

August 15-17, 2023

WWDC/SWC JOINT MEETING

E-NOTEBOOK



Wyoming Game and Fish – Cody Regional Office

2 Tilden Trail | Cody, WY 82414



WYOMING WATER DEVELOPMENT COMMISSION

JOINT WORKSHOP/TOUR/MEETING: WWDC/SWC

Wyoming Game & Fish – Cody Regional Office

2 Tilden Trail

Cody, WY 82414

August 15-17, 2023

Livestream is available on the Legislature's website: www.wyoleg.gov.

To provide public comment for this meeting, or to view the Select Water Committee agenda, please visit the Legislature's website: www.wyoleg.gov.

JOINT WORKSHOP AGENDA: Tuesday, August 15 | 1:30 p.m.

1. **Call to Order**
2. **Recognition of members present to establish a quorum**
3. **Financial Status Update (A)**
4. **Planning Projects Consultant Selection Process Update (B)**
5. **Operating Criteria**
 - Upper Colorado River Basin Fund MOA
6. **Project Updates (C)**
 - Leavitt Reservoir Expansion Project
7. **USGS WY Streamstats Release Presentation (D)**
 - Jason Alexander, Surface Water Section Chief, USGS (Cheyenne)
8. **Sponsor Contingency Account Requests (if any)**
9. **Discussion**
10. **Adjourn**

TOUR: Wednesday, August 16 | 8:00 a.m.

Meet at the Hampton Inn parking lot

8 Southfork Rd, Cody, WY

NO OPEN TOED SHOES ALLOWED.

WYOMING WATER DEVELOPMENT COMMISSION

JOINT WWDC/SELECT WATER COMMITTEE MEETING: Thursday, August 17 | 8:30 a.m.

Wyoming Game & Fish – Cody Regional Office

2 Tilden Trail, Cody, WY

***Action Items**

1. **Call to Order**
 2. **Pledge of Allegiance**
 3. **Recognition of members present to establish a quorum**
 - *WWDC 4. **Approval of Minutes (E)**
 - May 11, 2023: WWDC/SWC Joint Meeting
 - *WWDC 5. **Operating Criteria (F)**
 - Upper Colorado River Basin Fund MOA
 - *WWDC 6. **Upper Colorado River Basin Fund MOA Project Modification (G)**
 - Flaming Gorge Aquatic Invasive Species Prevention - WGFD
 - *WWDC 7. **Planning Project Closeout Memos (H)**
 - Town of Cokeville Groundwater Exploration Grant
 - *WWDC/SWC 8. **Planning Project Amendments (I)**
 - USGS WY Streamstats Joint Funding Agreement, Amendment No. 1
 - West Fork Reservoir Project Third-Party NEPA Contractor Services, Amendment No. 1
 - *WWDC/SWC 9. **Small Water Project Program Amendments (J)**
 - Prairie Dog – Wildcat Creek Stock Water Development – Sheridan County CD
 - Putney Ditch Pipeline Termination – Cottonwood Grass Creek WID
 - Putney Ditch Pipeline Agreement – Hot Springs CD
 - Spring Gulch Well Rehabilitation Termination – Cottonwood Grass Creek WID
 - Spring Gulch Well Rehabilitation Agreement – Hot Springs CD
 - *WWDC/SWC 10. **Ground Water Exploration Grant Application\Contract (K)**
 - Northern Arapaho Tribe
 - *WWDC/SWC 11. **Sponsor Contingency Account Requests (if any)**
 12. **Discussion**
 13. **Future Meetings Schedule (L)**
 - WWDC – October 2-5 Cheyenne – Consultant Selection Interviews & Meeting
 - WWDC/SWC – November 7-9 Casper – Joint Workshop & Meeting (Funding Recommendations)
 14. **Adjourn**
-
-



WYOMING WATER DEVELOPMENT COMMISSION

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Nancy Casner
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Jason Mead
Dams & Reservoirs

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Deputy Director – Planning

Chace Tavelli
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Julie Gondzar
Project Manager

Mabel Jones
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George Moser
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Jeffrey Kaiser
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Larry Mallo
Project Manager

Ken Mitchell
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Jennifer Russell
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WYOMING WATER DEVELOPMENT COMMISSION

Select Water Committee

Revised 03/03/2023

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FINANCIAL
STATUS
UPDATE

Water Development Account I
Preliminary Fiscal Projections as of 08/01/2023

Cash Balance 6/30/22		106,881,104	
FY23 Revenues			
Taxes	19,297,500		
Interest	2,257,085		
Loans/Interest	1,754,785		
Other	440,734		
General Fund	<u>6,311,957</u>		
Total Revenues		30,062,061	
FY23 Expenditures			
Total Expenditures		<u>(32,535,894)</u>	
Cash Balance 6/30/23		104,407,271	
Outstanding Commitments 7/1/23			
Active Appropriations	(154,912,901) *		
Expenditures Paid	<u>38,336,325</u>		
Total Commitments 7/1/23		<u>(116,576,576)</u>	
Total Uncommitted Balance 7/1/23			<u>(12,169,305)</u>
FY24 Anticipated Revenues			
Taxes	19,297,500		
Interest	1,500,000		
Other	<u>1,500,000</u>		
Total FY24 Anticipated Revenues		22,297,500	
FY25 Anticipated Revenues			
Taxes	19,297,500		
Interest	1,500,000		
Other	<u>1,500,000</u>		
Total FY25 Anticipated Revenues		22,297,500	
FY26 Anticipated Revenues			
Taxes	19,297,500		
Interest	1,500,000		
Other	<u>1,500,000</u>		
Total FY26 Anticipated Revenues		22,297,500	
Subtotal Anticipated Revenues			<u>66,892,500</u>
Balance Available for Appropriation			<u>54,723,195</u>
Estimated Non-Project 2024 Budget Session Appropriations for FY2025-26			
OSLI (060) - DWSRF Request for Match		1,152,779	
Department of Agriculture (010) - Water Quality Funding		656,008	
State Engineer's Office (037) - Interstate Streams		116,191	
State Engineer's Office (037) - Board of Control		16,400,000	
WWDO (029) - Agency Administration		<u>9,200,000</u>	
Total			(27,524,978)
		Updated Balance Available for Appropriation	<u><u>27,198,217</u></u>

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

Water Development Account II
Preliminary Fiscal Projections as of 08/01/2023

Cash Balance 6/30/22		45,124,052
FY23 Revenues		
Taxes	3,255,000	
Interest	991,978	
Loans/Interest	1,118,148	
Other	<u>11,214,852</u>	
Total Revenues		16,579,978
FY23 Expenditures		
Total Expenditures		<u>(7,558,092)</u>
Cash Balance 6/30/23		54,145,938
Outstanding Commitments 7/1/23		
Active Appropriations	(78,415,855)	
Expenditures Paid	<u>21,430,930</u>	
Total Commitments 7/1/23		<u>(56,984,925)</u>
Total Uncommitted Balance 7/1/23		<u>(2,838,986)</u>
FY24 Anticipated Revenues		
Taxes	3,255,000	
Interest	400,000	
Loans/Interest	<u>800,000</u>	
Total FY24 Anticipated Revenues		4,455,000
FY25 Anticipated Revenues		
Taxes	3,255,000	
Interest	400,000	
Loans/Interest	<u>800,000</u>	
Total FY25 Anticipated Revenues		4,455,000
FY26 Anticipated Revenues		
Taxes	3,255,000	
Interest	400,000	
Loans/Interest	<u>800,000</u>	
Total FY26 Anticipated Revenues		4,455,000
Subtotal Anticipated Revenues		<u>13,365,000</u>
Balance Available for Appropriation		<u>10,526,014</u>

Water Development Account III
Preliminary Fiscal Projections as of 08/01/2023

Cash Balance 6/30/22		168,533,395
FY23 Revenues		
Taxes	775,000	
Interest	3,833,834	
Other	<u>46,688,043</u>	
Total Revenues		51,296,877
FY23 Expenditures		
Total Expenditures		<u>(3,556,090)</u>
Cash Balance 6/30/23		216,274,181
Outstanding Commitments 7/1/23		
Active Appropriations	(194,347,026)	
Expenditures Paid	<u>30,210,057</u>	
Total Commitments 7/1/23		<u>(164,136,969)</u>
Total Uncommitted Balance 7/1/23		<u>52,137,212</u>
FY24 Anticipated Revenues		
Taxes	775,000	
Interest	<u>2,200,000</u>	
Total FY24 Anticipated Revenues		2,975,000
FY25 Anticipated Revenues		
Taxes	775,000	
Interest	<u>2,200,000</u>	
Total FY25 Anticipated Revenues		2,975,000
FY26 Anticipated Revenues		
Taxes	775,000	
Interest	<u>2,200,000</u>	
Total FY26 Anticipated Revenues		2,975,000
Subtotal Anticipated Revenues		<u>8,925,000</u>
Balance Available for Appropriation		<u><u>61,062,212</u></u>



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Jason Mead, P.E.
Director

Memorandum

Date: August 1, 2023

To: Wyoming Water Development Commission

From: Jason Mead

Subject: Reservoir Operations and Maintenance (O&M) Accounts

Pursuant to W.S. 99-99-1001(c), the Commission shall annually review the reservoir O&M accounts and determine if any contain funds in excess of that required to carry out the obligations of each account. This information will then be reported to the Joint Ag and Joint Appropriations Committees in the yearly Water Development Commission Legislative Report. The accounts are as follows:

- Fontenelle Reservoir Account
- Buffalo Bill Dam Account
- Palisades Reservoir Account
- Miscellaneous Water Investment Account
- Keyhole Reservoir Account (no projection provided – see comment below)
- High Savery Reservoir Account
- Pathfinder Modification Account
- Glendo Reservoir Account
- Lake DeSmet Reservoir Account
- Middle Piney Reservoir Account

The only authorized reservoir account that is not included in this analysis is the Keyhole Reservoir account which has never been set up because Wyoming does not lease or own any space in the reservoir. As background information I have attached a summary/history of each account.

The attached financial projections were developed by David Ray and have three distinct sections. The first section provides a 10-year transaction history for all account expenditures and revenues. There are two accounts, Lake DeSmet and Middle Piney, that have been created in the last 10 years and as such their history reflects the entire life of the account. This history should provide background as to the type and magnitude of transactions incurred in the accounts. Secondly, a 10-year projection of anticipated expenses and revenue is provided which was developed using the transaction history, an inflation factor and any identified future events that will require capital expenditures such as the riprap project in Fontenelle Reservoir. As with any future projection, assumptions have been made as to the timing and amount of anticipated transactions. The last section entitled “Conclusions and Recommendations” represent staff conclusions on the financial stability of the funds and recommendations as appropriate.

The following is a summary of staff the conclusions and recommendations for each of the reservoir O&M accounts:

- Fontenelle Reservoir Account
 1. Fund is stable with no excess funds available at this time.
- Buffalo Bill Dam Account
 1. No excess funds available at this time due to a number of future anticipated transfers to assist other accounts.
- Palisades Reservoir Account
 1. No excess funds available at this time.
- Miscellaneous Water Investment Account
 1. No excess funds available at this time.
 2. In 2031, the State of Wyoming will be responsible for OM&R costs at Park Reservoir Dam per W.S. 99-99-504(b) for 1,208 AF of stored water to maintain a minimum pool for fisheries (588 AF) and to augment stream flows (620 AF). At this time, the cost of this new OM&R charge is unknown.
- High Savery Reservoir Account
 1. Fund is stable with no excess funds available at this time.
- Pathfinder Modification Account
 1. Currently there is no statutory provision to move excess funds from the Pathfinder Modification Account; thus, no action is recommended.
- Glendo Reservoir Account
 1. Currently there is no statutory provision to move excess funds from the Glendo Reservoir Account; thus, no action is recommended.
- Lake DeSmet Reservoir Account (New)
 1. Currently there is no statutory provision to move excess funds from the Lake DeSmet Reservoir Account; thus, no action is recommended.
 2. Since this account was new in 2018, several years of expenditure/revenue history will need to be established before a credible evaluation can be made.
- Middle Piney Reservoir Account (New)
 1. Currently there is no statutory provision to move excess funds from the Middle Piney Reservoir Account; thus, no action is recommended.
 2. Since this account was new in 2019, several years of expenditure/revenue history will need to be established before a credible evaluation can be made.



THE STATE OF WYOMING

Water Development Office

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Background and History of Reservoir Operation and Maintenance Accounts

The first two water investment accounts were created in 1989 for the Buffalo Bill Reservoir enlargement and Fontenelle Reservoir. The current number of accounts has grown to nine. The following is a brief description of each account:

- Fontenelle Reservoir
 - Legislative Authorization: Session Law (SL) 1989, Chapter(CH) 268
 - Original Appropriation: \$355,000
 - Source of Funds: Water Development Account (WDA) II
 - Typical Expenses: One loan repayment to the Bureau of Reclamation (BOR) and annual BOR O&M charges.
 - Typical Revenue: WY has entered into five water service agreements with industrial users in the basin. The contracts have a readiness to serve charge, a proportionate share of O&M charges, and a water use charge. Since the industrial users have never ordered any water, they have only been paying the readiness to serve and proportionate share of O&M charges.
 - Water Asset: 120,000 AF of reservoir space

- Buffalo Bill Dam
 - Legislative Authorization: SL 1989, CH 268
 - Original Appropriation: \$0
 - Typical Expenses: Provide supplemental funding to other water investment accounts. To date, the BOR has not assessed any O&M charges because WY has not entered into any water service agreements.
 - Typical Revenue: WY funded the upgrade to the hydropower plant and the Western Area Power Administration (WAPA) is making annual payments of \$2,496,924 to WY as part of the funding agreement. The repayment of the WAPA obligation will be complete in 2030.
 - Water Asset: 190,000 AF of reservoir space

- Palisades Reservoir
 - Legislative Authorization: SL 1991, CH 18
 - Original Appropriation: \$65,000
 - Source of Funds: Wyoming Game and Fish Department
 - Typical Expenses: Annual BOR O&M charges
 - Typical Revenue: Water sales to Idaho groundwater users
 - Water Asset: 33,000 AF of reservoir space

- Miscellaneous Water Investment
 - Legislative Authorization: SL 1993, CH 89
 - Original Appropriation: \$0
 - Typical Expenses: In 2031, the State of Wyoming will be responsible for OM&R costs at Park Reservoir Dam per W.S. 99-99-504 (b) for 1,208 AF of stored water to maintain

a minimum pool for fisheries (588 AF) and to augment stream flows (620 AF). At this time, the cost of this new OM&R charge is unknown.

- Typical Revenue: Investment Income and water sales derived from WWDC funded projects in which the sales are not directly designated to a WDA.
 - Water Asset: 1,208 AF of reservoir space
- High Savery Reservoir
 - Legislative Authorization: SL 2005, CH 48
 - Original Appropriation: \$0 – Once the High Savery Dam construction was completed, the remaining project funds (\$723,640.77) from WDA I were transferred to the account.
 - Typical Expenses: O&M charges and necessary replacement costs
 - Typical Revenue: Water sales to downstream water users and land sublease payments
 - Water Asset: 22,433 AF reservoir owned by WY
- Pathfinder Modification
 - Legislative Authorization: SL 2010, CH 68
 - Original Appropriation: \$2,250,000
 - Source of Funds: WDA II
 - Typical Expenses: Annual BOR O&M charges
 - Typical Revenue: Water sales to municipalities and the PRRIP
 - Water Asset: 20,000 AF of reservoir space for WY and 33,493 AF of reservoir space for environmental purposes.
- Glendo Reservoir
 - Legislative Authorization: SL 2011, CH 35
 - Original Appropriation: \$800,000
 - Source of Funds: WDA I
 - Typical Expenses: Annual BOR O&M charges and water purchases
 - Typical Revenue: Investment income
 - Water Asset: 10,600 AF of reservoir space
- Lake DeSmet Reservoir
 - Legislative Authorization: SL 2018, CH 115
 - Original Appropriation: \$2,000,000
 - Source of Funds: WDA I
 - Typical Expenses: O&M charges for Healy Reservoir and O&M charges for Lake DeSmet to Johnson County
 - Typical Revenue: Water sales and investment income
 - Water Asset: 62,199 AF of reservoir space in Lake DeSmet and 5,140 AF in Healy Reservoir
- Middle Piney Reservoir
 - Legislative Authorization: SL 2019, CH 55
 - Original Appropriation: \$500,000
 - Source of Funds: WDA III
 - Typical Expenses: O&M charges once construction is complete
 - Typical Revenue: Investment income and water sales once construction is complete
 - Water Asset: Special Use Permit from USFS for 4,201 AF

Fontenelle Reservoir Account

Water Asset: 120,000 AF No expiration

Transaction History (7/1/2013 to 6/30/2023)

FISCAL			REVENUE	EXPENDITURE	BALANCE
YEAR	DESCRIPTION				
2014	Bureau of Reclamation Contract #6193			548,760.00	1,484,068.92
2014	Bureau of Reclamation Contract #2474			23,211.36	1,460,857.56
2014	Bureau of Reclamation OM&R			121,137.76	1,339,719.80
	Water Contracts (PacifiCorp, Church & Dwight, Simplot/FS Industries, and Exxon)	452,938.51			1,792,658.31
2014	Investment Income	36,974.68			1,829,632.99
	Water Contracts (PacifiCorp, Church & Dwight, Simplot/FS Industries, and Exxon)	497,413.94			2,327,046.93
2015	Bureau of Reclamation Contract #6193			548,760.00	1,778,286.93
2015	Bureau of Reclamation Contract #2474			22,737.60	1,755,549.33
2015	Bureau of Reclamation OM&R			221,241.55	1,534,307.78
2015	Investment Income	39,381.40			1,573,689.18
2016	Transfer from Buffalo Bill Dam Account	2,000,000.00			3,573,689.18
2016	Bureau of Reclamation Contract #2474			22,263.84	3,551,425.34
2016	Bureau of Reclamation Contract #6193			548,760.00	3,002,665.34
2016	Bureau of Reclamation OM&R			175,048.77	2,827,616.57
	Water Contracts (PacifiCorp, Church & Dwight, Simplot/FS Industries, and Exxon)	475,654.33			3,303,270.90
2016	Investment Income	54,825.65			3,358,096.55
2017	Bureau of Reclamation Contract #2474			21,790.08	3,336,306.47
2017	Bureau of Reclamation Contract #6193			548,750.00	2,787,556.47
2017	Bureau of Reclamation OM&R			177,594.25	2,609,962.22
	Water Contracts (PacifiCorp, Church & Dwight, Simplot/FS Industries, and Exxon)	476,641.77			3,086,603.99
2017	Investment Income	59,477.45			3,146,081.44

Transaction History Continued (7/1/2013 to 6/30/2023)

FISCAL			REVENUE	EXPENDITURE	BALANCE
YEAR	DESCRIPTION				
2018	Bureau of Reclamation Contract #2474			21,316.32	3,124,765.12
2018	Bureau of Reclamation OM&R			544,707.41	2,580,057.71
	Water Contracts (PacifiCorp, Church & Dwight, Simplot/FS Industries, and Exxon)	619,051.08			3,199,108.79
2018	Investment Income	64,354.63			3,263,463.42
2019	Bureau of Reclamation Contract #2474			20,842.56	3,242,620.86
2019	Bureau of Reclamation OM&R			366,406.21	2,876,214.65
	Water Contracts (PacifiCorp, Church & Dwight, Simplot/FS Industries, and Exxon)	549,885.08			3,426,099.73
2019	Investment Income	107,878.11			3,533,977.84
2020	Bureau of Reclamation Contract #2474			20,368.80	3,513,609.04
2020	Bureau of Reclamation OM&R			387,867.80	3,125,741.24
	Water Contracts (PacifiCorp, Church & Dwight, Simplot/FS Industries, and Exxon)	558,210.39			3,683,951.63
2020	Investment Income	61,880.36			3,745,831.99
2021	Bureau of Reclamation Contract #2474			19,895.04	3,725,936.95
2021	Bureau of Reclamation OM&R			402,826.12	3,323,110.83
	Water Contracts (PacifiCorp, Church & Dwight, Simplot/FS Industries, and Exxon)	564,012.97			3,887,123.80
2021	Investment Income	84,287.03			3,971,410.83
2022	Bureau of Reclamation Contract #2474			19,421.28	3,951,989.55
2022	Bureau of Reclamation OM&R			230,336.76	3,721,652.79
	Water Contracts (PacifiCorp, Church & Dwight, Simplot/FS Industries, and Exxon)	497,101.47			4,218,754.26
2022	Investment Income	39,339.89			4,258,094.15
2023	Bureau of Reclamation Contract #2474			18,947.52	4,239,146.63
2023	Bureau of Reclamation OM&R			321,696.94	3,917,449.69
	Water Contracts (PacifiCorp, Church & Dwight, Simplot/FS Industries, and Exxon)	532,541.60			4,449,991.29
2023	Investment Income	90,033.77			4,540,025.06

Fontenelle Reservoir Account

Water Asset: 120,000 AF No expiration

10 Year Projection

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2024 to 2033	Investment Income (Beginning FY Balances Compounded at 1.50%)	527,500		5,067,525
2024 to 2033	Bureau of Reclamation Contract #2474 (1 payment remaining)		18,474	5,049,051
2024 to 2033	Exxon, PacifiCorp, Church & Dwight, Simplot/FS Industries and American Soda LLC Readiness-to-Serve Payment and Portion of OM&R (Average Payment \$572,000 per year for 10 years)	5,720,000		10,769,051
2024 to 2033	Bureau of Reclamation OM&R (Average OM&R \$341,900 adding 5% inflation per year for 10 years)		4,300,400	6,468,651
2025 to 2027	Transfer from Buffalo Bill Dam Account (See Note 1)	13,000,000		19,468,651
2025 to 2027	Fontenelle Riprap Project (See Note 1)		16,000,000	3,468,651

Notes

1. Specific legislative approval is required to fund the Fontenelle Riprap Project for an additional 77,004 AF of water. The costs for this project include NEPA compliance, permitting, designing, and construction.

Future Uses of Fontenelle Reservoir Account

1. Potential lease of additional water in the active pool will increase OM&R charges from those shown above and will require a purchase/loan repayment.

Conclusions and Recommendations:

1. Fund is stable with no excess funds available at this time

Buffalo Bill Dam Account
Water Asset: 190,000 AF No expiration

Transaction History (7/1/2013 to 6/30/2023)

FISCAL				
YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2014	WAPA Loan Repayment	2,496,924.00		28,642,911.62
2014	Investment Income	569,566.23		29,212,477.85
2015	WAPA Loan Repayment	2,496,924.00		31,709,401.85
2015	Transfer to WDA II (SL 2015 CH 142)		9,000,000.00	22,709,401.85
2015	Investment Income	736,816.51		23,446,218.36
2016	Transfer to Fontenelle Reservoir and Miscellaneous Accounts (W.S. 99-99-1001(e))		2,065,000.00	21,381,218.36
2016	WAPA Loan Repayment	2,496,924.00		23,878,142.36
2016	Investment Income	467,822.21		24,345,964.57
2017	Transfer excess funds to WDA I from Buffalo Bill per W.S.99-99-1001(c)		7,000,000.00	17,345,964.57
2017	WAPA Loan Repayment	2,496,924.00		19,842,888.57
2017	Investment Income	326,101.95		20,168,990.52
2018	WAPA Loan Repayment	2,496,924.00		22,665,914.52
2018	Investment Income	420,656.19		23,086,570.71
2019	Transfer to Miscellaneous Account (W.S. 99-99-1001(e))		75,000.00	23,011,570.71
2019	Transfer excess funds to WDA II from Buffalo Bill per SL 2019 CH 55 Section 3		5,500,000.00	17,511,570.71
2019	WAPA Loan Repayment	2,496,924.00		20,008,494.71
2019	Investment Income	698,416.21		20,706,910.92
2020	Transfer excess funds to WDA II from Buffalo Bill per SL 2020 CH 113 Section 3		7,000,000.00	13,706,910.92
2020	WAPA Loan Repayment	2,496,924.00		16,203,834.92
2020	Investment Income	309,775.35		16,513,610.27
2021	WAPA Loan Repayment	2,496,924.00		19,010,534.27
2021	Investment Income	377,255.97		19,387,790.24
2022	WAPA Loan Repayment	2,496,924.00		21,884,714.24
2022	Investment Income	193,014.88		22,077,729.12
2023	WAPA Loan Repayment	2,496,924.00		24,574,653.12
2023	Investment Income	474,811.70		25,049,464.82

10 Year Projection

FISCAL				
YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2024	Investment Income (Beginning FY Balances Compounded at 1.50%)	378,300		25,427,765
2024	WAPA Loan Repayment (See Note 1)	2,496,924		27,924,689
2025	Investment Income (Beginning FY Balances Compounded at 1.50%)	421,800		28,346,489
2025	WAPA Loan Repayment (See Note 1)	2,496,924		30,843,413
2025	Transfer to Fontenelle Reservoir Account for Riprap Project (See Note 2)		4,000,000	26,843,413
2026	Investment Income (Beginning FY Balances Compounded at 1.50%)	405,400		27,248,813
2026	WAPA Loan Repayment (See Note 1)	2,496,924		29,745,737
2026	Transfer to Fontenelle Reservoir Account for Riprap Project (See Note 2)		4,000,000	25,745,737

Buffalo Bill Dam Account
Water Asset: 190,000 AF No expiration

10 Year Projection (continued)

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2027	Investment Income (Beginning FY Balances Compounded at 1.50%)	388,900		26,134,637
2027	WAPA Loan Repayment (See Note 1)	2,496,924		28,631,561
2027	Transfer to Fontenelle Reservoir Account for Riprap Project (See Note 2)		5,000,000	23,631,561
2028	Investment Income (Beginning FY Balances Compounded at 1.50%)	356,900		23,988,461
2028	WAPA Loan Repayment (See Note 1)	2,496,924		26,485,385
2028	Transfer to High Savery Reservoir Account (W.S. 99-99-1001(e))		1,000,000	25,485,385
2029	Investment Income (Beginning FY Balances Compounded at 1.50%)	384,900		25,870,285
2029	WAPA Loan Repayment (See Note 1)	2,496,924		28,367,209
2030	Investment Income (Beginning FY Balances Compounded at 1.50%)	428,400		28,795,609
2030	WAPA Loan Repayment (See Note 1)	2,496,924		31,292,533
2031	Investment Income (Beginning FY Balances Compounded at 1.50%)	472,600		31,765,133
2032	Investment Income (Beginning FY Balances Compounded at 1.50%)	479,800		32,244,933
2033	Investment Income (Beginning FY Balances Compounded at 1.50%)	487,000		32,731,933

Notes

1. The last payment from WAPA will occur in April of 2030.
2. Specific legislative approval is required for this transfer to occur.

Future Uses of Buffalo Bill Dam Account

1. Fund the OM&R costs for Buffalo Bill Dam if the state sells water for municipal, industrial, or irrigation use.
2. Fund the water investment accounts for dams and reservoirs (Fontenelle, High Savery, Miscellaneous, Glendo, or Lake DeSmet).
3. If an additional lease of water occurs in Fontenelle the OM&R charges will increase and the lease will require a purchase/loan repayment.
4. Establish water investment accounts for any reservoirs that Wyoming acquires an interest in.

Conclusions and Recommendations:

1. No excess funds available at this time due to a number of future anticipated transfers to assist other accounts.

Palisades Reservoir Account
Water Asset: 33,000 AF No expiration

Transaction History (7/1/2013 to 6/30/2023)

FISCAL				
YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2014	Idaho Water District 1 2013 Space	11,752.30		91,769.28
2014	Idaho Ground Water Appropriators Lease Payment (6,500 AF)	84,250.00		176,019.28
2014	Idaho Ground Water Appropriators Option Payment	10,000.00		186,019.28
2014	Bureau of Reclamation OM&R		7,760.68	178,258.60
2014	Investment Income	3,447.22		181,705.82
2015	Idaho Water District 1 2013 Impact Payment	9,904.03		191,609.85
2015	Idaho Water District 1 2013 Yield	12,348.97		203,958.82
2015	Idaho Water District 1 2014 Space	7,885.86		211,844.68
2015	Idaho Ground Water Appropriators Option Payment	10,000.00		221,844.68
2015	Bureau of Reclamation OM&R		18,564.84	203,279.84
2015	Investment Income	5,428.36		208,708.20
2016	Idaho Water District 1 2014 Yield	8,023.34		216,731.54
2016	Idaho Water District 1 2015 Space	6,340.20		223,071.74
2016	Idaho Ground Water Appropriators Lease Payment (10,000 AF)	135,000.00		358,071.74
2016	Idaho Ground Water Appropriators Option Payment	10,000.00		368,071.74
2016	Bureau of Reclamation OM&R		4,314.15	363,757.59
2016	Investment Income	6,299.47		370,057.06
2017	Idaho Water District 1 2015 Yield	4,985.39		375,042.45
2017	Idaho Ground Water Appropriators Option Payment	10,000.00		385,042.45
2017	Idaho Ground Water Appropriators Lease Payment (5,000 AF)	62,500.00		447,542.45
2017	Idaho Water District 1 2016 Space	3,936.33		451,478.78
2017	Bureau of Reclamation OM&R		11,031.58	440,447.20
2017	Investment Income	7,400.42		447,847.62
2018	Idaho Water District 1 2016 Yield	4,042.06		451,889.68
2018	Idaho Water District 1 2017 Space	7,876.76		459,766.44
2018	Idaho Ground Water Appropriators Option Payment	10,000.00		469,766.44
2018	Bureau of Reclamation OM&R		10,391.80	459,374.64
2018	Investment Income	9,321.27		468,695.91
2019	Idaho Water District 1 2017 Yield	7,884.36		476,580.27
2019	Idaho Water District 1 2018 Space	10,225.09		486,805.36
2019	Idaho Ground Water Appropriators Option Payment	10,000.00		496,805.36
2019	Bureau of Reclamation OM&R		7,848.61	488,956.75
2019	Investment Income	15,662.34		504,619.09
2020	Idaho Water District 1 2018 Yield	10,244.15		514,863.24
2020	Bureau of Reclamation OM&R		2,677.74	512,185.50
2020	Idaho Water District 1 2019 Space	7,721.76		519,907.26
2020	Bureau of Reclamation OM&R		8,069.21	511,838.05
2020	Idaho Ground Water Appropriators Option Payment	10,000.00		521,838.05
2020	Investment Income	9,053.31		530,891.36
2021	Idaho Water District 1 2019 Yield	7,777.21		538,668.57
2021	Bureau of Reclamation OM&R		13,225.69	525,442.88
2021	Idaho Water District 1 2020 Space	10,827.79		536,270.67
2021	Investment Income	12,056.47		548,327.14
2022	Idaho Water District 1 2020 Yield	11,830.88		560,158.02
2022	Bureau of Reclamation OM&R		11,529.95	548,628.07
2022	Idaho Water District 1 2021 Space	8,952.21		557,580.28
2022	Idaho Ground Water Appropriators 2021 Option Payment	170,000.00		727,580.28
2022	Investment Income	6,748.62		734,328.90
2023	Bureau of Reclamation OM&R		47,341.35	686,987.55
2023	Investment Income	15,370.18		702,357.73
2023	Idaho Water District Impact Payment	29,165.29		731,523.02

Palisades Reservoir Account
Water Asset: 33,000 AF No expiration

10 Year Projection				
FISCAL				
YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2024 to 2033	Investment Income (Beginning FY Balances Compounded at 1.50%)	121,600		853,123
2024 to 2033	Idaho Water District 1 Space (Average \$8,400 for 10 years)	84,000		937,123
2024 to 2033	Idaho Water District 1 Yield (Average \$8,400 for 10 years)	84,000		1,021,123
2024 to 2033	Bureau of Reclamation OM&R (Average OM&R \$20,700 adding 5% inflation per year for 10 years)		260,400	760,723
2024 to 2033	Idaho Ground Water Appropriators Lease Payment	105,000		865,723

Conclusions and Recommendations:
1. No excess funds available at this time.

Miscellaneous Water Investment Account

Water Asset: 1,208 AF
\$100,000 Balance Limit per W.S. 99-99-1001(g)

Transaction History (7/1/2013 to 6/30/2023)

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2014	BOPU/Seminoe OM&R		24,903.88	40,835.15
2014	Water Sales (Aladdin)	201.24		41,036.39
2014	Investment Income	992.05		42,028.44
2015	BOPU/Seminoe OM&R		25,088.12	16,940.32
2015	Water Sales (Aladdin)	189.24		17,129.56
2015	Investment Income	817.80		17,947.36
2016	Transfer from Buffalo Bill Account	65,000.00		82,947.36
2016	BOPU/Seminoe OM&R		24,554.44	58,392.92
2016	Investment Income	1,004.29		59,397.21
2017	BOPU/Seminoe OM&R		24,997.71	34,399.50
2017	Investment Income	983.45		35,382.95
2018	BOPU/Seminoe OM&R		24,537.90	10,845.05
2018	Investment Income	639.70		11,484.75
2019	Transfer from Buffalo Bill Account	75,000.00		86,484.75
2019	BOPU/Seminoe OM&R		25,644.12	60,840.63
2019	Investment Income	1,662.69		62,503.32
2020	Investment Income	1,080.94		63,584.26
2021	BOPU/Seminoe OM&R		24,622.63	38,961.63
2021	Investment Income	1,247.04		40,208.67
2022	Investment Income	394.68		40,603.35
2023	Investment Income	847.29		41,450.64

10 Year Projection

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2024 to 2033	Investment Income (Beginning FY Balances Compounded at 1.50%)	6,200		47,651
2031 to 2033	Park Reservoir Dam OM&R (Average OM&R of \$10,000 adding 5% inflation per year for 3 years)		31,525	16,126

Notes

1. In order to keep a positive balance in this fund, periodic supplemental fund transfers from the Buffalo Bill Dam Account will be required. During FY 2024 to 2033, the balance will not exceed the \$100,000 limit. The highest approximate balance is \$46,038. The 10 Year Projection above summarizes the recurring yearly transactions.

2. In 2031, the State of Wyoming will be responsible for OM&R costs at Park Reservoir Dam per W.S. 99-99-50(b) for 1,208 AF of stored water to maintain a minimum pool for fisheries (588 AF) and to augment stream flows (620 AF). At this time, the cost of this new OM&R charge is unknown.

Conclusions and Recommendations:

1. No excess funds available at this time.

High Savery Reservoir Account
Water Asset: 22,433 AF No expiration

Transaction History (7/1/2013 to 6/30/2023)

FISCAL				
YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2014	Jons Lease	3,154.95		1,085,035.78
	Savery-Little Snake Water Sale			
2014	(14,000 AF)	38,033.17		1,123,068.95
2014	Investment Income	21,887.78		1,144,956.73
2014	OM&R Expenditures		55,000.35	1,089,956.38
2015	Jons Lease	3,407.10		1,093,363.48
	Savery-Little Snake Water Sale			
2015	(14,000 AF)	38,033.17		1,131,396.65
2015	Investment Income	27,751.45		1,159,148.10
2015	OM&R Expenditures		37,287.06	1,121,861.04
2016	Myers Lease	5,006.10		1,126,867.14
	Savery-Little Snake Water Sale			
2016	(14,000 AF)	38,033.17		1,164,900.31
2016	OM&R Expenditures		55,020.21	1,109,880.10
2016	Investment Income	22,896.18		1,132,776.28
2017	Myers Lease	5,221.35		1,137,997.63
	Savery-Little Snake Water Sale			
2017	(14,000 AF)	38,033.17		1,176,030.80
2017	OM&R Expenditures		56,201.68	1,119,829.12
2017	Investment Income	19,807.17		1,139,636.29
2018	Myers Lease	5,153.70		1,144,789.99
	Savery-Little Snake Water Sale			
2018	(14,000 AF)	38,033.17		1,182,823.16
2018	OM&R Expenditures		30,927.94	1,151,895.22
2018	Investment Income	23,335.51		1,175,230.73
2019	Myers Lease	5,030.70		1,180,261.43
	Savery-Little Snake Water Sale			
2019	(14,000 AF)	40,356.75		1,220,618.18
2019	OM&R Expenditures		33,379.41	1,187,238.77
2019	Investment Income	37,838.63		1,225,077.40
2020	Myers Lease	4,846.20		1,229,923.60
2020	Savery-Little Snake Water Sale(14,000 AF)	40,356.75		1,270,280.35
2020	OM&R Expenditures		44,264.24	1,226,016.11
2020	Investment Income	20,834.77		1,246,850.88
2021	Myers Lease	4,630.95		1,251,481.83
2021	Savery-Little Snake Water Sale(14,000 AF)	40,356.75		1,291,838.58
2021	OM&R Expenditures		64,531.85	1,227,306.73
2021	Investment Income	27,911.00		1,255,217.73
2022	Myers Lease	4,452.60		1,259,670.33
2022	Savery-Little Snake Water Sale(14,000 AF)	40,356.75		1,300,027.08
2022	OM&R Expenditures		76,486.09	1,223,540.99
2022	Investment Income	12,134.89		1,235,675.88
2023	Hog Eye Ranch Lease	4,544.85		1,240,220.73
2023	Savery-Little Snake Water Sale(14,000 AF)	40,356.75		1,280,577.48
2023	OM&R Expenditures		56,487.39	1,224,090.09
2023	Investment Income	25,337.53		1,249,427.62

High Savery Reservoir Account
 Water Asset: 22,433 AF No expiration

10 Year Projection

FISCAL				
YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2024 to 2033	Savery-Little Snake Water Sale	469,050		1,718,477
2024 to 2033	Investment Income (Beginning FY Balances Compounded at 1.50%)	177,600		1,896,077
2024 to 2033	Hog-Eye Lease	46,000		1,942,077
2024 to 2033	OM&R Expenditures (Average OM&R \$55,100 adding 5% inflation per year for 10 years)		693,000	1,249,077
2024 to 2033	Mechanical Equipment Replacement and Major Repairs due to Aging Infrastructure		900,000	349,077
2024	Savery in winter months		160,000	189,077
2028	Transfer from Buffalo Bill Dam Account	1,000,000		1,189,077

Conclusions and Recommendations:

1. Fund is stable with no excess funds available at this time.

Pathfinder Modification Account

Water Asset: 20,000 AF for WY and 33,493 AF for Environmental No expiration

Transaction History (7/1/2013 to 6/30/2023)

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2014	Central WY Reg. Water System JPB Readiness to Serve	750.00		8,190,797.52
2014	Town of Evansville Readiness to Serve	147.50		8,190,945.02
2014	City of Casper Water Purchase (1950 AF)	12,512.50		8,203,457.52
2014	Central WY Reg. Water System JPB Water Purchase (150 AF)	207.50		8,203,665.02
2014	Town of Evansville Water Purchase (100 AF)	2,500.00		8,206,165.02
2014	Town of Glenrock Water Purchase (50 AF)	1,030.00		8,207,195.02
2014	Town of Mills Water Purchase (66 AF)	1,000.00		8,208,195.02
2014	Bureau of Reclamation OM&R		10,285.65	8,197,909.37
2014	Investment Income	169,080.29		8,366,989.66
2015	Central WY Reg. Water System JPB Water Purchase (150 AF)	750.00		8,367,739.66
2015	Town of Mills Water Purchase (66.5 AF)	1,000.00		8,368,739.66
2015	City of Casper Water Purchase (1950 AF)	9,750.00		8,378,489.66
2015	Town of Evansville Water Purchase (100 AF)	500.00		8,378,989.66
2015	Town of Glenrock Water Purchase (50 AF)	250.00		8,379,239.66
2015	Bureau of Reclamation OM&R		353.84	8,378,885.82
2015	Investment Income	215,265.52		8,594,151.34
2016	Central WY Reg. Water System JPB Water Purchase (150 AF)	750.00		8,594,901.34
2016	Town of Glenrock Water Purchase (50 AF)	250.00		8,595,151.34
2016	Town of Mills Water Purchase (66.5 AF)	1,000.00		8,596,151.34
2016	City of Casper Water Purchase (1950 AF)	9,750.00		8,605,901.34
2016	Town of Evansville Water Purchase (100 AF)	500.00		8,606,401.34
2016	Bureau of Reclamation OM&R		4,538.29	8,601,863.05
2016	Investment Income	178,633.56		8,780,496.61
2017	Central WY Reg. Water System JPB Water Purchase (150 AF)	750.00		8,781,246.61
2017	Town of Glenrock Water Purchase (50 AF)	250.00		8,781,496.61
2017	City of Casper Water Purchase (1950 AF)	9,750.00		8,791,246.61
2017	Town of Evansville Water Purchase (100 AF)	500.00		8,791,746.61
2017	Investment Income	156,427.26		8,948,173.87
2018	Bureau of Reclamation OM&R		7,055.66	8,941,118.21
2018	Town of Mills Readiness to Serve	337.50		8,941,455.71
2018	Platte River Recovery Implementation Program Water Sale (4,800 AF)	312,000.00		9,253,455.71
2018	Central WY Reg. Water System JPB Water Purchase (150 AF)	750.00		9,254,205.71
2018	Town of Glenrock Water Purchase (50 AF)	250.00		9,254,455.71
2018	Town of Mills Water Purchase (20 AF)	500.00		9,254,955.71
2018	City of Casper Water Purchase (1950 AF)	9,750.00		9,264,705.71
2018	Town of Evansville Water Purchase (100 AF)	500.00		9,265,205.71
2018	Bureau of Reclamation OM&R		6,884.60	9,258,321.11
2018	Investment Income	189,283.90		9,447,605.01

Pathfinder Modification Account

Water Asset: 20,000 AF for WY and 33,493 AF for Environmental No expiration

Transaction History Continued (7/01/2013 to 6/30/2023)

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
	Platte River Recovery Implementation Program			
2019	Water Sale (8,100 AF)	526,500.00		9,974,105.01
2019	Town of Mills Readiness to Serve	500.00		9,974,605.01
	Mitigation Obligations for Safety of Dam			
2019	Modifications to Glendo and Guernsey		1,214,466.38	8,760,138.63
2019	Town of Evansville Water Purchase (100 AF)	500.00		8,760,638.63
	Central WY Reg. Water System JPB Water			
2019	Purchase (150 AF)	750.00		8,761,388.63
2019	Town of Glenrock Water Purchase (50 AF)	250.00		8,761,638.63
2019	City of Casper Water Purchase (1950 AF)	9,750.00		8,771,388.63
2019	Town of Mills Water Purchase (20 AF)	500.00		8,771,888.63
2019	Bureau of Reclamation OM&R		6,301.50	8,765,587.13
2019	Investment Income	294,869.91		9,060,457.04
	Platte River Recovery Implementation Program			
2020	Water Sale (9,600 AF)	624,000.00		9,684,457.04
2020	Town of Mills Readiness to Serve	500.00		9,684,957.04
2020	City of Casper Water Purchase (1950 AF)	9,750.00		9,694,707.04
	Central WY Reg. Water System JPB Water			
2020	Purchase (150 AF)	750.00		9,695,457.04
2020	Town of Evansville Water Purchase (100 AF)	500.00		9,695,957.04
2020	Town of Glenrock Water Purchase (50 AF)	250.00		9,696,207.04
2020	Town of Mills Water Purchase (20 AF)	500.00		9,696,707.04
2020	Bureau of Rec OM&R		6,175.44	9,690,531.60
	Platte River Recovery Implementation Program			
2020	Water Sale (9,600 AF) less credit of 4800 AF unused in 2019	312,000.00		10,002,531.60
2020	Investment Income	171,981.88		10,174,513.48
2021	Town of Mills Readiness to Serve	500.00		10,175,013.48
2021	Town of Glenrock Water Purchase (50 AF)	250.00		10,175,263.48
2021	Town of Evansville Water Purchase (100 AF)	500.00		10,175,763.48
2021	City of Casper Water Purchase (1950 AF)	9,750.00		10,185,513.48
	Central WY Reg. Water System JPB Water			
2021	Purchase (150 AF)	750.00		10,186,263.48
2021	Town of Mills Water Purchase (40 AF)	1,000.00		10,187,263.48
2021	Bureau of Reclamation OM&R		14,106.46	10,173,157.02
2021	Investment Income	228,098.26		10,401,255.28
2022	Town of Mills Readiness to Serve	500.00		10,401,755.28
2022	City of Rawlins Readiness to Serve	3,187.50		10,404,942.78
2022	Town of Glenrock Readiness to Serve	250.00		10,405,192.78
2022	Town of Evansville Readiness to Server	500.00		10,405,692.78
2022	City of Casper Water Purchase (1950 AF)	9,750.00		10,415,442.78
	Central WY Reg. Water System JPB Water			
2022	Purchase (150 AF)	750.00		10,416,192.78
2022	Town of Mills Water Purchase (80 AF)	1,500.00		10,417,692.78
2022	Bureau of Reclamation OM&R		9,861.50	10,407,831.28
2022	Investment Income	102,189.69		10,510,020.97
	Platte River Recovery Implementation Program			
2023	Water Sale (9,600 AF)	624,000.00		11,134,020.97
2023	Town of Evansville 100 AF Water Purchase	950.00		11,134,970.97

Pathfinder Modification Account

Water Asset: 20,000 AF for WY and 33,493 AF for Environmental No expiration

Transaction History Continued (7/01/2013 to 6/30/2023)

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
	Central Wyoming Regional Water System JPB 150			
2023	AF Water Purchase	825.00		11,135,795.97
2023	Town of Mills 80 AF Water Purchase	1,000.00		11,136,795.97
2023	Town of Glenrock 50 AF Water Purchase	450.00		11,137,245.97
2023	City of Casper Pathfinder water 1950 AF Purchase	10,850.00		11,148,095.97
2023	Town of Evansville 200 AF Water Purchase and Readiness-to-Serve	6,000.00		11,154,095.97
2023	Bureau of Reclamation OM&R		16,505.90	11,137,590.07
2023	Investment Income	231,887.96		11,369,478.03

10 Year Projection

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2024 to 2033	Platte River Recovery Implementation Program Water Purchase	3,120,000		14,489,478
2024 to 2033	Investment Income (Beginning FY Balances Compounded at 1.50%)	2,059,500		16,548,978
2024 to 2033	Bureau of Reclamation OM&R (Average OM&R \$11,700 adding 5% inflation per year for 10 years)		147,200	16,401,778
2024 to 2033	Municipality Readiness to Serve Payments	132,500		16,534,278
2024 to 2033	Municipality Water Purchase Revenue	1,500		16,535,778

Conclusions and Recommendations:

1. Currently there is no statutory provision to move excess funds from the Pathfinder Modification Account; thus, no action is recommended.

Glendo Reservoir Account
Water Asset: 10,600 AF expires 2052

Transaction History (7/01/2013 to 6/30/2023)

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2014	Bureau of Reclamation Agreement #129E6A0080 Water Purchase (3,725 AF)		7,450.00	853,130.77
2014	Bureau of Reclamation OM&R		2,684.46	850,446.31
2014	Investment Income	17,556.17		868,002.48
2015	Bureau of Reclamation Agreement #129E6A0080 Water Purchase (5,170 AF)		10,340.00	857,662.48
2015	Bureau of Reclamation Agreement #11AG6A0100 - Refund	6,549.49		864,211.97
2015	Bureau of Reclamation OM&R		3,699.04	860,512.93
2015	Investment Income	22,060.53		882,573.46
2016	Bureau of Reclamation Agreement #129E6A0080 Water Purchase (3,300 AF)		6,600.00	875,973.46
2016	Bureau of Reclamation OM&R		3,855.53	872,117.93
2016	Investment Income	18,182.90		890,300.83
2017	Bureau of Reclamation OM&R		2,903.18	887,397.65
2017	Investment Income	15,841.49		903,239.14
2018	Bureau of Reclamation Agreement #129E6A0080 Water Purchase (3,250 AF)		6,500.00	896,739.14
2018	Bureau of Reclamation OM&R		5,020.20	891,718.94
2018	Bureau of Reclamation Agreement #129E6A0080 Water Purchase (3,238 AF)		6,476.00	885,242.94
2018	Investment Income	18,380.02		903,622.96
2019	Bureau of Reclamation OM&R		3,258.08	900,364.88
2019	Investment Income	29,107.65		929,472.53
2020	Bureau of Reclamation OM&R		4,272.04	925,200.49
2020	Investment Income	16,034.98		941,235.47
2021	Bureau of Reclamation OM&R		4,371.74	936,863.73
2021	Investment Income	21,171.47		958,035.20
2022	Bureau of Reclamation OM&R		4,599.47	953,435.73
2022	Investment Income	9,400.71		962,836.44
2022	Bureau of Reclamation Agreement #129E6A0080 Water Purchase (6,538 AF)		13,076.00	949,760.44
2023	Bureau of Reclamation OM&R		4,923.13	944,837.31
2023	Investment Income	19,760.18		964,597.49
2023	Bureau of Reclamation Agreement #129E6A0080 Water Purchase		1,270.00	963,327.49

10 Year Projection

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2024 to 2033	Bureau of Reclamation OM&R (Average OM&R of \$4,600 adding 5% inflation per year for 10 years)		58,000.00	905,327
2024 to 2033	Water Purchase (6,550 AF at \$2.00 per AF)		131,000.00	774,327
2024 to 2033	Investment Income (Beginning FY Balances Compounded Monthly at 1.50%)	142,700		917,027

Conclusions and Recommendations

1. Currently there is no statutory provision to move excess funds from the Glendo Reservoir Account; thus, no action is recommended.

Lake DeSmet Reservoir Account
Water Asset: 62,199 AF No expiration
Healy Reservoir Water Asset: 5,140 AF

Transaction History (Inception to 6/30/2023)				
FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2018	Transfer from WDA I per SL 2018 CH 115	2,000,000.00		2,000,000.00
2019	Morey Ranch Water Purchase (150 AF) and Readiness to Serve	2,750.00		2,002,750.00
2019	Wohlbrandt Ranch Water Purchase (230 AF) and Readiness to Serve	3,950.00		2,006,700.00
2019	Merlon Ranch Water Purchase (200 AF) Readiness to Serve	3,300.00		2,010,000.00
2019	Wohlbrandt Ranch Readiness to Serve	251.70		2,010,251.70
2019	Morey Ranch Water Purchase (150 AF) and Readiness to Serve	2,750.00		2,013,001.70
2019	Merlon Ranch Readiness to Serve	1,000.00		2,014,001.70
2019	OM&R Expenditures		84,717.80	1,929,283.90
2019	Investment Income	63,513.96		1,992,797.86
2020	Refund First American Title Fees	10.70		1,992,808.56
2020	Wohlbrandt Ranch (Readiness-to-Serve 500 AF at \$1.50 and 54.57 AF used at \$15 AF)	1,568.55		1,994,377.11
2020	Merlon Ranch 200AF (Readiness-to-Serve \$5/AF)	1,000.00		1,995,377.11
2020	Morey Ranch 150AF Water Purchase	225.00		1,995,602.11
2020	OM&R Expenditures		49,751.89	1,945,850.22
2020	Investment Income	33,818.75		1,979,668.97
2021	Wohlbrandt Ranch (Readiness-to-Serve 500 AF at \$1.50 and 66.48 AF used at \$15)	1,747.20		1,981,416.17
2021	Merlon Ranch (Readdiness-to-Serve 200 AF at \$5 and 415 AF in 2020 at \$15)	7,225.00		1,988,641.17
2021	Morey Ranch 247.10 AF Water Purchase and 2021 Readiness to Serve	3,931.50		1,992,572.67
2021	OM&R Expenditures		61,326.82	1,931,245.85
2021	Investment Income	44,195.76		1,975,441.61
2022	Wohlbrandt Ranch (Readiness-to-Serve 500 AF at \$1.50 and 193 AF used at \$15)	3,645.00		1,979,086.61
2022	Merlon Ranch (Readdiness-to-Serve 200 AF at \$5)	1,000.00		1,980,086.61
2022	Morey Ranch 150 AF Water Purchase and 2022 Readiness to Serve	2,475.00		1,982,561.61
2022	Circle P Ranch 200AF (Readiness-to-Serve \$5/AF)	1,000.00		1,983,561.61
2022	Healy Reservoir Clear Creek Substation Annual Lease Payment	500.00		1,984,061.61
2022	Healy Reservoir - WYDOT Royalties	387.60		1,984,449.21
2022	OM&R Expenditures		62,400.84	1,922,048.37
2022	Investment Income	19,144.83		1,941,193.20

Transaction History Continued (Inception to 6/30/2023)

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2023	Wohlbrandt Ranch (Readiness-to-Serve 500 AF at \$1.50 and 113 AF used at \$15)	2,443.00		1,943,636.20
2023	Merlon Ranch (Readdiness-to-Serve 200 AF at \$5 and 200 AF at \$15)	4,000.00		1,947,636.20
2023	Morey Ranch 170 AF Water Purchase and 2023 Readiness to Serve	2,805.00		1,950,441.20
2023	Healy Reservoir Clear Creek Substation Annual Lease Payment	500.00		1,950,941.20
2023	OM&R Expenditures		83,422.77	1,867,518.43
2023	Investment Income	39,575.58		1,907,094.01

10 Year Projection

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2024 to 2033	Water Purchases (\$9,400 per year)	104,000		2,011,094
2024 to 2033	WWDO OM&R Healy Reservoir (\$30,000 per year)		300,000	1,711,094
2024 to 2033	Investment Income (Beginning FY Balances Compounded at 1.50%)	258,100		1,969,194
2024 to 2033	Johnson County OM&R Lake DeSmet (Average OM&R \$45,000 adding 5% inflation per year for 10 years)		566,005	1,403,189

Conclusions and Recommendations:

1. Currently there is no statutory provision to move excess funds from the Lake DeSmet Reservoir Account; thus, no action needed.

Middle Piney Reservoir Account
Special Use Permit for 4,201 AF expires 2047

Transaction History (Inception to 6/30/2023)

FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
	Transfer from WDA III per SL 2019			
2019	CH 55	500,000.00		500,000.00
2019	Investment Income	5,867.95		505,867.95
2020	Investment Income	8,737.52		514,605.47
2021	Investment Income	11,582.75		526,188.22
2022	Investment Income	5,166.33		531,354.55
2023	Investment Income	11,086.35		542,440.90
2023	O&M Expenditures		110.00	542,330.90

10 Year Projection

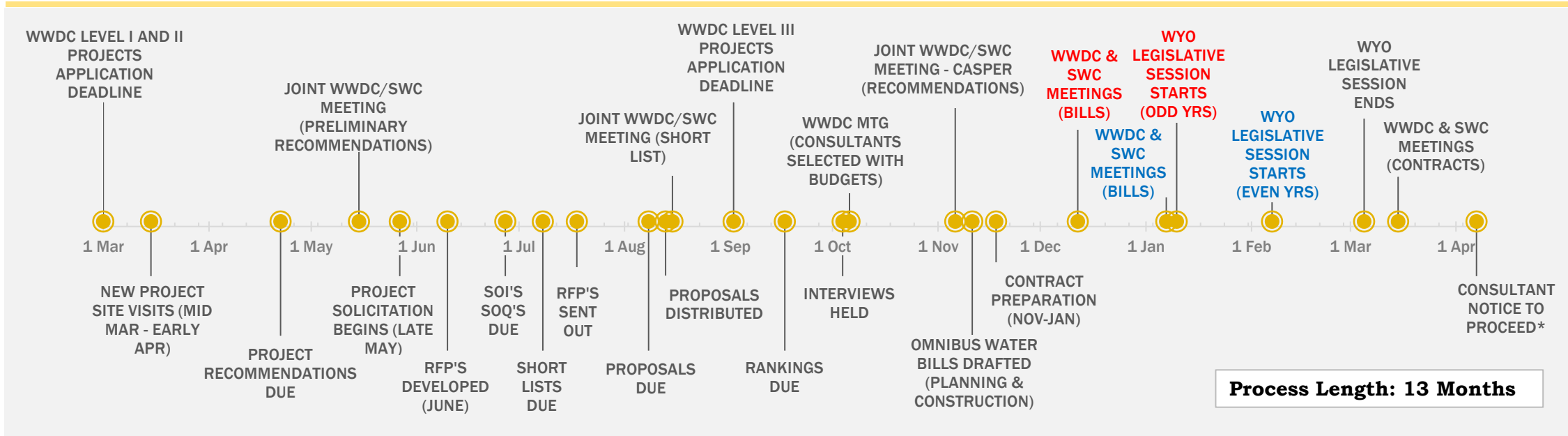
FISCAL YEAR	DESCRIPTION	REVENUE	EXPENDITURE	BALANCE
2024 to 2033	Water Purchases (\$10,000 per year)	100,000		642,331
	OM&R Expenditures (Average			
	OM&R \$10,000 adding 5% inflation			
2024 to 2033	per year for 10 years)		125,800	516,531
	Investment Income (Beginning FY			
2024 to 2033	Balances Compounded at 1.50%)	86,600		603,131

Conclusions and Recommendations:

1. Currently there is no statutory provision to move excess funds from the Middle Piney Reservoir Account; thus, no action needed.

PLANNING
PROJECTS
CONSULTANT
SELECTION
PROCESS
UPDATE

WWDC PLANNING PROJECT FUNDING APPROVAL AND CONSULTANT SELECTION SCHEDULE



* Subject to Water Planning Bill having an effective date upon signature.

2024 WYOMING WATER DEVELOPMENT PROGRAM

LEVEL I/II PLANNING PROJECTS

Level I Projects - New Development	Applicant	Div	County	Acct	Project Mgr	Commissioners		Description
1 Alpine Water Master Plan	Town of Alpine	IV	Lincoln	I	Moser	Glick	Pince	Water Master Plan Update (1995)
2 Bairoil Water Master Plan	Town of Bairoil	I	Sweetwater	I	Clarey	Kot	Suchor	Water Master Plan
3 Chugwater Water Master Plan	Town of Chugwater	I	Platte	I	Clarey	Glick	Suchor	Water Master Plan Update (1996)
4 Douglas Water Master Plan	City of Douglas	I	Converse	I	Gondzar	Kailey	Lawson	Water Master Plan Update (2010)
5 GR-RS-SC JPWB Regional Water MP	GR/RS/SC Joint Powers Water	IV	Sweetwater	I	Clarey	Anselmi-Dalton	Kot	Water Master Plan Update (2007/09)
6 GR/LS River Basins Conveyance Loss	State of Wyoming	I-IV	Several	I	Tavelli	Anselmi-Dalton	Kot	Conveyance Loss Study
7 Hudson Water Master Plan	Town of Hudson	III	Fremont	I	Moser	Glick	Pince	Water Master Plan Update (2009)
8 Salt River Watershed Study	Star Valley Conservation District	IV	Lincoln	I	Jones	Anselmi-Dalton	Choma	Watershed Study
9 SMP Regional Water Master Plan	Shoshone Municipal Water JPB	III	Park	I	Tavelli	Choma	Lawson	Water Master Plan

Level II Projects - New Development	Applicant	Div	County	Acct	Project Mgr	Commissioners		Description
10 Burns Groundwater Supply	Town of Burns	I	Laramie	I	Moser	Hoese	Kot	Deep Well Siting Study/Exploration
11 Cody Area Evaluations 2024	City of Cody	III	Park	I	Tavelli	Anselmi-Dalton	Craig	Feasibility Evaluation of East/NW Growth
12 Greybull Water System Improvements	Town of Greybull	III	Big Horn	I	Moser	Glick	Kailey	Tank and Transmission Line
13 Hot Springs County Supply Evaluation	Hot Springs County Rural Water	III	Hot Springs	I	Moser	Glick	Kailey	Water Supply Study

Level I Projects - Rehabilitation	Applicant	Div	County	Acct	Project Mgr	Commissioners		Description
14 Big Horn Canal ID Master Plan	Big Horn Canal Irrigation District	III	Big Horn	II	Jones	Craig	Pince	ID Master Plan Update (2007)
15 Elk Canal Master Plan	Elk Water Users Irrigation District	III	Park	II	Tavelli	Craig	Hoese	Master Plan/Waive Entity Req
16 Horse Creek CD Master Plan	Horse Creek Conservation District	I	Goshen	II	Pavlica	Choma	Kot	ID Master Plan
17 Midvale ID Master Plan	Midvale Irrigation District	III	Fremont	II	Gondzar	Lawson	Pince	ID Master Plan Update (2007)
18 Powder River ID Master Plan	Powder River Irrigation District	II	Johnson	II	Jones	Hoese	Suchor	Irrigation District Master Plan
19 Strawberry Canal Master Plan	Strawberry Canal Company	IV	Lincoln	II	Jones	Anselmi-Dalton	Choma	Master Plan/Waive Entity Req

2023 CONSULTANT SELECTION TIMELINE

Solicitation for professional services..... Friday, May 26th

Statements of Interest/Statements of Qualification due.....Friday, June 23rd, 1 pm

SOI/SOQ short lists finalized.....Friday, July 7th

RFP's sent out to short-listed consultants..... Tuesday, July 11th

Proposals due to the WWDO..... Thursday, August 10th, 1 pm

Proposals distributed to selection teams..... Friday, August 11th

Proposal rankings due to the WWDO..... Friday, September 15th, 5 pm

Interview short lists released..... Monday, September 18th

Consultant interviews..... Mon-Wed, October 2nd-4th

WWDC Meeting (consultant selection approval) Thursday, October 5th

<u>RFP #</u>	<u>SL</u>	<u>Prime</u>	<u>Project</u>	<u>Manager</u>	<u>Prime City</u>	<u>Prime State</u>
24-1	x	Forsgren Associates, Inc.	Alpine Water Master Plan	Moser	Evanston	WY
24-1	x	Jorgensen Associates, Inc.	Alpine Water Master Plan	Moser	Jackson	WY
24-1	x	Sunrise Engineering	Alpine Water Master Plan	Moser	Afton	WY
24-2	x	Forsgren Associates, Inc.	Bairoil Water Master Plan	Clarey	Evanston	WY
24-2	x	James Gore and Associates	Bairoil Water Master Plan	Clarey	Riverton	WY
24-2	x	Y2 Consultants, LLC	Bairoil Water Master Plan	Clarey	Cheyenne	WY
24-3	x	AVI	Chugwater Water Master Plan	Clarey	Torrington	WY
24-3	x	Baker and Associates	Chugwater Water Master Plan	Clarey	Torrington	WY
24-3	x	Y2 Consultants, LLC	Chugwater Water Master Plan	Clarey	Cheyenne	WY
24-4	x	HDR	Douglas Water Master Plan	Gondzar	Cheyenne	WY
24-5	x	Forsgren Associates, Inc.	GR-RS-SC JPWB Regional Water Master Plan	Clarey	Evanston	WY
24-5	x	Sunrise Engineering	GR-RS-SC JPWB Regional Water Master Plan	Clarey	Afton	WY
24-6	x	Stantec Consulting Services, Inc.	Green River/Little Snake River Basins Conveyance Loss Study	Tavelli	Cheyenne	WY
24-7	x	Forsgren Associates, Inc.	Hudson Water Master Plan	Moser	Evanston	WY
24-7	x	HDR	Hudson Water Master Plan	Moser	Lander	WY
24-8	x	Y2 Consultants, LLC	Salt River Watershed Study	Jones	Cheyenne	WY
24-9	x	DOWL	Shoshone Municipal Pipeline Regional Water Master Plan	Tavelli	Cody	WY
24-9	x	Engineering Associates	Shoshone Municipal Pipeline Regional Water Master Plan	Tavelli	Cody	WY
24-10	x	Engineering Associates	Burns Groundwater Supply	Moser	Laramie	WY
24-10	x	Forsgren Associates, Inc.	Burns Groundwater Supply	Moser	Evanston	WY
24-10	x	Stantec Consulting Services, Inc.	Burns Groundwater Supply	Moser	Cheyenne	WY
24-10	x	Trihydro Corporation	Burns Groundwater Supply	Moser	Laramie	WY
24-11	x	Engineering Associates	Cody Area Evaluations 2024	Tavelli	Cody	WY
24-12	x	DOWL	Greybull Water System Improvements	Moser	Cheyenne	WY
24-12	x	James Gores and Associates	Greybull Water System Improvements	Moser	Evanston	WY
24-13	x	DOWL	Hot Springs County Groundwater Supply	Moser	Sheridan	WY
24-13	x	Engineering Associates	Hot Springs County Groundwater Supply	Moser	Cody	WY
24-14	x	JUB Engineers, Inc.	Big Horn Canal ID Master Plan	Jones	Cody	WY
24-14	x	Sage Civil Engineers	Big Horn Canal ID Master Plan	Jones	Cody	WY
24-14	x	Western Heritage Consulting & Engineering LLC	Big Horn Canal ID Master Plan	Jones	Cody	WY
24-14	x	Western Water Consultants, Inc. (WWC Eng.)	Big Horn Canal ID Master Plan	Jones	Cody	WY

24-15	x	JUB Engineers, Inc.	Elk Canal Master Plan	Tavelli	Cody	WY
24-16	x	AVI	Horse Creek Conservation District Water Master Plan	Pavlica	Cheyenne	WY
24-16	x	Western Heritage Consulting & Engineering LLC	Horse Creek Conservation District Water Master Plan	Pavlica	Casper	WY
24-16	x	Western Water Consultants (WWC)	Horse Creek Conservation District Water Master Plan	Pavlica	Laramie	WY
24-17	x	Trihydro Corporation	Midvale ID Master Plan	Gondzar	Laramie	WY
24-17	x	Western Heritage Consulting & Engineering LLC	Midvale ID Master Plan	Gondzar	Casper	WY
24-18	x	Western Heritage Consulting & Engineering LLC	Powder River ID Master Plan	Jones	Kaycee	WY
24-18	x	Western Water Consultants, Inc. (WWC Eng.)	Powder River ID Master Plan	Jones	Kaycee	WY
24-19	x	Forsgren Associates, Inc.	Strawberry Canal Master Plan	Jones	Evanston	WY
24-19	x	JUB Engineers, Inc.	Strawberry Canal Master Plan	Jones	Evanston	WY
24-19	x	Sunrise Engineering	Strawberry Canal Master Plan	Jones	Afton	WY



**2024 WWDC LEVEL I & II PLANNING PROJECTS
CONSULTANT SELECTION PROCESS
WYOMING WATER DEVELOPMENT OFFICE
PLANNING DIVISION**



9 - YEAR SUMMARY

	# of Projects	# of Submissions	# of Different Firms
Current – new process (2024)	19	43	16
Last Year – new process (2023)	16	36	17
Prev Year – new process (2022)	7	22	16
Prev Year – new process (2021)	12	52	29
Prev Year – new process (2020)	13	54	26
Prev Year – new process (2019)	7	35	23
Prev. Year – old process (2018)	19	91	46
Prev. Year – old process (2017)	23	99	44
Prev. Year – old process (2016)	24	127	59

CURRENT SELECTION

By Project:

of submissions by firm per project varied:

- Low: 5 projects/1 firm – Douglas Water Master Plan; Green River\Little Snake R Basins Conveyance Loss Study; Salt River Watershed Study; Cody Area Evaluations 2024; and Elk Canal Master Plan
- High: 3 projects/4 firms – Alpine Water Master Plan; Burns Groundwater Supply; and Big Horn Canal Irrigation District Master Plan

Average submissions per project = 2.26 (2.25 last year; 3.14 two yrs ago; 4.33 three yrs ago)

By Firm:

of submissions by firm varied:

- 3 firms - 1 project
- 5 firms - 2 projects
- 4 firms - 3 projects
- 3 firms - 4 projects
- 1 firm - 6 projects

Average submissions per firm = 2.69 ≈ 2.7 (2.1 last year; 1.4 two yrs ago; 1.8 three yrs ago)

After Completion of the Short-Listing Exercise:

- 42 of 43 submissions still standing; one was eliminated.
- 16 of 16 firms are still standing; none were eliminated.
- 100% of firms still standing are in-state firms (same as last 3 years)

2023 WWDC CONSULTANT INTERVIEW SCHEDULE

MONDAY, OCTOBER 2ND

12:30 PM	Sponsor Briefing WWDO Conference Rm		
Room:	Hot Springs Supply Eval WWDO Conference Rm	GR/LS Conveyance Loss BORPE Conference Rm	Commissioners
1:00 PM 2:00 PM 3:00 PM			<u>Open</u>
Team:	Project Manager Commissioner 1 Commissioner 2 Advisor Sponsor	Moser Glick Kailey Mallo Tom Ryan	Tavelli Anselmi-Dalton Kot Payne (SEO) Lawrence
			Choma Craig Hoese Lawson Pince Suchor

TUESDAY, OCTOBER 3RD

Room:	Burns GW Supply Capitol Extension Rm #2	Chugwater Water MP Capitol Extension Rm #3	Midvale ID Master Plan Capitol Extension Rm #4
8:00 AM 9:00 AM 10:00 AM			Strawberry Canal MP Capitol Extension Rm #5
Team:	Project Manager Commissioner 1 Commissioner 2 Advisor Sponsor	Moser Hoese Kot Moloney (SEO) Judy Johnstone	Clarey Glick Suchor Russell Carol Ash
			Gondzar Lawson Pince Kaiser Steve Lynn
			Jones Anselmi-Dalton Choma Brewer Julie Olenlager
			Commissioners <u>Open</u> Craig Kailey

Room:	Alpine Water MP Capitol Extension Rm #2	Bairoil Water MP Capitol Extension Rm #3	Elk Canal Master Plan Capitol Extension Rm #4
1:00 PM 2:00 PM 3:00 PM			Salt R Watershed Study Capitol Extension Rm #5
Team:	Project Manager Commissioner 1 Commissioner 2 Advisor Sponsor	Moser Glick Pince Brewer Craig Leseberg	Clarey Kot Suchor Kaiser Lowell Clawson
			Tavelli Craig Hoese Russell Fred Hopkin
			Jones Anselmi-Dalton Choma Marston (WRDS) Kay Lynn Nield
			Gondzar Kailey Lawson Pavlica Joshua Oberlander

WEDNESDAY, OCTOBER 4TH

Room:	Hudson Water MP Capitol Extension Rm #2	Horse Crk CD MP Capitol Extension Rm #4	Powder River ID MP Capitol Extension Rm #5
8:00 AM 9:00 AM 10:00 AM			Cody Area Eval 2024 Capitol Extension Rm #6
Team:	Project Manager Commissioner 1 Commissioner 2 Advisor Sponsor	Moser Glick Pince Marston (WRDS) Sherry Oler	Clarey Kot Suchor Kaiser Lowell Clawson
			Pavlica Choma Kot Mitchell Lon Eisenbarth
			Jones Hoese Suchor Cordtz (WRDS) Talbot Koch
			Tavelli Anselmi-Dalton Craig Mallo Phillip Bowman
			Commissioners <u>Open</u>

Room:	Greybull Water Sys Imp Capitol Extension Rm #2	GR-RS-SC JPWB Water MP Capitol Extension Rm #3	Big Horn Canal ID MP Capitol Extension Rm #4
1:00 PM 2:00 PM 3:00 PM			Shoshone Muni Pipeline MP Capitol Extension Rm #6
Team:	Project Manager Commissioner 1 Commissioner 2 Advisor Sponsor	Moser Glick Kailey Bergantino (WRDS) Carrie Hunt	Clarey Anselmi-Dalton Kot Mitchell Bryan Seppie
			Jones Craig Pince Russell Richard Russell
			Hoese Suchor
			Tavelli Choma Lawson Verplancke Craig Barsness
			Commissioners <u>Open</u>

PROJECT UPDATES



Bill Brewer <bill.brewer@wyo.gov>

Letter to WY Water Development Commission

1 message

Frank Schmidt <fschmidt.dbl@gmail.com>

Wed, Aug 9, 2023 at 4:39 PM

To: bill.brewer@wyo.gov

Cc: Kevin Mininger <kmininger@rjh-consultants.com>, "elevenbarone@yahoo.com" <elevenbarone@yahoo.com>, gina.anderson@bighorncountywy.gov

To: Bill Brewer
Deputy Director
WY Water Development Commission

My wife Caety and I own the Double Doc Ranch in Shell, WY. The construction of the new Leavitt reservoir will include a filling line across our property as well as many adjacent impacts.

Although we have seen changes to our property from loss of irrigation (while awaiting the new reservoir), we remain strong supporters of beginning construction of the new Leavitt reservoir as soon as possible.

There will be both immediate and long term benefits to agriculture and recreation in our region of the Big Horn Basin once the new reservoir is completed. It will be a tremendous asset to our

great state of Wyoming as it is an example of Wyoming people developing and managing one of our most precious resources--WATER.

As this state and our country continue to grow, it is our opinion that Water resources will carve the future for our descendants. We must be proactive in protecting and preserving our pure mountain water.

It is our hope that the Wyoming Water Development Commission will vote to proceed this year with construction of the new Leavitt Reservoir. We are so close to accomplishing this endeavor and must have resolve to bring this project to fruition.

Thank you,
Frank and Caety Schmidt
Double Doc Ranch, Shell, WY

USGS WY
STREAMSTATS
RELEASE
PRESENTATION



Introduction

StreamStats version 4, available at <https://streamstats.usgs.gov>, is a map-based web application (fig. 1) that provides an assortment of analytical tools that are useful for water-resources planning and management, and engineering purposes. Developed by the U.S. Geological Survey (USGS), the primary purpose of StreamStats is to provide estimates of streamflow statistics for user-selected ungaged sites on streams and for USGS streamgages, which are locations where streamflow data are collected.

Streamflow statistics, such as the 1-percent flood, the mean flow, and the 7-day 10-year low flow, are used by engineers, land managers, biologists, and many others to help guide decisions in their everyday work. For example, estimates of the 1-percent flood (which is exceeded, on average, once in 100 years and has a 1-percent chance of exceedance in any year) are used to create flood-plain maps that form the basis for setting insurance rates and land-use zoning. This and other streamflow statistics also are used for dam, bridge, and culvert design;

water-supply planning and management; permitting of water withdrawals and wastewater and industrial discharges; hydropower facility design and regulation; and setting of minimum allowed streamflows to protect freshwater ecosystems. Streamflow statistics can be computed from available data at USGS streamgages depending on the type of data collected at the stations. Most often, however, streamflow statistics are needed at ungaged sites, where no streamflow data are available to determine the statistics.

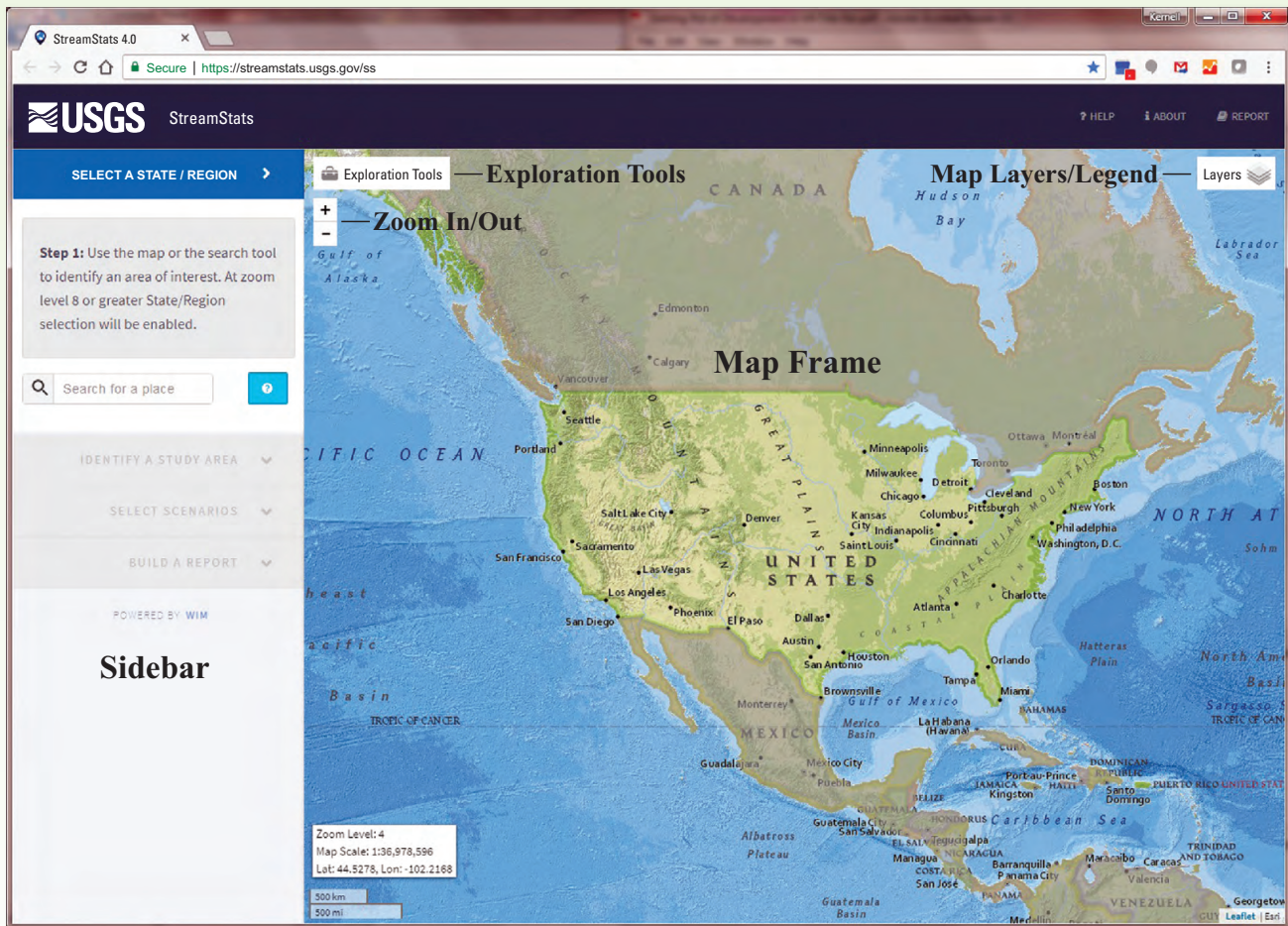


Figure 1. View of the StreamStats version 4 user interface at initiation.

Functionality

Ries and others (2004, 2008) described the development, functionality, and limitations for use of previous versions of StreamStats. Currently (2017), StreamStats version 4 includes Geographic Information System (GIS)-based tools that allow users to delineate drainage-basin boundaries for user-selected sites, compute a variety of basin characteristics, and estimate streamflow statistics for the selected site. StreamStats can perform these analyses much faster than historically used manual techniques. In addition, users can obtain descriptive information as well as previously published basin characteristics and streamflow statistics for USGS streamflow streamgages. These tools can be accessed through a map-based user interface that appears in the user's web browser (fig. 1), or individual tools can be accessed as web services by other web or desktop computer applications.

StreamStats includes additional tools that allow editing of delineated basin boundaries, and computing distances and elevation profiles between selected points on the map. Custom tools are available for some states. For example, tests for the presence of upstream regulation from dams are available for Colorado and Montana, and summaries of water withdrawals and discharges can be obtained for delineated basins in the Delaware River Basin and in northeastern Ohio. Several new tools that rely on navigation along the digital stream network are in development.

Web Site

The StreamStats home page provides a brief description of the application and some disclaimers about using it. The page also includes links to *News*, *Documentation*, *How it Works*, *Web Services*, *Batch Tool*, and *Help* pages. The *News* page provides information on changes to StreamStats, such as the addition of new states or methods for estimating streamflow statistics, operational problems, and anticipated disruptions of service. The *Documentation* page provides links to definitions of basin characteristics and streamflow statistics that appear in StreamStats outputs, this Fact Sheet, a users' manual, presentations and articles on StreamStats, and USGS internal resources. The *How it Works*

page describes the functionality that is available, how it works, the development strategy, outputs, and the StreamStats development team. The *Web Services* and *Batch Tool* pages describe how to use the StreamStats web services and batch tool, and provide access to those capabilities. The *Help* page provides information on how to obtain support for using StreamStats.

StreamStats User Interface

The StreamStats version 4 user interface (fig. 1) can display a variety of base maps and allows users to locate, select, and obtain information for gaged and ungaged sites of interest. The largest part of the interface consists of the Map Frame, which displays default and optional digital map layers, and allows the selection of sites of interest. In the top left corner of the Map Frame is the *Exploration Tools* button, and at the top right is the *Layers* button. Clicking on the *Exploration Tools* button reveals additional buttons for querying information for streamgages, measuring distances and obtaining elevation profiles between user-selected locations on the map, and showing your current location on the map. Clicking on the *Layers* button reveals buttons that allow turning on and off the digital map layers and defines the symbols that are shown for each layer.

Below the *Exploration Tools* button are the *Zoom In* and *Out* plus (+) and minus (-) buttons that allow making the scale of the map larger or smaller, respectively. The current scale and map zoom level are shown in a small text box at the lower left of the Map Frame.

The Sidebar (fig. 2), to the left of the map, is used primarily to zoom quickly to sites of interest and to obtain information for user-selected ungaged sites. The Sidebar presents a series of banners that, when selected, will turn from gray to blue and expose a panel of tool buttons and instructions on how to use them. The *Select a State/Region* banner at the top is activated initially, and contains a search tool that allows entering information about a location, such as an address, a zip code, or a state, zooming the map to that location, and selecting the state in which the site is located. When users complete using the tools under one banner, the next banner will activate automatically and expose its tools. The *Identify a Study*

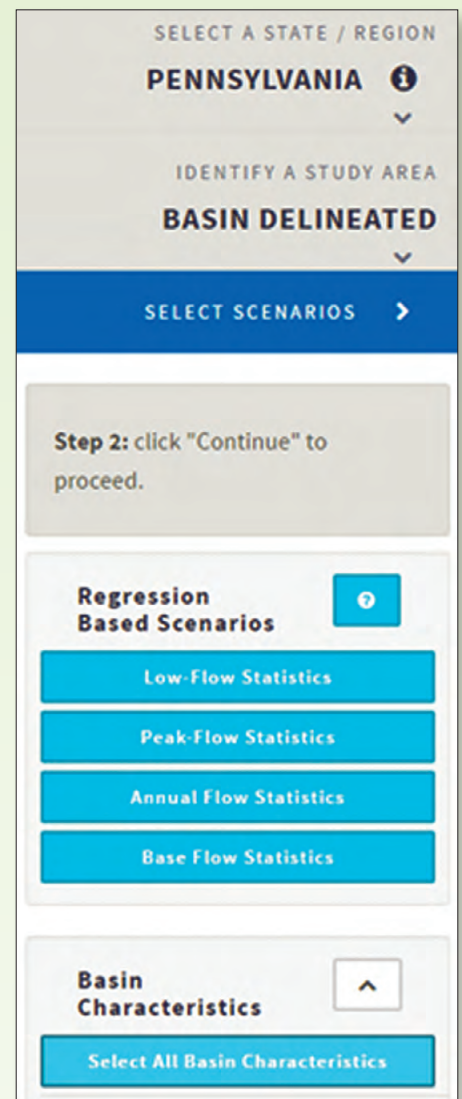


Figure 2. View of the StreamStats sidebar with the *Select Scenarios* banner activated and buttons for choosing the types of streamflow statistics and basin characteristics to be obtained.

Area banner allows delineating the drainage basin for a selected site, editing the delineated basin, and downloading the basin in a variety of formats that can be read by GIS applications. The *Select Scenarios* banner allows selection of the types of statistics to be estimated for the site based on regression equations, and the basin characteristics to be computed. The *Build a Report* banner allows selection of whether to include summaries of streamflow statistics, basin characteristics, or both, in the output report. The resulting report can then be printed, saved

to a machine-readable file, or exported with the delineated basin in a variety of GIS formats.

The [Help](#), [About](#), and [Report](#) links appear toward the right side of the black banner above the Map Frame. The [Help](#) link opens a page that provides access to the users' manual, a list of frequently asked questions and answers, and a form for submitting requests for support to the StreamStats development team. The [About](#) link opens a page that provides a very brief description of StreamStats, detailed information about the selected state or river basin, and news items about changes or upcoming events that may be of interest to users. Clicking on the [Report](#) link will cause StreamStats to generate a report that shows the results from whatever tools have been used up to the point at which the link was clicked.

This Fact Sheet does not fully describe how to use StreamStats. Complete documentation can be accessed through the links provided on the StreamStats home page and through the [Help](#) link on the user interface. It is highly recommended that users read the program documentation before attempting to use StreamStats. In particular, users who wish to estimate streamflow statistics for ungaged sites should review the information on the [State/Regional Info](#) tab that can be accessed from the [Help](#) link after selecting a state or region and the reports that are listed on the tab.

Information for Streamgages

Nearly 500,000 basin characteristics and 1.5 million streamflow statistics are available from StreamStats for more than 36,000 USGS streamgages nationwide. About 8,500 of the stations are currently operating streamgages where data are collected on a continuous basis, and about 12,000 of them are streamgages where data collection has been discontinued. Other station types include partial-record stations, and miscellaneous-measurement stations. Streamflow measurements are collected systematically over a period of years at partial-record stations to estimate peak-flow or low-flow statistics, or both. Streamflow measurements usually are collected at miscellaneous-measurement stations for specific hydrologic studies with various objectives. The station locations are displayed on the StreamStats Map Frame as various colored triangles

to indicate the station type. Simply clicking or tapping on a streamgage symbol on the map provides access to the available information, including descriptive information, basin characteristics, and streamflow statistics.

Available information varies among stations depending on the type of data collected at the station and the interests of local cooperating agencies who may have shared in the cost of computing the statistics. Descriptive information includes: the USGS station number, station name, station type, period of record, latitude, longitude, hydrologic unit code, county, directions to locate the station, and remarks indicating any effects of human impacts or other pertinent information about the station. All basin characteristics and streamflow statistics provided by StreamStats for USGS stations were previously computed and citations are provided for each value. More than 850 different types of basin characteristics and more than 2,650 different types of streamflow statistics are available for the stations, although individual stations usually have only a small number of them available.

Streamflow Statistics for Ungaged Sites

StreamStats relies on regional regression equations that were mostly developed and published by the USGS to estimate streamflow statistics for ungaged sites. Regression equations are developed by statistically relating the streamflow statistics to the basin characteristics for a group of streamgages within a region. Estimates of streamflow statistics for an ungaged site can then be obtained by measuring its basin characteristics and inserting them into the regression equations (see inset).

The tools provided in the StreamStats Sidebar automate the process for users to (1) locate their ungaged site of interest in the user interface, (2) delineate the drainage basin, (3) compute basin characteristics, (4) estimate flow statistics, and (5) produce an output report that provides a map of the delineated basin and summarizes the available information for the site. Depending on the size of the basin and the types of basin characteristics measured, this automated process can save from an hour to

a few days of work, compared to efforts needed to do the work manually.

StreamStats delineates the drainage-basin boundary for a selected site by use of an evenly spaced grid of land-surface elevations, known as a Digital Elevation Model (DEM), and a digital representation of the stream network. When a user selects a site along the digital stream network, the site location is transferred to a point in the DEM, and the DEM is then used to determine the drainage boundary. The DEM for most states has been enhanced by a process that ensures conformance to the stream network and a dataset of pre-existing drainage

Regression Equations

The USGS has developed equations to estimate peak-flow frequency statistics, such as the 100-year flood, for ungaged sites in every state. Regression equations also have been developed to estimate other types of streamflow statistics for many states. As an example, the equation for estimating the 100-year flood for ungaged sites in Vermont is

$$PK_{100} = 0.251 DA^{0.854} (S+1)^{-0.297} P^{1.089}$$

where

- PK₁₀₀** is the peak flow that occurs, on average, once in 100 years (1-percent change of occurrence in any year), in cubic feet per second;
- DA** is the drainage area, in square miles;
- S** is the percent of the basin covered by wetlands and water (storage); and
- P** is the mean annual precipitation, in inches.

Reference

Olson, S.A., 2014, Estimation of flood discharges at selected annual exceedance probabilities for unregulated, rural streams in Vermont, *with a section on Vermont regional skew regression*, by Veilleux, A.G.: U.S. Geological Survey Scientific Investigations Report 2014–5078, 27 p. plus appendixes, accessed May 18, 2017, at <http://dx.doi.org/10.3133/sir20145078>.

boundaries. This enhancement results in delineations that usually are of greater accuracy than delineations obtained from a standard DEM.

StreamStats version 2 previously included a tool that also was able to estimate streamflow statistics for ungaged sites on the basis of the flow per unit area at an upstream or downstream streamgage. That functionality is being redeveloped for version 4 and will be documented in the users' manual when it becomes available.

Limitations for Ungaged Site Estimates

StreamStats processes rely on the use of very large, complex datasets. These datasets mostly were developed by other entities internal and external to the USGS, and can contain occasional errors. Users are advised to carefully check all results for accuracy and to exercise their own professional judgment in evaluating the appropriateness of the results for their application. Basin delineations, in particular, can be erroneous. The web site provides tools and base maps useful for verifying the accuracy of the basin delineations and editing them.

Estimates of streamflow statistics that are obtained from regression equations are based on the assumption of natural flow conditions at the ungaged site unless the reports that document the equations state otherwise. If human activities such as dam regulation and water withdrawals substantially affect the timing, magnitude, or duration of flows at a selected site, the regression-equation estimates provided by StreamStats should be adjusted by the user to account for those activities.

StreamStats can be used to obtain estimates of streamflow statistics for USGS streamgages. Users should be aware that there are errors associated with estimates determined from available data for the stations as well as estimates

determined from regression equations, and some disagreement between the two sets of estimates is expected. If the flows at the stations are affected by human activities, then users should not assume that the differences between the data-based estimates and the regression-equation estimates are equivalent to the effects of human activities on streamflow at the stations.

In addition to estimates of streamflow statistics, StreamStats outputs for ungaged sites include indicators of the errors associated with the estimates, as well as values of the basin characteristics that are used as explanatory variables in the equations and the minimum and maximum values of those basin characteristics for the streamgages that were used to develop the equations. When one or more of the basin characteristics for an ungaged site are outside the given ranges, then the estimates are extrapolated. StreamStats provides warnings when extrapolation occurs. Although StreamStats does provide estimates of streamflow statistics in these circumstances, no error indicators are provided with them, as the errors associated with these estimates are unknown and may be very large.

Web Services and Batch Tool

The *Web Services* and *Batch Tool* links from the StreamStats home page provide access to instructions for using StreamStats web services and a batch tool, respectively. All StreamStats functionality is available as web services, meaning that other remote computer applications or web sites can initiate a request for a particular function over the Internet, and StreamStats can perform that function and deliver the result back to the remote application. As an example, an engineer could issue a request to obtain a basin delineation from StreamStats using a separate desktop mapping application and thus avoid the need to assemble and process the GIS

data that would be needed in the desktop application to determine the delineation.

The batch tool produces shapefiles that contain the delineated basins, basin characteristics, and flow statistics for multiple sites requested at once. Users need to upload a shapefile of points of interest that have been edited in a GIS so they are coincident with the StreamStats stream grid before running the batch tool.

References Cited

Ries, K.G., III, Guthrie, J.D., Rea, A.H., Steeves, P.A., and Stewart, D.W., 2008, StreamStats: A water resources web application: U.S. Geological Survey Fact Sheet 2008–3067, 6 p., accessed May 18, 2017, at <https://pubs.usgs.gov/fs/2008/3067/>.

Ries, K.G., III, Steeves, P.A., Coles, J.D., Rea, A.H., and Stewart, D.W., 2004, StreamStats: A U.S. Geological Survey web application for stream information: U.S. Geological Survey Fact Sheet FS 2004–3115, 4 p., accessed May 18, 2017, at <https://pubs.usgs.gov/fs/2004/3115/>.

By Kernell G. Ries, III, Jeremy K. Newson, Martyn J. Smith, John D. Guthrie, Peter A. Steeves, Tana L. Haluska, Katharine R. Kolb, Ryan F. Thompson, Richard D. Santoro, and Hans W. Vraga

Additional Information

For more information, visit the StreamStats website at <https://streamstats.usgs.gov/>.

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Photographs by Edward J. Doheny, U.S. Geological Survey

Supersedes USGS Fact Sheet 2008–3067

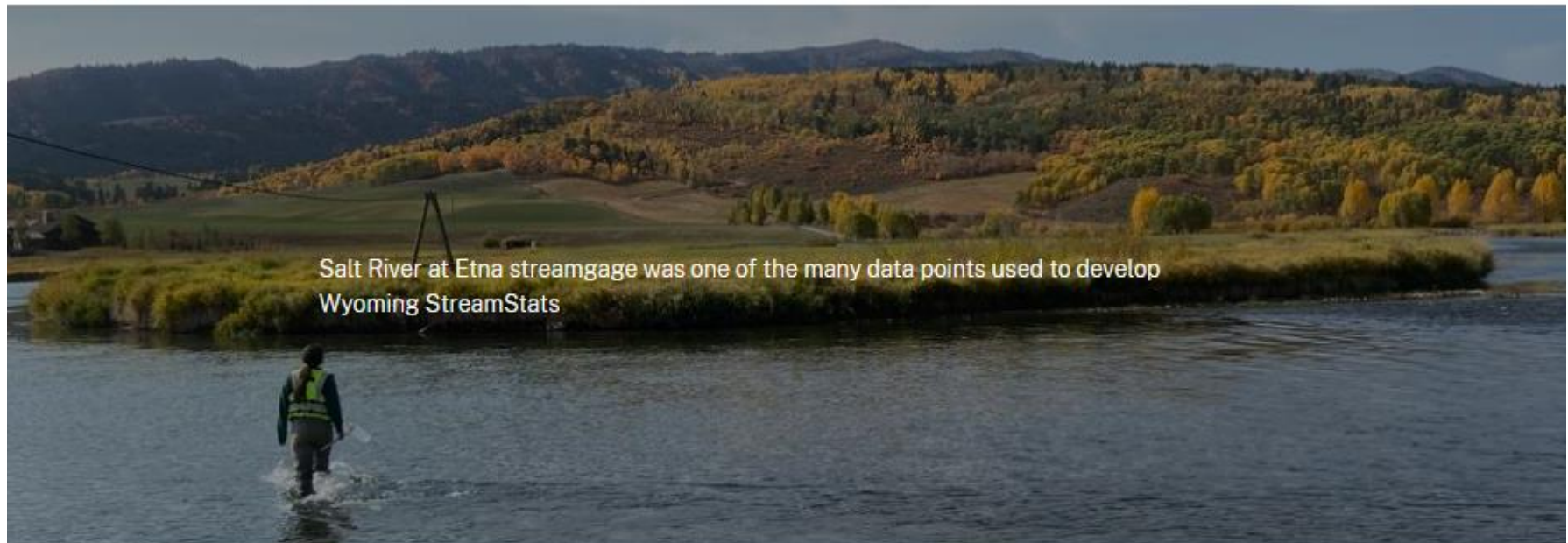


The complete [Wyoming StreamStats Overview webpage with active links](#) is available online:

WYOMING-MONTANA WATER SCIENCE CENTER | SCIENCE

Wyoming StreamStats Overview

By [Wyoming-Montana Water Science Center](#) August 8, 2023



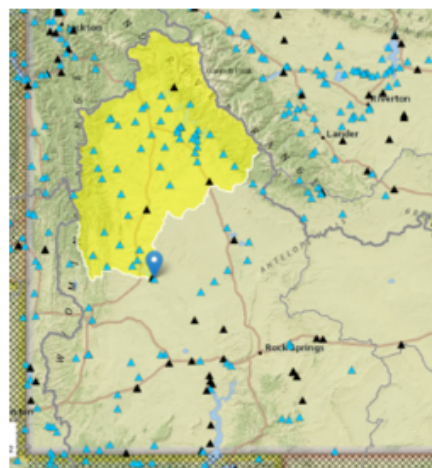
Overview

Wyoming StreamStats is a map-based online tool that can delineate watersheds, calculate basin characteristics, and provide streamflow information for streams in Wyoming. StreamStats is a national application that is being customized to meet the needs of Wyoming state agencies, engineers, water users, recreationists, and others.

Since 2018, scientists at the Wyoming-Montana Water Science Center have worked with the Wyoming Water Development Office and the University of Wyoming to create baseline mapping for streamlines and watershed boundaries.

The baseline mapping was used with digital elevation models and climate, land cover, soils, and other datasets to build the StreamStats application.

Users of StreamStats can click on a stream location to delineate watersheds and calculate basin characteristics.



Sources/Usage: Public Domain.

Wyoming StreamStats Basin delineation at Green River below Fontenelle Reservoir

Study Area



Contacts

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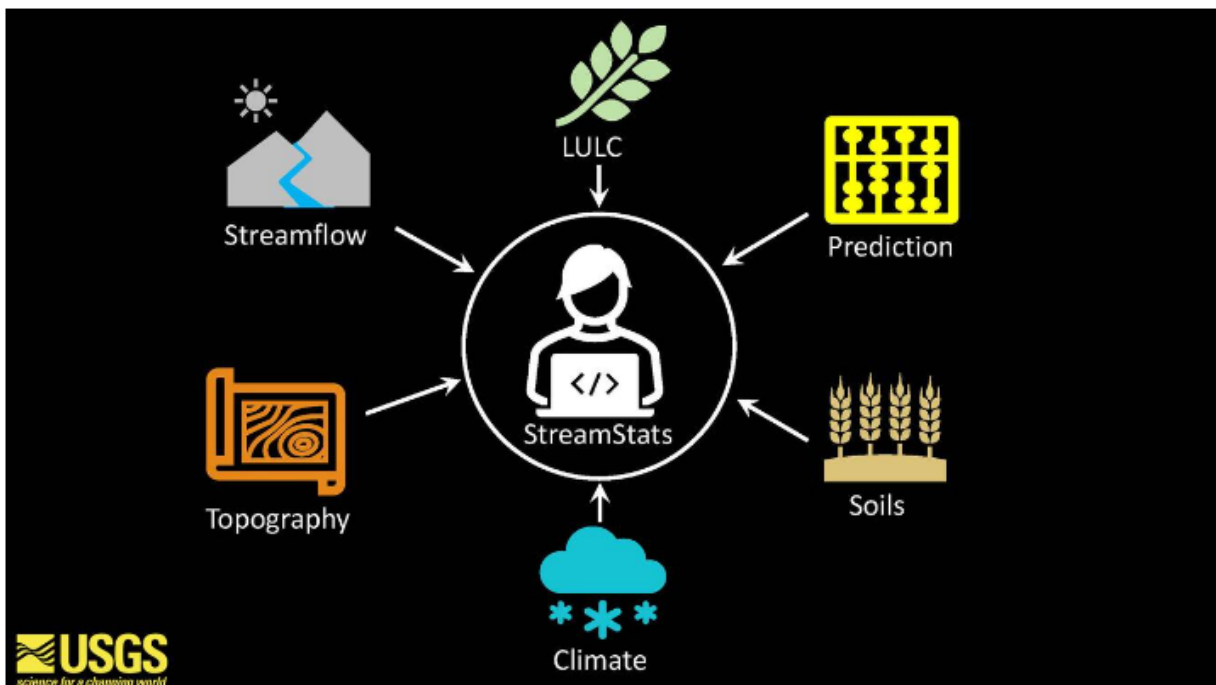
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Explore Search

Water



Sources/Usage: Public Domain. Visit [Media](#) to see details.

Wyoming StreamStats includes data on land use land cover, soils, climate, elevation, and streamflow statistics and prediction equations.



Sources/Usage: Public Domain. Visit [Media](#) to see details.

Snake River near Moran, streamgage 13011000, during a winter visit. Streamgage located downstream of Jackson Lake Dam.

Streamflow statistics (such as flow duration, mean annual flow, monthly flow, 7-day 10-year flow) were calculated for >500 streamgages in and near Wyoming (2022 – 2023). Those “at-site” streamflow statistics will be available by clicking on a streamgage in StreamStats (late 2023). The at-site statistics will be used to create regression equations so that users can click on an “ungaged” stream location to obtain streamflow statistics (2025).

Peak flow statistics (such as the 1% or 1 in 100-year flow), will be calculated for Wyoming streamgages with at least 10 years of annual peak-flow data and with little or no altered flows (2025).

APPROVAL
OF
MINUTES



WYOMING WATER DEVELOPMENT COMMISSION

**WWDC/SWC Joint Meeting:
Water Development Office
6920 Yellowtail Road | Cheyenne, WY
Downstairs Conference Room
May 11, 2023**

Meeting Minutes

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

Commission Attendance:

Ron Kailey, Chairman
Liisa Anselmi-Dalton, Vice-Chairman
Leonard “Lee” Craig, Secretary
Robert “Bob” Choma
Clinton Glick
Todd Hoese
Mark Kot
John Lawson
Dennis Pince
Larry Suchor

Advisor Attendance:

Patrick Kent, AG’s Office
Greg Kerr, University of Wyoming

Select Water Attendance:

Sen. Cheri Steinmetz, Chairman
Rep. John Eklund, Vice-Chairman
Rep. Jon Conrad
Sen. Affie Ellis
Sen. Mike Gierau-Excused
Sen. Larry Hicks
Sen. John Kolb
Rep. J.T. Larson
Sen. Dan Laursen
Rep. Chip Neiman
Rep. Albert Sommers
Rep. Mike Yin-Excused

4. **Approval of Minutes**

- March 14, 2023 Workshop & March 15, 2023 Meeting Minutes

A motion was made by Vice-Chairman Liisa Anselmi-Dalton to approve the minutes for both the March 14 workshop and the March 15 meeting. Commissioner Todd Hoese seconded the motion; motion carried unanimously.

5. **New Level I and Level II Project Applications**

Director Jason Mead explained that the first block of projects in the New Level I Account I Reconnaissance Projects - New Development Account were mostly all Master Plans and provided a brief summary of what a Master Plan consists of. Sponsors were present to provide overviews and answer questions for each of the following projects:

WYOMING WATER DEVELOPMENT COMMISSION

Level I Reconnaissance Projects – New Development

- *Alpine Water Master Plan*
- *Bairoil Water Master Plan*
- *Chugwater Water Master Plan*
- *Douglas Water Master Plan*
- *GR/RS/SC Regional Water Master Plan*
- *Hudson Water Master Plan*
- *Laramie Water Master Plan*
- *Salt River Watershed Study*
- *Shoshone Municipal Pipeline Regional Water Master Plan*
- *Sinclair Water Master Plan*

Vice-Chairman Liisa Anselmi-Dalton moved to preliminarily approve all 2024 Level I Reconnaissance Study, Account I New Development Projects with the exception of the Sinclair Water Master Plan and the Laramie Water Master Plan, and to allow the Water Development Office to proceed with consultant selection; motion carried unanimously.

Vice-Chairman Liisa Anselmi-Dalton then moved to add the Sinclair Water Master Plan as a supplement to the Rawlins Water Master Plan. Commissioner Larry Suchor seconded the motion; motion carried. It was noted that additional funds would be amended into the Rawlins Water Master Plan contract making consultant selection unnecessary.

Secretary Lee Craig moved to accept the Office's recommendation to Do Not Fund the Laramie Water Master Plan. Commissioner Bob Choma seconded the motion; motion carried with Commissioner Mark Kot opposed.

A brief introduction was provided and Sponsors were present to provide overviews and answer questions for each of the following projects:

Level II Feasibility Projects – New Development

- *Burns Groundwater Supply*
- *Cody Areas Evaluation 2024*
- *Greybull Water System Improvements*
- *Hot Springs County Test Well*
- *Owl Creek Test Well*
- *Sheridan Lake DeSmet Water Supply*

Vice Chairman Liisa Anselmi-Dalton moved to preliminarily accept the Director's recommendations for Level II Feasibility projects - New Development with the exception of the Hot Springs County project to include an evaluation of surface water supplies and coordination with local ranchers. Commissioner Clinton Glick seconded the motion; motion carried unanimously. The effect of this action was to not pursue the Owl Creek Test Well project nor the Sheridan Lake DeSmet Water Supply project. In the case of the Owl Creek Test Well, the Commission agreed with the Director's recommendation that the Hot Springs County Test Well project could incorporate efforts for Owl Creek to avoid duplication. Regarding the Sheridan Lake DeSmet Water Supply project,

additional water supply is not needed for the City of Sheridan or the Sheridan Area Water System (SAWS) JPB systems until 2050 or later. Therefore, the regional interest in Lake DeSmet as a water source into the future should be discussed and understood between area municipal and domestic system managers before continuing forward.

A brief introduction was provided and Sponsors were present to provide overviews and answer questions for each of the following projects:

Level I Reconnaissance Projects – Rehabilitation

- Big Horn Canal ID Master Plan
- Elk Canal Master Plan
- Horse Creek Conservation District Master Plan
- Midvale ID Master Plan
- Powder River ID Master Plan
- Strawberry Canal Master Plan

A motion was made by Commissioner Clinton Glick to preliminarily approve all Level I Reconnaissance Projects – Rehabilitation, waiving the public entity requirement of the Sponsors for both the Elk Canal Master Plan Project and the Strawberry Canal Master Plan Project, at Level I only, per the Operating Criteria of the Water Development Program and to allow the Water Development Office to proceed with consultant selection. The motion was seconded by Secretary Lee Craig; motion carried with Commissioner Larry Suchor opposed.

6. Planning Project Amendments

- Douglas Test Well, Level II Study, Amendment No. 4
Project Manager George Moser presented a memo and proposed a contract amendment for the Douglas Test Well, Level II project to accommodate additional budget and time extension.
- LaPrele ID Rehabilitation, Level II, Phase II Study, Amendment No. 6
Chace Tavelli, Project Manager provided a brief update and timeline of the project and proposed contract Amendment No. 6 for the LaPrele ID Rehabilitation, Level II, Phase II Study. Amendment No. 6 added additional scope to complete NEPA and advance the dam design to 30% increasing the contract amount by \$4.454 million. Amendment No. 6 is completely funded by Infrastructure Investment and Jobs Act dollars through the Bureau of Reclamation.

Select Water Committee Member, Senator Dan Laursen, motioned to recommend approval of both project amendments, seconded by Representative Eklund; motion carried unanimously.

Secretary Lee Craig moved to approve the Douglas Test Well, Level II Study, Amendment No. 4, and the LaPrele ID Rehabilitation, Level II, Phase II Study, Amendment No. 6; seconded by Commissioner John Lawson and carried unanimously.

7. Small Water Program Project Amendment

- Lower Snake River Ranch Bank Stabilization & Fish Habitat, Amendment No. 3 (Time Only)

Jodie Pavlica, Small Water Project Program Manager, presented information explaining the additional one-year time extension.

Commissioner Clinton Glick made a motion to approve the Lower Snake River Ranch Bank Stabilization & Fish Habitat Amendment No. 3, seconded by Commissioner Larry Suchor; motion carried unanimously.

8. Groundwater Exploration Grant Application/Contract

- Cheyenne Board of Public Utilities

George Moser, Project Manager presented information and a brief summary regarding the project. Much discussion ensued.

Select Water Committee Member Representative John Eklund, moved to recommend approval of the Cheyenne Board of Public Utilities Groundwater Exploration Grant Contract. Motion was seconded and carried unanimously.

Commissioner Mark Kot moved to accept the Select Water Committee's recommendation to approve the Cheyenne Board of Public Utilities Groundwater Grant Application. Commissioner John Lawson seconded the motion; motion carried unanimously.

9. Planning Projects Consultant Selection & Contract Approval

- Green River/Little Snake River Basins Conveyance Loss Study

Jay Smith, Project Manager provided a brief summary of the project and reasons detailing the recommendation of Do Not Fund.

Vice Chairman Liisa Anselmi-Dalton moved that the Director not award a contract on the Green River/Little Snake River Basins Conveyance Loss, Level I Study project at this time, and also moved that the Office reopen the consultant selection process in tandem with the 2024 Level I & Level II Planning projects. Motion was seconded by Commissioner Mark Kot; motion carried unanimously.

- Rawlins Water Master Plan

George Moser, Project Manager provided an overview of the project.

The selection Committee for the Rawlins Water Master Plan, Level I Project ranked the consulting firms interviewed in the following order:

1. WWC Engineering
2. Forsgren Associates, Inc
3. Y2 Consultants, LLC

Commissioner Larry Suchor moved the Director be instructed to contract with WWC Engineering for consulting services on the Rawlins Water Master Plan, Level I Project.

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Further, the Selection Committee offered the following suggestions to the Director with respect to the contract:

1. Include Revised Scope Alteration No. 2 to use vacuum excavation methods to explore leakage occurring in the vicinity of Sage Creek Springs Junction Vault, at no cost. Additionally, excavate the Beaver Creek pipeline to verify the pipeline material and extent of replaced pipeline to the south of the junction box, at no cost.

Commissioner Clinton Glick seconded the motion; motion carried unanimously.

Select Water Committee Members moved to recommend approval of the contract with a budget amount of \$248,100. The motion was seconded and carried unanimously.

Secretary Lee Craig moved approval of the contract with WWC Engineering for consulting services on the Rawlins Water Master Plan, Level I Project with a budget of \$248,100. Motion was seconded by Commissioner Bob Choma; motion carried unanimously.

10. UW Water Research Program

- *Consideration of 2024 RFP for the UW Water Research Program*

UW Office of Water Programs and Administrator of the Water Research Program, Mr. Greg Kerr, provided information regarding topics for the UW Water Research Program 2024 RFP.

A motion from Select Water was made, seconded and carried unanimously to approve the UW Water Research Program 2024 RFP.

Commissioner Clinton Glick moved to approve the UW Water Research Program 2024 RFP. The motion was seconded by Vice Chairman Liisa Anselmi-Dalton; motion carried unanimously.

11. Drinking Water State Revolving Fund: Intended Use Plan

Bill Brewer, Construction Deputy Director, provided details regarding the Draft Intended Use Plan (IUP).

Select Water Committee moved to approve the Draft Intended Use Plan (IUP), motion was seconded and passed unanimously.

12. Fontenelle Reservoir – 3rd Party Contract Consideration

Director Jason Mead provided background information surrounding Fontenelle Reservoir 3rd Party Contracts. American Soda LLC approached the State of Wyoming for replacement water in case of a curtailment on the Colorado River. This contract is for 4,000 AF with an expiration date of December 31, 2052 with options to extend.

Commissioner Mark Kot moved that the contract between the State of Wyoming, Water Development Commission and American Soda LLC for the Fontenelle Reservoir 3rd Party

Contract be approved. Motion was seconded by Commissioner Bob Choma; motion carried unanimously.

13. Aladdin Water District – Water Service Contract Extension

Director Jason Mead provided an overview regarding the Aladdin Water District well. The Aladdin Water District would like to purchase the well, but hasn't been able to successfully acquire the funds necessary to do so thus far. The existing water contract expires July 16, 2023. The contract renewal provides a two-year extension, affording additional time for the District to continue to pursue funding options for purchasing the well.

Commissioner Lee Craig moved to approve the Aladdin Water District Water Service Contract Extension; seconded by Commissioner Todd Hoese; motion carried unanimously.

14. Construction Project Updates

- *Gillette Madison and Regional Extensions*
- *Leavitt Reservoir Expansion – Rebid*

Updates were provided regarding the Gillette Madison and Regional Extensions as well as Leavitt Reservoir Expansion – Rebid. This was for information only and did not require Commission action.

15. Idle Well – State No. 1 Test Well #1 Final Disposition

George Moser, Project Manager, provided a memo he prepared regarding Idle Well – State No. 1 Test Well #1 Final Disposition. Idle Wells (wells that remain outstanding and are not placed to any beneficial use) have been a discussion topic over the last few meetings and something the Water Development Office, in coordination with the Attorney General's Office, has been working on. State No. 1 Test Well #1 was drilled in 2011 as part of a Level II Feasibility Study for the Lance Creek Water and Sewer District. The Sponsor acquired one of the wells resulting from the study, but decided against acquisition of the State No. 1 Test Well #1 because the water contains dissolved arsenic. The grazing lessee associated with the State Land parcel on which the well is located has filed an application with the State Engineer's Office to use the State No.1 Test Well #1 for stock watering use.

A motion was made by Vice Chairman Liisa Anselmi-Dalton that the Water Development Commission direct the Water Development Office to prepare and send correspondence to the grazing lessee, the Office of State Land and Investments, and the State Engineer's Office informing them that the Commission supports efforts to place water to beneficial use within Wyoming, and that the Commission has no further project related interest in the State No. 1 Test Well #1, and to include information regarding the arsenic levels. Secretary Lee Craig seconded the motion; motion carried unanimously.

16. Future Meetings Schedule

The Joint WWDC\SWC Summer Workshop, Tour, and Meeting will be August 15-17 in the Cody\Powell area.

17. Discussion

Director Jason Mead provided an update as to the status of Middle Piney Reservoir. He said it is likely that another amendment to the project Special Use Permit with the US Forest Service will be needed and asked that he receive permission from the Water Development Commission to sign any such amendment to keep construction moving along.

Secretary Lee Craig made a motion to allow Director Jason Mead to sign the Special Use Permit Amendment when it becomes available. The motion was seconded by Commissioner Clinton Glick; motion carried unanimously.

Director Jason Mead also informed the Commission about Jackson Lake releases being proposed by Reclamation and the potential implications to Wyoming's Palisades Reservoir Account. This discussion was informational only and required no Commission action.

18. Adjourn

A motion to adjourn the meeting of the Wyoming Water Development Commission was made by Secretary Lee Craig, and seconded. Motion carried unanimously.

Respectfully submitted,

Lee Craig, Secretary

OPERATING CRITERIA

Operating Criteria of the Upper Colorado River Basin Fund Memorandum of Agreement

A. Introduction:

The passage of 2015 Wyoming Session Laws, Ch. 167 authorizes the Wyoming Water Development Commission to select projects for the Upper Colorado River Basin Fund Memorandum of Agreement (MOA). The MOA was entered into on January 24, 2011, and amended as MOA 2 effective October 1, 2020 by the states of Colorado, Utah, New Mexico and Wyoming; the Colorado River Energy Distributors (CREDA); the Bureau of Reclamation (Reclamation); the United States Department of the Interior; and the Western Area Power Administration (WAPA). The MOA provides the framework for the expenditure of a percentage of collected hydropower revenues defined under section 5(e) of the Colorado River Storage Project Act (CRSPA). MOA 2 represents a combination and extension of the original MOA and MOA 2. MOA 2 preserves revenues to be collected pursuant to the original MOA between October 1, 2020, and September 30, 2025, and adds an additional revenues to be collected beginning on October 1, 2020, and continuing through September 30, 2037. In general, throughout the remainder of this document the term MOA will refer to both the original MOA, and MOA 2, agreements. MOA projects must be located in the Colorado River Basin (Green River or Little Snake Rivers Basins in Wyoming) and benefit CRSPA projects.

This criteria provides the Wyoming Water Development Commission (WWDC) and the Wyoming Water Development Office (WWDO) with general guidelines for evaluating and prioritizing applications for MOA program funding. In addition, the criteria serve as a tool to coordinate with the public and other state and federal agencies.

B. Background:

The Colorado River Storage Project Act (CRSPA), enacted in 1956, provides for the “comprehensive development of the water resources of the Upper Colorado River Basin.” A feature of CRSPA, in section 5(e), is the use of hydroelectric power revenues to aid in the development and repayment of certain irrigation costs of participating projects within the Upper Colorado River ~~basin~~ Basin (aid-to-irrigation) 43 U.S.C. Sec. 620d(e). In 2011, CREDA and the Upper Division States of Colorado, New Mexico, Utah, and Wyoming entered into the MOA, and in 2020 all parties entered into MOA 2.

The MOA provides a methodology for collecting MOA Revenues for use by Reclamation within the Upper Colorado River Basin for the benefit of the Upper Division States. Under the MOA, Colorado River Storage Project (CRSP) power revenues collected in accordance with the MOA will be used by Reclamation to further the purposes of CRSPA through application of those revenues to the costs of implementation of projects recommended by the Non-Federal Parties.

C. Legal and Institutional Constraints:

1. 2015 Wyoming Session Laws SF0051.
 - a. SF0051 provides WWDC the authority to evaluate, prioritize and recommend projects to Reclamation for MOA funding.

2. Colorado River Storage Project Act (CRSPA).
 - a. Public Law 485, approved by the President of the United States ~~of~~ on April 11, 1956, codified at 43 U.S.C Sec. 620 et seq., as amended and supplemented identified as CRSPA. An Act to authorize the Secretary of the Interior to construct, operate, and maintain the Colorado River storage project and participating projects, and for other purposes.
3. Memorandum of Agreement Concerning the Upper Colorado River Basin Fund.
 - a. The Memorandum of Agreement (MOA) became effective January 24, 2011, and was amended as MOA 2 with an effective date of October 1, 2020. The MOA provides the framework for collecting MOA Revenues for use by Reclamation within the Upper Colorado River Basin for the benefit of the Upper Division States. Under the MOA, CRSP power revenues collected in accordance with the MOA will be used by Reclamation to further the purposes of CRSPA through application of those revenues to the costs of implementation of projects recommended by the Non-Federal Parties.

D. MOA Project Program Definitions:

1. MOA Revenues: Power revenues collected pursuant to the MOA and CRSPA, amended and supplemented, that are utilized by Reclamation for the purposes described in ~~Sec. B of~~ the MOA.
2. Colorado River Storage Project: A Bureau project that includes four initial storage units: Glen Canyon, Flaming Gorge, Navajo, and the Wayne N. Aspinall Storage Unit. Authorized along with, but not part of the initial units listed above, are a number of participating projects whose irrigation construction costs are repaid by power revenues. These participating projects are listed in the authorization paragraphs of the Colorado River Storage Project Act and subsequent legislation, identified as CRSP.

CRSP Initial Units: the four initial storage units.

3. Federal Parties: The U.S. Department of the Interior, Bureau of Reclamation and the U.S. Department of Energy, Western Area Power Administration.
4. Non-Federal Parties: The States of Colorado, New Mexico, Utah, and Wyoming and CREDA.
5. Upper Colorado River Basin: Those areas within and from Wyoming which waters naturally drain into the Colorado River system above Lee Ferry.
6. Upper Colorado River Basin Fund (Basin Fund): A separate fund in the United States Treasury established pursuant to Section 5(a) of CRSPA 43 U.S.C. Sec. 620(d)(a).
7. Upper Colorado River Commission: An interstate water administrative agency composed of one Commissioner representing each of the States of Colorado, New Mexico, Utah, and Wyoming and one Commissioner representing the United States as established pursuant to Article VIII of the Upper Colorado River Basin Compact of 1948, 63 Stat. 31.
8. Upper Division States: The States of Colorado, New Mexico, Utah, and Wyoming as defined in Article II(c) of the Colorado River Compact and Article II(c) of the Upper Colorado River Basin Compact.

E. Application Process:

1. ~~Application shall be received by April 1 of each calendar year.~~ Applications will be received on a continuous basis, but must be submitted at least 45 days prior to scheduled Commission meetings for consideration. Application materials and forms will be provided and administered by the WWDO. Applications meeting criteria requirements will be considered during ~~the~~ regularly scheduled WWDC meetings ~~in June~~. Applications shall include a project application, project location map, project cost estimates, a resolution or document of support from the applicant's board or other governing body, and any letters of authorization or commitment of participation that may be available from other funding sources.
2. WWDO will accept, review and present applications to the WWDC. The WWDC is responsible for determining the priority of projects within Wyoming. WWDC will then provide a prioritized list of recommended projects to Reclamation along with any comments. Reclamation will have final authority on all funding decisions.
3. The Applicant may be required to address the WWDC and provide testimony and other additional supporting evidence that justifies MOA funding whenever the public benefit documentation, submitted with the application, is deemed to be insufficient by the WWDO.

F. Application Requirements:

1. Applicants will need to submit project application, project location map, project cost estimates, a resolution or document of support from the applicant's board or other governing body, and any letters of authorization or commitment of participation that may be available from other funding sources.
2. MOA, projects must be located in the Colorado River Basin (Green River or Little Snake Rivers Basins in Wyoming) and benefit CRSPA projects.
3. The MOA is a federal program administered by Reclamation. Any required federal project conditions will be adhered to by the Applicant.
4. The following list of activities may be funded by MOA revenues. The list is not exhaustive and may change to ensure consistency in the application of Basin Fund revenues.
 - a. Replacements, Additions and Extraordinary Maintenance
 - i. Activities for the continued operation and maintenance of the CRSP Initial Units and participating projects (e.g., snowpack data collection; repair, refurbish and rehabilitate existing facilities; and CRRS modeling).
 - b. Water Conservation Activities
 - i. Activities that improve the efficiency and operation of CRSP Initial Units and participating projects (e.g., studies for water conservation projects; canal conversion to lining or piping; conserve reservoir storage; flow gaging/water monitoring; and water administration costs).

- c. Environmental Compliance Activities
 - i. Costs of environmental compliance for CRSP Initial Units, including biological opinions or programmatic biological opinions associated improvements that are necessary to satisfy compliance for continuation of operation of facilities (e.g., canal lining, diversion structure improvements, efficiency improvements, construction of fish passage structures, or temperature control structures).
- d. Stream Gaging
 - i. Installation and operation of gages necessary for the operation of CRSP Units.
- e. Consumptive Use and Quality of Water
 - i. Activities that provide more efficient present and future operation of the CRSP system (e.g., consumptive use and loss studies, water quality studies, CRSS model development, modeling, reservoir water quality modeling, and basin studies).
- f. Salinity – Upper Colorado River Basin
 - i. Activities that provide new, cost-effective opportunities to control salinity in the basin.
- g. Weather Modification
 - i. Activities that provide for nationwide data collection and monitoring activities; relevant research; and activities to increase the efficiency of the use of water in the United States.

G. Program Expenditures:

1. Project Application: WWDO shall establish application criteria and administration procedures for development of MOA projects. WWDO will accept and review applications, WWDC will rank applications for MOA funding, and ranked WWDC recommendations for MOA funding will be submitted to Reclamation for final authority on all funding decisions.
2. Project Funding: MOA awarded projects will receive funds from Reclamation administered through Reclamation.
3. Project Management: MOA awarded projects will be administered through Reclamation.
4. No new project shall be authorized under this subsection on or after July 1, ~~2025~~ 2037.
5. The MOA shall ~~expire on~~ be effective through September 30, ~~2025~~ 2037 unless modified or extended. Any MOA revenues remaining on September 30, ~~2025~~ 2037 will continue to be available to fund projects identified by the Non-Federal Parties until September 30, ~~2030~~ 2047.

UPPER
COLORADO
RIVER BASIN
FUND MOA
PROJECT
MODIFICATION



WYOMING WATER DEVELOPMENT OFFICE

6920 Yellowtail Road
Cheyenne, WY 82002

Phone: (307) 777-7626
wwdc.state.wy.us

Mark Gordon
Governor
Commissioners

Liisa Anselmi-Dalton	Ronald E. Kailey, Jr.
Robert R. Choma	Mark Kot
Lee Craig	John H. Lawson
Clinton W. Glick	Dennis Pince
Todd Hoese	Larry Suchor

Jason Mead, P.E.
Director

DATE: August 3, 2023

AGENCY: Wyoming Water Development Office

PROJECT MANAGER: William Brewer

REGARDING: 2016 Wyoming MOA Application Modification
Flaming Gorge Aquatic Invasive Species Prevention

In 2016, the Wyoming Water Development Office received a MOA application from the Wyoming Game and Fish Department (WGFD) for activities necessary to support aquatic invasive species prevention efforts in the Colorado River Basin at Flaming Gorge Reservoir. The WWDC approved a five year funding plan for the project (FY 2018-2022). The original project included funding for the construction of a new check station off Highway 191 on the east side of Flaming Gorge Reservoir, as well as funding for mobile offices, check station signage and personnel staffing. At this time the WGFD would like to modify the funding request. The modification removes the construction of the new check station facility, mobile offices and signage, and utilizes the funding for personnel to operate the Flaming Gorge (Anvil and Firehole) and Evanston Port of Entry watercraft check stations for calendar years 2024-2026. The project modification has been reviewed and evaluated by Water Development Office and U.S. Bureau of Reclamation (Reclamation) staff and both have agreed the modification would be acceptable. The project modification needs to be recommended by the Water Development Commission and submitted to Reclamation for final approval.

PROJECT NAME	PROJECT SPONSOR	ESTIMATED COST
1. Flaming Gorge Aquatic Invasive Species Prevention	WY Game & Fish Dept	\$ 1,425,063.78
	Original Project Costs:	\$ 1,570,000.00
	Modified Project Costs:	\$ 1,425,063.78
	Reduction in Cost:	\$ 144,936.22



WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006

Phone: (307) 777-4600 Fax: (307) 777-4699

wgfd.wyo.gov

GOVERNOR

Mark Gordon

DIRECTOR

Brian R. Nesvik

COMMISSIONERS

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Richard Ladwig-Vice President

Mark Jolovich

Ashlee Lundvall

Kenneth D. Roberts

John Masterson

Rusty Bell

August 10, 2023

Ron Kailey, Jr.,
Wyoming Water Development Commission
6920 Yellowtail Road
Cheyenne, WY 82002

Dear Mr. Kailey:

As a headwater state, the protection of Wyoming waters from harmful aquatic invasive species (AIS) is critical to protecting the water resources of the Colorado River basin, particularly the Flaming Gorge Reservoir. As such, the Wyoming Game and Fish Department (WGFD) AIS program has operated since 2010 to prevent the spread of AIS to and within Wyoming through outreach, watercraft inspections, and monitoring. This statement of work will focus on the largest component of the program, watercraft inspections.

Program Background

Wyoming has operated a watercraft inspection program to prevent the spread of AIS since 2010. In 2012, new legislation required all watercraft entering Wyoming from out of state to be inspected prior to launching in the state. As such, the majority of watercraft check stations operated in the state occur at borders or other major entry points into the state (Figure 1).

While the primary focus is on watercraft entering Wyoming from potential infested waters elsewhere, the program still maintains some inspection stations at waters to contact local boaters. The purpose of watercraft inspections is to educate boaters on Clean, Drain, Dry protocols, and to intercept high risk watercraft that could be transporting AIS, primarily zebra/quagga mussels.

In 2022, watercraft check stations were operated from March through October at fourteen permanent check stations at port of entries, rest areas, and other border locations to intercept watercraft entering the state (Figure 1). Roving crews also conducted inspections at waters on a rotating basis. Over 66,000 watercraft inspections were conducted, including 4,710 high risk inspections and 689 watercraft decontaminations. Fifty-eight watercraft were intercepted with suspected zebra or quagga mussels attached and were decontaminated.

Funding Request

Wyoming is requesting to repurpose already appropriated Colorado River Storage Project MOA funds to operate the Flaming Gorge (Anvil and Firehole) and Evanston Port of Entry watercraft check stations. Continued operation of these check stations will ensure that the Flaming Gorge Reservoir is protected from AIS.

We are requesting the use of the appropriated funds of \$475,063.78 annually for calendar years 2024-2026. This funding will be used to provide personnel at the Evanston POE, Firehole and Anvil Draw check stations. This funding will not be used in conjunction with other grant funding. The position breakdown and overall costs are as follows:

Position	Cost per Month	Total Positions	Total # of months	Total Cost
AIS Specialist	\$5,843.00	1	12	\$70,116.00
AIS Lead Technician	\$4,775.55	1	9	\$42,979.95
AIS Technician	\$3,891.67	15	93	\$361,925.31
				\$475,021.26

MOA expected expenditure for 2024-2026

\$1,425,063.78

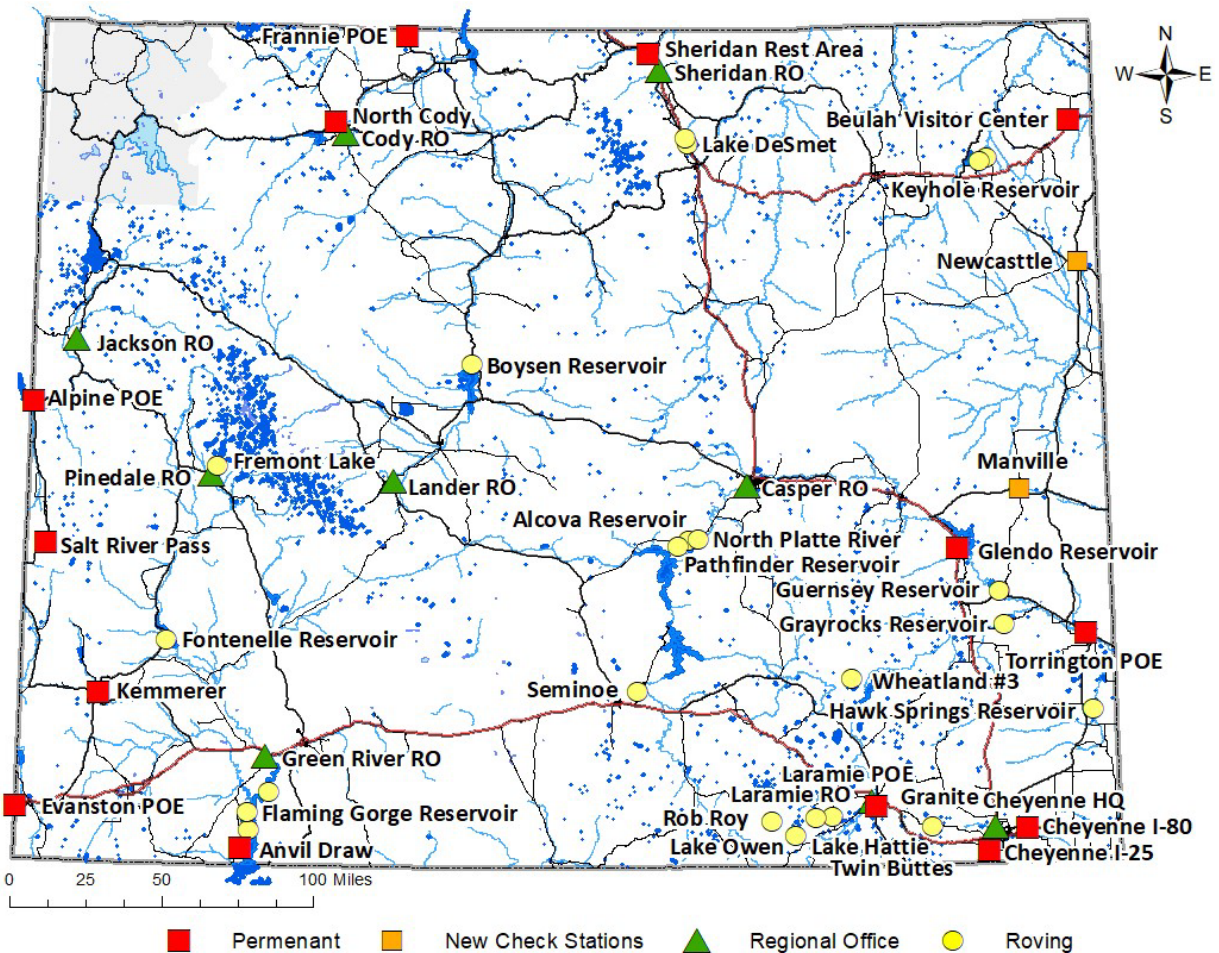


Figure 1. AIS watercraft check stations operated annually throughout Wyoming.

Sincerely,

Joshua Leonard

Joshua Leonard
Aquatic Invasive Species Coordinator
Wyoming Game and Fish Department
1212 S Adams St
Laramie, WY 82070



United States Department of the Interior

BUREAU OF RECLAMATION
Upper Colorado Regional Office
125 South State Street, Room 8100
Salt Lake City, UT 84138-1102

IN REPLY REFER TO:

DEC 28 2016

UC-2010
PRJ-2.00

Mr. James Eklund
Upper Colorado River Commissioner
Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, CO 80203

Dear Mr. Eklund:

Subject: Memorandum of Agreement (MOA) Concerning the Upper Colorado River Basin Fund (Basin Fund); Dated January 24, 2011, Response to Fiscal Year (FY) 2018 Project Proposals

Dear Mr Eklund:

It was my pleasure to meet with several of you at the Colorado River Water Users Association (CRWUA) Annual Conference in Las Vegas and discuss Colorado River Storage Project MOA funded projects as well as potential improvements to the MOA process. For those who were not in those discussions, we committed to meet in the near future, tentatively around March 2017. The purpose of the meeting will be to review what we originally intended in entering into the MOA, what we have learned in the early years of implementation, where we are today, and what the future looks like for continued success. I appreciate the feedback you provided at CRWUA and look forward to a more detailed problem solving discussion in the spring.

In the meantime, Reclamation will expand upon our discussion at CRWUA, considering the range of project types that may be proposed under the MOA. We will consider the breadth of authority under Reclamation in order to make certain that MOA funding is available for the broadest range of projects possible under Reclamation law and policy. Reclamation intends to present the results of these internal discussions in our March meeting. If you have thoughts and ideas about the range of projects that might be considered, please forward them to me.

The subject MOA provides for the Non-Federal Parties to identify projects that could be funded with revenues from the Basin Fund, consistent with existing authorities. The Bureau of Reclamation has reviewed the list of projects and justifications proposed by the Non-Federal Parties for funding in FY 2018 pursuant to the MOA. The following is a list of proposed projects by state and the decision regarding each project:

Basin-wide

Implementation of Phase 3 of the Feasibility Study to Assess Consumptive Use Measurement Methods in the Upper Colorado River Basin by Conducting a Full-Scale Pilot Across the Entire Basin Utilizing Remote Sensing – Approved. Per recent discussion we understand that the portion of the work consistent with the data analysis done via the normal yearly funding will be paid from that source; and the balance of the project scope paid from the MOA funds. Please supplement this proposal with a breakdown of the distribution of funding – MOA and non-MOA – to the project tasks. This is of particular import if you intend FY 2017 funding for any of the work.

Colorado - No new projects proposed for FY2018.

New Mexico

San Juan-Chama Project Oso Diversion Dam Access Bridge – Pending. While the proposed project appears to adequately fall within the parameter for funding under the MOA, it lacks some details to assess the funding required. The proposed project identifies two alternatives. There is insufficient detail to determine which alternative the cost estimate applies to. If the alternative of integrating the bridge with replacement of the spillway and sluiceway is chosen, the cost estimate will need to delineate the costs specific to the bridge construction from the other work components. Please supplement your proposal with the details of the alternative you select and the cost estimate specific thereto.

San Juan-Chama Project Blanco Diversion Dam – Pending. Additional review related to this project is needed to determine if it meets the parameters for funding by the MOA. We will schedule a time to discuss this with the State after we have finished our additional internal reviews.

Hammond Conservancy District Improvement –Pending. This is continued implementation of finding from a previous study; however, the proposal did not identify the specific work to be done. Please supplement your proposal with a breakdown of the tasks you intend to perform with FY2018 funding.

Utah

Jensen Unit Extraordinary Repair and Maintenance – Approved.

Wyoming

Stateline Dam Spillway Rehabilitation – Approved.

Big Sandy Reservoir Improvements – Approved.

Flaming Gorge Aquatic Invasive Species Prevention – Approved. However, a separate action will be necessary to allow use, operation, and maintenance of the federally procured equipment and facilities by the State. We encourage Wyoming to coordinate their invasive species control efforts with others with common interests at Flaming Gorge to maximize these prevention objectives.

In order to facilitate these projects, each state should contact the Reclamation POC to assist in identifying project needs and define a project schedule and funding plan by fiscal year. This is particularly important for those projects requiring submission of additional, clarifying information.

If you have any questions about this letter, please contact your Reclamation POC; or Mr. Mike Ward at 801-524-3761 or by e-mail at MWard@usbr.gov.

Sincerely,



Brent Rhees
Regional Director

Identical Letter Sent To:

Mr. Harry C. LaBonde, Jr.
Upper Colorado River Commissioner
Wyoming State Engineer
Herschler Building, 4E
Cheyenne, WY 82002-0370

Amy Haas
Upper Colorado River Commissioner
Interstate Stream Commission
P.O. Box 25102
Santa Fe, NM 87504-5102

Mr. Eric Millis
Upper Colorado River Commissioner
Division of Water Resources
1594 West North Temple, Suite 310
Box 146201
Salt Lake City, UT 84114-6201

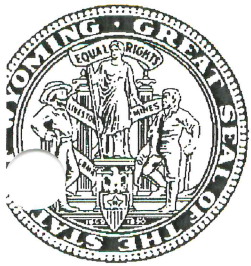
Ms. Lynn Jeka
CRSP Management Center
Western Area Power Administration
150 East Social Hall Avenue, Suite 300
Salt Lake City, UT 84111-1580

Ms. Jane Bird
Upper Colorado River Commission
355 South 400 East
Salt Lake City, UT 84111-2969

Mr. Don Ostler
Upper Colorado River Commission
355 South 400 East
Salt Lake City, UT 84111-2969

Ms. Leslie James
Executive Director
Colorado River Energy Distributor's Association
10429 South 51st Street, Suite 230
Phoenix, AZ 85044

cc: UC-2000 (SWiser), UC-2010 (MWard),



WYOMING WATER DEVELOPMENT COMMISSION

6920 Yellowtail Road, Cheyenne, WY 82002

Phone: (307) 777-7626
Fax: (307) 777-6819
<http://wwdc.state.wy.us>

Matthew H. Mead
Governor

Commissioners

Nick Bettas	Sheridan Little
Travis C. Brockie, I	William Resor
Karen Budd-Falen	Jeanette Sekan
Floyd Canfield	Rodney Wagner
David Evans	Todd Werbelow

Harry C. LaBonde, Jr., P.E.
Director

DATE: May 20, 2016

AGENCY: Wyoming Water Development Office

PROJECT MANAGER: Keenan Hendon

REGARDING: 2016 Wyoming MOA Applications

In April of 2016, the Wyoming Water Development Office received three (3) MOA applications to fund projects located in the Colorado River Basin. Project applicants are seeking MOA funds that would be available in the 2018 federal fiscal year. The projects have been reviewed and evaluated by Water Development staff. All project budgets have been adjusted to cover inflation costs of 3% per year for two years. Additionally, the Flaming Gorge Invasive Species Prevention project is being recommended for a five year funding plan to account for re-occurring annual project costs. At the end of five years, the project can be re-evaluated and the Sponsor can re-apply for MOA funding as necessary. In order to receive MOA funds, the projects need to be ranked by the Water Development Commission and submitted to the Upper Colorado River Commission for review and final approval. The projects are identified below, in order of recommended precedence for the Wyoming Water Development Commission’s consideration, evaluation and final ranking order:

PROJECT NAME	PROJECT SPONSOR	ESTIMATED COST
1. Flaming Gorge Aquatic Invasive Species Prev.	WY Game & Fish	\$ 425,000
2. Big Sandy Reservoir Improvements	Eden Valley I&D District	\$ 7,002,000
3. Stateline Dam Spillway Improvements	Bridger Valley Water Cons.	\$ 480,000
	FY18 Project Costs:	\$ 7,907,000
1. Flaming Gorge Aquatic Invasive Species Prev.	WY Game & Fish	\$ 1,145,000
	FY19-22 Project Costs:	\$ 1,145,000
	Total Project Costs:	\$ 9,052,000

Please find the following Wyoming MOA funding information below:

- MOA Agreement executed 1/24/2011- - funds first available in the 2012 federal fiscal year
- MOA Agreement expires 9/30/2025
- Previously funded WY MOA projects: \$ 4,295,294
- WY’s annual estimated MOA allocation: \$ 1,782,500
- Estimated WY MOA Funds available for FY18 projects: \$ 8,182,206
- Total anticipated WY MOA funds per agreement: \$ 24,200,491
- Total remaining anticipated WY MOA funds: \$ 19,905,197

**2016 WWDC RECOMMENDATION
FOR
2018 MOA PROJECT FUNDING**

Project Name: Flaming Gorge Aquatic Invasive Species Prevention **Program:** MOA

Project Type: Environmental Activities, Water Conservation, Water Management **County:** Sweetwater

Sponsor: Wyoming Game and Fish Department **Proposed MOA Budget:** \$1,570,000

Sponsor's Request: Seeking funds for activities necessary to support aquatic invasive species prevention efforts in the Colorado River drainage basin at Flaming Gorge Reservoir.

WWDO Recommendation: Recommend funding start-up costs and annual costs through Fiscal Year 2022. The recommendation provides the Sponsor with a five year funding plan for the project.

Recommended Project Budget:

FY18 Project Costs:	\$ 400,000
3% Inflation for 2 years:	<u>\$ 24,360</u>
Sub-Total:	\$ 424,360
FY19 – FY22 Annual Costs	\$ 250,000
	<u>X 4 yrs.</u>
	\$ 1,000,000
3% Inflation through FY2022:	<u>\$ 142,891</u>
Sub-Total:	\$ 1,142,891
Total Project Costs (rounded):	\$ 1,570,000

MOA WY Project Manager: Keenan Hendon

Project Description: Funding is being requested for the construction of a new aquatic invasive species check station at Flaming Gorge Reservoir. The new check station will allow for more efficient inspection of a greater number of out-of-state watercraft entering Wyoming waters. Funding is also being requested for mobile offices, check station signage and personnel staffing. Mobile check station offices will allow for a safer and improved working environment by limiting the use of vehicles as shelters during inclement weather. Check station signage will provide increased visibility of check station locations. Improved check station signage has resulted in increased watercraft compliance. Increased watercraft compliance provides increased watercraft inspection and protection of Wyoming's water resources. Funding for personnel will allow for consistent and reliable inspections at key entrances to Wyoming water access areas.

WYOMING MOA PROGRAM APPLICATION

SUBMIT TO: WYOMING WATER DEVELOPMENT OFFICE
ATTN: KEENAN HENDON
6920 YELLOWTAIL RD.
CHEYENNE, WY 82002

PHONE: 307-777-7626
KEENAN.HENDON@WYO.GOV

APPLICATION DEADLINE: APRIL 1, 2016 BY 5:00PM

PROJECT NAME: AQUATIC INVASIVE SPECIES PREVENTION IN THE COLORADO RIVER DRAINAGE
PROJECT LOCATION: SOUTHWEST WYOMING – COLORADO RIVER DRAINAGE
SPONSOR/APPLICANT NAME: MARK FOWDEN, CHIEF OF FISHERIES, WYOMING GAME AND FISH DEPARTMENT
PROJECT CONTACT: BETH BEAR, AQUATIC INVASIVE SPECIES COORDINATOR, WYOMING GAME AND FISH DEPT.
CONTACT'S EMAIL: BETH.BEAR@WYO.GOV
PHONE NUMBER: 307-745-5180 EXT.256
ADDRESS: 528 S. ADAMS, LARAMIE, WY 82070

PROJECT DESCRIPTION: SUPPORT ONGOING AQUATIC INVASIVE SPECIES PREVENTION EFFORTS CONDUCTED BY THE WYOMING GAME AND FISH DEPARTMENT. FUNDING WOULD BE USED FOR THE FOLLOWING:

PURCHASE MOBILE OFFICES/SHELTERS AT WATERCRAFT CHECK STATION AT THE EVANSTON INTERSTATE 80 PORT OF ENTRY AND THE ANVIL DRAW CHECK STATION AT FLAMING GORGE RESERVOIR. THESE CHECK STATIONS ANNUALLY INSPECT OVER 10,000 WATERCRAFT ENTERING WYOMING AND ACCESSING WATERS IN THE COLORADO RIVER DRAINAGE. ESTIMATED COST = \$25,000

PERSONNEL TO OPERATE CHECK STATIONS, CONDUCT OUTREACH AND EDUCATION, AND ASSIST WITH WATER MONITORING IN THE DRAINAGE. ESTIMATED COST = \$245,000 PER YEAR

SIGNAGE AT CHECK STATIONS IN SOUTHWEST WYOMING TO INCLUDE ONE TO TWO ELECTRONIC DYNAMIC MESSAGING SIGNS TO ALERT BOATERS OF CHECK STATION LOCATIONS. ESTIMATED COST = \$30,000

CONSTRUCTION OF A NEW CHECK STATION ON HWY 191 ON THE EAST SIDE OF FLAMING GORGE RESERVOIR. THIS CHECK STATION WILL ALLOW FOR INSPECTION OF BOATS ACCESSING FLAMING GORGE RESERVOIR AND OTHER WYOMING WATERS FROM UTAH AND OTHER STATES THAT WOULD NOT OTHERWISE BE INSPECTED. ESTIMATED COST = \$100,000

PROJECT TYPE (MARK ALL THAT APPLY):

<input type="checkbox"/>	Replacements, Additions and/or Extraordinary Maintenance	<input type="checkbox"/>	Water Conservation Activities
<input type="checkbox"/>	Environmental Compliance Activities	<input type="checkbox"/>	Stream Gauging
<input type="checkbox"/>	Consumptive Use and Quality of Water Studies	<input type="checkbox"/>	Salinity Control
<input checked="" type="checkbox"/>	Other (please explain): WATER RESOURCE PROTECTION		

PROJECT COSTS: \$400,000 _____ ENGINEER CONDUCTED COST ANALYSIS Y/N: N

ADDITIONAL FUNDING REQUIRED Y/N: Y _____ AMOUNT NEEDED: \$250,000

ADDITIONAL FUNDS SECURED Y/N: Y _____ IF NO, DESCRIBE FUNDING PLANS _____

PROJECT SCHEDULE (ESTIMATED): START DATE: ONGOING COMPLETION DATE: ONGOING

PROJECT EASEMENTS (SECURED/TO BE SECURED/TO BE DETERMINED/OTHER): _____

WYOMING MOA PROGRAM APPLICATION

SUBMIT TO: WYOMING WATER DEVELOPMENT OFFICE
ATTN: KEENAN HENDON
6920 YELLOWTAIL RD.
CHEYENNE, WY 82002

PHONE: 307-777-7626
KEENAN.HENDON@WYO.GOV

APPLICATION DEADLINE: APRIL 1, 2016 BY 5:00PM

SUMMARIZE PROJECT BENEFITS (REDUCED COSTS/LOWER MAINTENANCE/INCREASED EFFICIENCIES/OTHER):

CONSTRUCTION OF A NEW AQUATIC INVASIVE SPECIES CHECK STATION AT FLAMING GORGE RESERVOIR WILL ALLOW MORE EFFICIENT INSPECTION OF A GREATER NUMBER OF WATERCRAFT ENTERING WYOMING WATERS FROM OUT OF STATE. MOBILE OFFICES WILL ALLOW FOR BETTER WORKING ENVIRONMENT AND REDUCED FUEL COSTS BY LIMITING THE USE OF VEHICLES AS SHELTERS IN INCLEMENT WEATHER. CHECK STATION SIGNAGE WILL INCREASE THE VISIBILITY OF CHECK STATIONS RESULTING IN INCREASED COMPLIANCE BY WATERCRAFT AND THEREFORE INCREASED INSPECTION OF WATERCRAFT AND PROTECTION OF RESOURCES. PERSONNEL FUNDING WILL ALLOW FOR RELIABLE AND CONSISTENT INSPECTIONS AT KEY ENTRANCES INTO WYOMING WATERS.

CAN THIS PROJECT BE PHASED? ARE THERE OTHER PHASES OF THIS PROJECT? PLEASE EXPLAIN: YES

IF NEEDED THIS PROJECT COULD BE PHASED WITH PURCHASE OF EQUIPMENT COMPLETED IN THE YEAR ONE AND CONSTRUCTION OF HWY 191 CHECK STATION COMPLETED IN YEAR TWO. IDEALLY THIS PROJECT WOULD ALL BE COMPLETED IN YEAR ONE.

DETAILED COST ESTIMATE PROVIDED (Y/N/OTHER): COST ESTIMATE FOR HWY 191 CHECK STATION IS IN PROGRESS. INITIAL ESTIMATE INCLUDED IN FUNDING REQUEST ABOVE.

MAP OF PROJECT LOCATION PROVIDED (Y/N/OTHER): YES. MAP OF PROPOSED HWY 191 CHECK STATION ATTACHED AS FIGURE 1.

EARLIEST DATE PROJECT CAN START DESIGN: APRIL 15, 2016. INITIAL DESIGN IN PROGRESS

EARLIEST DATE PROJECT CAN START CONSTRUCTION: MAY 1, 2016

DOCUMENTATION OF SUPPORT OF THE APPLICANT'S BOARD OR OTHER GOVERNING BODY OF APPLICANT IS PROVIDED WITH THIS APPLICATION (Y/N/OTHER): RECEIVED INITIAL APPROVAL FROM WYOMING DEPARTMENT OF TRANSPORTATION ON THIS PROJECT.

SPONSOR'S ACKNOWLEDGEMENT

Through submitting this application, the Sponsor understands and agrees with the conditions set forth in the Memorandum of Agreement Concerning the Upper Colorado River Basin Fund.

The person signing this application must have the authority to commit the entity to a binding contract.

MOA Funding Applications are Due April 1, 2016 by 5:00pm in the Wyoming Water Development Office.



Mark Fowden, Chief of Fisheries

Name, Title

April 1, 2016

Date

WYOMING MOA PROGRAM APPLICATION

SUBMIT TO: WYOMING WATER DEVELOPMENT OFFICE
ATTN: KEENAN HENDON
6920 YELLOWTAIL RD.
CHEYENNE, WY 82002

PHONE: 307-777-7626
KEENAN.HENDON@WYO.GOV

APPLICATION DEADLINE: APRIL 1, 2016 BY 5:00PM

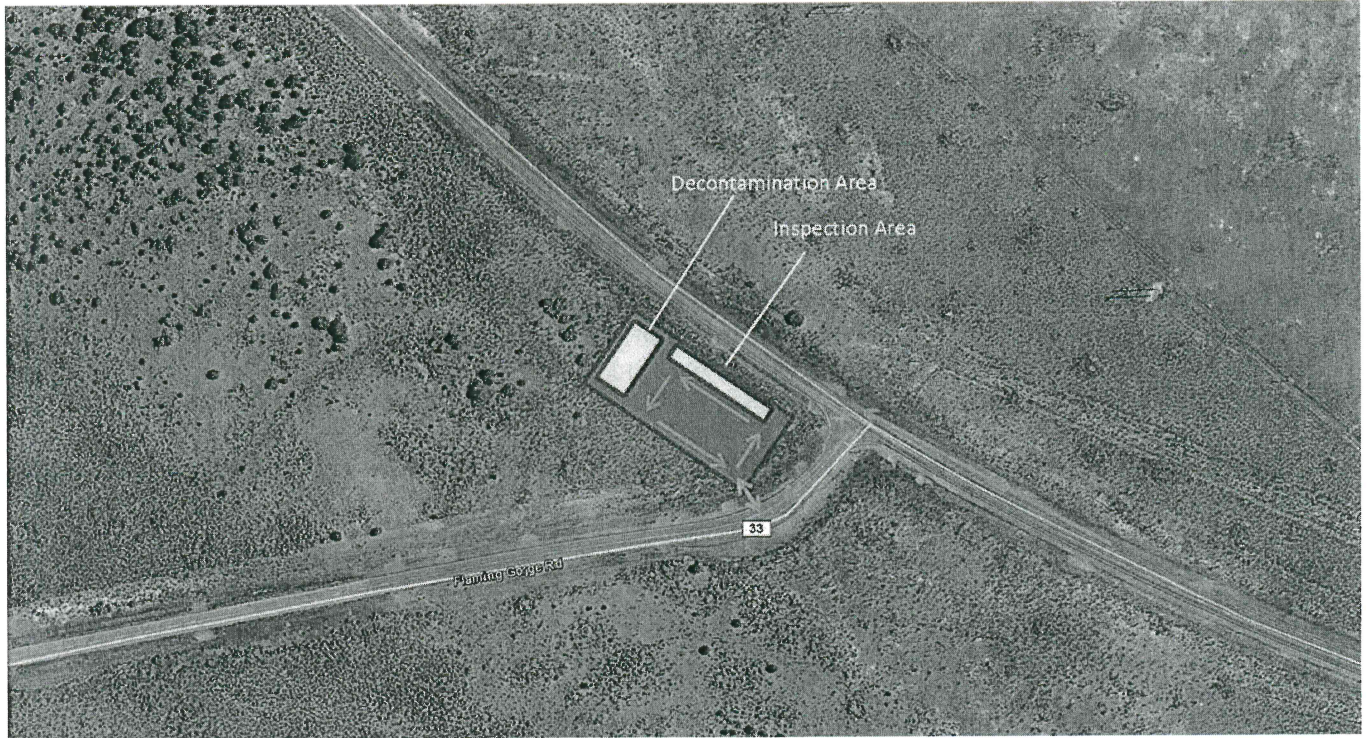


Figure 1. Proposed check station on Highway 191 at the intersection of County Road 33. The proposed check station would be on the west side of Hwy 191 and is located approximately at 41°22'35.19"N, 109°17'17.88"W

PLANNING
PROJECT
CLOSEOUT
MEMOS



**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 Cokeville Groundwater Exploration Grant
SPONSOR: Town of Cokeville
LOCATION: Cokeville, Wyoming
PROGRAM: New Development – Ground Water Exploration Grant
PROJECT MGR: George Moser, P.G.
WWDC MTG DATE: August 17, 2023

<u>Account</u>	<u>Grant (75%)</u>	<u>Date WWDC Approved</u>
I – Ground Water Exploration Grant	\$311,280	August 17, 2022

CURRENT CONTRACT
Between WWDC and Town of Cokeville

<u>Consultants:</u> Forsgren Associates, Inc. Evanston, WY	<u>Contractor:</u> White Mountain Operating, LLC Pinedale, WY
--	---

Original Project Estimate	Amended Project Estimate	Final Grant Amount	Contract Savings	Total Project Costs	Sponsor Share of Expense
\$368,700	\$415,040	\$257,191.96	\$54,088.04	\$342,922.63	\$85,730.67

PROJECT DESCRIPTION:
Groundwater Exploration Grant funds were used for drilling, completion, and testing of a new municipal water supply well to supplement the existing supply. This project began with a Groundwater Exploration Grant Contract approved in October of 2020 with a grant award of \$209,000. Initial well siting investigations suggested amending the well site to a location in town. Consequently, the initial contract was vacated with no money spent. A new Groundwater Exploration Grant was awarded during the January 2022 WWDC meeting, for \$276,525. Well construction bids were received in July 2022, and were higher than originally anticipated. Consequently, the Commission awarded additional Groundwater Exploration Grant monies by an amended contract in August of 2022 (for a total grant award of \$311,280).

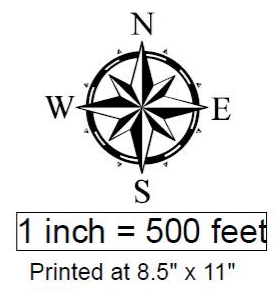
PROJECT FINDINGS/RECOMMENDATIONS:
Drilling of the Cokeville #1 Well occurred during August of 2022. A 22-inch borehole was advanced to 32-feet below ground surface for the surface seal. Ultimately, the well was cased with 10-inch steel and

screened variously between 90- and 200-feet below ground surface. The static water level is about 22-feet below ground surface.

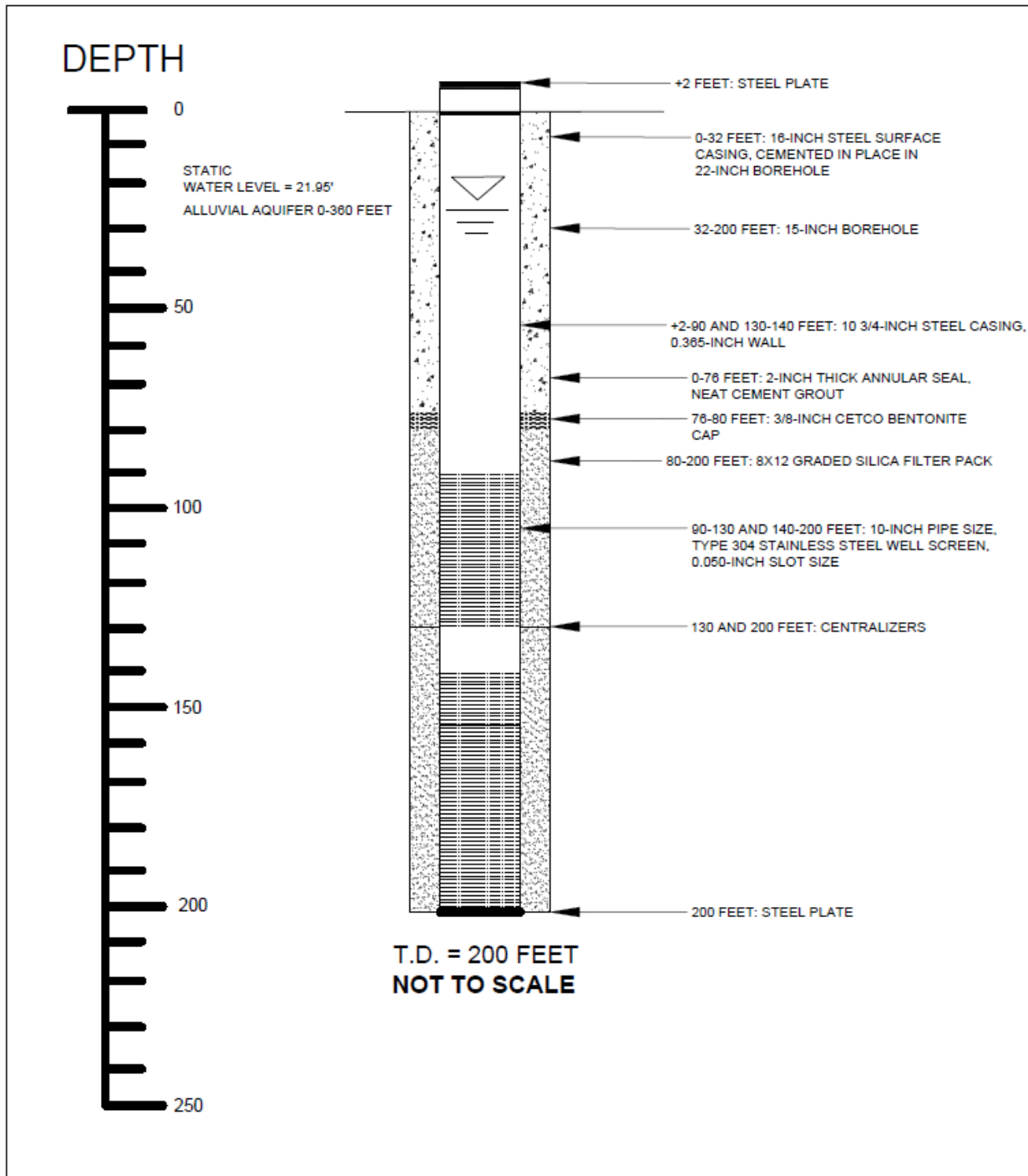
Well testing commenced in September of 2022. During the step-rate testing, the specific capacity averaged about 100 gallons per minute per foot of drawdown. A 5-day constant rate test was performed at 1,200 gallons per minute. Drawdown measurements were complicated by nearby irrigation well activity; however, drawdown never exceeded 16 feet during the constant rate pump test. Constant rate testing at 1,200 gallons per minute demonstrated 50 feet of water column above the uppermost screened zone.

The project report was completed in February 2023 and concluded that the well is capable of meeting current and future water demands. In addition, the new well meets all Safe Drinking Water Act standards for a public water supply source. The Report recommends equipping the well with an 800-gallon per minute pump and incorporating the new source into Cokeville's water supply system.

WELL LOCATION MAP:



AS-BUILT DIAGRAM:



FORSGREN
Associates Inc.

849 FRONT STREET, STE. 201, EVANSTON, WY 82930
PH: 307.789.6735 FAX: 307.789.6746

COKEVILLE WELL PROJECT
AS-BUILT
COKEVILLE #1 WELL
FIGURE 2

PROJECT NO:
03-21-0011

DATE:
AUG 2022

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 Cokeville Groundwater Exploration Grant project as being complete.

PLANNING
PROJECT
AMENDMENTS



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Wyoming-Montana Water Science Center
3162 Bozeman Ave
Helena, MT 59601

July 21, 2023

Mr. Barry Lawrence
Deputy Director, Planning
Wyoming Water Development Commission
6920 Yellowtail Road
Cheyenne, WY


Dear Mr. Lawrence:

Attached is our modification of joint-funding agreement for the project(s) Wyoming-Montana Water Science Center Water Resources Investigations, during the period October 1, 2019 through September 30, 2027 in the original amount of \$630,880 from your agency. U.S. Geological Survey contributions for this agreement has increased from (40%) \$420,600 to (50%) \$630,880 for a combined total of \$1,261,760. Please sign and return one fully-executed original to Jennifer Walgrave at the address above or jwalgrave@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **August 25, 2023**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact DeAnn Dutton by phone number (406) 594-9802 or email ddutton@usgs.gov to make alternative arrangements.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

 JOHN KILPATRICK
2023.07.21
15:06:31 -06'00'

John M Kilpatrick
Director

Attached
20RSJFA007

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. GEOLOGICAL SURVEY
MODIFICATION OF JOINT FUNDING AGREEMENT
FOR
Wyoming-Montana Water Science Center, Midcontinent Region

This modification is for agreement **20RSJFA007**, dated **October 1, 2019**.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations, herein called the program.

2. The agreement is hereby **X** increased / decreased by **\$210,280** to read as follows:

- (a) ~~\$420,600~~ by the party of the first part during the period
\$630,880 **October 1, 2019 to September 30, 2027**
- (b) ~~-\$630,880~~ by the party of the second part during the period
\$630,880 **October 1, 2019 to September 30, 2027**

3. Billing documents are to be rendered **quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of Interior**

Wyoming Water Development Commission

Signature

Signature(s)

 JOHN KILPATRICK
2023.07.21 15:07:52
-06'00'

By _____ Date: _____
Name: **John M. Kilpatrick**
Title: **Center Director**

By _____ Date: _____
Name: **Ronald E. Kailey, Jr.**
Title: **Chairman**

By _____ Date: _____
Name: **Lee Craig**
Title: **Secretary**



THE STATE OF WYOMING

Water Development Office

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



MEMORANDUM

DATE: August 10, 2023

TO: Wyoming Water Development Commission

FROM: Jason Mead P.E., Director

SUBJECT: Amendment One to West Fork Reservoir Project Third-Party NEPA Contractor Services

This memo is to function as an explanation for Amendment One to the West Fork Reservoir Project Third-Party NEPA Contractor Services Contract. This amendment serves to extend the contract expiration date, and add scope and budget to SWCA, Incorporated's contract to conduct studies to collect the necessary data to support the ongoing NEPA analysis in the West Fork Reservoir Watershed Plan-Environmental Impact Statement. The additional information is required to satisfy data gaps identified during the issues development process performed by the lead Federal agency and cooperating agencies, as well as to aid in 404/401 permitting. The plan associated with the additional scope has been developed incorporating agencies guidance and protocols with the intent to be as efficient as possible with field data collection. The studies will include analysis and work on the following:

Special Status Amphibians
Special Status Plants
Raptor Nests
Old Growth Forest Stands
Noxious Weeds
Cultural Resources Class I

Cultural Resources Visual Analysis
Cultural Resources Class III
Hazardous Substances
Aquatic Resource Inventory and Functional Assessment
Channel Stability
Water Quality Modeling Review

The budget to complete the additional scope is \$613,685.00, bringing the total contract amount to \$1,804,504.58.

As stated, Amendment One also serves to extend the term of the contract through December 31, 2025, a one-year extension. Due to the complex nature of having three Federal agencies with three Federal decisions to be made, has required protracted coordination efforts.

In summary, the additional requested funding and time proposed in Amendment One will allow for the NEPA process to continue for the preparation of the West Fork Reservoir Watershed Plan-EIS.

**AMENDMENT ONE TO
CONSULTANT CONTRACT FOR SERVICES NO. 029CM0090353
WEST FORK RESERVOIR PROJECT
THIRD-PARTY NEPA CONTRACTOR SERVICES
BETWEEN
WYOMING WATER DEVELOPMENT COMMISSION
AND
SWCA, INCORPORATED DBA SWCA ENVIRONMENTAL CONSULTANTS**

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 SWCA, Incorporated dba SWCA Environmental Consultants [Contractor], whose address is: 1892 South Sheridan Avenue, Sheridan, Wyoming 82801.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Commission and the Contractor. The purpose of this Amendment is to: a) amend the responsibilities of the Contractor and to add a task to complete required NEPA studies; b) increase the total Contract dollar amount by six hundred thirteen thousand, six hundred eighty-five dollars (\$613,685.00) to one million, eight hundred four thousand, five hundred four dollars and fifty-eight cents (\$1,804,504.58); c) extend the term of the Contract through December 31, 2025; d) replace Attachment A with new Attachment A2; e) replace Attachment B with new Attachment B2; and f) replace Attachment C with new Attachment C2.

The original Contract, dated November 23, 2021, required the Contractor to render certain technical or professional services for a total Contract amount of one million, one hundred ninety thousand, eight hundred nineteen dollars and fifty-eight cents (\$1,190,819.58) with an expiration date of December 31, 2024.

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 4.A. of the original Contract is hereby amended to read as follows:

“The total payment under this Contract shall not exceed one million, eight hundred four thousand, five hundred four dollars and fifty-eight cents (\$1,804,504.58).”
 - B. Section 4.B. of the original Contract is hereby amended in its entirety to read as follows:

“4.B. Project Budget. The Project budget for each task included in Attachment A2 is as follows:

<u>Task</u>	<u>Estimated Cost</u>
Task 1. Document Review and Data Analysis	\$ 207,360.09
Task 2. Project Kickoff	\$ 31,009.51
Task 3. Plan of Work, Quality Control Plan and Project Work Schedule	\$ 111,366.65
Task 4. NEPA Scoping Meetings and Report	\$ 36,923.04
Task 5. Draft NEPA Documents	\$ 319,303.90
Task 6. Draft Watershed Project Plan – EIS Public Meeting	\$ 27,849.69
Task 7. Public Comment Analysis	\$ 38,096.95
Task 8. Final NEPA Documents	\$ 38,147.07
Task 9. Preparation and Publication of the Record of Decision	\$ 9,531.64
Task 10. Unanticipated Meetings	\$ 48,413.67
Task 11. Administrative Record	\$ 51,008.72
Task 12. Discretionary Task	\$ 250,000.00
Task 13. Biological Assessment/Biological Evaluation	\$ 21,808.65
Task 14. Draft CWA Section 404(b)(1) Permit	\$ 0.00
Task 15. NEPA Studies	\$ 613,685.00
PROJECT TOTAL COST	\$ 1,804,504.58

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

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

“The term of the Contract is from the Effective Date through December 31, 2025.”

5. Amended Responsibilities of the Contractor.

Responsibilities of the Contractor are hereby amended as follows:

A. As of the Effective Date of this Amendment, Attachment A, Scope of Services, which was attached to the original Contract, is superseded and replaced by Attachment A2, Revised Scope of Services, which is attached to this Amendment

and incorporated into the original Contract by this reference. All references to “Attachment A” in the original Contract, and in any amendments thereto, are amended to read: “Attachment A2”.

- B. As of the Effective Date of this Amendment, Attachment B, Hourly Rate and Reimbursable Expenses, which was attached to the original Contract, is superseded and replaced by Attachment B2, Revised Hourly Rate and Reimbursable Expenses, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to “Attachment B” in the original Contract, and in any amendments thereto, are amended to read: “Attachment B2”.
- C. As of the Effective Date of this Amendment, Attachment C, Scope of Services Assumptions, which was attached to the original Contract, is superseded and replaced by Attachment C2, Revised Scope of Services Assumptions, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to “Attachment C” in the original Contract, and in any amendments thereto, are amended to read: “Attachment C2”.

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 Contractor, 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 Contractor 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, Scope of Services, consisting of twenty-seven (27) pages; Attachment B, Hourly Rate And Reimbursable Expenses, consisting of two (2) pages, Attachment C, Scope Of Services Assumptions, consisting of seven (7) pages; and this Amendment One, consisting of five (5) pages, Attachment A2, Revised Scope of Services, consisting of thirty-three (33) pages, Attachment B2, Revised Hourly Rate and Reimbursable Expenses, consisting of two (2) pages, and

Attachment C2, Revised Scope of Services Assumptions, 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.

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:

 Ronald E. Kailey, Chairman _____
Date

 Lee Craig, Secretary _____
Date

SWCA ENVIRONMENTAL CONSULTANTS:

 Sarah Sappington, Vice President _____
 Employer Identification Number: 860483317 Date

ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM

 Megan Pope, Senior Assistant Attorney General _____
Date

ATTACHMENT A2 REVISED SCOPE OF SERVICES

A. AUTHORIZATION

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

B. PROJECT DESCRIPTION

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

A WWDC Level II feasibility study, completed in 2012, identified location and timing of irrigation shortages, determined purpose and need for storage within the Little Snake River Basin, and analyzed storage alternatives. In 2017 a WWDC Level II, Phase II study developed conceptual designs/cost estimates and evaluated permitting requirements for the preferred West Fork Reservoir site. The proposed West Fork

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

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

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

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

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

- Burns & McDonnell, Final Environmental Impact Statement, Little Snake Supplemental Irrigation Water Supply, Carbon County, Wyoming, Jan, 1999.
- Burns & McDonnell, Final Environmental Impact Statement, Little Snake Supplemental Irrigation Water Supply, Carbon County, Wyoming, Appendices, Jan, 1999.
- States West Water Resources Corporation, Little Snake River Supplemental Storage Level II Study, Final Report, Dec, 2012.
- States West Water Resources Corporation, Little Snake River Supplemental Storage Level II Study, Appendices, Dec, 2012.

- Anderson Consulting Engineers, Inc., Little Snake River/Vermillion Creek Watershed Study Level I, Final Report, Sep, 2013.
- Wenck Associates, Inc., Little Snake Storage Level II Phase II, Final Report, Oct, 2017.

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

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

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

C. PROJECT REQUIREMENTS

1. Monthly Progress Reports and Billing Statements

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

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

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

- a. If the Contractor writes or uses a computer program or spreadsheet as a part of this project, the Contractor shall submit to the NRCS, Commission, and Office for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the NRCS, cooperating agencies, Commission, and Office in written and digital forms with the final report. Digital media shall be labeled by the Contractor to provide sufficient detail to access the information on the media. User manuals shall be submitted by the Contractor to the NRCS, Commission, and Office providing complete documentation of computer programs developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the program(s). The computer programs and spreadsheets (written and digital forms) are due on the same date as the administrative record.
- b. If the Contractor develops, collects, and/or uses GIS data as a part of this project, the Contractor shall do so in accordance with NRCS and USFS standards. If no standards are provided by either the NRCS or USFS, the

Contractor shall follow the WWDC GIS Standards Technical Memorandum utilizing provided Geodatabase Templates. Links to GIS Standards Technical Memorandum are available at:

<https://water.geospatialhub.org/pages/wwdc-gis-standards>. A webinar on required GIS Standards, hosted by WWDC and WRDS, will be available and is strongly recommended.

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

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

data templates, shall be defined in the metadata. GIS data shall be saved in a Decimal Degree Coordinate system with a NAD83 datum, specifically "GCS_North_American_1983," as indicated in the GIS Standards Technical Memorandum. In addition to the Project geodatabase(s) and map file(s), GIS deliverables may also include linked nonspatial data/databases (.acddb, .xlsx), rasters (various formats), photographs (.jpg), maps (.pdf), and file integrated metadata references (.xml, .txt). Core data shall be delivered within the Geodatabase Template. Auxiliary data can be provided as .shp files and metadata are required.

- (iii) MAPS. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps found in the final project report. The GIS project files should be provided as ESRI ArcGIS mxd files saved with relative path names to data sources.

c. To facilitate the NRCS's, Commission's, and Office's accurate evaluation of the Contractor's work product, computations, conclusions and recommendations, the Contractor shall:

- (i) Include in all technical reports, a section describing the assumptions and methodology used by the Contractor in generating the data and conclusions contained in that technical report supporting the conclusions in the Watershed Project Plan - EIS .
- (ii) Compile and maintain an administrative record containing the materials used in project analysis. This file will be available for review by the NRCS, USFS, Commission, and Office and should be organized in such a way as to allow replication of the steps and procedures used by the Contractor to reach the conclusions described in the analysis.

3. Cost Estimates

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

WWDC ELIGIBLE PROJECT COSTS

CONSTRUCTION COSTS

Itemized Cost of Each Project Component \$ _____
\$ _____

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

PRE-CONSTRUCTION COSTS

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

TOTAL WWDC Eligible PROJECT COST

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

WWDC INELIGIBLE PROJECT COSTS

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

TOTAL PROJECT COST

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

MATERIALS ONLY TOTAL

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

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

- b. The Contractor shall use the following guidelines in providing a Benefit and Cost Analysis for the Watershed Project Plan - EIS in accordance with the PR&G.
- (i) Water resource plans will include allocations of installation costs to the various project purposes and will show the basis of such allocations and whether benefits exceed costs (PL 83-566 Section 3(3)). These benefits should include both monetized and non-monetized benefits.
 - (ii) The federal objective of the PR&G (March 2013) specifies that Federal water resources investments shall reflect national priorities, encourage economic development, and protect the environment by:
 - (A) seeking to maximize sustainable economic development;
 - (B) seeking to avoid the unwise use of floodplains and flood-prone areas and minimizing adverse impacts and vulnerabilities in any case in which a floodplain or flood-prone area must be used; and
 - (C) protecting and restoring the functions of natural systems and mitigating any unavoidable damage to natural systems.
 - (iii) Public benefits encompass environmental, economic, and social goals, include monetary and non-monetary effects and allow for the consideration of both quantified and unquantified measures. (PR&G, Chapter 1, Section 2). Monetary economic benefits are to be national in scope (DM 9500-013 6(b)(3)(a)(2)).
 - (iv) PR&G and USDA agency specific procedures (ASP) establish a complete framework for analyzing water resource development activities, and collectively, they are referred to as the PR&G. DR 9500-013 and DM 9500-013 constitute the USDA ASP as required by the Guidelines. For water resource projects, evaluate the project by the USDA agency specific procedures to comply with the PR&G. Provide sufficient considerations to the economic, environmental

and social benefits for the project investment. (PR&G, Chapter 1, Section 2).

- (v) Project must contain benefits directly related to agriculture, including rural communities. Agriculture and rural communities must account for at least 20 percent of the total benefits of the project (PL 83-566 Section 2 “Definitions”).

4. Draft and Final NEPA Documents

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

5. Final NEPA Documents - Digital Format

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

6. Project Access

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

7. Stand-By Time

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

D. SCOPE OF SERVICES

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

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

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

- A. The NRCS, in coordination with cooperating agencies, is responsible for maintaining the official long term Administrative Record for the Project, which will be maintained, compiled, organized, and indexed by the Contractor during the Project.
- B. References: References, guidelines, manuals, handbooks, examples, publication standards, printing standards, and mapping standards will be provided by the NRCS, cooperating agencies, Office, and Sponsor for all primary documents as well as for any reports and studies required for the Watershed Project Plan - EIS supporting documentation.
- C. Remote Sensing and Geographic Information Systems: The NRCS Project GIS Specialist will furnish all existing geospatial data applicable to this project. Further data collection identified during the Watershed Project Plan - EIS process will be reviewed and approved by the NRCS Project GIS Specialist prior to incorporation into deliverables.

- D. Other Data: The NRCS, cooperating agencies, Office, and Sponsor will supply other existing and available non-spatial graphic or tabular resource data, regardless of the form as appropriate.
- E. Mailing: The NRCS in consultation with the Office, Sponsor, and cooperating agencies will develop the preliminary mailing list for the Project which will be turned over to the Contractor for update and maintenance.
- F. Data Collection: Data collection and revisions by NRCS, cooperating agencies, Office, and Sponsor for use and incorporation into this Watershed Project Plan - EIS may occur throughout the process.
- G. Other Tasks performed by NRCS and other cooperating agencies as necessary:
- Section 7 Consultation (but Biological Assessment (BA) will be done by the Contractor, if appropriate).
 - Presentations/Consultations with State of Wyoming, NRCS-Wyoming State Office, and NRCS Washington Office.
 - NHPA Section 106 Consultation and Tribal Consultation.
 - Approval of the Final Watershed Project Plan - EIS and filing with the Environmental Protection Agency (EPA).
 - Finalization and approval of the Record of Decisions (RODs) and providing for the appropriate appeals or protest period.

RESPONSIBILITIES OF THE CONTRACTOR IN THE PERFORMANCE OF PROJECT TASKS

- A. The Contractor will furnish all personnel, equipment, supervision, transportation, supplies, postage, and incidentals, except those indicated as government-furnished, to perform all work necessary for completion of the Watershed Project Plan - EIS in accordance with the Contract and any delivery/task orders issued. The Watershed Project Plan - EIS must be legally defensible and meet the requirements of applicable laws, regulations, court decisions, and manuals. The Quality Standards beneath each task have been included to provide additional information regarding timing, products, and to help define the desired results NRCS needs for this contract.
- B. The Contractor will provide deliverables by their due dates.
- C. The Contractor will, with NRCS, known cooperating agencies, Office, and Sponsor involvement, initiate collaboration with various other cooperating agencies. Potential cooperators will be determined by the NRCS. Contractor collaboration with the NRCS, Office, Sponsor, cooperating agencies, other collaborators, and public will occur throughout the entire process.
- D. The Contractor will provide the NRCS, Office, and Sponsor with their list of Project interdisciplinary team (ID) members within ten (10) business days after award of

contract. Changes to the Contractor's ID team members will be reported within five (5) business days to the NRCS, Office, and Sponsor and will require approval.

- E. The Contractor, in coordination with the NRCS, Office, cooperating agencies, and the Sponsor will prepare the Plan of Work for the Watershed Project Plan – EIS, as detailed in Task 3 below. The Plan of Work is the final authority and ultimate reference for project management and quality processes and procedures. It will guide and assist in the management of the planning process and environmental analysis.
- F. Building upon the Plan of Work, the Contractor will develop a complete Quality Control Plan for the Project, as detailed in Task 3 below. The Contractor must develop and update the Plan of Work and Quality Control Plan throughout the duration of the Project. The Quality Control Plan should include topics such as identification of quality standards, monitoring of Project results and progress, identification of ways to eliminate causes of unsatisfactory performance, and a communications plan. As part of the Quality Control Plan, the Contractor will provide a bi-weekly progress and status report to the NRCS, pertinent cooperating agencies, Office, and Sponsor.
- G. The Contractor will maintain, compile, organize, and index the Administrative Record for the Project. The Contractor must implement and maintain the Administrative Record throughout the duration of the Project. The Contractor will provide the complete Administrative Record to the NRCS upon completion of the ROD or at any time requested prior to completion of the ROD. The Contractor will utilize an indexed and searchable electronic cataloging database.
- H. The Watershed Project Plan - EIS will be written and maintained using a system approved by the NRCS and other cooperating agencies.
- I. The Contractor will use the most current NRCS and other cooperating agency regulations, manuals, handbooks, policies, etc.
- J. Microsoft Word will be the word processing format for all submitted text documents.
- K. All deliverables and other project information provided to the public shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. § 798).
- L. The Contractor will draft and execute a disclosure statement specifying that they have no financial or other interest in the outcome of the Watershed Project Plan - EIS as required by 40 CFR Section 1506.5(c).
- M. No work will be initiated, or funds spent for individual tasks without written authorization from the Office.

THE CONTRACTOR WILL PERFORM THE FOLLOWING TASKS:

Task 1. Document Review and Data Analysis

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

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

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

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

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

Due Date: Data Analysis meeting to be conducted on the same day, or at the same time, as the Project Kickoff meeting (within 45 days after receipt of contract authorization to

proceed). Data gaps report within fifteen (15) business days of the Data Analysis and Project Kickoff meetings.

Task 2. Project Kickoff

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

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

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

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

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

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

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

The Contractor, in coordination with the NRCS, Office, cooperating agencies, and the Sponsor will prepare the Plan of Work (POW) for the Watershed Project Plan – EIS. The POW, once finalized and approved by the NRCS, will summarize the studies done to date and describe the remaining work needed. It will also show the interdisciplinary technical procedures to be used in the plan development study and the timeframe for accomplishing each task.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Task 4. NEPA Scoping Meetings and Report

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

agencies, and in the news media. The Contractor will be responsible for developing a post meeting scoping report for the formal public scoping meeting. All scoping, public meetings, and formal scoping reports will be conducted by the Contractor under the direction of the NRCS.

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

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

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

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

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

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

- A. The Contractor will work with the NRCS, Office, Sponsor, and pertinent cooperating agencies to develop and analyze a range of alternatives, and comment on the preferred alternative through a Cooperating Agency workshop. The Contractor will work closely with the NRCS, Office, Sponsor, and cooperating agencies; to organize, design, arrange logistics for, facilitate, record, and provide meeting records for the workshop. Consolidated comments, preference choice, and rationale will be noted and collected in a matrix/table format which will be forwarded to the NRCS project manager for management review and final decision on the Preferred Alternative.

- B. The Contractor will work with the NRCS to prepare the Preliminary Draft Watershed Project Plan - EIS. The Contractor will be responsible for creating maps, writing, and rewriting necessary documents, technical reports, all sections/chapters of the Watershed Project Plan - EIS, appendices, Notice of Availability, Dear Reader letter, and other deliverable items in accordance with the overall milestone schedule agreed upon in the Plan of Work, Quality Control Plan, and Project Work Schedule. The Contractor will provide the necessary number of copies of all maps, necessary draft documents, technical reports, all sections/chapters of the Watershed Project Plan - EIS, appendices, and compiled draft Watershed Project Plan - EIS to NRCS, in the format required by NRCS. At a minimum this shall include bound hard copies and digital copies in a Searchable Image Adobe Acrobat (pdf) format. The digital documents will be completely assembled into one standalone Acrobat file and will be the same version as the hard copy. The NRCS will be responsible for distributing copies of the Watershed Project Plan - EIS for cooperating agency review.
- C. The Contractor shall receive, log, and analyze comments from the NRCS, Office, Sponsor, and other pertinent cooperating agencies, discuss recommendations with NRCS in order to reach agreement on changes to be made to the text and maps, and make changes ready for incorporation into the final version of the Draft Watershed Project Plan - EIS to be distributed to the public.
- D. The Contractor shall produce and distribute to the public for a 45-day review and comment period the final version of the Draft Watershed Project Plan - EIS, complete with all finished maps and graphics, with a NRCS-approved Dear Reader letter serving as an introduction.

Quality Standard:

- A. Prepared materials will be consistent with Watershed Project Plan - EIS requirements, acceptable to the NRCS and other cooperating agencies, and will include data gathered. During development of the impact analysis, Contractor will work closely with NRCS staff, the Office, the Sponsor, cooperating agencies and will provide regular updates on status and progress to date.
- B. The Preliminary Draft Watershed Project Plan - EIS will incorporate PR&G guidelines, contain analyses of issues, alternatives, and potential environmental impacts and benefits from implementing each alternative, including social and economic factors and cumulative impacts, so that cooperating agency reviewers are adequately prepared for the review and comment period. The Preliminary Draft Watershed Project Plan - EIS will be adequate such that NRCS, Office, and Sponsor do not find any misstatements and/or lack of information in addressing each environmental impact in the document. Maps will be incorporated as needed, but the NRCS project manager can waive inclusion of any map, graphic, or unavailable information, and document will note that omitted information is being worked on and will be included in final version of the Draft Watershed Project Plan - EIS to be distributed to the public.

- C. Internal review comments received will be analyzed, discussed with the NRCS, cooperating agencies, Office, Sponsor, and NRCS Interdisciplinary Team, and appropriate changes discussed and agreed to for incorporation in the final version of the Draft Watershed Project Plan - EIS. All changes to be incorporated into the final version of the Draft Watershed Project Plan - EIS will be documented for the Administrative Record.
- D. The electronic and paper products will be 100% accurate without any typos or misstatements. The web-based version will be fully viewable and installed on the website system approved by the NRCS and other cooperating agencies, easily downloadable, and meet NRCS and Government Printing Office (GPO) requirements. The web-based version will allow downloading and viewing of each separate chapter and section of the text of the final version of the Draft Watershed Project Plan - EIS, and each map contained within the document.

Deliverables:

- A. As a result of the Cooperating Agency Workshop, the Contractor will work with the NRCS to (1) develop a table/matrix style document which summarizes each alternative and NRCS and cooperating agency comments; (2) supply all notes, meeting agendas, transcripts, etc. from meeting for inclusion into the Administrative Record and (3) an Alternatives Summary Table, for the Preliminary Draft Watershed Project Plan - EIS.
- B. A PDF version of the Preliminary Draft Watershed Project Plan - EIS, including maps, to be sent to NRCS, the Office, the Sponsor, and cooperating agencies for review and comment.
- C. A document with written analysis and table/matrix of consolidated review comments (displaying comment, origin, and recommendations to NRCS on changes to be made and incorporated into the final version of the Draft Watershed Project Plan - EIS).
- D. Fifteen (15) bound copies and digital copies in a Searchable Image Adobe Acrobat (pdf) format of the final version of the Draft Watershed Project Plan - EIS according to task description and NRCS standards.
 - a. In bound paper with attached CD-ROM in PDF format.
 - b. Also, in an appropriate format for internet website viewing and downloading, with introductory information on how to view and download the document.
 - c. Refer to the National Watershed Program Manual and National Watershed Program Handbook for formatting guidance and examples.

Due Date:

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

Task 6. Draft Watershed Project Plan - EIS Public Meeting

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

Quality Standard: The meeting will be prepared for and advertised to meet NRCS, cooperating agencies, and Office standards. The news releases, advertisements, and website information will be timely, accurate and complete. The Contractor will adhere to

the agenda, but remain flexible to meet needs of attendees and vigorously interact with attendees at all meetings to obtain outcomes, and answer questions. The Contractor shall receive, log, and analyze comments received from the public during the meeting, and prepare meeting minutes summarizing the comments for the NRCS.

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

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

Task 7. Public Comment Analysis

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

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

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

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

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

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

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

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

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

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

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

Task 9. Preparation and Publication of the Record of Decision

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

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

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

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

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

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

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

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

Task 10. Unanticipated Meetings

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

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

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

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

Task 11. Administrative Record

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

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

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

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

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

Task 12. Discretionary Task

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

Task 13. Biological Assessment/Biological Evaluation

The Contractor shall prepare a defensible Biological Assessment (BA) and Biological Evaluation (BE) that meets the agencies' ESA Section 7 consultation requirements and USFS Manual 2670 requirements. The Contractor will coordinate with the NRCS, USFS, USACE, and USFWS to provide an analysis of the impacts of the agency-preferred alternative on the federally listed threatened, endangered, and candidate species and USFS-listed sensitive species with the potential to occur in the analysis area. The Contractor shall consult with the appropriate parties to obtain the most current information regarding documented occurrences and the habitat requirements of those species, and shall provide a thorough and scientifically valid analysis of the impacts of the agency preferred alternative on those species. Where possible, the Contractor will tier to existing and previous analyses, including BAs and biological opinions (BOs) completed for other site-specific projects in the analysis area.

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

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

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

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

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

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

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

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

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

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

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

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

Task 15. NEPA Studies

No work will be initiated, or funds spent, for this task without prior written authorization from the Office project manager.

BIOLOGICAL RESOURCES

Special-Status Amphibian Surveys

The Contractor will survey for special-status amphibian species (threatened, endangered, and USFS sensitive species) within USFS lands associated with the proposed land exchange (1,762 acres). Prior to field work, a desktop assessment will be conducted to identify potentially suitable amphibian habitat within the survey area. Field surveys will verify presence/absence of potentially suitable habitat through identification of field indicators of suitability. Data will be collected at all potentially suitable habitat, including supporting documentation for either determination (i.e., no habitat or suitable habitat). These data will, at a minimum, include global positioning system (GPS)-delineated boundaries of suitable habitat, descriptions of the habitat characteristics and/or indicators, and photographs.

Field surveys will also include meandering pedestrian surveys of verified suitable habitat for special-status amphibian species. If any special-status amphibian species are observed, recorded data will include GPS-collected location, species, and life stage observations.

Special-Status Plant Surveys

The Contractor will survey for special-status plant species (threatened, endangered, and USFS sensitive species) within USFS lands associated with the proposed land exchange (1,762 acres). Prior to field work, a desktop assessment will be conducted to identify potential special-status plant species using publicly available and USFS data (if provided). The assessment will also be used to identify species-specific potentially suitable habitat, which will be verified through field surveys. Field-verification will consist of validation of potential habitat areas, confirmation that the habitat contained in those locations meet minimum criteria for suitability, and identification of field indicators of suitability that can be used to confirm presence/absence of suitable habitat and/or species. This method allows more flexibility than species-specific protocol surveys, as they can occur outside of specific flowering or timing periods associated with each species. Data will be collected at all potentially suitable habitat, including supporting documentation for either determination (i.e., no habitat or suitable habitat). Collected data will, at a minimum, include GPS-delineated boundaries of suitable habitat, descriptions of the habitat characteristics and/or indicators, and photographs.

Meandering pedestrian occupancy surveys will occur in suitable habitat to locate incidences of special-status plant species. In the event that an individual or population is delineated, all necessary occurrence data will be collected to adhere to Wyoming Natural

Diversity Database standards and completion of an individual observation form (WYNDD Plant Species of Concern Survey Form).

Raptor Nest Surveys

The Contractor will conduct a ground-based raptor nest survey to identify raptor nests within proposed disturbance areas associated with the reservoir site (reservoir and associated infrastructure footprint including recreation facilities and access roads; 377 acres). The objectives of the raptor nest survey will be to identify nest locations and substrate. The Contractor will document the following information for each nest location found within the survey area: observation date and time, GPS coordinates, nest substrate, nest condition, and contents. The Contractor will not make assumptions regarding which species may have built or used the nest in the past because these determinations are difficult to make, and large stick nests may be used by many species.

Old Growth Forest Stand Surveys

The Contractor will survey the proposed State of Wyoming land exchange parcels for old growth forest stands (4,380 acres). Surveys will use GPS units to map boundaries of old growth timber stands as polygon features. Old growth timber definitions will be consistent with those used by the USFS Region 2, Rocky Mountain Region, and Region 1, Western Montana Zone, as outlined in the U.S. Forest Service's Mature and Old-Growth Forests: Definition, Identification, and Initial Inventory on Lands Managed by the Forest Service and Bureau of Land Management (USFS 2023). These definitions are provided in Table 1. Any species not listed within Table 1 will be defined using the parameters outlined in Table 2 (USFS 2023).

Prior to fieldwork, the Contractor will conduct a desktop analysis to identify old growth stands within the survey area. The analysis will use the best available public data or relevant data provided by the USFS, the State of Wyoming, or other agencies. Polygons will be identified by incorporating old growth stands to a resolution consistent with desktop analysis data inputs.

Following the desktop analysis, the Contractor will use gridded pedestrian surveys to field verify polygons and identify additional old growth stands. Once a potential old growth stand is identified, three representative trees of each species will be age classified using an increment borer and by counting growth rings from the tree's cambium to pith. The youngest tree that meets the species' USFS definitions for old growth will be used to establish a minimum diameter at breast height (DBH) requirement for old growth trees within the stand. A boundary for the old growth stand will be established by measuring the DBH of potential old growth stand boundary trees and comparing the values to the minimum DBH requirement defined via the process outlined above. Photos and GPS-collected coordinates will be recorded for sampled old growth trees.

Table 1. Region 2 forest types with old growth definition type groups, and minimum thresholds (Reference: USFS 2023, FS-1215a).

Forest type	FIA forest type groups	Large tree age	Large tree diameter (inches)	No. of large trees per acre	No. of trees with cull or broken/dead top, per acre	# Dead trees per Acre
Ponderosa pine	220	200	16	10	1	2
Mixed conifer	200	200	16	10	1	2
Spruce/fir	120, 260	200	16	10	1	2
Aspen	900	200	14	10	1	0
Lodgepole pine	280	150	10	10	1	2
Pinyon-juniper	180	200	12	30	1	1
White pine	360	200	12	10	0	0
Gambel oak	970	80	4	30	0	0
Cottonwood	700	100	14	20	0	0

Table 2. Old growth forest types and minimum criteria (for species not listed in Table 1 above) (Reference: USFS 2023, FS-1215a).

Old-growth forest type	Habitat type group	Large tree age (years)	Large tree density (trees ac ⁻¹) and DBH (in)	Basal area (ft ² ac ⁻¹)
1 - Ponderosa pine (PP), Douglas-fir (DF), Western larch (L), Grand fir (GF), Lodgepole pine (LP)	A, B	170	8 ≥ 21"	60
2 - DF, L, PP, Engelmann spruce/subalpine fir (SAF), GF	C	170	8 ≥ 21"	80
3 - LP	C, D, E, F, G, H	140	10 ≥ 13"	60/70/80 ^a
4 -SAF, DF, GF, Western redcedar (C), L, Mountain hemlock/subalpine fir (MAF), PP, Western white pine (WP), Western hemlock (WH), combinations of alpine larch/whitebark pine/limber pine (WSL)	D, E, F	180	10 ≥ 21"	80
5 - SAF, DF, GF, L, MAF, PP, WP, WSL	G, H	180	10 ≥ 17"	70/80 ^b
6 - SAF, WSL, DF, L	I	180	10 ≥ 13"	60
7 - LP	I	140	30 ≥ 9"	70
8 - SAF, WSL	J	180	20 ≥ 13"	80

^a In old growth type 3, 60 ft² applies to habitat type group E for LP; 70 ft² of basal area applies to habitat type group C for LP and habitat type group H for ES, AF, WBP; 80 ft² of basal area applies to all others.

^b In old growth type 5, 70 ft² applies to habitat type group H for SAF; 80 ft² of basal area applies to all others.

Noxious Weed Surveys

The Contractor will survey for noxious weed species incidentally while conducting special-status amphibian, special-status plant, old growth forest stand, and raptor nest surveys within USFS and State lands associated with the proposed land exchange (6,142 acres). Areas that are more susceptible to weed infestations (e.g., disturbed landscapes, riparian areas, drainageways) will also be specifically targeted. The noxious weed species survey list will include all Wyoming state-listed or county-listed noxious weeds as well as any other invasive species of concern. Incidences will be documented at the species level and include demographic, health/vigor, phenological data, and level of infestation data (i.e., density and cover).

Reporting

Following completion of special-status amphibian, special-status plant, raptor nest, old growth forest stand, and noxious weed surveys, the Contractor will develop a comprehensive biological resource report detailing results. The report will include introduction, methods, and results/discussion sections. The introduction sections will give overviews of the need for analyses and surveys and provide broad overviews of work conducted. The methods sections will provide detailed descriptions of how desktop analyses were conducted and the protocols used during field surveys. The results/discussion sections will provide numeric and textual descriptions of presence, absence, quantities, and locations of biota and resources discovered during desktop analyses and field surveys. The Contractor will submit digital copies of final reports, accompanied by geospatial data.

HUMAN RESOURCES

Cultural Resources Class I

The Contractor will use data from the Wyoming State Historic Preservation Office (SHPO) Cultural Records Office and consult with the USFS district archeologist to complete the Class I records search for the West Fork Reservoir Project and the land exchange as requested by the NRCS, USFS, and USACE to gain a comprehensive view of all known cultural resources and previously conducted cultural resource surveys within the federal and non-federal parcels for the project. The analysis area will consist of 1,943 acres for the federal parcels and small private parcel in which the West Fork reservoir project overlaps, and eight non-contiguous non-federal parcels totaling 4,380 acres for a total area of 6,322 acres. Results will be summarized in a technical memo.

Cultural Resources Visual Analysis

At the request of the NRCS, USFS, and USACE, visual analysis will be completed to determine the potential for adverse impacts to historic properties. This analysis will be conducted in GIS and will focus on known historic properties within and near the federal parcels. This analysis will be completed prior to the Class III cultural resource survey. The Contractor will coordinate with the USFS district archaeologist to establish parameters for the analysis and will utilize the data gathered during the Class I records search to inform which cultural resources may be considered historic properties.

Cultural Resources Class III Surveys

Following the Class I files search and visual analysis, the Contractor will coordinate with the USFS district archaeologist to schedule and prepare for a Class III cultural resource survey for the federal parcels. The Contractor will submit a fieldwork authorization request for review and approval to the NRCS and USFS and will conduct the Class III cultural resources inventory under the stipulations outlined by the NRCS, USFS, and USACE. Based on agency request, a Traditional Cultural Specialist (TCS) from each of the

identified Tribes interested in the project shall be given the opportunity to participate in the cultural resources inventory. The Contractor, in consultation with the federal agencies, has provided a notice to the Tribes so they can adequately plan to participate. The Contractor will coordinate logistics and billing.

The Contractor and participating TCSs will conduct the cultural resources inventory along 30-meter transect intervals and will record all identified cultural resources sites on Wyoming Cultural Properties Forms. Mobilizing from the Contractor's office, the Contractor will lead a Contractor field crew and the TCSs. The principal investigator for the project will outline the survey methodologies and will ensure that the inventory report and Wyoming Cultural Properties Forms meet agency requirements. The Contractor will reserve hotel rooms for the crew and TCSs and will ensure that the field trucks include room for the TCSs. All cultural resources within the federal parcels and small private parcel will require documentation, evaluation for their eligibility for the National Register of Historic Places (NRHP), and assessment of the impacts and effects of the undertaking. The Contractor will prepare a draft report and the associated Wyoming Cultural Properties Forms according to Wyoming SHPO guidelines.

Hazardous Substances

The Contractor will complete a preliminary hazardous materials (hazmat) study of the project area to identify potential concerns related to hazardous substances and petroleum products.

The Contractor will coordinate with USFS and OSLI, as well as obtain and review an environmental database search report or equivalent data that would identify sites including federal and state cleanup sites, storage tank releases, landfills, and regulated facilities that generate, handle, store, transport, or dispose of hazardous materials. The deliverable for this task will be a letter report describing the methods, results, and conclusions of the study.

WATER RESOURCES

Aquatic Resource Inventory and Functional Assessment

Proposed West Fork Reservoir Disturbance Area:

The Contractor will perform an aquatic resource inventory and delineation of the project area (West Fork reservoir and associated infrastructure and facilities). The inventory will follow methods outlined in the USACE 1987 Wetland Delineation Manual and appropriate Regional Supplement. Prior to fieldwork, the Contractor will rely on desktop analysis completed to date as well as a review of existing reports provided to the Contractor. During fieldwork, the Contractor will conduct a field investigation to confirm the presence/absence of potential aquatic resources identified during the desktop assessment. If aquatic resources are present, the Contractor will map their boundaries using a global positioning system (GPS) capable of recording submeter-accurate boundaries; obtaining data necessary to complete USACE wetland determination data forms; and collecting

supporting information such as photographs and site observations that will be incorporated into subsequent reports. The Contractor will identify the ordinary high-water mark (OHWM) of non-wetland waters such as ponds and streams using guidance provided in the USACE Regulatory Guidance Letter 05-05 and methods described in the Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States. During fieldwork, the Contractor will map stream reaches containing pool-riffle complexes (special aquatic resources).

Following completion of ARI fieldwork, the Contractor will complete a detailed aquatic resource functional assessment following guidance in the Montana Wetland Assessment Method (MDT, March 2008), adjusted appropriately for Wyoming resources. Data collected in the functional assessment can be used to evaluate and quantify functions and services lost or gained as part of a 404 permitted project.

USFS Lands Outside the Proposed Disturbance Area and State Lands:

The Contractor will map approximate boundaries of aquatic resources on USFS and State Lands based on a ground-truthing of publicly available datasets such as National Wetlands Inventory, National Hydrography Dataset, and existing reports provided to the Contractor.

Following completion of ARI fieldwork, the Contractor will complete a qualitative aquatic resource functional assessment to gather general vegetation characteristics, likelihood of containing special aquatic sites, and Cowardin classifications for agencies to assign functions and services provided by different wetland types in the parcels. Data collected in the functional assessment can be used to evaluate and quantify functions and services lost or gained as part of exchange agreements.

Channel Stability Field Work

Contractor will deploy to the site and survey the existing fluvial stability of West Fork Battle Creek below the proposed dam site to the confluence with Battle Creek and Battle Creek from the West Fork Battle Creek confluence downstream to the confluence of Lower Big Gulch. Contractor will include:

- Geomorphic study of West Fork Battle Creek below proposed dam site to the confluence with Battle Creek, as well as Battle Creek from the West Fork Battle Creek confluence downstream to the confluence of Lower Big Gulch,
- Rosgen cross-sectional and longitudinal data elements for Level I and II assessments and hydraulic modeling; and USDA FS pebble counts and Large Woody Debris,
- Mitigation approaches to address measurable channel instability (excess sedimentation, lateral erosion, channel incision) in West Fork Battle Creek and Battle Creek downstream of the dam relative to pre- construction conditions, and

- Flow and sedimentation modeling to quantify post-construction and operational worst-case proposed condition for downstream reach.

These surveys will include quantitative assessments for existing conditions and expected normal and worst-case dam release (discharge scaled to “worst-case” water quality modeling) on representative reaches (to be determined in field) within each valley type, stream type, and condition class.

Contractor will measure Greenline Composition Bank stability and Greenline-to-Greenline Width Indicators and calculate reach plant diversity index, wetland indicator score, erosion resistance, woody species age class distribution as part of the assessment.

CE-QUAL-W2/PHREEQC Modeling

The Contractor will validate the results of water quality modeling under this task. For the CE-Qual-W2 model, this work will consist of:

- Review/QC input data
- Review model update report/tech memo
 - Check source data
 - Search for alternative data sets
- Perform simulation to verify outputs
- Review model log for error messages/warnings
- Review outputs for reasonability
- Perform limited sensitivity analysis to identify most sensitive model parameters
 - Quantify uncertainty of those parameters
 - Review literature
 - Verify selected values are within expected ranges
- Write model verification technical memorandum

And for the PHREEQ model:

- Review model update report/tech memo
- Review/QC input data
 - Check source data
 - Search for alternative data sets
- Perform simulation to verify outputs
- Review model log for error messages/warnings
- Review outputs for reasonability
- Perform limited sensitivity analysis to identify most sensitive model parameters
 - Quantify uncertainty of those parameters
 - Review literature
 - Verify selected values are within expected ranges
- Write model verification technical memorandum

**ATTACHMENT B2
REVISED HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE THROUGH 2025**

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

OTHER PROJECT CHARGES

Subcontracts

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

Travel and Other Direct Costs

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

Vehicles and Mileage

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

ATTACHMENT C2 REVISED SCOPE OF SERVICES ASSUMPTIONS

Task 1: Document Review and Data Analysis

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

Task 2: Project Kickoff

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

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

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

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

Task 4: NEPA Scoping Meetings and Report

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

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

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

- The Contractor will review the 13 alternatives (the same as those identified in the Little Snake River Supplemental Storage Level II Study-Final Report-2012) for engineering feasibility.
- No new engineering project figures or design drawings will be completed.
- The Contractor will review the 30% engineering design developed by the Office's Contractor for compliance with NRCS dam design criteria.
- Previous analysis conducted by the state will meet the needs to establishing a reasonable range of alternative, therefore no new engineering design work will be required.
- For costing purposes, the Contractor has assumed they will carry forward up to four alternatives, including the no action alternative, proposed action alternative, and two other action alternatives for detailed analysis.
- The Contractor will assess three alternatives (proposed action and two other action alternatives) for compliance with NRCS dam design criteria.
- A one-day alternatives development workshop will be held in Casper or Cheyenne, Wyoming. Up to three Contractor Team members will attend, including Alternatives Development Lead Matt Petersen. Up to two other team members will attend by phone.
- The Contractor will coordinate with the NRCS and/or the Office to secure an appropriate venue for the alternatives development workshop.
- The preliminary draft Watershed Project Plan - EIS comment review conference call will include the Contractor's PM and APM.
- Water quality modeling will be completed using the U.S. Geological Survey's free PHREEQC Version 3 program. The water allocation model will use Colorado Decision Support System software, including StateMod, StateCU, and TSTool. Significant work will be required to configure the StateCU and StateMod input files for forecast modeling for climate change analyses.
- The NRCS and cooperating agencies will have 45 days to review and comment on the preliminary draft Watershed Project Plan - EIS.

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

Task 6. Draft Watershed Project Plan - EIS Public Meeting

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

Task 7: Public Comment Analysis

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

- All deliverables will be electronic files and delivered electronically.

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

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

Task 9: Preparation and Publication of the Record of Decision

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

Task 10: Unanticipated Meetings

- In-person meetings will be half-day meetings and will include the Contractor's PM and one other team member.

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

Task 11: Administrative Record

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

Task 12: Discretionary Task

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

Task 13: Biological Assessment/Biological Evaluation

- All deliverables will be electronic files and delivered electronically.

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

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

Task 15: NEPA Studies

BIOLOGICAL RESOURCES

- Special-status amphibian field surveys will be conducted by 1 Contractor biologist in four 12-hour days.
- Special-status plant field surveys will be conducted by 4 Contractor biologists in five 12-hour days.
- Raptor nest surveys will be conducted by 1 Contractor biologist in two 12-hour days.
- Old growth timber stand surveys will be completed by 2 Contractor biologists in 14 twelve-hour days.
- The Contractor will provide polygon features of old growth timber stands, identified to the species level.
- Old growth timber stands will be verified by collecting core samples of no more than three sample trees per stand.
- A minimum DBH requirement will be established using the youngest sample tree in an old growth stand.
- Old growth stand boundary trees will be identified using the minimum DBH requirement.
- Photos of sample trees from the old growth forest stand survey will be provided within the attributes of the associated old growth stand polygon.
- Fixed plots will NOT be established as part of this survey and old growth forest stand surveys will not include Forest Inventory and Analysis (FIA) plot data metrics including trees per acre (TPA), basal area (BA), decadence, variation in diameter, canopy characteristics, tree defects, and decomposition classes.
- The Contractor reserves the right to postpone surveys or alter pedestrian survey grids due to safety concerns involving weather, wildlife, terrain, and human factors.
- Where applicable, access to private land near the proposed reservoir site must be provided if the areas contained within are to be surveyed or are necessary for access to USFS and State lands.

HUMAN RESOURCES

Cultural Resources Class I

- No more than 12 PLSS sections will require an official files search through the SHPO; additional data if needed, will be acquired through an unofficial files search.

- The Contractor will submit one data request to the SHPO. No updates to the SHPO dataset will be needed.
- The analysis area will cover no more than 6,322 acres.
- The analysis area does not include alternatives. If additional analysis of alternatives is needed, the Contractor will provide a separate scope and cost for that work.
- Conducting interviews, tribal histories, or off-site research are not included in this scope.
- Digitization of sites or inventories will be limited. The Contractor may digitize up to 20 sites but no inventories.
- The Contractor will summarize the findings of the Class I records search into a technical memo that will not exceed 15 pages total. The technical memo will consist of a synthesis of the existing data and up to four maps. Culture history or historical contexts are not included.
- The Contractor will provide all deliverables electronically.
- Coordination with the USFS district archaeologist will include up to three 1-hour calls.

Cultural Resources Visual Analysis

- Coordination with the USFS district archaeologist will include up to two 1-hour calls.
- GIS analysis will not exceed 20 hours.
- Deliverables will consist of no more than four map deliverables to convey historic properties viewsheds.

Cultural Resources Class III Surveys

- The area to be surveyed will only include USFS lands and the private parcel associated with the reservoir footprint and be no greater than 1,943 acres. If, based on the results of the Class I records search, impacted agencies require completion of Class III surveys on non-federal parcels, additional surveys will necessitate a change order.
- The Contractor's ability to conduct fieldwork will be unimpeded by weather, ground conditions (e.g., water, mud, or snow), road construction, landowner restrictions, or any other factor outside of the Contractor's control. Delays including weather and access issues and associated field crew support costs, including keeping the field crew on standby in the vicinity, are not included in this cost estimate.

- The Contractor will complete the fieldwork in 10 days with six archaeologists (includes one mobilization). Pending TCS availability and experience and agency approval, TCSs may substitute for archaeologists during fieldwork.
- One archaeologist or TCS will be sufficient for coverage of a 30-meter-wide corridor. Bare ground visibility will be adequate to allow standard transects without the need for shovel testing or tightening survey transects.
- No collection of artifacts is anticipated for this project and no laboratory costs or fees are included in this scope of work.
- Up to 14 sites or site segments and four isolated resources are included in this cost estimate, as estimated from known site density in the surrounding area and on similar topography. Every site larger than 1 acre in size will be considered an additional site for every additional acre, for the purposes of total site count.
- Up to 24 shovel tests to aid in site evaluation and to determine the extent of isolated resources are included in this cost estimate.
- One report will be produced, and the report will be less than 100 pages.
- The Contractor will submit one draft Class III cultural resources report meeting Wyoming SHPO standards electronically via the WyoTrack database. The Contractor assumes one round of edits (no more than 10 hours) to address agency comments prior to the final Class III cultural resources report submittal.
- Fees include payment for up to five TCSs for a 10-day session with 10-hour days. Expenses include hotel for up to five TCSs, as well as per diem for up to five TCSs at the GSA rate of \$59 per day and up to 3,000 miles/600 miles per TCS for roundtrip travel to Saratoga using the GSA rate of \$0.655 per mile.
- Up to 24 hours of Tribal consultation is included in the Class III scope.

Hazardous Substances

- The hazardous substances records search will include only the State parcels included in the land exchange application (e.g., up to 4,380 acres) at a cost of no more than \$1000.00.
- The records search and letter report will be compliant with FSM 2160.
- The efforts described above do not constitute the requirements associated with a full Phase I ESA. If a Phase I ESA is requested one can be provided in general accordance with the 2016 ASTM International (ASTM) Standard E2247-16, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forestland or Rural Property at additional cost.

- Up to 3 hours of coordination with USFS and OSLI for the hazardous substance records search and reporting is included.
- The Contractor will respond to one round of comments from USFS on the letter report before finalizing.
- No field work is included for the hazardous substances task. It is understood that a formal inspection referred to as a transaction screening will be required for the land exchange process but that this inspection will need to occur at a later date when the land exchange process is further along. A separate scope and cost will be submitted at that time if requested.

WATER RESOURCES

Aquatic Resource Inventory and Functional Assessment

- ARI will not include mitigation sites as this will not be identified until later in the NEPA process. General aquatic resource inventory.
- For the proposed West Fork disturbance area, the Contractor will prepare a draft ARI report and issue it for one round of concurrent review comments. The Contractor will address comments and issue a final report. The Contractor will prepare a draft functional assessment report and issue it for one round of concurrent review comments. The Contractor will address comments and issue a final report.
- The Contractor will prepare one draft aquatic resources mapping and qualitative functional assessment report for USFS and State parcels included in the land exchange application and issue it for one round of concurrent review comments. The Contractor will address comments and issue a final report.
- Functional assessment following guidance in the Montana Wetland Assessment Method (MDT, March 2008) will only include areas within the proposed West Fork project footprint. Additional areas would require a change to scope and potentially to estimated costs.
- Qualitative functional assessments will be limited to within the bounds of the USFS and State parcels and does not include any downstream areas. Additional areas would require a change to scope and potentially to estimated costs.
- The Contractor will complete this field work in 2023. Aquatic resource inventory and functional assessments will occur concurrently on all lands and for all project components.
- This scope of work and budget includes up to 9, 10-hour days for two people for fieldwork with travel for the aquatic resource inventory and functional assessment associated with the proposed West Fork reservoir project. This scope of work and budget

includes up to 12, 10-hour days for two people for fieldwork with travel for aquatic resource inventory and function assessment associated with the land exchange parcels.

- No impact assessment or Clean Water Act 404 permitting is included in this task.
- Weather and site access will not delay fieldwork. Unrestricted site access will be procured and provided to the Contractor. Site visits must occur when the ground is free of snow.
- The Contractor will provide deliverables in MS Word and PDF formats. Hardcopy production is not included.
- Survey methods include ground truthing of NWI mapping, observational data points including mapped location, photo and brief narrative description validating or correcting existing resource types and extents. This also includes assessing and mapping wetlands observed that are now in the NWI dataset.
- Wetland functional assessment to be based on qualitative condition and standardized suite of functions and services provided by different wetland types.

Channel Stability Field Work

- Work to begin in September and conclude by November 1 and favorable weather will exist to complete the field work.
- Private landowner access agreements and/or USFS permits required to allow the field work will be obtained by others prior to commencing field work.
- Geomorphic study to use existing Level I Study descriptions and desktop review.
 - Study will include traditional Rosgen and USFS methods within representative reaches.
 - Rosgen Level I can be determined through topographic and landform maps, aerial imagery, and geospatial data.
 - Data collected for Rosgen Level II assessments will be completed in coordination with Stream Quantification Tool (SQT) data collection and analysis.
- SQT will be performed through Level III hydrology, hydraulics, and geomorphology.
 - SQT evaluation will not include data collection associated with the physicochemical or biology functional categories.
 - Work will require 2 weeks for SQT field data collection by engineer and watershed scientist.
 - SQT will be completed on no more than 5 identified representative sub-reaches defined as 20xbankfull or two meanders.
 - Metric data will be collected for the following function-based parameters:
 - Floodplain Connectivity – Bank Height Ratio and Entrenchment Ratio

- Lateral Migration – Dominant BEHi/NBS and percent streambank erosion or Greenline Stability Rating
 - Large Woody Debris (LWD) - LWD Index, Number of Pieces/100 meters
 - Bed Form Diversity – Pool Spacing Ratio, Pool Depth Ratio, Percent Riffle
 - Riparian Vegetation – Riparian width
 - The Contractor staff will assess riparian community quality and quantity according to criteria established by USDA Stream Visual Assessment, Protocol Version 2, Element 4 and 5 and USDI, BLM Riparian area management: Multiple indicator monitoring (MIM) of stream channels and streamside vegetation. This will consist of selecting five characteristic stream reaches between the reservoir site on West Fork Battle Creek and the confluence of Battle Creek and Lower Big Gulch. Plots will be laid out on both banks, at least two bankfull widths wide and covering the entire reach. Assessment will be made for:
 - Greenline composition
 - Woody species height class
 - Streambank stability and cover
 - Woody species age class
 - Greenline-to-greenline width
 - Bed Material Characterization – Pebble Count
- Work includes completing the SQT workbook for each sub-reach.
- Surveying will include collecting cross-sections and longitudinal elevation data to support Rosgen and SQT parameters in the identified representative reaches within the 9 miles of remote stream work.
 - Work will require 2 weeks of survey work by 1 surveyor.
 - Flow and sedimentation modeling will be completed using HEC-HMS and/or HEC-RAS or other appropriate modeling software.
 - Model inputs will consist of publicly available data and data collected in the field.
 - Work does not include completing Compensatory Mitigation Plans or Adaptive Management Plans.
 - Work does not include data collection or investigation of a reference reach not located within West Fork of Battle Creek.

CE-QUAL-W2/PHREEQC Modeling

- The number of reviewed alternatives/simulations will be limited to 5 or less.
- All input files and data will be provided.
- No model troubleshooting will be required.
- Review of biotoxicity modeling (i.e., the Biotic Ligand Biotoxicity Model) is not included.

SMALL WATER
PROJECT
PROGRAM
AMENDMENTS



THE STATE OF WYOMING

Water Development Office

6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002
FAX: (307) 777-6819



2023 RECOMMENDATION SMALL WATER PROJECT PROGRAM

Project Name: Prairie Dog - Wildcat Creek Stock Water Development **Program:** New Development

Project Type: Well **County:** Sheridan

Sponsor and Status: Sheridan County Conservation District

Project Priority: ~~1. Source Water Development~~ 3. Pipelines, Conveyance Facilities, Solar Platforms, Windmills

Director's Recommendation: Do Fund

Estimated Total Project Cost: \$81,000

Requested Grant: \$35,000

Identified in a Watershed Study: No

Watershed Study: NA

1. Project Description:

The purpose of this project is to improve water availability on 619 acres of a multi-pasture unit used for grazing ~125 head of cattle. Specific planned practices of this project include ~~drilling a well and installing a stockwater tank; power is currently available at the proposed well site~~ installing a pipeline and stock tank from an existing well.

2. Sponsor Defined Public Benefit:

"While the project provides a direct benefit to the owner, the project also provides additional water to support plant and animal species and improves habitat for wildlife within the Prairie Dog Creek Watershed and for the public. Completion of this project will maintain open space and healthy ecosystems within the Prairie Dog Creek Watershed. A permanent source of reliable water in the summer months will benefit antelope, mule deer, and other wildlife that reside in the area. Improved grazing management will result in healthier vegetation, forage value, and associated habitat for wildlife."

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".

**TERMINATION OF PUTNEY DITCH PIPELINE
PROJECT AGREEMENT BETWEEN
COTTONWOOD GRASS CREEK WATERSHED IMPROVEMENT DISTRICT
AND THE WYOMING WATER DEVELOPMENT COMMISSION**

1. **Parties.** This Termination of Project Agreement (Agreement), dated May 1, 2022, is made between Cottonwood Grass Creek Watershed Improvement District (Sponsor), 832 Black Mountain Rd, Thermopolis, Wyoming 82443 and the Wyoming Water Development Commission (Commission), whose address is 6920 Yellowtail Road, Cheyenne, Wyoming 82002.

2. **Purpose of Termination.**
 - A. The Commission entered into the Putney Ditch Pipeline Project Agreement with the Cottonwood Grass Creek Watershed Improvement District for the purposes of authorizing the design and construction of a small water development project and to specify terms for the project.

 - B. Pursuant to the termination clause in the Project Agreement, the Sponsor and the Commission mutually consent to terminate the Project Agreement between the Cottonwood Grass Creek Watershed Improvement District and the Wyoming Water Development Commission.

3. **Entirety of the Agreement.** This Termination of Project Agreement, consisting of two (2) pages; and the Original Agreement, consisting of seven (7) pages; represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

- 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:

Ronald E. Kailey, Chairman _____
Date

Lee Craig, Secretary _____
Date

COTTONWOOD GRASS CREEK WATERSHED IMPROVEMENT DISTRICT:

Jim Butterfield, Chairman _____
Date

Jennifer Taylor, Secretary _____
Date

ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General _____
Date

PROJECT AGREEMENT
MSC No. _____
PUTNEY DITCH PIPELINE PROJECT

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION, (Commission), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the HOT SPRINGS CONSERVATION DISTRICT, Hot Springs County, Wyoming, a duly organized conservation district existing under the laws of that state (Sponsor), whose address is: 601 Broadway, Suite A, Thermopolis, WY 82443.
2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design and construction of a small water development project and specify terms for the project. The following project is hereby authorized and financed according to the terms of enacted legislation and this Agreement:
 - (a) Putney Ditch Pipeline Project [Project]; and
 - (b) Appurtenances necessary to make the Project complete and function in the manner intended.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date until all provisions and conditions set forth herein have been satisfied.
4. **Special Provisions.**
 - A. The Commission approved a grant to the Sponsor of not more than EIGHTEEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$18,875.00) or fifty percent (50%) of the actual development costs, whichever is less, which shall be disbursed to the Sponsor according to the terms of this Agreement. The Sponsor is responsible for acquiring the remaining fifty percent (50%) of the Project funds from other sources.
 - B. The Sponsor is responsible for acquiring, and shall submit to the Commission, all necessary public access agreements, permits, plans, specifications, change orders, operation and maintenance plans, funding participation and construction budgets, and any other document deemed necessary by the Commission. The Commission shall have a reasonable time to examine the documents and submit comments. If the plans and specifications require modifications, or if the proposed Project cannot be constructed with the funds available, the Sponsor shall be informed in writing and the Sponsor shall have a reasonable time to provide such information as may be required by the Commission, make authorized alterations to the proposed Project that are necessary to provide the Commission with a reasonable expectation that the Project may be constructed with the funds available, or terminate the Project.

- C. If the Commission determines that the Sponsor has met all necessary requirements described in Section 4(B) of this Agreement and the conditions of the Small Water Project Program Operating Criteria, the Commission shall notify the Sponsor that construction may commence. The Commission shall not reimburse the Sponsor for construction costs incurred prior to the receipt of the notice to proceed with construction from the Commission.
- D. The Sponsor shall complete the Project and shall be responsible for operation and maintenance of the Project in accordance with accepted engineering practices. The Sponsor shall be responsible for all operation, maintenance, and repair expenses, including labor. The Sponsor shall complete the Project no later than **December 31, 2024**, and shall have settled all claims and paid all Project expenses by said date. No funds shall be paid by the Commission after said date specified, and the Sponsor shall be solely responsible for payment of any expenses incurred or claims received after said date.
- E. Funds disbursed under this Agreement may only be used as approved by the Commission to defray costs identified in the final plans and specifications or authorized by approved change orders to pay for permit procurement, Project land procurement, or design or construction engineering services essential to construction of the Project. Necessary and reasonable Project expenses or costs not directly identified above require prior written approval by the Commission.
- F. Prior to the disbursement of any funds, the Sponsor shall submit to the Commission a certified pay request, signed contractor invoices, before and after photos of the individual component, latitude and longitude coordinates, as built drawings, and any applicable finalized State Engineer's Office paperwork. Prior to the final payment, the Sponsor shall submit to the Commission an operation and maintenance plan, signed contractor invoices, and a certified payment request to the Commission, including: a Notice of Final Payment; affidavit of publication documenting final settlement as required under W.S. 16-6-116 if the Sponsor determines the Project meets the definition of a "public work" as defined in W.S. 16-6-101(ix); before, during, and after photographs of the Project; certified as-constructed Project plans or a letter from the engineer certifying the Project is functioning in the manner intended; latitude/longitude coordinates; and finalized State Engineer's Office paperwork for any wells constructed. Requests for payment shall be certified by the Sponsor or its designated representative and accompanied by material invoices. Upon approval of the payment requests by the Commission, requests will be processed and disbursements will be delivered to a representative of the Sponsor. The Sponsor shall use funds disbursed by the Commission immediately upon receipt and in strict accordance with the requests for payment submitted by the Sponsor and approved by the Commission.

Payments made by the Commission shall be coordinated with all other Sponsor funding sources, including in-kind contributions, so that the total amount provided to the Sponsor from all funding sources shall not exceed ONE-HUNDRED

PERCENT (100%) of total Project costs. Total Project costs may include the value of any in-kind contributions for the installation of Project materials purchased specifically for the Project, as documented by invoice and determined by the Commission. For the purposes of calculating total Project costs, in-kind contributions shall not exceed FIFTY PERCENT (50%) of total Project costs. The total amount provided to the Sponsor shall not exceed FIFTY PERCENT (50%) of total Project costs.

- G.** Representatives of the Commission shall have the right of ingress and egress to enter upon the premises at any time, for the purpose of inspection for the life expectancy of the Project. If the Sponsor does not own the premises upon which the Project is located, or does not own access to the Project, the Sponsor shall obtain written permission from the landowner(s) of the premises on which the Project is located, and any land needed for access to the Project, for representatives of the Commission to have access to the Project for inspection purposes, and the ability to collect necessary resource data, as defined by Wyo. Stat. § 6-3-414(e)(iv).
- H.** If through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the Commission determines that the Sponsor has, without good cause, abandoned completion of the Project, the Sponsor shall be obligated to immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the water development account from the date of expenditure.

Notwithstanding the above, the Sponsor shall not be relieved of liability to the Commission for damages sustained by the Commission by virtue of any breach of this Agreement by the Sponsor, and the Commission may withhold any payments to the Sponsor for the purposes of offset until such time as the exact amount of damages due the Commission from the Sponsor is determined. In the event of default or the Sponsor's negligent or intentional failure to complete the Project, the Commission shall have the right of offset against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the Sponsor for the full amount owed to the Commission pursuant to this Agreement.

5. General Provisions.

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

- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Audit and Access to Records.** If at any time after execution of this Agreement and before one (1) year after the date of final payment to the Sponsor, the Commission requests an audit of funds disbursed, the Sponsor agrees to submit to and cooperate with the audit conducted by duly authorized representatives of the Commission. The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement.
- D. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- E. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, and public works. The Sponsor shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- F. Entirety of Agreement.** This Agreement, consisting of seven (7) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall

be effective only after it is reduced to writing and executed by all parties to the Agreement.

- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- J. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sponsor shall be free from control or direction over the details of the performance of services under this Agreement. The Sponsor shall assume sole responsibility for any debts or liabilities that may be incurred by the Sponsor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sponsor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Sponsor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Agreement.
- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance under this Agreement.

- M. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- N. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- O. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Commission expressly reserve sovereign immunity by entering into this Agreement and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- P. 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 Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Q. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- R. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- S. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- T. Counterparts.** This Agreement 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 Agreement. Delivery by the Sponsor of an originally signed counterpart of this Agreement by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

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

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

WYOMING WATER DEVELOPMENT COMMISSION:

Ronald E. Kailey, Chairman

Date

Lee Craig, Secretary

Date

HOT SPRINGS CONSERVATION DISTRICT:

Jim Andreen, Chairman

Date

Weston Jones, Secretary

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General

Date

**TERMINATION OF SPRING GULCH WELL REHABILITATION
PROJECT AGREEMENT BETWEEN
COTTONWOOD GRASS CREEK WATERSHED IMPROVEMENT DISTRICT
AND THE WYOMING WATER DEVELOPMENT COMMISSION**

1. **Parties.** This Termination of Project Agreement (Agreement), dated May 1, 2022, is made between Cottonwood Grass Creek Watershed Improvement District (Sponsor), 832 Black Mountain Rd, Thermopolis, Wyoming 82443 and the Wyoming Water Development Commission (Commission), whose address is 6920 Yellowtail Road, Cheyenne, Wyoming 82002.

2. **Purpose of Termination.**
 - A. The Commission entered into the Spring Gulch Well Rehabilitation Project Agreement with the Cottonwood Grass Creek Watershed Improvement District for the purposes of authorizing the design and construction of a small water development project and to specify terms for the project.

 - B. Pursuant to the termination clause in the Project Agreement, the Sponsor and the Commission mutually consent to terminate the Project Agreement between the Cottonwood Grass Creek Watershed Improvement District and the Wyoming Water Development Commission.

3. **Entirety of the Agreement.** This Termination of Project Agreement, consisting of two (2) pages; the Original Agreement, consisting of seven (7) pages; represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

4. **Signatures.** The parties to this Termination of Project Agreement, through their duly authorized representatives have executed this Termination of Project Agreement 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 the Project Agreement is the date of the signature last affixed to this page.

WYOMING WATER DEVELOPMENT COMMISSION:

Ronald E. Kailey, Chairman

Date

Lee Craig, Secretary

Date

COTTONWOOD GRASS CREEK WATERSHED IMPROVEMENT DISTRICT:

Jim Butterfield, Chairman

Date

Jennifer Taylor, Secretary

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General

Date

PROJECT AGREEMENT
MSC No. _____
SPRING GULCH WELL REHABILITATION PROJECT

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION, (Commission), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the HOT SPRINGS CONSERVATION DISTRICT, Hot Springs County, Wyoming, a duly organized conservation district existing under the laws of that state (Sponsor), whose address is: 601 Broadway, Suite A, Thermopolis, WY 82443.

2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design and construction of a small water development project and specify terms for the project. The following project is hereby authorized and financed according to the terms of enacted legislation and this Agreement:
 - (a) Spring Gulch Well Rehabilitation Project [Project]; and
 - (b) Appurtenances necessary to make the Project complete and function in the manner intended.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date until all provisions and conditions set forth herein have been satisfied.

4. **Special Provisions.**
 - A. The Commission approved a grant to the Sponsor of not more than EIGHT THOUSAND ONE HUNDRED DOLLARS (\$8,100.00) or fifty percent (50%) of the actual development costs, whichever is less, which shall be disbursed to the Sponsor according to the terms of this Agreement. The Sponsor is responsible for acquiring the remaining fifty percent (50%) of the Project funds from other sources.
 - B. The Sponsor is responsible for acquiring, and shall submit to the Commission, all necessary public access agreements, permits, plans, specifications, change orders, operation and maintenance plans, funding participation and construction budgets, and any other document deemed necessary by the Commission. The Commission shall have a reasonable time to examine the documents and submit comments. If the plans and specifications require modifications, or if the proposed Project cannot be constructed with the funds available, the Sponsor shall be informed in writing and the Sponsor shall have a reasonable time to provide such information as may be required by the Commission, make authorized alterations to the proposed Project that are necessary to provide the Commission with a reasonable expectation that the Project may be constructed with the funds available, or terminate the Project.

- C. If the Commission determines that the Sponsor has met all necessary requirements described in Section 4(B) of this Agreement and the conditions of the Small Water Project Program Operating Criteria, the Commission shall notify the Sponsor that construction may commence. The Commission shall not reimburse the Sponsor for construction costs incurred prior to the receipt of the notice to proceed with construction from the Commission.
- D. The Sponsor shall complete the Project and shall be responsible for operation and maintenance of the Project in accordance with accepted engineering practices. The Sponsor shall be responsible for all operation, maintenance, and repair expenses, including labor. The Sponsor shall complete the Project no later than **December 31, 2024**, and shall have settled all claims and paid all Project expenses by said date. No funds shall be paid by the Commission after said date specified, and the Sponsor shall be solely responsible for payment of any expenses incurred or claims received after said date.
- E. Funds disbursed under this Agreement may only be used as approved by the Commission to defray costs identified in the final plans and specifications or authorized by approved change orders to pay for permit procurement, Project land procurement, or design or construction engineering services essential to construction of the Project. Necessary and reasonable Project expenses or costs not directly identified above require prior written approval by the Commission.
- F. Prior to the disbursement of any funds, the Sponsor shall submit to the Commission a certified pay request, signed contractor invoices, before and after photos of the individual component, latitude and longitude coordinates, as built drawings, and any applicable finalized State Engineer's Office paperwork. Prior to the final payment, the Sponsor shall submit to the Commission an operation and maintenance plan, signed contractor invoices, and a certified payment request to the Commission, including: a Notice of Final Payment; affidavit of publication documenting final settlement as required under W.S. 16-6-116 if the Sponsor determines the Project meets the definition of a "public work" as defined in W.S. 16-6-101(ix); before, during, and after photographs of the Project; certified as-constructed Project plans or a letter from the engineer certifying the Project is functioning in the manner intended; latitude/longitude coordinates; and finalized State Engineer's Office paperwork for any wells constructed. Requests for payment shall be certified by the Sponsor or its designated representative and accompanied by material invoices. Upon approval of the payment requests by the Commission, requests will be processed and disbursements will be delivered to a representative of the Sponsor. The Sponsor shall use funds disbursed by the Commission immediately upon receipt and in strict accordance with the requests for payment submitted by the Sponsor and approved by the Commission.

Payments made by the Commission shall be coordinated with all other Sponsor funding sources, including in-kind contributions, so that the total amount provided to the Sponsor from all funding sources shall not exceed ONE-HUNDRED

PERCENT (100%) of total Project costs. Total Project costs may include the value of any in-kind contributions for the installation of Project materials purchased specifically for the Project, as documented by invoice and determined by the Commission. For the purposes of calculating total Project costs, in-kind contributions shall not exceed FIFTY PERCENT (50%) of total Project costs. The total amount provided to the Sponsor shall not exceed FIFTY PERCENT (50%) of total Project costs.

- G.** Representatives of the Commission shall have the right of ingress and egress to enter upon the premises at any time, for the purpose of inspection for the life expectancy of the Project. If the Sponsor does not own the premises upon which the Project is located, or does not own access to the Project, the Sponsor shall obtain written permission from the landowner(s) of the premises on which the Project is located, and any land needed for access to the Project, for representatives of the Commission to have access to the Project for inspection purposes, and the ability to collect necessary resource data, as defined by Wyo. Stat. § 6-3-414(e)(iv).
- H.** If through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the Commission determines that the Sponsor has, without good cause, abandoned completion of the Project, the Sponsor shall be obligated to immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the water development account from the date of expenditure.

Notwithstanding the above, the Sponsor shall not be relieved of liability to the Commission for damages sustained by the Commission by virtue of any breach of this Agreement by the Sponsor, and the Commission may withhold any payments to the Sponsor for the purposes of offset until such time as the exact amount of damages due the Commission from the Sponsor is determined. In the event of default or the Sponsor's negligent or intentional failure to complete the Project, the Commission shall have the right of offset against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the Sponsor for the full amount owed to the Commission pursuant to this Agreement.

5. General Provisions.

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

- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Audit and Access to Records.** If at any time after execution of this Agreement and before one (1) year after the date of final payment to the Sponsor, the Commission requests an audit of funds disbursed, the Sponsor agrees to submit to and cooperate with the audit conducted by duly authorized representatives of the Commission. The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement.
- D. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- E. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, and public works. The Sponsor shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall

be effective only after it is reduced to writing and executed by all parties to the Agreement.

- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
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Ronald E. Kailey, Chairman

Date

Lee Craig, Secretary

Date

HOT SPRINGS CONSERVATION DISTRICT:

Jim Andreen, Chairman

Date

Weston Jones, Secretary

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General

Date

GROUND
WATER
EXPLORATION
GRANT
APPLICATION/
CONTRACT

2023 WATER DEVELOPMENT PROGRAM RECOMMENDATION

GROUND WATER EXPLORATION GRANTS PROGRAM

Project Name: Northern Arapaho Tribe GWG

Program: New Development

Project Type: Recharge and Groundwater Chemistry Evaluation

Sponsor: Northern Arapaho Tribe

WWDO Recommendation: Do Not Fund

Proposed Budget: \$265,500

Project Manager: George Moser, P.G.

I. PROJECT DESCRIPTION

Evaluation of Groundwater Recharge, Flow Pathways, and Water Chemistry

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

<u>Project</u>	<u>Level</u>	<u>Chapter</u>	<u>Session</u>	<u>Account</u>	<u>Appropriation</u>	<u>Reversion Year</u>
Wind River Irrigation Project	III	118	2004	II	\$ 3,500,000	2010
Northern Arapaho Groundwater	II	75	2005	I	\$ 700,000	2006
Northern Arapaho Groundwater, Budget Increase	II	99	2006	I	\$ 605,000	2008
Northern Arapaho Master Plan	I	85	2007	I	\$ 125,000	2008
Northern Arapaho Well and Transmission Project	III	121	2007	I	\$ 3,200,000	2012
Northern Arapaho Groundwater	II	33/66	2008/ 2009	II	\$ 685,000	2010
Arapaho Water Supply	II	66	2009	II	\$ 500,000	2010
Arapahoe Water Supply	III	68	2010	I	\$ 385,250	2015
Ethete Water Supply	III	68	2010	I	\$ 2,000,000	2015
Wind River Irrigation Rehabilitation 2015	III	23	2015	II	\$ 1,482,121	2020
Arapahoe Pipeline and Tank	III	23	2015	I	\$ 1,926,920	2020
Arapahoe Water Supply 2016	III	55	2016	I	\$ 2,247,850	2021
Wind River Inter-Tribal Council Rehabilitation 2019	III	55	2019	II	\$ 929,000	2024

2. Describe the location of the project: The Arapaho Ranch is 22 miles west of Thermopolis, Wyoming, along Owl Creek. It was originally established in 1881, was bought by the Northern Arapaho Tribe in 1940, and has never had a dependable source of potable water. The Study will predominantly focus on an area known as Riley Flat and the Owl Creek Mountains south of Riley Flat. (Adapted from Application)

3. Summarize the request: The project will consist of three components including:

- 1.) Assessing and evaluating the fracture density, porosity and permeability of Riley Flat;
- 2.) Sampling and analyzing the water and substrate for key chemical signatures;
- 3.) Creating a conceptual model of groundwater flow by incorporating analytical data to predict water quality and quantity at a potential well site.

4. Summarize the reasons for the request: This proposal is for a study that will determine the quality and quantity of water at a proposed well site. There is the possibility of developing a significant water source for the Arapaho Ranch and the greater Owl Creek region. Considerable geologic and structural evaluation and analysis has been done. About 1,000 square miles of the northern Owl Creek Mountains has been photo-mapped and a potential water source has been tentatively identified. There are several questions however, that will require field examination to answer. (Adapted from Application)

II. WWDC ELIGIBILITY CONSIDERATIONS

1. Is the Sponsor a public entity? Yes
2. Project Priority According to WWDO Criteria: 2. Wells & Diversion Structures
3. Will the project serve at least 15 water taps? No
 - A. Number of Taps:
4. Is the sponsor eligible for funding from other state or federal programs? Yes
 - A. If so, what are they? SRF, RUS, WaterSMART, Etc.
5. Is the Sponsor under any federal (EPA) mandates to improve its system? No
6. Is the Sponsor currently served by a regionalized water supply system (specify)? The sponsor currently has several regionalized systems. These systems do not cover areas contemplated in this Exploration Grant.
Or will the Sponsor consider regional solutions to the purpose and needs of its water supply system? Yes
7. What is monthly water bill for 5,000 gallons? Not Applicable
 - A. 20,000 Gallons? Not Applicable
8. Can the project be delayed or staged? No. Should it be? No
9. Basis for the Funding Recommendation: The sponsor is an eligible program applicant and the project falls within the criteria for program fund utilization.

III. PERTINENT INFORMATION

1. Existing Water Supply System

A. EPA Public Water System (PWS) Identification Number: Various

B. Groundwater

- (1) Number of Wells: The Arapaho Ranch has one well.
- (2) Primary Supply Aquifer(s) or Formation(s): Owl Creek Terrace Gravel
- (3) Total Average Production Yield of All Wells (GPM): 20-50 GPM

C. Surface Water

- (1) Source Name(s): The Arapaho Ranch receives water from Owl Creek, and infiltration galleries associated with Owl Creek Alluvial material.
- (2) Type of Diversion(s) (Headgate, Infiltration Gallery, Pumps, Etc.): Headgates, Infiltration Gallery
- (3) Total Average Diversion Yield (CFS or GPM): 33.1 cfs

D. Springs

- (1) Name of Spring(s): None
- (2) Total Average Production Yield of All Springs (CFS or GPM): Not Applicable

E. Water Rights

- (1) For the water source supply (or supplies) described above, does the Sponsor possess valid and/or adjudicated water rights? Yes

F. Transmission Pipeline

- (1) Maximum Capacity of the Transmission Pipeline(s) (Gallons per Day): Not Applicable
- (2) Increased Capacity Needed (If Known) (Gallons per Day): Not Applicable
- (3) Approximate Distance from Source(s) to Distribution System: Not Applicable
- (4) Transmission Pipe Diameter(s): Not Applicable
- (5) Type of Transmission Pipe Material(s): Not Applicable
- (6) Age of Transmission Pipeline(s): Not Applicable
- (7) Condition of Transmission Pipeline(s): Not Applicable

G. Water Storage

- (1) Raw (Volume and Tank Description): Not Applicable
- (2) Treated: Not Applicable

H. Treatment

- (1) Specify Water Treatment: Not Applicable

2. Existing Water Distribution System

- A. Is the water use metered? No
- B. Are billings based on meter readings? Not Applicable
- C. Identify unmetered usage (e.g., irrigation of parks, cemeteries, fire protection, etc.): All
- D. Average Day Demand Water Usage (Gallons per Capita per Day): Unknown
- E. Maximum Day Demand Water Usage (Gallons per Capita per Day): Unknown
- F. Peak Hourly Demand Water Usage (Gallons per Capita per Day): Unknown
- G. Distribution Pipe Diameter(s): Unknown
- H. Type of Distribution Pipe Material(s): Unknown
- I. Age of Distribution Pipeline(s): Unknown
- J. Condition of Distribution Pipeline(s): Unknown
- K. Estimated System Water Losses (Percentage): Unknown
- L. Describe any fire flow protection that the system provides: None
- M. What water conservation measures are employed? None
- N. Is there an independent raw water irrigation system? No

3. Demographic Information and Existing Water Service Area

- A. Population (2010 Census): Unknown B. Current Population Estimate: 4,588
- C. Does the applicant have a comprehensive planning boundary? Not Applicable
 - (1) If so, what is the estimated additional population that may be served in the future? Unknown
- D. How many taps are served within the service area? Not Applicable
- E. How many taps are served outside the service area? Not Applicable
- F. Identify names of other water system served: Not Applicable
- G. Identify any existing planning reports (municipal or county) that address growth management in the project area. Provide titles and how copies of the reports could be obtained: Unknown

4. Financial Information

A. Rates

- (1) Tap Fee(s) – Residential: Not Applicable
- (2) Average Residential Monthly Water Bill and Corresponding Gallons Used: Not Applicable
- (3) Water Rates – Potable: Not Applicable
- (4) Identify any local conditions that affect water rates: None

B. Financial Statement (of Water Utility)

(1) Revenues

a. Annual Revenues Generated from Water Sales:	\$
b. Annual Revenues from Tap Fees:	\$
c. Annual Revenues from Other Sources:	\$
<hr/>	
d. Total Annual Revenues:	\$

(2) Expenditures

a. Annual Budget for Operation and Maintenance Expenses:	\$
b. Annual Payments for Debt Retirement:	\$
c. Annual Payments to a Repair and Replacement Fund:	\$
d. Annual Payments to an Emergency Fund:	\$
e. Annual Payments for Other Purposes:	\$
<hr/>	
d. Total Annual Payments:	\$

(3) Other

a. Balance in Repair and Replacement Fund:	\$
b. Balance in Emergency Projects Fund:	\$
c. Annual Cost of Water Quality Testing:	\$

(4) Is the operation of the water system self-supporting in terms of revenues offsetting costs for operation, maintenance, debt retirement, replacement funds, emergency funds, etc.? Not Applicable

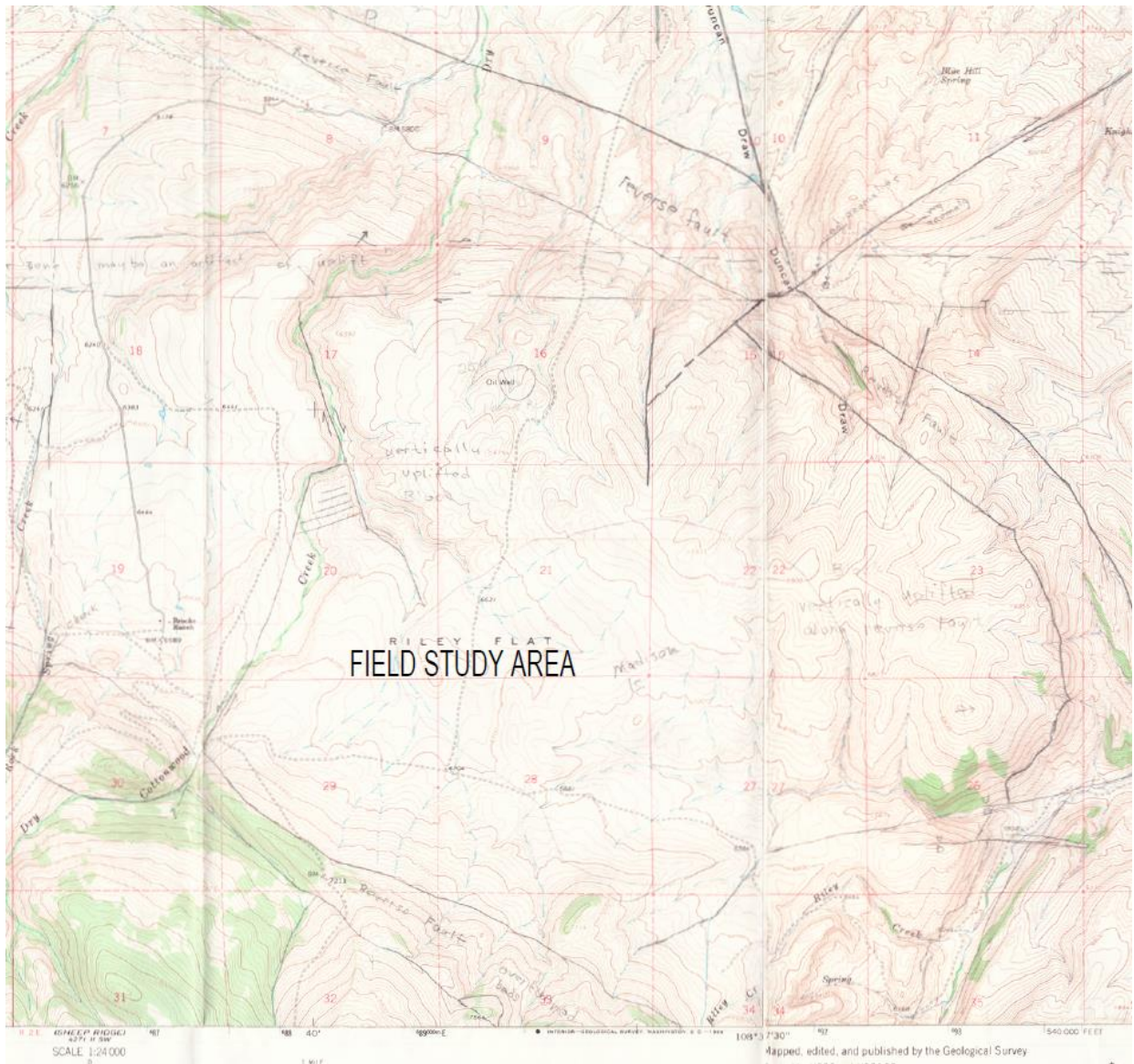
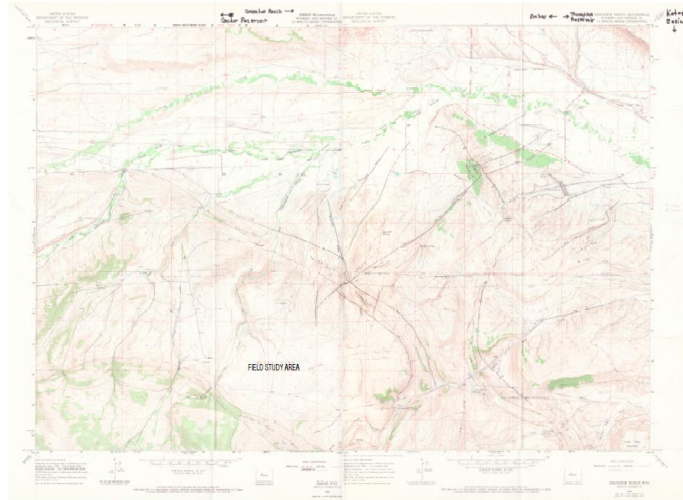
C. Ability of applicant entity to provide match funding and completion:

5. Project Cost Estimate

Preparation of Hydro-geologic Analysis and/or Well Siting Study	\$ 216,545
Permitting	\$ 0
Advertising, Contractor Procurement, Contracts	\$ 0
Well Construction ^[1]	\$ 0
Aquifer (Pump) Testing	\$ 0
Water Quality Analysis	\$ 18,300
Project Management/Subcontracts	\$ 98,528
Miscellaneous Applications/Procurements (specify)	\$ 0
Reports	<u>\$ 20,110</u>
 Total Project Cost (Rounded)	 \$ 354,000
 WWDC (75% Grant Cost Share ~ max \$400K)	 \$ 265,500
Sponsor	\$ 88,500

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

PROJECT MAPS



RESOLUTION

**RESOLUTION OF THE
NORTHERN ARAPAHO BUSINESS COUNCIL
WIND RIVER INDIAN RESERVATION
ETHETE, WYOMING**

RESOLUTION NO. NABC 2023-1640

**RESOLUTION AUTHORIZING RECHARGE AREA STUDY AND WATER VOLUME
STUDIES TO BE CONDUCTED ON RILEY FLATS ON THE ARAPAHO RANCH.**

WHEREAS, the Northern Arapaho Tribe (the "Tribe") is a federally recognized Indian tribe; and

WHEREAS, the Northern Arapaho General Council ("General Council") is the traditional governing body of the Tribe; and

WHEREAS, on April 23, 1941, the General Council delegated to the Northern Arapaho Business Council ("NABC") full authority to act on all matters of Tribal business and affairs; and

WHEREAS, the Tribe has the inherent authority to govern itself and elects the NABC as the day-to-day governing body of the Tribe; and

WHEREAS, the NABC has the authority to set the Tribe's policies, rules, and procedures; and

WHEREAS, the NABC recognizes that determination of a positive water flow for a necessary well for the Arapaho Ranch (Ranch) and Arapaho Ranch Field Station (Field Station) is prudent and necessary for all subsequent work in developing a water asset; and

WHEREAS, Riley Flats is situated on the Wind River Indian Reservation ("Reservation"), which covers more than two point two million square acres in west-central Wyoming, where the Ranch and Field Station are within the boundaries of the Reservation as legal description as Historic Reservation Trust Land; and

WHEREAS, the NABC and the Northern Arapaho Tribal Historic Preservation Office have been fully and continuously informed on all actions in finding a water well of quality and quantity to support the activities and employees of the Ranch and Field Station; and

WHEREAS, the proposed water well site has been identified by Gordon Marlatt and his initial mapping and study indicates that a proposed water well at the site, would have the capacity to produce over 1,500 gallons per minute at 108 degrees Fahrenheit which would benefit many farms and ranches and possibly Thermopolis with water that has been depleted in the area in extended drought; and

WHEREAS, the Tribe intends to develop a water well at the site, if the recharge volume is confirmed to be continuous, thereby creating a long-term water supply worth the investment of time and funds to develop.

NOW, THEREFORE, BE IT RESOLVED that the NABC authorizes the Riley Flats Recharge Area Study to prove volume, area, quality, and quantity of water be conducted to determine the scope of the project, when the well will be drilled; and

BE IT FURTHER RESOLVED that the NABC and the Field Station will continue to work with federal, state, and local agencies on this project to develop a necessary clean water supply for the greater Owl Creek drainage; and

BE IT FURTHER RESOLVED, that NABC is authorized to approve this resolution by video conference, telephone call or electronic mail due to the ongoing State of Emergency over the Coronavirus pandemic declared in Resolution No. NABC 2020-1252; and

BE IT FURTHER RESOLVED, that this Resolution supersedes all previous resolutions and other actions of NABC to the extent there is a conflict; and

BE IT FINALLY RESOLVED that the Chairman and Co-Chairman are authorized to take all actions necessary to carry out this Resolution and direct the work from local, federal, and state agencies and legal counsel.

CERTIFICATION

The undersigned, as Chairman of the Northern Arapaho Business Council, hereby certifies that the Northern Arapaho Business Council consists of six (6) members and that four (4) members were present, constituting a quorum at a regular meeting for the Northern Arapaho Business Council held on July 11, 2023, and that the foregoing resolution was adopted by a vote of FOUR (4) members FOR and ZERO (0) Members Against, and that the foregoing Resolution has not been rescinded or amended in any way.

Done at Ethete, Wyoming, this 11th day of July, 2023.



Lloyd Goggles, Chairman
Northern Arapaho Business Council

ATTEST:



Bonnie Bell, Secretary
Northern Arapaho Business
Council



State Engineer's Office

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

MARK GORDON
GOVERNOR

BRANDON GEBHART
STATE ENGINEER

August 3, 2023
Wyoming Water Development Office
Attn: George Moser
6920 Yellowtail Road
Cheyenne, WY 82002

Re: Ground Water Exploration Grant: Northern Arapaho Tribe – Arapaho Ranch

Dear Mr. Moser:

Thank you for the opportunity to review the Northern Arapaho Tribe – Arapaho Ranch Ground Water Exploratory Grant application. The State Engineer's Office/Ground Water Division (GW) received the application for this project by email July 20, 2023. GW reviewed the application compliant with Chapter 6, Section 4 of the Wyoming Water Development Commission's Rules and Regulations, and offers the following opinion regarding associated water right issues:

- There has been little historical groundwater use or development in the area under consideration for this project. However, surface water resources in this area are thinly stretched. Owl Creek goes into regulation almost every year. The Northern Arapaho Tribe and Arapaho Ranch possess the most senior (1868 Federal Reserved) water rights on Owl Creek. A long running series of court cases have contested water rights on Owl Creek between the Tribe and other users. If groundwater could supplement the surface water supply along the creek, that would seemingly be beneficial for all users.
- To prevent depletions to Owl Creek from ground water production and further conflict between the water rights holders along the Creek, I would recommend siting the production well(s) with adequate distance from the Creek, adequate understanding of the local geology, and to adequate depth to ensure that production of groundwater does not result in depletions to the Creek.
- The State Engineer's Office has not received a Form U.W. 5, Application for Permit to Appropriate Ground Water, which authorizes a new well. I recommend obtaining a "Test Well" permit which does not authorize any beneficial use but does allow exploration for a viable groundwater source. However, an approved permit is required prior to drilling a new well.

Board of Control
(307) 777-6178

Ground Water
(307) 777-6163

Interstate Streams
(307) 777-1942

Surface Water
(307) 777-6475

If you have any questions, please feel free to contact me at (307) 777-6689 or at tim.moloney@wvo.gov

Sincerely,



Tim Moloney, P.G.
Hydrogeologist
Ground Water Division

Cc: Lisa Lindemann, Administrator, Ground Water Division
Brandon Gebhart, State Engineer

Board of Control
(307) 777-6178

Ground Water
(307) 777-6163

Interstate Streams
(307) 777-1942

Surface Water
(307) 777-6475

CONTRACT
BETWEEN THE WYOMING WATER DEVELOPMENT COMMISSION AND
THE NORTHERN ARAPAHO TRIBE
GROUNDWATER EXPLORATION GRANT
CONTRACT NO. _____

1. **Parties.** The parties to this Contract are the Wyoming Water Development Commission [Commission], 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and The Northern Arapaho Tribe [Sponsor], whose address is: 533 Ethete Rd., Ethete, WY 82520.
2. **Purpose of Contract.** The purpose of this Contract is for the Commission to fund the Sponsor with Ground Water Exploration Grant program monies, as provided by Wyo. Stat. § 41-2-119, in order to acquire certain technical, professional, or contract services as required to investigate groundwater recharge and evaluate potential groundwater development opportunities in the northern Owl Creek Mountains and to delegate to the Wyoming Water Development Office [Office], through its Director or his designee, the authority to administer this contract.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of this Contract is from the Effective Date through October 30, 2025. The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term.

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

4. **Payment.**
 - A. **Reimbursement of Expenses.** The Commission agrees to pay the Sponsor an amount equal to seventy-five (75%) maximum of total original invoices provided for the services described in Attachment A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed two hundred sixty-five thousand, five hundred dollars (\$265,500).

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

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

5. Responsibilities of Sponsor.

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

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

D. Contracts

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

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

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

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

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

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

6. Responsibilities of the Commission.

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

7. Special Provisions.

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

8. General Provisions.

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

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

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

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

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

- J. Entirety of Contract.** This Contract, consisting of thirteen (13) pages, and Attachment A, consisting of seven (7) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Sponsor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Sponsor's actions.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Sponsor shall be free from control or direction over the details of the performance of services under this Contract. The Sponsor shall assume sole

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

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

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

Sponsor: Lloyd Goggles, lloyd.goggles@northernarapaho.com, 307-332-6120.

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

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

- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

- S. Insurance Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WYOMING WATER DEVELOPMENT COMMISSION:

Ronald E. Kailey, Chairman	Date
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Lee Craig, Secretary	Date
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NORTHERN ARAPAHO TRIBE:

Lloyd Goggles, Chairman, Northern Arapaho Business Council	Date
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ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General	Date
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**WYOMING WATER DEVELOPMENT COMMISSION
GROUNDWATER EXPLORATION PROGRAM**

**ATTACHMENT A
SCOPE OF SERVICES**

A. AUTHORIZATION:

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

B. PROJECT REQUIREMENTS

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

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

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

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

2. Monthly Progress Reports and Billing Statements

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

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

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

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

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

4. Cost Estimates

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

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

5. Calculation of Engineering Costs and Contingencies

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

WWDC ELIGIBLE PROJECT COSTS

CONSTRUCTION COSTS

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

PRE-CONSTRUCTION COSTS

Preparation of Final Designs & Specifications (subtotal #1 x 10%)	\$ _____
Site Access Permit Fees (BOR, USFS, etc.)	\$ _____
Title Opinion	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-construction Costs Total	\$ _____ (subtotal #4)

TOTAL WWDC ELIGIBLE PROJECT COST

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

Itemized Costs of Ineligible Project Components	\$ _____
	\$ _____
	\$ _____
	\$ _____

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

TOTAL PROJECT COST

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

Materials Only Total Project Cost (Subtotal #1)	\$ _____
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Note: Any inflation costs, as determined by the Office project manager, will be applied to the Total Project Cost during the recommendation work.

6. Stand-By Time

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

7. Well Permitting

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

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

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

8. Verification Log

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

9. Final Report

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

10. Final Report - Digital Format

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

11. Anticipated Project Funding Assistance

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

C. SCOPE OF SERVICES

Task 1. Project Meetings

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

Task 2. Data Collection and Field Study

- a. Assess and Evaluate the Secondary Permeability. The Sponsor shall conduct an evaluation of fracture density, porosity, and permeability of the Riley Flat Block in order to determine the water reservoir capacity and potential recharge rates. This effort shall include, but not be limited to, field mapping of apparent gaining and losing stream segments, inspection of vegetation indicative of rejected recharge and field verification of geologic fractures.
- b. Water Quality Sampling. The Sponsor shall collect water quality and soil samples on both the Riley Flat Block and adjacent Owl Creek Range to develop a water chemistry signature. The Sponsor shall assume a minimum of 70 chemistry samples may be necessary to develop a regional conceptual model of water quality and chemical evolution as the groundwater is transported northward into the basin.
- c. Nuclear Magnetic Resonance. If necessary, the Sponsor shall collect Nuclear Magnetic Resonance and DC Resistivity information to inform estimates of porosity, hydraulic permeability, and the quantity of water available in the aquifer. No work will be initiated, or funds spent for this subtask, without direct approval from the Office Project Manager.

Task 3. Data Compilation and Analysis

- a. Evaluate Sampling Results. The Sponsor shall interpret water and soil chemistry samples for inclusion in a site-conceptual model. Sample interpretation shall include any discussion of analytical methods, detection limits, hold times, and any quality assurance and quality control measures relevant to the analytical method.
- b. Review Existing Field Mapping and Geology. The Sponsor shall evaluate and compile previously performed photo-mapping and geologic structure mapping to inform the site conceptual model of groundwater flow, pathways, and controlling geologic structures.
- c. Mapping. The Sponsor shall present all data collection locations, and relevant chemistry sampling information, together with geologic interpretation and mapping, on

- large-scale project area maps. If surface geophysical surveys are performed (Task 2.c.), the large-scale maps shall depict the location of any geophysical lines, and describe relevant geophysical techniques. All maps shall be provided as part of the final project deliverables, and be of sufficient scale to show all sampling locations and accurately describe and depict the analytical results and/or survey locations.
- c. Site Conceptual Model. The Sponsor shall integrate field mapping information, geology, and chemistry samples to develop and refine a conceptual model of recharge, groundwater flow, permeability, and porosity to inform the viability of developing and utilizing groundwater in the study area. The Model should serve to predict the likelihood of developing water, including a recommendation for further steps to evaluate the groundwater resource, up to, and including, whether drilling test borings or developing groundwater wells is recommended.

Task 4. Draft Report

The Consultant shall submit to the Office three (3) hard copies of a draft report describing the results of all work completed in this study no later than March 15, 2025. One USB drive containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) USB drive(s) copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each USB drive shall have a hard copy table of contents attached.

Task 5. Final Report

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before June 15, 2025. These final documents and materials shall include:

- Eight (8) hard copies of the final report.
- Three (3) USB drive copies containing the final report in both Microsoft Word and Searchable Image Adobe Acrobat (pdf) formats will be provided. The digital reports will be completely assembled, contained in one Word file and one Acrobat file for each report, and will be the same version as the hard copies. The USB drives shall also contain the project digital files in their original format (Word, Cad, Excel). Each USB drive shall have a hard copy table of contents attached.
- Two (2) USB drive copies containing the final report in Searchable Image Adobe Acrobat (pdf) format will be provided. The digital reports will be completely assembled, contained in one Acrobat file for each report, and will be the same version as the hard copies. Each USB drive shall have a hard copy table of contents attached.
- One (1) project notebook containing the working files used in this project will be provided. The project notebook files shall include descriptions of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach the conclusions described in the final report.

FUTURE
MEETINGS
SCHEDULE



2023 WWDC/SWC FUTURE MEETINGS SCHEDULE
(August 2023)

<u>Date:</u>	<u>Day:</u>	<u>Program Item:</u>
<u>OCTOBER</u>		
October 2-4, 2023	Mon-Wed	Consultant Selection Interviews (Cheyenne)
October 5, 2023	Thurs	WWDC Meeting, Selection Approval

NOVEMBER

November 7, 2023	Tuesday	WWDC/SWC Workshop (Casper)
November 8-9, 2023	Wed-Thurs	WWDC/SWC Joint Meeting (Preliminary Funding Recs prior to Wyo Legislature)