

RECEIVED

DEC 09 2021

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

DEC 06 2021

IDWR / NORTH

To appropriate the public waters of the State of Idaho

WATER RESOURCES WESTERN

Name of applicant(s) City of Genesee Phone (208) 285-1621

Name connector (check one): [] and [] or [] and/or

Mailing address PO Box 38 City Genesee

State Idaho ZIP 83832 Email tim@cityofgenesee.com

2. Name of representative, if any Mountain Waterworks Phone (208) 780-3990

Mailing address PO Box 9906 City Boise

State Idaho ZIP 83707 Email estowe@mountainwtr.com

- a. [] Send all correspondence for this application to the representative and not to the applicant OR [x] Send original correspondence to the applicant and copies to the representative.
b. [] The representative may submit information for the applicant but is not authorized to sign for the applicant OR [x] The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.

3. Source of water supply Grande Ronde Aquifer which is a tributary of N/A

4. Location of point(s) of diversion:

Table with 10 columns: Twp, Rge, Sec, Govt Lot, 1/4, 1/4, 1/4, County, Source, Local name or tag #. Rows include 37N 05W 14 NE NW LATAH GROUNDWATER WELL NO. 8, 37N 05W 14 SW NE LATAH GROUNDWATER SITE 1, 37N 05W 11 SW SE LATAH GROUNDWATER SITE 2.

5. Water will be used for the following purposes:

- Amount 1.82 cfs for Municipal purposes from 1/1 to 12/31 (both dates inclusive)
Amount for purposes from to (both dates inclusive)
Amount for purposes from to (both dates inclusive)
Amount for purposes from to (both dates inclusive)

6. Total quantity to be appropriated is (a) 1.82 cubic feet per second (cfs) and/or (b) N/A acre-feet per year (af).

7. Proposed diverting works:

- a. Describe type and size of devices used to divert water from the source. See Tech Memo
b. Height of storage dam N/A feet; active reservoir capacity N/A acre-feet; total reservoir capacity N/A acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? [] Yes [x] No
c. Proposed well diameter is 12 inches; proposed depth of well is 850 feet.
d. Is ground water with a temperature of greater than 85°F being sought? [] Yes [x] No
e. If well is already drilled, when? N/A; drilling firm N/A; well was drilled for (well owner) N/A; Drilling Permit No. N/A

For Department Use

Received by LE Date 12/6/2021 Time 11:15Am Preliminary check by

Fee \$ 290.00 Received by LE Receipt No. W049975 Date 12/6/2021

8. Description of proposed uses (if irrigation only, go to item 9):
- a. Hydropower; show total feet of head and proposed capacity in kW. N/A
 - b. Stockwatering; list number and kind of livestock. N/A
 - c. Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
 - d. Domestic; show number of households N/A
 - e. Other; describe fully. N/A

9. Description of place of use:
- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
 - b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
37N	5W	11								M	M			M			M	M	
37N	5W	13			M	M			M	M	M	M		M	M	M	M	M	
37N	5W	14	M	M	M	M	M	M	M	M	M	M		M	M				
37N	5W	15	M			M													
37N	5W	24	M																

Total number of acres to be irrigated: 0

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? _____
 See Tech Memo


11. a. Who owns the property at the point of diversion? Jason and Jody Meyer
 b. Who owns the land to be irrigated or place of use? N/A
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: City has entered a Lease and Option to Purchase Real Property Agreement, See Attachment 2.

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. See Tech Memo

13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.



 Signature of Applicant
 Edmond Stowe, P.E., Project Manager

 Print Name (and title, if applicable)

 Signature of Applicant

 Print Name (and title, if applicable)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

MUNICIPAL WATER RIGHT APPLICATION CHECKLIST

This checklist must be completed and submitted with an application to appropriate water for municipal purposes. There are two types of permits for municipal water use. The first type of municipal permit provides water for reasonably anticipated future needs (RAFN) over a defined planning horizon.¹ The second type of municipal permit, called **non-RAFN**, provides water solely for use to meet needs that will arise in the near-term (five years).² Each type of municipal water use has a distinct set of review requirements.

Applicant Name: City of Genesee

1. Type of Municipal Provider. Applicant must qualify as a Municipal Provider to obtain a water right for municipal purposes. See [Idaho Code § 42-202B \(5\)](#). Check one:

- Type 1 - Municipality
- Type 2 - Franchise or political subdivision supplying water for municipal purposes
- Type 3 - Corporation or association regulated as a "public water supply" system by IDEQ

- Attach documentation of qualification as a Municipal Provider. See [Idaho Code § 42-202\(2\)](#).
 - Check here if you are a Type 3 provider proposing to develop a new municipal system but have not yet received recognition as a Public Water Supply by Idaho DEQ.

2a. List existing water rights (permits, licenses, decrees, and beneficial use claims) available to the applicant for municipal needs. These rights may or may not have a purpose of use expressly defined as "municipal." Include a separate attachment as needed.

Right Number	Nature of Use	Diversion Rate (cfs)	Annual Volume (acre-feet)	Service Area
87-10413	Municipal	0.15	-	See Attachment 1
87-7150	Municipal	0.78	-	See Attachment 1
87-7151	Municipal	1.04	-	See Attachment 1
Total		1.82 *	- *	

* Be sure to account for any combined volume and/or diversion rate limits in the approval conditions of each right listed.

2b. List any overlapping water providers within your service area, such as irrigation districts, canal companies, or municipal providers:

N/A

3a. Currently or within five years will your municipal water system demand exceed the total diversion rate or annual volume authorized by the water rights listed in item #2a?

- Yes, see item #4
- No, see item #3b

3b. Are you planning to replace an existing point of diversion, but will not develop a new water source nor exceed the total authorized diversion rate and volume of your current water rights?

- Yes. Please file an Application for Transfer of Water Right *instead* of an Application for Permit.
- No, I am filing this Application for Permit for reasonably anticipated future needs (RAFN) pursuant to [Idaho Code § 42-202B\(8\)](#). See item #4.

¹ For a thorough discussion of RAFN water rights, see IDWR's *Recommendations for the Processing of Reasonably Anticipated Future Needs (RAFN) Municipal Water Rights at the Time of Application, Licensing, and Transfer* (Application Processing Memorandum No. 74).

² For a thorough discussion of non-RAFN water rights, see IDWR's Application Processing Memorandum No. 18.

4. Please specify the term for which you are making an application for permit. See [Idaho Code § 42-202B\(7\)](#). Check one:
- Non-RAFN: (planned water system improvements and beneficial use of the entire quantity of water will occur within 5 years). Go to item #5.
 - RAFN (water system improvements will occur within 5 years, but full water usage may take longer).³ Specify planning horizon: ____ years. Ending year of planning horizon: 20____. Skip to item #6.
5. Non-RAFN application. Per [Water Appropriation Rule 40.05.d.i](#), attach a water requirement narrative to your application. It should include the following information:
- Attach a map of the municipal water service area defined by [Idaho Code §42-202B\(9\)](#). If applicable, map should delineate neighboring service areas associated with other municipal water providers.
 - Current water demand within the municipal service area expressed in average day demand, maximum day demand, and peak hour demand.
 - The required diversion rate during the peak and the average use period at the end of your project (5 years maximum). Typically, these values would be average day demand, maximum day demand, peak hour demand, and supporting information. State the capacity of any reservoirs which will be used to meet peak demand. Do not include demand solely for fire protection. If your fire protection demand exceeds your other municipal needs, you may request an appropriation for fire protection as a separate beneficial use.
 - Proposed future annual diversion volume needed by the end of your project (required only for providers not serving an incorporated municipality). Include a copy of your approved preliminary plat and the calculation method used to reach the requested volume.
 - Current and proposed capacity of entire diversion system (pumps).
 - If you are a Type 3 municipal provider, do you have a plan for assigning ownership of the water right permit to a subdivision HOA or other local entity? If so, attach a relevant excerpt from your CC&Rs or a description of the ownership change agreement between the HOA and the developer.
6. RAFN application.
- Attach a map of the current municipal water service area and the service area as it will be at the end of the planning horizon. Provide justification for inclusion of areas currently served by another municipal provider or by large industrial, commercial, or domestic water systems. Areas overlapped by conflicting comprehensive land use plans may not be included. See [Idaho Code § 42-202\(2\)](#) and [§ 42-202B\(9\)](#).
 - Attach justification for the proposed planning horizon. The planning horizon should be consistent with water infrastructure planning standards and current land use planning documents for the service area. See [Idaho Code § 42-202\(2\)](#) and [§ 42-202B\(7\)](#).
 - Attach a population projection within the service area over the planning horizon. The population projection should be based on planning and demographic studies, standard statistical methods, and evaluation of geography and other limiting factors. See [Idaho Code § 42-202\(2\)](#) and [§ 42-202B\(8\)](#).
 - Attach an evaluation of the water demand within the service area at the end of the planning horizon. Evaluate unaccounted for water (UAW) separate from municipal use. Do not include demand solely for fire protection. See [Idaho Code § 42-202\(2\)](#) and [§ 42-202B\(8\)](#). If your fire protection demand exceeds your other municipal needs, you may request an appropriation for fire protection as a separate beneficial use.
 - Attach a gap analysis: [Municipal Demand in Ending Year] x [UAW Factor] – [Sum of Existing WR Diversion Rates] = RAFN Application Diversion Rate.

³ Per [Idaho Code § 42-204\(4\)](#), the time for completion of works and application of the water to full beneficial use under any permit involving the diversion of two (2) or more cubic feet per second [...] may be extended by the director of the department of water resources upon application by the permittee for an additional period up to ten (10) years beyond the initial development deadline contained in the permit [...], provided the permittee establishes that the permittee has exercised reasonable diligence and that good cause exists for the requested extension.



WATER RIGHT TECHNICAL MEMORANDUM

DATE: 12/06/2021
TO: Idaho Department of Water Resources
FROM: Mountain Waterworks, Inc.
JOB NO.: 198.0100
SUBJECT: Water Right Application for Permit

ITEM 7A

Describe type and size of devices used to divert water from the source.

Response: An 8-inch 450 gpm submersible pump will be used to divert water from the well. Water will be pumped into a well house and a 6-inch electromagnetic flow meter will be used to measure diversion rate and volume. The well house will also include all required appurtenances.

ITEM 10

Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping?

Response: Water Rights No. 87-7150, 87-7151, and 87-10413 are used for municipal use by the City of Genesee. All three water rights divert water from the Wanapum Aquifer. The total allowed diversion rate is 1.82 cubic feet per second (cfs).

ITEM 12 – PROPOSAL NARRATIVE

Describe your proposal in narrative form and provide additional explanation for any of the items above. Attach additional pages if necessary.

Response: A new groundwater right is proposed for the City of Genesee (City). There are three existing water rights that are used to supply municipal drinking water: Water Rights Nos. 87-7150, 87-7151, and 87-10413. Due to elevated nitrate concentrations in an existing point of diversion (POD), Genesee only has one source of supply suitable to be used as a public drinking water source. They have received funding to drill a new groundwater well to serve as a redundant source. During 2021 a new well was drilled into the Wanapum Aquifer, but only approximately 30 gpm of water was encountered which did not justify completing a production well in this aquifer.

A new well will be drilled to a depth of approximately 850 feet below ground surface (ft bgs), targeting water bearing zones identified during a test boring into the Grande Ronde Aquifer. The existing water rights do not permit water to be diverted from the Grande Ronde Aquifer; therefore, a new water right is required for the deeper well.

The new well will be included as one of three PODs on the proposed water right. The City requires three total sources of supply to meet the redundancy requirements of IDAPA 58.01.08. Following completion of a production well at the Well No. 8 site, one additional production well is planned for the Grande Ronde aquifer at one of the two remaining PODs to meet the redundancy requirement. The site utilized for the third well will be selected during the preliminary design phase. It is anticipated it would be of similar design and construction to the proposed Well No. 8. See **Table 1** for the PODs to be included in the proposed water right.

Table 1: Summary of Points of Diversion on Proposed Water Right

TWP	RGE	SEC	NE				NW				SW				SE			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
37N	5W	11															X	
37N	5W	14			X		X											

The proposed diversion rate matches the allowed diversion rate of the existing water rights. The total combined diversion rate under the proposed water right and the existing water rights will remain 1.82 cfs. Therefore, no additional water is being requested, and the Grande Ronde Aquifer is being proposed as an additional source. See **Table 2** for a summary of existing and proposed water rights.

Table 2: Summary of Existing and Proposed Water Right

Status	Water Right No.	Source Aquifer	Beneficial Use	Diversion Rate (cfs)
Existing	87-7150	Wanapum	Municipal	0.78
Existing	87-7151	Wanapum	Municipal	1.04 ¹
Existing	87-10413	Wanapum	Municipal	0.15 ¹
Total Existing		-	-	1.82
Proposed	-	Grande Ronde	Municipal	1.82
Total Proposed		-	-	1.82²

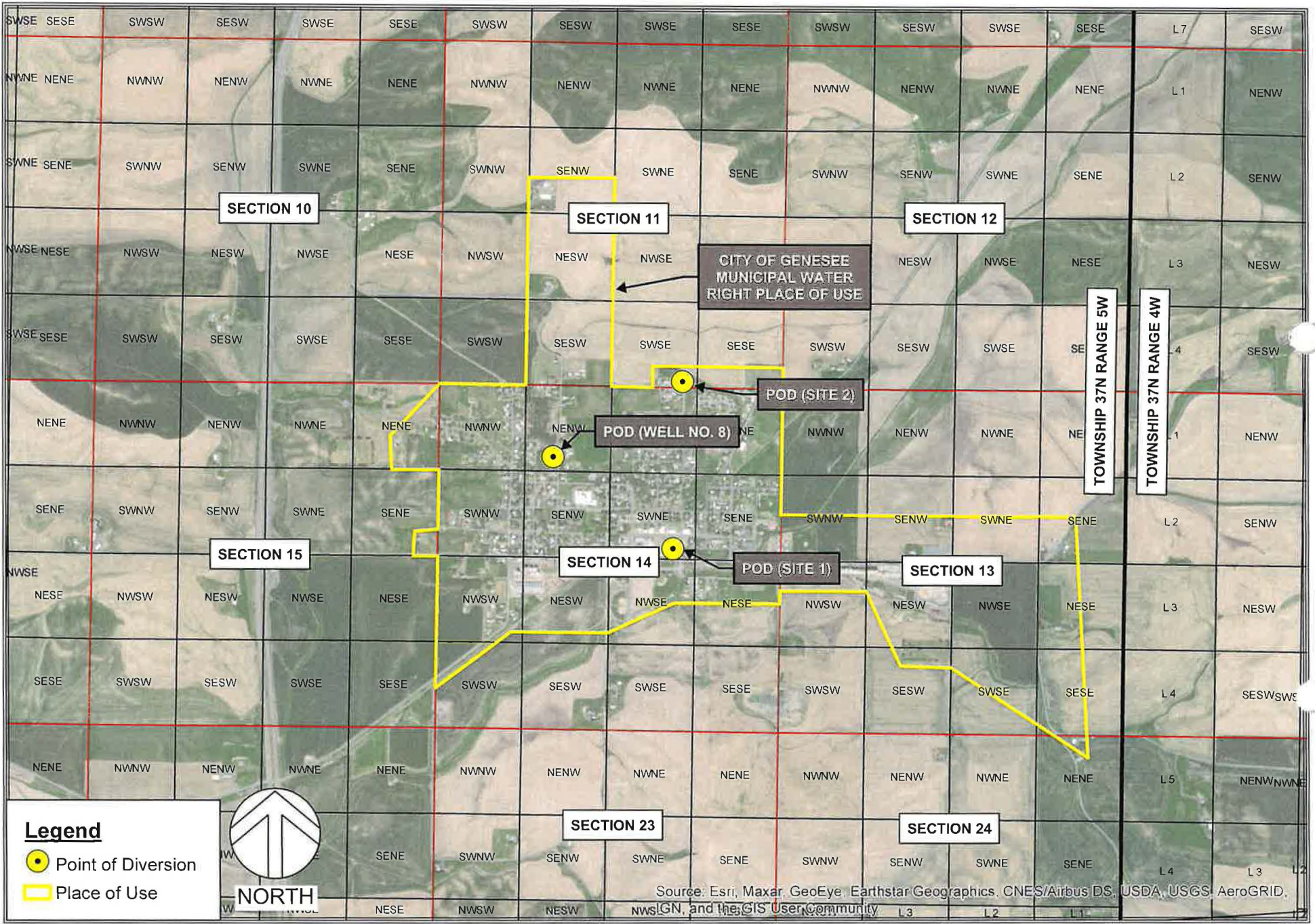
Notes:

1. Total combined diversion rate allowed under Water Right Nos. 87-7151 and 87-10413 is limited to 1.04 cfs.
2. Proposed total combined diversion rate under the three existing Wanapum water rights and proposed Grande Ronde water right is 1.82 cfs.

Additionally, the proposed water right will utilize the same place of use (POU) as the existing water rights. See **Attachment 1** for a map of the proposed POU.

Attachment 1

Water Right Map



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Attachment 2

Lease Agreement

LICENSE AND OPTION TO PURCHASE REAL PROPERTY

WHEREAS, the City of Genesee ("City") desires to expand its municipal water supply and to drill various well sites in order to identify one or more future municipal well sites for purchase.

WHEREAS, the City of Genesee has identified several potential well sights, one of which is located on Landowner's real property, at the point identified in the map attached hereto as exhibit A, an approximate area of 120 x 120 feet, from the Southern and Eastern fence lines and may also include some property currently encumbered by private easement or public right of way, but not to exceed 20,000 square feet ("Well Site Property").

WHEREAS, the City of Genesee has also identified appropriate access to the Well Site, which is also identified in the map attached hereto as Exhibit A, which is the public right of way on Beech Street, in Genesee, Idaho, immediately adjacent to the Well Site Property.

WHEREAS Jason R. Meyer and Jody L. Meyer, Husband and Wife, ("Landowner"), for separate consideration acknowledged and received, desires to give the City of Genesee a LICENSE to enter onto Landowner's real property for the purpose of conducting and drilling a well test, including all reasonable and necessary uses and actions associated with conducting inspections and tests on the Well Site for a potential municipal well.

WHEREAS, Landowner, for separate consideration acknowledged and received, also desires to give City an OPTION to purchase the Well Site, in the event that City, in its sole and absolute discretion, determines that City desires to purchase the Well Site for drilling a well, and elects to exercise the OPTION.

THEREFORE:

A. REAL PROPERTY DESCRIPTION

Real Property Subject to License and Option ("Well Site Property"). A portion of the following described parcel of real property, geographically and identified in the Appraisal Aerial Map, attached hereto as Exhibit A and incorporated by reference and further, located within City of Genesee, Idaho, County of Latah, to be more particularly described upon completion of a survey.

B. LICENSE.

Landowner hereby grants to the City of Genesee, its agents, employees, assignees and contractors, a LICENSE to enter onto Landowner's real property, be access through the adjoining county road on the South East corner of the property and further identified in the aerial map, drill well tests, conduct all reasonable and necessary inspections and tests associated with well drilling, make any necessary roadways and improvements, including all

access roadways, wells, water mains, water lines, pumps, and pump-houses, drainage pipes, power and communications facilities, fencing, landscaping, and any and all other improvements, and to perform any reasonable maintenance including snow removal, landscaping, fencing and related activities. The City may install a small radio or repeater antenna at this site, but will not install communications equipment in excess of 30 feet in height.

1. TERM. This license shall be effective from the date executed and continue thereafter for six (6) months.
2. CONSIDERATION. The City shall pay to Landowner \$4000.00 within 30 days of the execution of this Agreement by all parties, as separate consideration for this License.
3. In the event that the City does not exercise the Option herein, the ground will be returned to its former condition, to the extent practicable.

C. OPTION TO PURCHASE REAL PROPERTY

1. WELL SITE PROPERTY PURCHASE. Landowner grants, and The City of Genesee, in its sole and absolute discretion, may exercise an OPTION to purchase a parcel of up to 20,000 square feet Landowner's real property immediately adjacent to the public right of way on Beach Street, as reflected in Exhibit A, for the purposes of placement of a municipal well, well house, and other reasonable and necessary uses associated with the placement of a well, and if necessary in the sole and absolute discretion of the City of Genesee, an easement for access to such parcel. ("Well Site Property). The purchase price shall be set at fifty thousand dollars (\$50,000.00).
2. TERM. This Option shall be effective from the date executed and continue thereafter for six (6) months.
3. CONSIDERATION. City shall pay to Landowner \$1000.00 within 30 days of the execution of this Agreement by all parties, as separate consideration for this Option to purchase the Well Site Property.
4. City shall give notice to Landowner of its exercise of the Option in writing anytime within the term of the Option. Upon notice being given, closing shall take place within ninety (90) days of such written notice.
5. If City exercises this Option, then the following terms of purchase and sale shall apply.
 - a. Payment at Closing. At Closing, City shall pay to Landowner the balance of the purchase price, in cash or immediately available funds. Funds paid as consideration for the License and Option shall also be applied to the purchase payment at closing.
 - b. Survey. A survey of the Well Site Property shall be made by a licensed survey acceptable to both parties, for the purpose of determining the accurate

square footage, acreage and boundaries of the Well Site Property, free of any boundary dispute or encroachment. The determination by the surveyor of the boundaries and acreage will be conclusive on the parties. The cost of the survey shall be paid by City.

- c. Closing. The closing of this transaction shall be held at Moscow Title, in Moscow, Idaho. Moscow Title will also be the Escrow Agent in this matter. City will pay all closing fees.
 - d. Real property taxes will be prorated as of the date of closing.
 - e. Title Commitment and Condition of Title. Within thirty (30) days after execution of this Agreement, the Parties shall cause the Title Company to deliver to City a preliminary title commitment covering the Well Site Property, including legible copies of all instruments described in the report (the "Title Commitment"). City shall review the Title Commitment and notify Landowner within thirty (30) days after receipt of the Title Commitment (the "Title Review Period") which title matters are approved by City. Only non-delinquent general taxes, non-delinquent general assessments, and those title matters that City expressly approves in writing shall be permitted exceptions (the "Permitted Exceptions"). In no event shall any monetary encumbrance or lien be a Permitted Exception; Any exception in the Title Commitment not expressly approved by City in writing during the Title Review Period shall be deemed disapproved. Landowner shall have thirty (30) days after receiving City's title disapproval notice or deemed disapproval to notify City if Landowner will cure or remove any matters disapproved or deemed disapproved by City. Failure of Landowner to timely respond shall be deemed an election not to cure. If Landowner elects or is deemed to have elected not to cure any objection of City, City may elect to terminate this Agreement at any time prior to Closing, in which case Landowner shall pay all fees due to the Title Company, and the Parties shall have no further rights or obligations under this Agreement, except those rights under the Lease or that otherwise survive termination. If Landowner agrees to cure any disapproved matter and fails to do so, then, in addition to City's termination rights above, Landowner shall reimburse City for all costs incurred by City pursuant to this Agreement. Landowner shall not allow any encumbrance or exception on the Well Site Property after City's delivery of its title notice, without City's express consent.
- (b) Title Insurance. At Closing, Landowner shall cause the Title Company to issue an extended coverage ALTA Title Insurance Policy on the Well Site Property ("Title Policy") which shall: (1) be in the amount of the Purchase Price; (2) insure fee simple, good, and indefeasible title to the Well Site Property and right of access thereto in City; (3) include coverage against unrecorded liens; (4) contain no exceptions other than the Permitted Exceptions; and (5) include

any reasonable title endorsements requested by City. Landowner shall pay for all costs of an Owners Title Policy and City shall be responsible to pay for any additional endorsements or additions requested by City. Landowner shall provide the Title Company with any affidavit, declaration, indemnification, release, or related document required by the Title Company to issue the Title Policy to City at Closing.

D. ADDITIONAL TERMS TO BOTH LICENSE AND OPTION

CONTRACTING AUTHORITY: Each Party warrants that the person or persons executing this Agreement on behalf of such Party has the full right, power, and authority to enter into and execute this Agreement on such Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

RECORDATION: This Agreement shall be recorded in the office of the Latah, Idaho County Recorder, as an encumbrance on the Well Site Property.

INDEMNIFICATION: To the extent permitted by Idaho law and without waiving any of the defenses, immunities or other protections available thereunder, the parties shall each defend, indemnify and hold the other harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") arising out of or in connection with any acts or omissions of that party, its officers, agents or employees, that arise or are in any way connected with the actions provided under this Agreement. This indemnification provision shall survive the expiration or termination of this Agreement.

TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Landowner.

NOTICES: All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered [or emailed to an operable email address]; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Agreement.

Landowner: Jason and Jody Meyer
 1080 North Beech Road
 Genesee, Idaho 83832

City: Mayor Steve Odenborg
City of Genesee
140 E Walnut Street
Genesee, Idaho 83832

With a copy that shall not constitute notice to:

City Attorney
Douglass Law, PLLC
P O Box 321
Lewiston, Idaho 83501

DISPUTE RESOLUTION: In the event that a dispute related to this Agreement arises, the dispute shall be articulated in writing by either Party. The Parties shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

CHOICE OF LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho [and applicable federal law], with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, Latah County, State of Idaho or if federal jurisdiction lies, in the United States District Court of Idaho, Central Division.

SEVERABILITY: Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

SURVIVAL: All covenants, conditions, indemnifications, and other elements in this Agreement that might involve performance subsequent to any termination or expiration of this Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Agreement shall survive.

AMENDMENTS: This Agreement may be modified or amended only by a writing duly executed by both Parties.

SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, assigns, and personal representatives. This Agreement

shall be binding on the Owners of the Well Site Property, each subsequent owner of the Well Site Property, and all other persons acquiring an interest in the Well Site Property. Any successor owner or owners of the Well Site Property shall be both benefited and bound by the conditions and restrictions herein expressed.

THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Agreement to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

PUBLIC RECORDS: The Parties understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, et seq., the Idaho Open Meetings Law, I.C. §§ 74-201, et seq., and other applicable federal and state laws, and might be public records.

COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

MERGER AND INTEGRATION: This writing, including all documents incorporated herein, embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last day and year written below ("Effective Date").

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DATED this 16th day of February 2021.

City of Genesee

By: Steve Odenborg

Mayor Steve Odenborg

ATTEST:

Karyn Wright

City Clerk Karyn Wright



Attachment 3

Engineering Agreement

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



Signature Page

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.


Engineer

02-05-21
Date

Tim Farrell, P.E., Principal, Mountain Waterworks, Inc.
Name and Title


Owner

2/7/21
Date


Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name and Title



IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763
Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

December 28, 2021

CITY OF GENESEE
PO BOX 38
GENESEE, ID 83832-0038

RE: Application for Permit No. 87-12336

Dear Applicant(s):

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the MOSCOW PULLMAN DAILY NEWS on 1/6/2022 and 1/13/2022. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

Tammy Alleman
Administrative Assistant

CC:
MOUNTAIN WATERWORKS INC
PO BOX 9906
BOISE, ID 83707-5906

Alleman, Tammy

From: Alleman, Tammy
Sent: Tuesday, December 28, 2021 10:21 AM
To: Sujata Connell; commisioners
Cc: Jennifer Piper; Michelle Fuson
Subject: Request for Comments for WR#87-2336 Municipal (1.82 cfs) from Grande Ronde Aquifer
Attachments: 87-12336 Application for Permit.pdf

Dear Interested Agencies:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced Water Right Permit application. You can find copies of the application at: <http://www.idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>.

This office can publish notice of the application as soon as the initial review is completed; therefore, your prompt response to this request is appreciated. If your agency desires to formally protest the approval of the application(s), you may do so after the notice is published by filing a written protest along with a \$25.00 filing fee within 10 days after final publication. **The deadline for comments on the applications is January 24, 2021.**

Please contact the Northern Region Office at (208) 762-2800 if you have any questions regarding the Permit application.

Thank you,

Tammy



Tammy Alleman | Administrative Assistant
Idaho Department of Water Resources
Northern Regional Office
7600 N Mineral Drive, Suite 100
Coeur d'Alene, ID 83815-7763
Phone: (208) 762-2800

Alleman, Tammy

From: Alleman, Tammy
Sent: Tuesday, December 28, 2021 10:23 AM
To: legals
Subject: Legal Notice
Attachments: 87-12336 Legal Notice.docx

Please publish the enclosed legal notice in the **Moscow Pullman Daily News** on the dates indicated **January 6th & January 13th, 2022** (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

Please send a proof once you have the article ready for print for our review.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before **January 24, 2022**. Your cooperation is appreciated.

Thank you,

Tammy



Tammy Alleman | Administrative Assistant
Idaho Department of Water Resources
Northern Regional Office
7600 N Mineral Drive, Suite 100
Coeur d'Alene, ID 83815-7763
Phone: (208) 762-2800

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

87-12336

CITY OF GENESEE
PO BOX 38
GENESEE, ID 83832-0038
Point of Diversion NENW
S14 T37N R05W
LATAH County
Source GROUND WATER
Point of Diversion SWNE
S14 T37N R05W
LATAH County
Source GROUND WATER
Point of Diversion SWSE
S11 T37N R05W
LATAH County
Source GROUND WATER
Use: MUNICIPAL
01/01 to 12/31
Total Diversion: 1.82 CFS
Date Filed: 12-06-2021
Place Of Use: MUNICIPAL
T37N R05W S11
SENE, NESW, SESW, SWSE, SESE
Place Of Use: MUNICIPAL
T37N R05W S13
SWNE, SENE, SWNW, SENW, NESW, NWSW, SESW, NESE, NWSE, SWSE, SESE
Place Of Use: MUNICIPAL
T37N R05W S14
NENE, NWNE, SWNE, SENE, NENW, NWNW, SWNW, SENW, NESW, NWSW, SWSW, NESE, NWSE
Place Of Use: MUNICIPAL
T37N R05W S15
NENE, SENE
Place Of Use: MUNICIPAL
T37N R05W S24 NENE

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Northern office at (208)762-2800; or for a full description of the right(s), please see <https://idwr.idaho.gov/apps/ExtSearch/WRAApplicationResults/>. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Northern Region, 7600 N MINERAL DR STE 100, COEUR D ALENE ID 83815-7763 together with a protest fee of \$25.00 for each application on or before 1/24/2022. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director Published on 1/6/2022 and 1/13/2022

Frederick, Adam

From: Ryan Rehder <RRehder@mountainwtr.com>
Sent: Thursday, December 16, 2021 1:24 PM
To: Frederick, Adam
Cc: Ed Stowe
Subject: Genesee WR application
Attachments: Water rights.pdf

Adam,

Per our previous phone conversation, attached is a letter from the City of Genesee authorizing Mountain Waterworks to execute their water right permit application.

Thanks,
Ryan

Ryan Rehder, P.E. | Mountain Waterworks, Inc.

Manager – Lewiston Region
Boise – Lewiston – McCall
P 208.780.3995
C 208.553.5507
E rrehder@mountainwtr.com

“People take different roads seeking fulfillment and happiness. Just because they’re not on your road doesn’t mean they’ve gotten lost.” - Dalai Lama XIV

City of Genesee



RECEIVED
DEC 16 2021
IDWR / NORTH

Genesee City Hall
PO Box 38
Genesee, Idaho 83832
PH: 208-285-1621
FAX: 208-285-1382
www.cityofgenesee.com

December 10, 2021

Adam Frederick - Water Rights Supervisor
Idaho Department of Water Resources
7600 N Mineral Drive, Suite 100
Coeur D'Alene, ID 83815

Dear Mr. Frederick,

Having received an affirmative vote of the elected officers of the municipal corporation, the City of Genesee authorizes Edmond Stowe, P.E. of Mountain Waterworks, Inc. to sign an application for water right permit for 1.82 cfs from the Grande Ronde aquifer on the City's behalf.

Sincerely,



John Hermann, Mayor
City of Genesee