watershed planning and NEPA.

In short, this amendment extends the current contract expiration date with Stantec Consulting Services Inc. to provide NEPA liaison and environmental services for the Project. As further details are determined through federal agency coordination, it may be necessary to add scope and budget to the contract.

Encl.,
Amendment Eight to Consultant Contract for Services No. 05SC0293566
Little Snake Supplemental Storage, Level II

# AMENDMENT EIGHT TO CONSULTANT CONTRACT FOR SERVICES NO. 05SC0293566 LITTLE SNAKE SUPPLEMENTAL STORAGE, LEVEL II STUDY BETWEEN WYOMING WATER DEVELOPMENT COMMISSION AND STANTEC CONSULTING SERVICES INC.

**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 Stantec Consulting Services Inc. [Consultant], whose address is: 370 Interlocken Blvd, Suite 300, Broomfield, CO 80021.

**2.** **Purpose of Amendment.** This Amendment shall constitute the eighth amendment to the Contract between the Commission and the Consultant. The purpose of this Amendment is to extend the term of the Contract through December 31, 2025.

The original Contract, dated June 9, 2008, required the Consultant to perform a Level II study for the Savery-Little Snake River Water Conservancy District, identifying storable flow, demand and shortages, and providing detail on identified reservoir sites for a total Contract amount of two hundred forty-eight thousand, seven hundred sixty dollars ($248,760.00) with an expiration date of December 31, 2010.

Amendment One, dated March 9, 2010, amended the original Contract to: a) add an additional Phase II scope of services; b) increase the total Contract dollar amount by two hundred sixty-seven thousand, seven hundred fifty-one dollars ($267,751.00) to five hundred sixteen thousand, five hundred eleven dollars ($516,511.00); and c) extend the term of the Contract through December 31, 2011.

Amendment Two, dated November 8, 2011, amended the original Contract to extend the term of the Contract through December 31, 2012.

Amendment Three, dated December 13, 2012, amended the original Contract to extend the term of the Contract through June 30, 2013.

Amendment Four, dated June 12, 2013, amended the original Contract to: a) add additional scope of services for further hydrologic analysis, water quality analysis, fisheries work, permitting and NEPA liaison services; b) increase the total Contract dollar amount by eight hundred ten thousand dollars ($810,000.00) to one million, three hundred twenty-six thousand, five hundred eleven dollars ($1,326,511.00); and c) extend the term of the Contract through June 30, 2017.

Amendment Five, dated June 13, 2017 amended the original Contract to extend the term of the Contract through June 30, 2019.

Amendment Six, dated May 20, 2019, extended the Contract expiration date from June 30, 2019 through June 30, 2021.

Amendment Seven, dated March 22, 2021, extended the Contract expiration date from June 30, 2021 through December 31, 2022 and acknowledged the acquisition of Wenck Associates, Inc. by Stantec Consulting Services Inc.

**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 Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule or regulation.

**4.** **Amendments.**

**A.** The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

"The term of this Contract is from June 9, 2008 through December 31, 2025."

**5.** **Amended Responsibilities of the Consultant.**

Responsibilities of the Consultant 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 Contract, and any previous amendments, between the Commission and the Consultant, 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 Consultant 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 Contract.** The Original Contract, consisting of eleven (11) pages; Exhibit A, consisting of ten (10) pages; Exhibit B consisting of one (1) page; Amendment One, consisting of fifteen (15) pages; Amendment Two, consisting of four (4) pages; Amendment Three, consisting of two (2) pages; Amendment Four, consisting of eight (8) pages; Exhibit C, consisting of one (1) page; Amendment Five, consisting of three (3) pages; Amendment Six, consisting of three (3) pages; Amendment Seven, consisting of four (4) pages; and this Amendment Eight, consisting of four (4) pages, represent the entire and integrated Contract 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. § 9-2-3204(b)(iv).

**WYOMING WATER DEVELOPMENT COMMISSION:**

_____ _____
Mark Kot, Chairman Date

_____ _____
Liisa Anselmi-Dalton, Secretary Date

**STANTEC CONSULTING SERVICES INC.:**

_____ _____
Dylan Wade, P.E., Associate Date
Employer Identification Number: 11-2167170

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

_____ _____
Megan Pope, Senior Assistant Attorney General Date

# SMALL WATER PROJECTS

THE STATE OF WYOMING
Water Development Office
6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002
FAX: (307) 777-6819

# 2021 RECOMMENDATION

## SMALL WATER PROJECT PROGRAM

**Project Name:** Owl Creek Subdivision – Fire Water Storage **Program:** New Development

**Project Type:** Rural Community Fire Suppression **County:** Teton

**Sponsor and Status:** Teton CD

**Project Priority:** 2. Storage

**Director's Recommendation:** Do Fund

**Estimated Total Project Cost**: $~~94,000~~109,120 **Requested Grant:** $35,000

**Identified in a Watershed Study:** No **Watershed Study:** NA

**1. Project Description:**

The purpose of this project is to ~~house~~ provide a reliable supply of easily accessible water within an older subdivision (first residences were constructed in the late 1990s). This resource would be available as a year-round water supply for emergency situations within the Owl Creek Subdivision.

The project will develop one ~~10,000-gallon cistern~~ well for use primarily by Jackson Hole Fire/EMS. The ~~cistern~~ well would be located just off the 40' roadway easement subdivision set-back, on private property. The ~~cistern will have a 90-degree galvanized metal hydrant~~well will have a standard hook-up, for fire apparatus to use in drafting water ~~from the cistern~~.

**2. Sponsor Defined Public Benefit:**

*"This ~~cistern~~ well will be available for use by any governmental fire suppression agencies, including National Park Service, U.S. Forest Service, Bureau of Land Management, Jackson Hole Airport, Jackson Hole Fire/EMS, and similar, for any fire event in the area. The primary use of the water supply will be for fire suppression in the Owl Creek Subdivision. The water supply will be available at any time for neighboring subdivisions listed below in #28, but realistically would only be used in these surrounding subdivisions in exigent circumstances."*

**3. Staff Evaluation:**

The practices applied for in this project are eligible practices in the SWPP. The public benefits of this project as defined by the project sponsor include those that have been approved for funding in the past. Before the sponsor can proceed to construction, in accordance with the SWPP operating criteria and the Project Agreement, the following items (at a minimum) need to be addressed, qualified, and, as necessary, included in the application file: design and specifications, WWDO staff evaluation; operation and maintenance plan; rights-of-way; easements; agency commitment; pertinent notifications; any and all government requirements including designs, permitting and wetlands delineation; and a State Engineer's Office permit to construct and points of use. The sponsor is also advised that according to the Project Agreement between the WWDC and the sponsor, "If the SPONSOR initiates the construction process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action".

# HIGH SAVERY GRAZING SUBLEASE

# SUBLEASE BETWEEN HOG-EYE RANCH LLC AND THE WYOMING WATER DEVELOPMENT COMMISSION

**1.** **Parties.** This lease contract (Sublease) is made between Hog-Eye Ranch LLC, P.O. Box 250, Baggs, Wyoming 82321 (Sublessee), and the Wyoming Water Development Commission (Commission), whose address is 6920 Yellowtail Road, Cheyenne, Wyoming 82002 (Commission). In the event that the addresses listed above change, the party whose address has changed shall immediately notify the other party to the Sublease in writing.

**2.** **Purpose of Sublease.**

**A.** The Commission has the leasehold grazing rights for State of Wyoming Board of Land Commissioners Grazing and Agricultural Lease No. 3-7503 (State Lease No. 3-7503), consisting of 2,880 acres located on the lands described in Exhibit A, which is attached hereto and incorporated herein. The Commission desires to sublease a portion of said State Lease No. 3-7503 to a suitable lessee and retain the right of ingress and egress to High Savery Dam via the existing access road, as described by State Easement No. 6420, which is attached hereto and incorporated herein as Exhibit C.

**B.** The Sublessee desires to sublease a portion of the premises from the Commission for the purpose of grazing cattle.

**C.** The parties desire to enter a lease contract [Sublease] defining their rights, duties, and liabilities relating to the premises.

**D.** For consideration, the Commission leases to the Sublessee the Commission's rights to graze cattle on Pasture 1 described in Exhibit B, which is attached hereto and incorporated herein, under the terms and conditions forth in Section 7 below.

**3.** **Term of Sublease.** EXPRESSLY CONTINGENT UPON THE WYOMING BOARD OF LAND COMMISSIONERS' RENEWAL OF THE COMMISSION'S STATE LAND LEASE NO. 3-7503, the Commission leases the Commission's rights described in Section 7 below for a term of ten years beginning November 1, 2022 and terminating on November 1, 2032 to the Sublessee. Additionally, the Commission grants to the Sublessee an option to renew this Sublease for an additional five year term commencing November 1, 2032 and expiring on November 1, 2037.

**4.** **Required Approvals.** This Sublease is not valid and shall not become effective until it is signed by an authorized representative of the Commission and an authorized representative of the Sublessee, approved by the Wyoming Board of Land Commissioners, signed by the Office of the Wyoming Attorney General, and, if required by Wyo. Stat. § 9-2-1016(b)(IV), by the Governor or his designee. The effective date of the Sublease shall be the last date of

signature, and the Sublease shall commence on the last date of signature or on the date specified in the Term of Sublease provision, whichever is later.

**5.** **Rent Payment.** The rent to be paid by the Sublessee to the Commission shall be equal to the rent charged by the Board of Land Commissioners plus two dollars and no cents ($2.00) per AUM, to the Commission for the portion of State Lease No. 3-7503, corresponding to the total acreage of Pasture 1, consisting of 2,222.10 acres less 9.22 acres of land reserved for the access road that crosses Pasture 1, or 2,212.88 acres. All rent payments under this Sublease shall be paid to the Commission at the address specified above. Rent shall be paid in advance, on or before February 1st of each year of this Sublease.

**6.** **Responsibilities of the Commission.** The Commission shall pay all assessments or other governmental charges that may be imposed on or arise in connection with the premises during the term of this Sublease not otherwise assumed by the Sublessee by this agreement.

**7.** **Responsibilities of the Sublessee.**

**A.** **Compliance with Laws.** The Sublessee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Sublease.

**B.** **Terms and Conditions of State Lease.** The Sublessee shall be fully aware of and shall comply with all the terms and conditions of State Lease No. 3-7503 and State Easement No. 6420, except as explicitly provided in this agreement.

**C.** **Grazing Management.** The Commission has established two pastures to assist in development of the High Savery Dam and Reservoir Project and to allow grazing management. The approximate location of the pastures is shown on Exhibit B. Only Pasture 1, less the acreage of the access road may be grazed. The AUMs available for grazing has been reduced with the exclusion of Pasture 2, and the Sublessee's rental price will be reflective of the AUM reduction for Pasture 1. At the date of execution of this Sublease, the AUMs available for grazing on Pasture 1 is 615. The Sublessee shall coordinate with the Commission on annual grazing schedules. The Sublessee shall obtain Commission approval at least 30 days in advance of executing each year's grazing schedule.

**D.** **Fencing.** The Sublessee shall be responsible for maintaining all fence surrounding Pasture 1 in good repair so as to prevent livestock from entering adjacent properties and pastures. The Sublessee shall request an inspection of the fence and approval from the Commission that the fence is in good repair, at least 2 weeks in advance of executing each year's grazing schedule.

**E.** **Access to Premises.** The Sublessee shall permit the Commission or its agents to enter the premises at any time to inspect the premises or for management purposes

and as necessary for construction, operation and maintenance of the dam, associated facilities and mitigation sites.

**F.** **Requests from the Commission.** The Sublessee shall be responsible and responsive to the Commission and the Office in their requests and requirements related to the Sublease.

**G.** **Assignment, Mortgage, or Sublease.** Neither the Sublessee nor its successors or assigns shall assign, mortgage, pledge, or encumber this Sublease or sublet the premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this Sublease be assigned or transferred.

**H.** **Surrender of Possession.** The Sublessee shall, on the last day of the term, or on earlier termination and forfeiture of the Sublease, peaceably and quietly surrender and deliver the premises to the Commission in good condition and repair.

**8.** **Special Provisions.**

**A.** **Alterations, Additions, and Improvements.** The Sublessee shall not at any time during the Sublease term, make any alterations, additions or improvements on the premises without prior written consent of the Commission, the Wyoming Board of Land Commissioners and the United States Bureau of Land Management.

**B.** **Easements, Contracts, or Encumbrances.** The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the premises.

**C.** **Insurance.** During the term of the Sublease and for any further time that the Sublessee shall hold the premises, the Sublessee shall obtain and maintain at its own expense insurance on its personal property located on the premises.

**D.** **Time of the Essence.** Time is of the essence in all provisions of this Sublease.

**E.** **Unlawful or Dangerous Activity.** The Sublessee shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or ultra-hazardous purpose nor operate or conduct business in a manner constituting a nuisance of any kind. The Sublessee shall immediately, upon notification of any unlawful, disreputable, or ultrahazardous use, or nuisance, take action to halt such activity. In the event the Sublessee fails to cease any such use or activity, after notice, the Commission may terminate this Sublease.

**9.** **General Provisions**

**A.** **Amendments.** Any changes, modifications, revisions, or amendments to this Sublease which are mutually agreed upon by the parties to this Sublease shall be incorporated by written instrument, executed by all parties to this Sublease.

**B.** **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Sublease 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 Sublease as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Sublease and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

**C.** **Entirety of Agreement.** This Sublease, consisting of six (6) pages, Exhibit A, consisting of one (1) page, Exhibit B, consisting of one (1) page, and Exhibit C, consisting of twelve (12) pages, represent the entire and integrated Sublease 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 Sublease and the language of any attachment or document incorporated by reference, the language of this Sublease shall control.

**D.** **Indemnification.** The Sublessee 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 Sublessee's failure to perform any of Sublessee's duties and obligations hereunder or in connection with the negligent performance of Sublessee's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Sublessee's negligence or other tortious conduct.

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

Commission/Office: Jason Mead, jason.mead@wyo.gov, 307-777-7626
Sublessee: Patrick Sheehan, dan1jenna@yahoo.com, 307-380-8499

**F.** **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 Sublease 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 Sublease 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.

**G. Termination of Sublease.**

**(i)** This Sublease may be terminated immediately for cause if the Sublessee fails to perform in accordance with the terms of this Sublease.

**(ii)** This Sublease is granted upon the express condition that should the State Land and Investment Office hereafter find it to be in the best interest of the State to exchange the lands embraced in this Sublease for other lands, as provided by law, then this Sublease may be terminated upon giving the Sublessee one year notice, unless by mutual consent of the Commission and the Sublessee, an earlier date of termination may be fixed.

**H. 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 Sublease shall not be construed so as to create such status. The rights, duties, and obligations contained in this Sublease shall operate only between the parties to this Sublease and shall inure solely to the benefit of the parties to this Sublease. The provisions of this Sublease are intended only to assist the parties in determining and performing their obligations under this Sublease.

**I. Waivers**. The waiver of any breach of any term or condition in this Sublease shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**J. Counterparts.** This Sublease 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 Sublease. Delivery by the Sublessee of an originally signed counterpart of this Sublease 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**

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

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

**WYOMING WATER DEVELOPMENT COMMISSION**

_____ _____

Mark Kot, Chairman Date

_____ _____

Liisa Anselmi-Dalton, Secretary Date

**SUBLESSEE:**

_____ _____

Patrick R. Sheehan, Hog-Eye Ranch LLC Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

_____ _____

Megan Pope, Senior Assistant Attorney General Date

# Exhibit A

## State Lease No. 3-7503 Described Lands

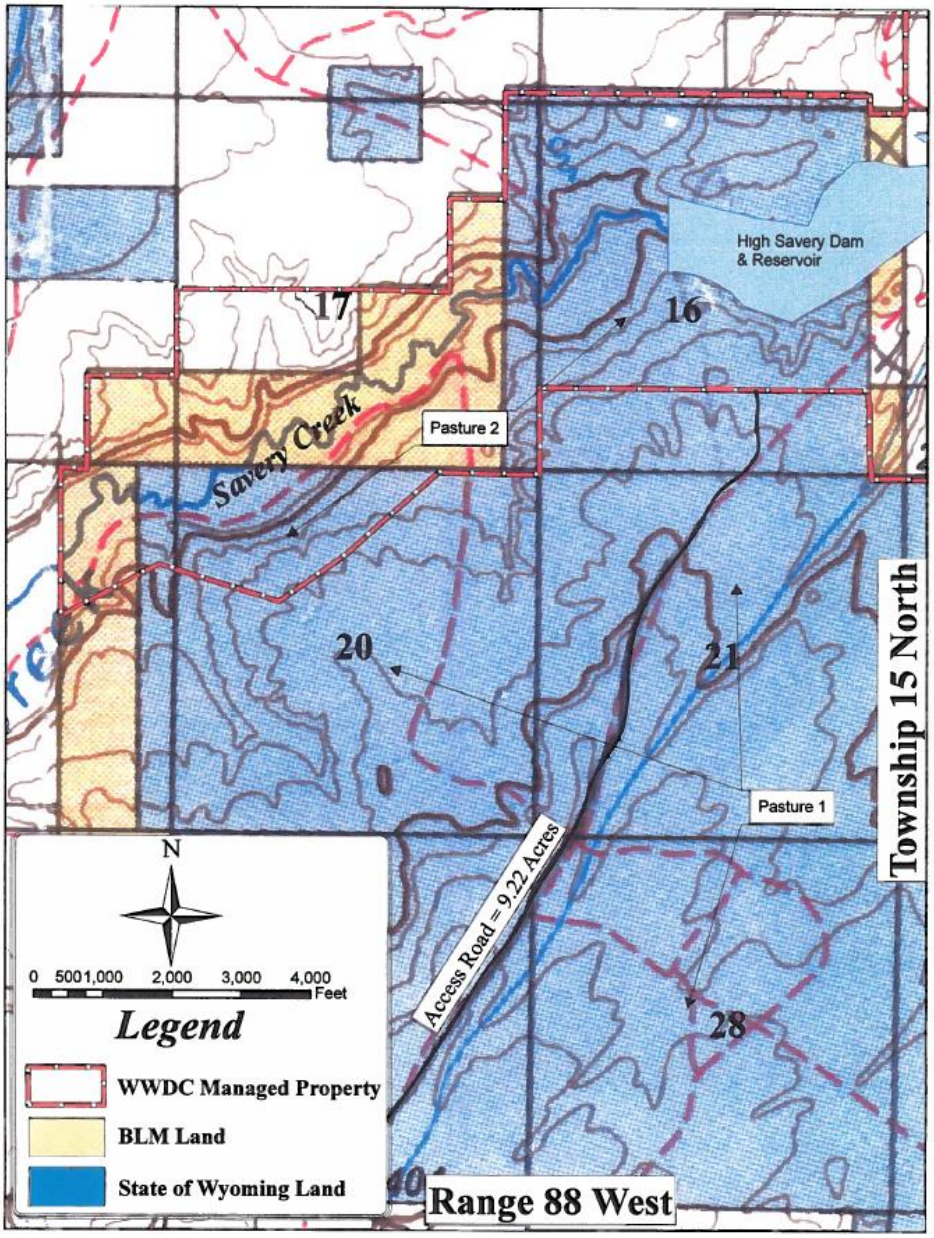
| | |
|---|---|
| Resurveyed Tract 89, Section 16, T15N, R88W, | 640 Acres |
| Resurveyed Tract 68, Section 20, T15N, R88W, | 640 Acres; |
| Resurveyed Tract 69, Section 21, T15N, R88W, | 640 Acres; |
| Resurveyed Tract 75, Section 28, T15N, R88W, | 640 Acres; |
| Resurveyed Tract 76, Section 29, T15N, R88W, | 320 Acres; |

Carbon County, Wyoming.

# Exhibit B

## Pasture 1

| | |
|---|---|
| State Lease | = 2880.00 Acres |
| Less Pasture 2 | = -657.90 Acres |
| Less Road Acreage | = -9.22 Acres |
| Total Jon's Sublease | = 2,212.88 Acres |



# Exhibit C

**STATE OF WYOMING**
**GRANT OF EASEMENT**
**Easement No.6420** High Savery

WHEREAS the Board of Land Commissioners approved this grant of easement on May 16, 2001; THEREFORE, the State of Wyoming, acting through its Board of Land Commissioners (Grantor), for and in consideration of the payment of Two hundred sixty-five thousand ninety-four and 80/100 dollars ($265,094.80) hereby grants and conveys to Wyoming Water Development Commission (Grantee), to use for permanent use, in the following described tract of land for a reservoir, access roadways and wetlands purposes only, more particularly described as follows:

Parcel 1

All that portion of the of Tract 89 (Originally Section 16), Tract 69 (Originally Section 21) and Tract 68 (Originally Section 20), of T.15N.,R.88W., of the 6th P.M., Carbon County, Wyoming, being described on the attached exhibits A, B & E. The described land contains 657.9 acres, more or less.

Parcel 2

All that portion of Tract 76 (Originally Section 29), Tract 75 (Originally Section 28), Tract 69 (Originally Section 21) and Tract 89 (Originally Section 16) of T.15N.,R.88W., of the 6th P.M., Carbon County Wyoming being described on attached exhibits C & D. The described land contains 9.22 acres, more or less.

See attached Exhibits A through E inclusive

These descriptions are based on a survey done by and under the authority of, Paul A. Reid with Wyoming PLS No. 2927 in February of 2006 and Victor E. Anderson with Wyoming PE No. 1471 in December of 2005.

TO HAVE AND TO HOLD this easement across the above-described tract of land for the purpose of locating, constructing, using, maintaining, improving, and repairing the above-described reservoir, roadways and wetlands, subject to the following conditions:

1. The rights granted herein shall forever be subject to the rights of the Grantor, its assigns or lessees to explore for, develop, and extract any and all minerals or other subsurface resources beneath this easement. If required for mineral exploration, development or extraction, the Grantee shall, upon written notice from the Grantor, remove or relocate at its own expense the above-described reservoir, roadways and wetlands.

2. Upon abandonment or discontinuance of use of this easement for the purposes specified above, all of Grantee's rights under this grant of easement shall revert to Grantor or its assigns, the same as if this grant had never been made. Failure to report to Grantor the status of the use of this easement every ten years from the date of this grant shall be evidence of intent by Grantee to abandon this easement. Should this easement be abandoned by Grantee, the above-described tract of land shall be returned to a condition satisfactory to Grantor.

3. This easement may be transferred, however, no transfer may increase the burden on the servient estate in any manner.

4. Any transfer of ownership of this easement, or any change of name or mailing address of the owner of this easement, shall be reported to Grantor within thirty (30) days of the transfer or change.

The State of Wyoming and the Board of Land Commissioners do not waive their sovereign immunity by entering into this agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other law.

IN TESTIMONY WHEREOF, the Board of Land Commissioners caused this instrument to be signed by its President and countersigned by its Secretary, and its seal to be affixed on the 20th day of April, 2006.

(Seal) BOARD OF LAND COMMISSIONERS SEAL

Governor, President
Board of Land Commissioners

Countersigned:

Director, Secretary
Office of State Lands & Investments

Attorney General's Office Approval as to Form:

Bridget Hill, Assistant Attorney General

Examined

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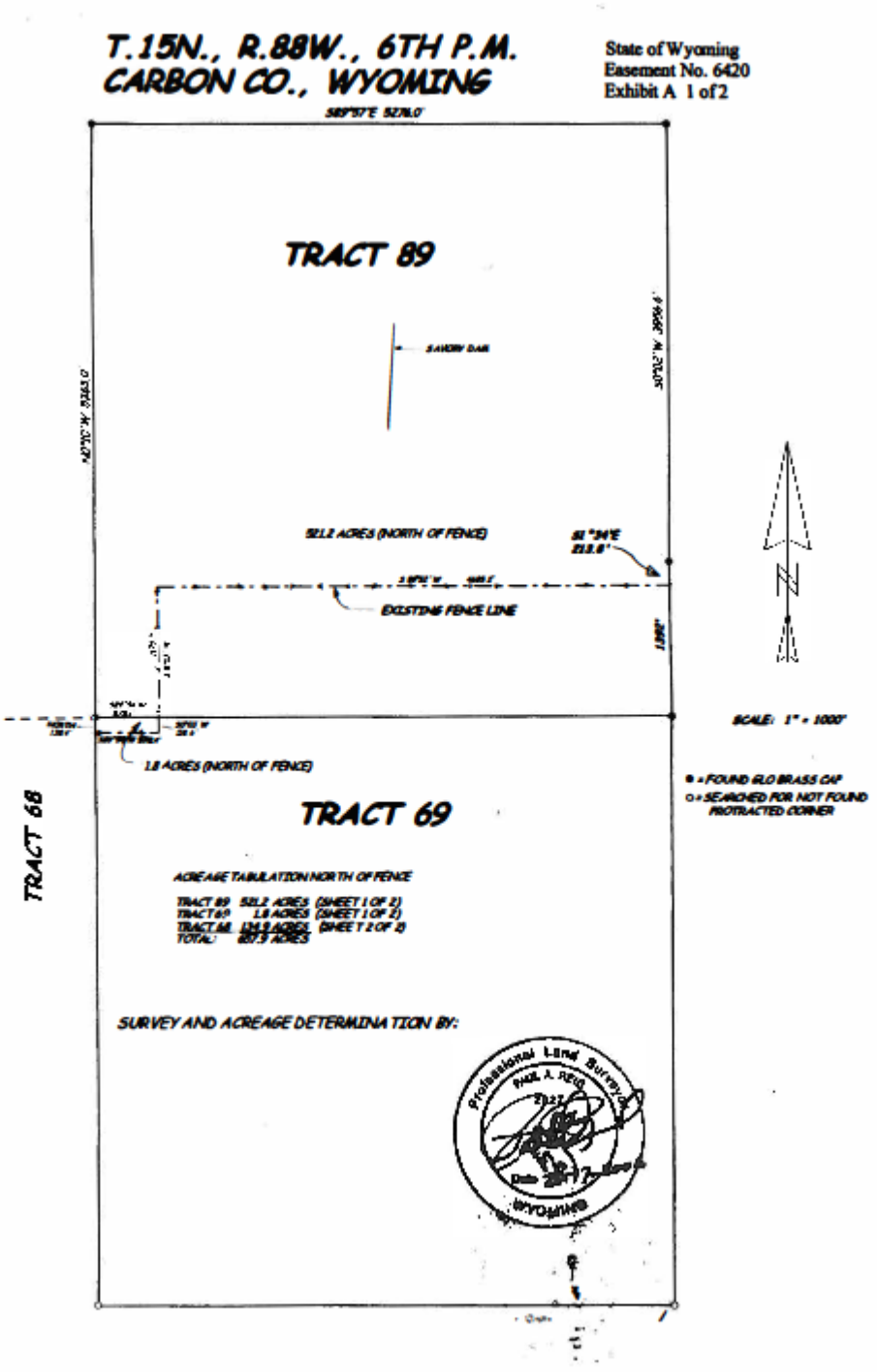
Linda A. Smith, CARBON County CLERK

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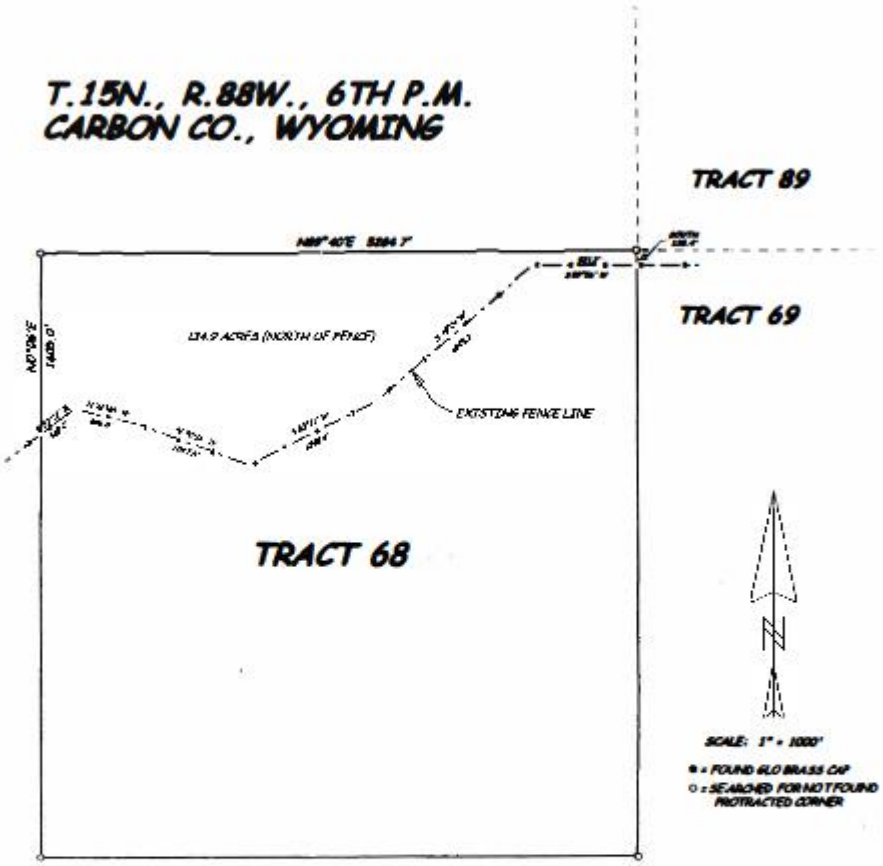
SHEET 1 OF 2

State of Wyoming
Easement No. 6420
Exhibit A 2 of 2




ACREAGE TABULATION NORTH OF FENCE
TRACT 68 ... 134.9 ACRES

SURVEY AND ACREAGE DETERMINATION BY:

Professional Land Surveyor
PAUL A. REISS
WYOMING

0919925 B-1104 P-0164 05/30/2006 11:38 AM PG 3 of 12 Fee $ 41.00
Linda A. Smith, CARBON COUNTY CLERK

State of Wyoming
Easement No. 6420
Exhibit B

**LEGAL DESCRIPTION**

**TRACT 89**

A portion of land being located northerly of an existing fence line located within TRACT 89 of Township 15 North, Range 88 West, of the 6th Principal Meridian, Carbon County, Wyoming being more particularly described as follows:

**Beginning** at the Northeast corner of said TRACT 89, said corner being a found standard G.L.O. Brass Cap; Thence S0°02'W along the east line of said TRACT 89 a distance of 3956.6 feet to the found standard G.L.O. Brass Cap; Thence continuing along the east line of TRACT 89, S1°34'E a distance of 213.8 feet to the intersection of the east line of TRACT 89 and an existing fence line; Thence S89°52'W along said fence line a distance of 4685.2 feet; Thence S0°03'W along said fence line a distance of 1175.3 feet to the intersection of the south line of said TRACT 89; Thence along the south line of TRACT 89, S89°54'W a distance of 578.1 feet to the southwest corner of said TRACT 89; Thence N0°10'W along the west line of TRACT 89 a distance of 5363.0 feet to the Northeast corner of TRACT 89, said corner being a found standard G.L.O. Brass Cap; Thence S89°57'E along the north line of TRACT 89 a distance of 5276.0 feet to the **Beginning** of this description.

The above described portion of land contains **521.2** acres.

**TRACT 69**

A portion of land being located northerly of an existing fence line located within TRACT 69 of Township 15 North, Range 88 West, of the 6th Principal Meridian, Carbon County, Wyoming being more particularly described as follows:

**Beginning** at the Northwest corner of said TRACT 69; Thence N89°54'E along the north line of said TRACT 69 a distance of 578.1 feet to the intersection of a fence line; Thence S0°03'W along said fence line a distance of 138.6 feet; Thence S89°55'W along said fence line a distance of 578.4 feet to a point on the west line of said TRACT 69; Thence North along the west line of said TRACT 69 a distance of 138.4 feet to the **Beginning** of this description.

The above described portion of land contains **1.8** acres.

**TRACT 68**

A portion of land being located northerly of an existing fence line located within TRACT 68 of Township 15 North, Range 88 West, of the 6th Principal Meridian, Carbon County, Wyoming being more particularly described as follows:

**Beginning** at the Northeast corner of said TRACT 68; Thence South along the east line of said TRACT 68 a distance of 138.4 feet to the intersection of a fence line; Thence S89°56'W along said fence line a distance of 921.2 feet; Thence S49°21'W along said fence line a distance of 1845.3 feet; Thence S63°31'W along said fence line a distance of 1248.4 feet; Thence N70°16'W along said fence line a distance of 1047.8 feet; Thence N76°40'W along said fence line a distance of 586.8 feet; Thence S52°12'W along said fence line a distance of 396.2 feet to a point in the west line of said TRACT 68; Thence N0°06'E a distance of 1605.0 feet to the Northwest corner of said TRACT 68; Thence N89°40'E along the north line of said TRACT 68 a distance of 5284.7 feet to the **Beginning** of this description.

The above described portion of land contains **134.9** acres.

All of the above described lands of the State of Wyoming contained within TRACTS 89, 69 and 68 of said Township 15 North, Range 88 West contains 657.9 acres.

The above described lands are based upon a field survey and described above by Paul A. Reid, Wyoming PLS 2927

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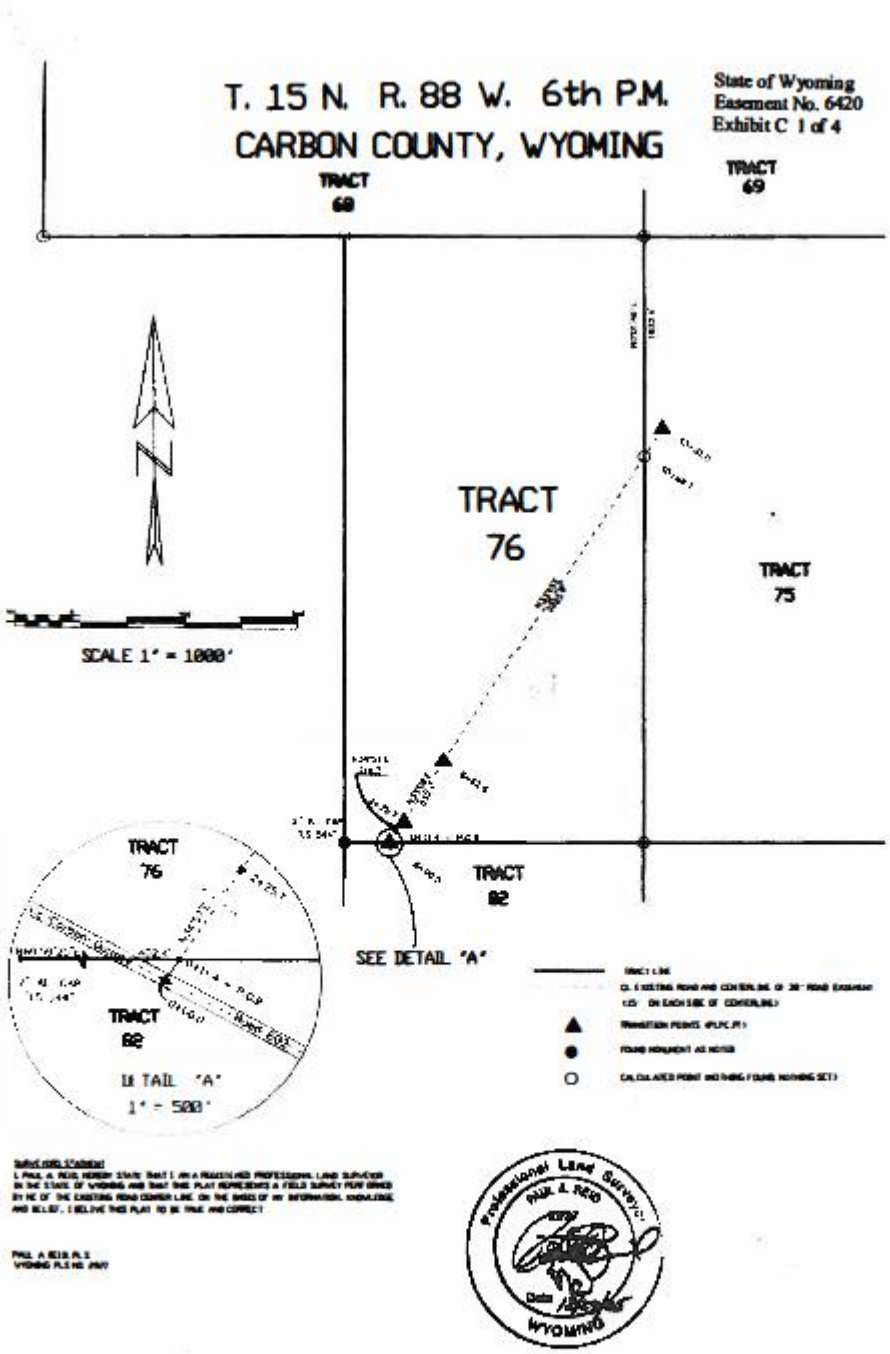
Linda A. Smith, CARBON COUNTY CLERK

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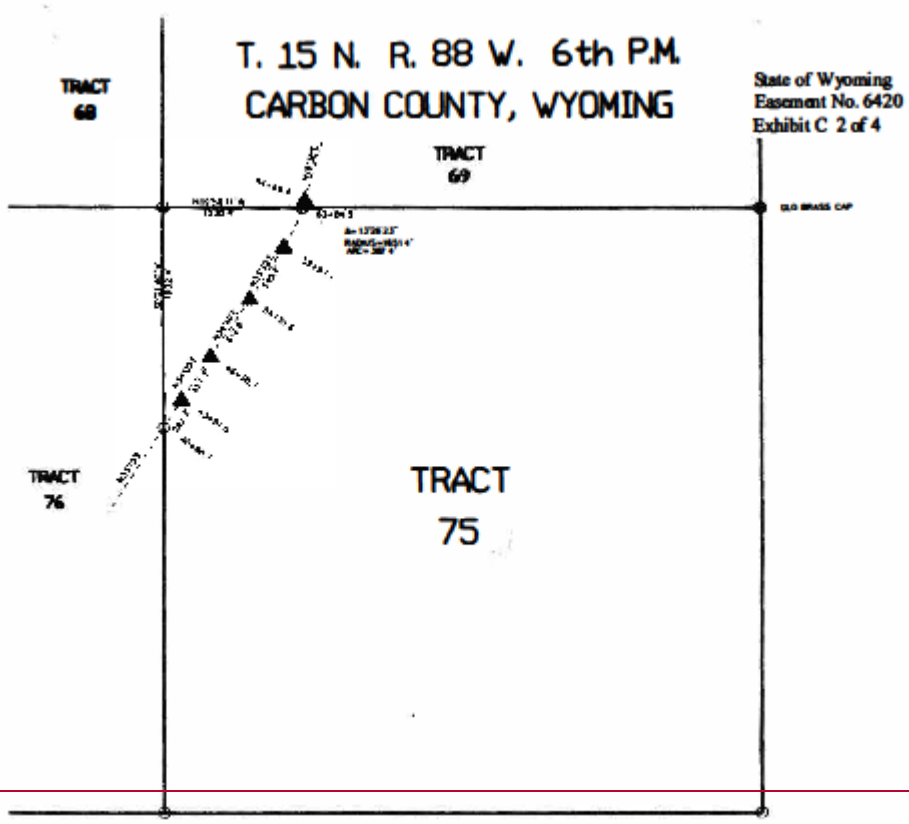


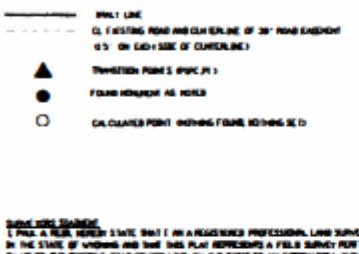

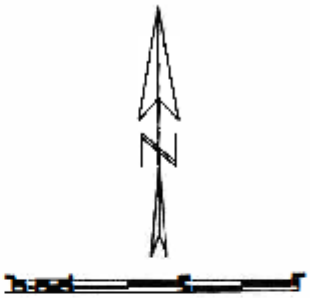

SCALE 1" = 1000'

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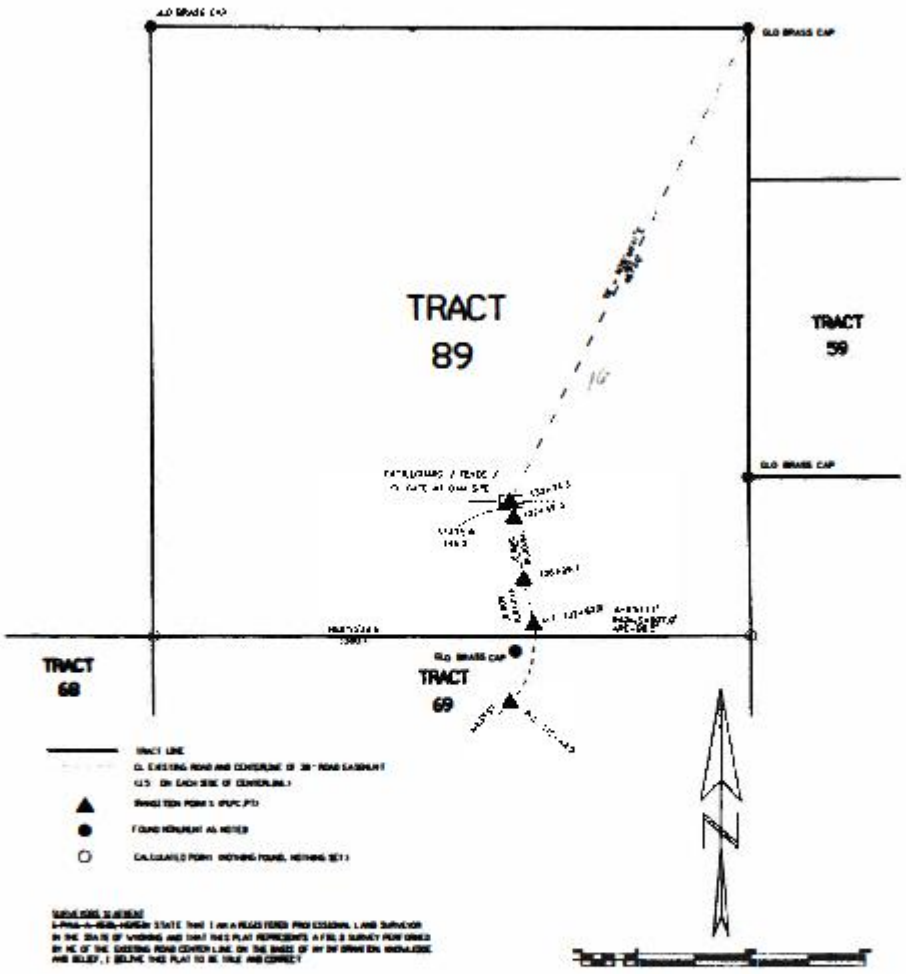
Linda A. Smith, CARBON COUNTY CLERK

T. 15 N. R. 88 W. 6th P.M.
CARBON COUNTY, WYOMING

State of Wyoming
Easement No. 6420
Exhibit C 2 of 4

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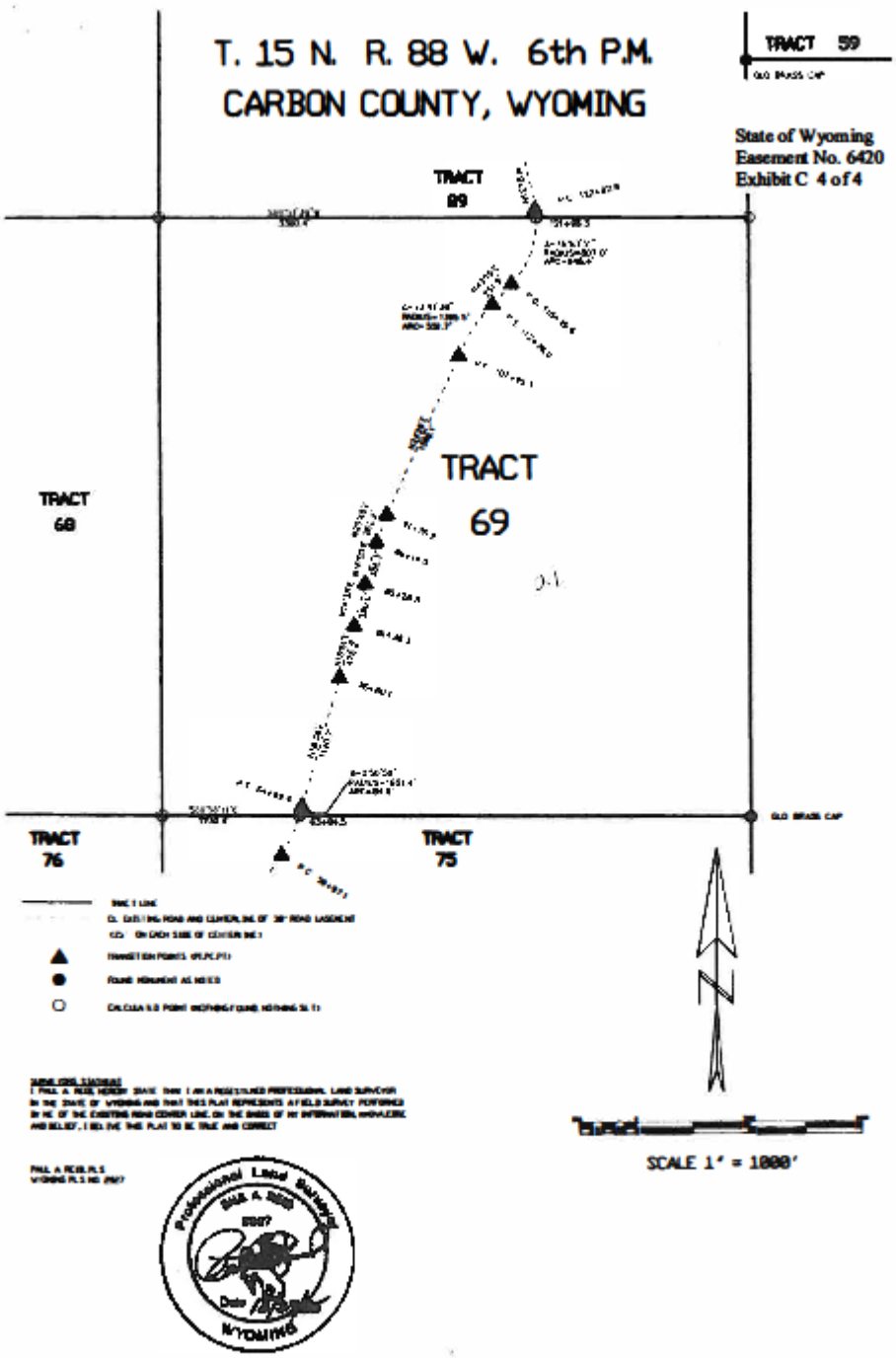
Linda A. Smith, CARBON COUNTY CLERK

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State of Wyoming
Easement No. 6420
Exhibit D 1 of 2

**LEGAL DESCRIPTION**

An easement being located in TRACT 76, TRACT 75, TRACT 69, and TRACT 89 of Township 15 North, Range 88 West, of the 6th Principal Meridian, Carbon County, Wyoming, said easement being 30.00 feet wide, 15.00 feet on each side of the following described road centerline.

TRACT 76 Portion:

**Commencing** at the Southwest corner of said TRACT 76, said corner being a found 2" aluminum cap monument, stamped "L.S. 544";

Thence N 89°59'25"E along the south line of said Tract 76, a distance of 402.4 feet to the **Beginning** of this described easement and road centerline;

thence N34°57'E, a distance of 214.3 feet;
thence N33°08'E, a distance of 637.1 feet;
thence N33°15'E, a distance of 3225.9 feet to a point in the east line of TRACT 76, said point being the terminus of this described easement and road centerline and from which the Northeast corner of said TRACT 76 bears N 0°01'40" E, 1,932.4 feet.

The above-described easement contains 4,077.3 feet or 247.11 rods, more or less, in length.

TRACT 75 Portion:

**Commencing** at the Northwest corner of said TRACT 75, thence S 0°01'40" W, 1,932.4 feet to the **Beginning** of this described easement and road centerline;

thence N33°15'E, a distance of 292.3 feet;
thence N34°05'E, a distance of 457.7 feet;
thence N34°49'E, a distance of 612.8 feet;
thence N33°32'E, a distance of 545.6 feet;
thence on a curve to the left, radius 1,651.4 feet, central angle 13°26'23", a distance of 387.4 feet; to a point on the north line of TRACT 75, said point being the terminus of this described easement and road centerline and from which the Northwest corner of said TRACT 75 bears N 89°58' 11" W, 1,230.4 feet.

The above-described easement contains 2,295.8 feet or 139.14 rods, more or less, in length.

TRACT 69 Portion:

**Commencing** at the Southwest corner of said TRACT 69, thence S 89°58'11" E, 1,230.4 feet to the **Beginning** of this described easement and road centerline;

thence on a curve to the left, radius 1,651.4 feet, central angle 2°56'50", a distance of 84.9 feet;

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thence N16°38'E, a distance of 1,190.7 feet;
thence N15°51'E, a distance of 478.2 feet;
thence N14°35'E, a distance of 390.0 feet;
thence N16°00'E, a distance of 385.7 feet
thence N20°48'E, a distance of 262.2 feet;
thence N24°28'E, a distance of 1,569.1 feet;
thence on a curve to the right, radius 1,395.5 feet, central angle 22°41'38", a distance of 552.7 feet;
thence N43°15'E, a distance of 251.9 feet;
thence on a curve to the left, radius 807.0 feet, central angle 45°53'31", a distance of 646.4 feet;
to a point on the north line of TRACT 69, said point being the **terminus** of this described easement and road centerline and from which the Northwest corner of said TRACT 69 bears S 89°53'39" W, 3,380.4 feet.

The above-described easement contains 5811.8 feet or 352.23 rods, more or less, in length.

TRACT 89 Portion:

**Commencing** at the Southwest corner of said TRACT 89, thence N 89°53'39" E, 3,380.4 feet to the **Beginning** of this described easement and road centerline;

thence on a curve to the left, radius 807.0 feet, central angle 6°51'17", a distance of 96.5 feet;
thence N12°18'W a distance of 406.6 feet;
thence N9°00'W a distance of 549.9 feet;
thence N14°15'W a distance of 145.0 feet
to a point, said point being the **terminus** of this described easement and the intersection of the existing road centerline and an east-west fence and cattleguard of the southerly fenced Savoy Dam site, and from which the Northeast corner of said TRACT 89 bears N26°40'41"E a distance of 4,673.0 feet.

The above-described easement contains 1,198.0 feet or 72.61 rods, more or less, in length.

All of the above-described easements across the lands of the State of Wyoming contained within TRACTS 76, 75, 69, and 89 of said Township 15 North, Range 88 West contains 13,382.9 feet or 811.08 rods, more or less in length.

The above-described easement is based upon a field survey and prepared by Paul A. Reid, Wyoming PLS 2927.
Guard

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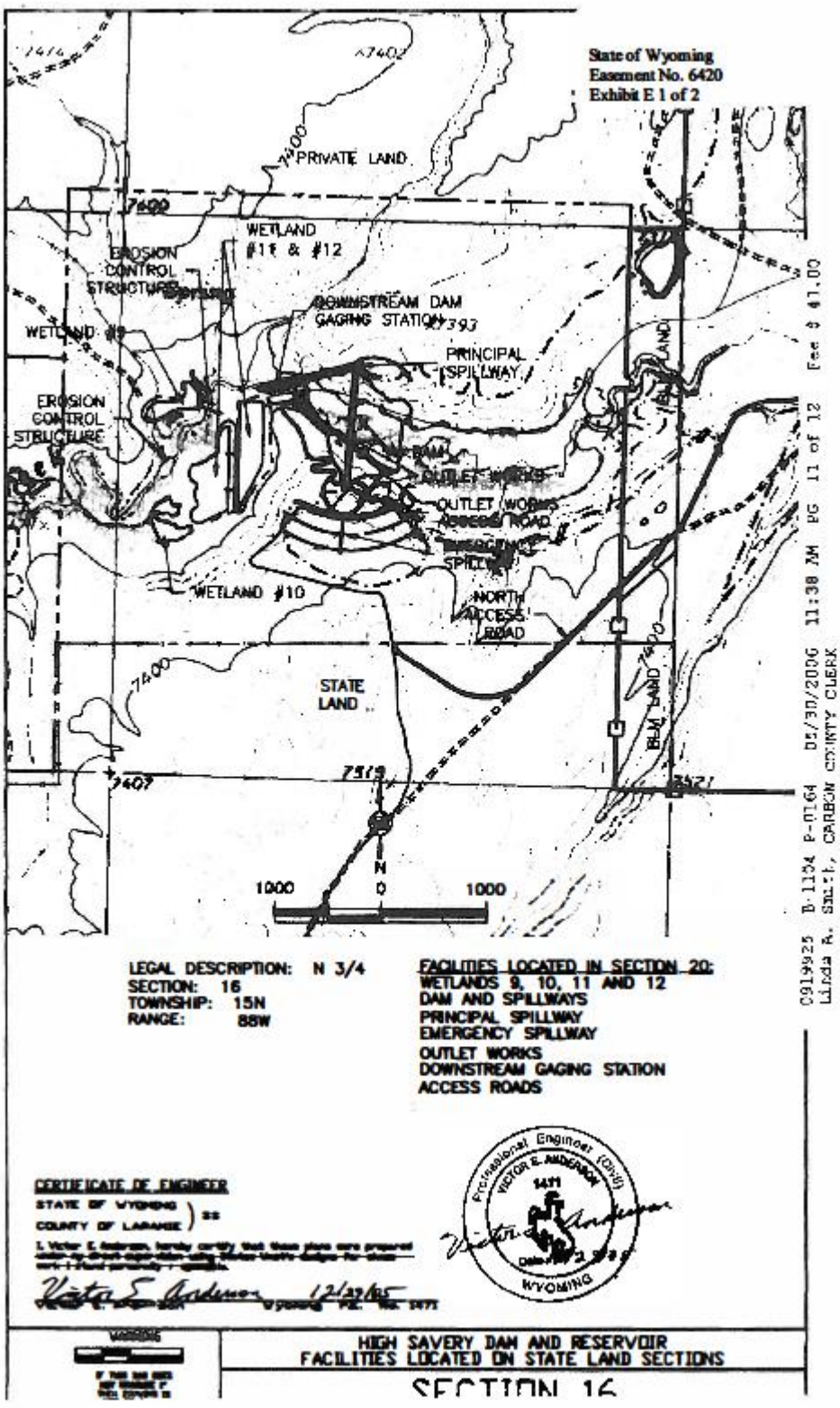
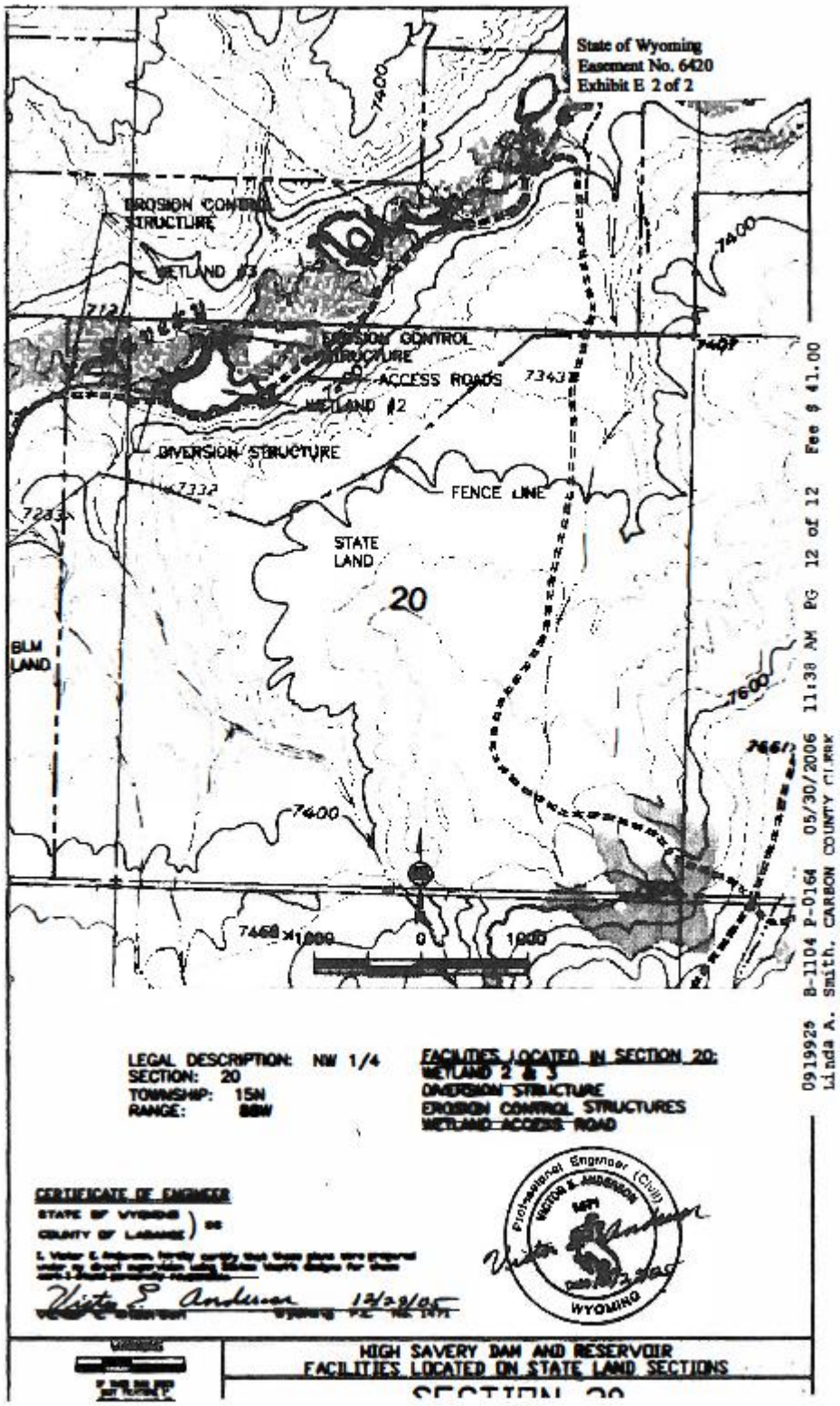

State of Wyoming
Easement No. 6420
Exhibit E 1 of 2
PRIVATE LAND
WETLAND #11 & #12
EROSION CONTROL STRUCTURE
DOWNSTREAM DAM GAGING STATION
PRINCIPAL SPILLWAY
EROSION CONTROL STRUCTURE
DAM
OUTLET WORKS
OUTLET WORKS ACCESS ROAD
EMERGENCY SPILLWAY
WETLAND #10
NORTH ACCESS ROAD
STATE LAND
BLM LAND
1000
0
1000
N
LEGAL DESCRIPTION: N 3/4
SECTION: 16
TOWNSHIP: 15N
RANGE: 88W
FACILITIES LOCATED IN SECTION 20:
WETLANDS 9, 10, 11 AND 12
DAM AND SPILLWAYS
PRINCIPAL SPILLWAY
EMERGENCY SPILLWAY
OUTLET WORKS
DOWNSTREAM GAGING STATION
ACCESS ROADS
CERTIFICATE OF ENGINEER
STATE OF WYOMING
COUNTY OF LARAMIE
Professional Engineer (Civil)
VICTOR E. ANDERSON
WYOMING
HIGH SAVERY DAM AND RESERVOIR
FACILITIES LOCATED ON STATE LAND SECTIONS
SECTION 16


State of Wyoming
Easement No. 6420
Exhibit E 2 of 2
EROSION CONTROL STRUCTURE
WETLAND #3
EROSION CONTROL STRUCTURE
ACCESS ROADS
WETLAND #2
DIVERSION STRUCTURE
FENCE LINE
STATE LAND
20
BLM LAND
7400
7600
7343
7332
7233
0
1000
LEGAL DESCRIPTION: NW 1/4
SECTION: 20
TOWNSHIP: 15N
RANGE: 88W
FACILITIES LOCATED IN SECTION 20:
WETLAND 2 & 3
DIVERSION STRUCTURE
EROSION CONTROL STRUCTURES
WETLAND ACCESS ROAD
CERTIFICATE OF ENGINEER
STATE OF WYOMING
COUNTY OF LARAMIE
12/29/05
Professional Engineer (Civil)
WYOMING
HIGH SAVERY DAM AND RESERVOIR
FACILITIES LOCATED ON STATE LAND SECTIONS
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# TERMINATION OF SUBLEASE BETWEEN MATTHEW AND NATASHA MYERS AND THE WYOMING WATER DEVELOPMENT COMMISSION

**1.** **Parties.** This Termination of Sublease (Agreement), dated _____, 2022, is made between Matthew and Natasha Myers (Sublessee), P.O. Box 62, Baggs, Wyoming 82321 and the Wyoming Water Development Commission (Commission), whose address is 6920 Yellowtail Road, Cheyenne, Wyoming 82002.

**2.** **Purpose of Termination.**

**A.** The Commission has the leasehold grazing rights per State of Wyoming Board of Land Commissioners Grazing and Agricultural Lease No. 3-7503 (State Lease No. 3-7503), consisting of 2,880 acres. The Commission has a sublease contract for a portion of said State Lease No. 3-7503 with Matthew and Natasha Myers.

**B.** Pursuant to the termination clause in the Sublease Agreement, the Sublessee and the Commission mutually consent to terminate the Sublease Agreement between Matthew and Natasha Myers and the Wyoming Water Development Commission.

**3.** **Entirety of the Agreement.** This Termination of Sublease, consisting of two (2) pages; the Original Agreement, consisting of seven (7) pages; Exhibit A, consisting of one (1) page; Exhibit B, consisting of one (1) page; and Exhibit C, consisting of twelve (12) pages represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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

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

**WYOMING WATER DEVELOPMENT COMMISSION**

_____ _____
Mark Kot, Chairman Date

_____ _____
Liisa Anselmi-Dalton, Secretary Date

**SUBLESSEE**

_____ _____
Matthew Myers Date

_____ _____
Natasha Myers Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

_____ _____
Megan Pope, Senior Assistant Attorney General Date

# FUTURE MEETINGS SCHEDULE

**2022 WWDC/SWC FUTURE MEETINGS SCHEDULE**

| **Date:** | **Day:** | **Program Item:** |
|---|---|---|
| ***OCTOBER*** | | |
| *October 4-5, 2022* | *Tue-Wed* | *Consultant Selection Interviews (Cheyenne)* |
| *October 6, 2022* | *Thursday* | *WWDC Meeting, Selection Approval (Cheyenne)* |
| ***NOVEMBER*** | | |
| **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)** |
| ***DECEMBER*** | | |
| **December 5-6, 2022** | **Mon-Tues** | **WWDC Workshop/Meeting – Review Draft Bills (Cheyenne)** |
| **December 7, 2022** | **Wednesday** | **SWC – Omnibus Water Bills (Cheyenne)** |