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Department of Water Resources
Eastern Region

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Attorneys for Applicant City of Pocatello

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF APPLICATION
FOR TRANSFER NO. 76779 IN THE
NAME OF THE CITY OF POCATELLO

**APPLICANT CITY OF POCATELLO'S
SECOND SUPPLEMENTAL RESPONSE
TO PROTESTANT PORTNEUF
WATERSHED USERS ASSOCIATION,
INC.'S FIRST SET OF DISCOVERY
REQUESTS**

Applicant City of Pocatello ("Pocatello" or the "City") hereby submits the following supplemental responses to protestant Portneuf Watershed Users Association, Inc.'s February 22, 2011 discovery requests.

PRELIMINARY STATEMENT

Pocatello has used its best efforts in conducting a thorough investigation of its records to respond to Portneuf Watershed Users Association, Inc.'s ("PWUA") discovery requests. Pocatello is conducting an ongoing factual investigation into the issues of the pending action, however, and may discover additional matters. Pocatello reserves the right to amend, modify or supplement its responses should it become aware of additional responsive information or

documents through its continuing investigation consistent with the Idaho Rules of Civil Procedure ("IRCP") and procedural rules of the Idaho Department of Water Resources.

Pocatello assumes PWUA does not seek confidential information protected by a privilege. To the extent that PWUA is requesting privileged information, including but not limited to privileged attorney-client communications and documents protected from discovery under the work product doctrine, Pocatello objects. These responses do not include any such confidential material. Pocatello does not waive any objections it may have to the production and/or admissibility of any matter following.

Pocatello's responses to the PWUA's interrogatories and requests for production identify the responsive and non-privileged information and documents that Pocatello has been able to compile as of the date hereof. Pocatello hereby reserves the right to amend, modify, or further supplement its responses should it become aware of additional responsive information or documents through its continuing investigations.

Pocatello reserves all objections to the admissibility at trial of any document provided herein including, without limitation, all objections on the grounds that such document is not relevant. Production of any information herein does not constitute an admission by Pocatello that such information is relevant to any claim, defense, or other issue in this litigation, or that it is reasonably calculated to lead to the discovery of admissible evidence. All documents provided in response to PWUA's requests for production are being produced for use in this litigation only and for no other purpose.

GENERAL OBJECTIONS

Pocatello objects to the interrogatories and discovery requests, including the "Definitions" and "Instructions" contained therein to the extent that they purport to enlarge or modify the scope of permissible discovery, or to impose discovery burdens on Pocatello in

addition to or different from those allowed by the IDWR Rules of Procedure, IDWR's Order Authorizing Discovery or the IRCP. Pocatello will respond to the interrogatories and discovery requests as required by the IDWR Rules of Procedure, IDWR's Order Authorizing Discovery or the IRCP.

Pocatello objects to the interrogatories and discovery requests to the extent that they purport to call for the identification of documents and disclosure of information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. Any disclosure of privileged material is inadvertent and shall not be deemed a waiver of the applicable privilege or privileges, or of any ground for objection to discovery with respect to such information or document, the subject matter of the information or document, or of Pocatello's right to object to the use of any such information or document during any subsequent proceeding in this action or elsewhere.

Pocatello objects to the interrogatories and discovery requests to the extent they include legal conclusions. All questions of law are respectfully referred to the Department and the courts.

Pocatello objects to the interrogatories and discovery requests to the extent they do not specify a time period for which a response is sought.

Pocatello objects to PWUA's discovery requests to the extent that they seek information with respect to the undefined term "the City's Water Rights." For purposes of Pocatello's Responses herein, Pocatello deems the City's water rights to be those water rights listed in Table 8 to the November 2010 Report in Support of The City of Pocatello's Application for Transfer of Water Rights prepared by Spronk Water Engineers, Inc., and appended to the Application.

SUPPLEMENTAL RESPONSES TO PWUA INTERROGATORIES

INTERROGATORY NO. 2: If you contend that the Transfer will not cause flooding of private property, please describe the basis for this contention.

RESPONSE TO INTERROGATORY NO. 2: Pocatello contends that the Transfer will not cause flooding of private property. The Transfer does not propose operations of the Reservoir that would result in releases to the Portneuf River under the Transfer Water Rights and PMVCC Water Rights exceeding quantities that historically have been released under the Original PMVCC Water Rights.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2: To the extent any private property is subject to seasonal flooding, Pocatello is not responsible for such natural seasonal fluctuations.

INTERROGATORY NO. 3: If you contend that the Transfer will not result in an enlargement of the water rights described in the proposed Transfer, please describe the basis for this contention.

RESPONSE TO INTERROGATORY NO. 3: Pocatello contends that the Transfer will not result in an enlargement of the water rights described in the proposed Transfer. The Original Water Rights authorize one fill of the Reservoir each year during the non-irrigation season and the use of the full quantity of water so stored, up to the Reservoir capacity, each year. Pocatello's agreement with PMVCC allows it to purchase and transfer the first 3,100 acre-feet of yield to storage available out of 16,410 acre-feet of storage authorized under Water Right Nos. 29-00053 and 29-00589, The Original Water Rights were decreed by the Snake River Basin Adjudication Court on February 15, 2008, and have been used as and to the extent available and needed by PMVCC since that time. Historical records show that PMVCC diverted the full volume of Water Right Nos. 29-00053 and 29-00589 during 2006 and 2009.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3: With respect to Pocatello's proposed irrigation uses, Idaho Code § 42-222(1) states, in relevant part, "[t]he transfer of the right to the use of stored water for irrigation purposes shall not constitute an enlargement in use of the original right even though more acres may be irrigated, if no other water rights are injured thereby." Further, Idaho water district rules and procedures have historically allowed transfers of storage water, regardless of the nature of use, and do not consider such a transfer an enlargement. Please see the documents attached hereto and bates numbered POCATELLO000760-784 as responsive to this interrogatory.

INTERROGATORY NO. 9: If you contend that any changes over time in Portneuf River gains or losses downstream of Chesterfield Reservoir have been due to the development of irrigation wells, please describe the basis for this contention.

RESPONSE TO INTERROGATORY NO. 9: To the extent that Portneuf River gains or losses may have changed over time, withdrawals from the hydraulically connected ground water source for irrigation and other purposes are likely a contributing factor. The United States Geological Survey has reported in Surface- and Ground-Water Relations on the Portneuf River, and Temporal Changes in Ground-Water Levels in the Portneuf Valley, Caribou and Bannock Counties, Idaho, 2001-02. Scientific Investigations Report 2004-5170, that ground water allocations for irrigation in the basin increased from near zero in 1951 to approximately 46,000 acre-feet per year in 1978. The irrigation wells associated with the ground water allocations are primarily completed in alluvial and colluvial deposits that are in hydraulic connection with the Portneuf River. The study concluded that ground water withdrawals for irrigation, evapotranspiration, and drought conditions increase the rate of water-level declines in the aquifer. In addition, the study found that withdrawals of ground water for irrigation lengthen losing reaches and intensify the magnitude of streamflow depletion in losing reaches.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 9: See also document bates numbered PWUA03509, produced by PWUA in response to Pocatello's discovery requests.

INTERROGATORY NO. 10: Please describe all sources or causes of physical impairment or interference with channel capacity that affect the free flow of water in the Portneuf River reaches adjacent to and/or traversing lands of Portneuf and its members.

RESPONSE TO INTERROGATORY NO. 10: Pocatello has no direct knowledge of the sources or causes of alleged physical impairment or interference with Portneuf River channel capacity in the reaches adjacent to the lands of the PWUA members. Pocatello has been provided no specific information by the PWUA or its members as to the location of the member lands.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10: On information and belief, moss, bank instability, weeds, lack of maintenance, and sedimentation may impact physical impairment or cause interference with channel capacity thereby affecting the free flow of water in the Portneuf River reaches adjacent to and/or traversing lands of PWUA and its members. Discovery is ongoing and Pocatello will supplement this response if necessary. However, several documents produced in the discovery process by PWUA, bates numbered PWUA00340, PWUA01117, PWUA01126, PWUA01475, PWUA02140, and PWUA02666, may be responsive to this interrogatory.

INTERROGATORY NO. 13: Please state the name and address of each person you intend to call as a lay witness at the trial of this matter, and for each such person describe the substance of the facts and opinions to which he or she is expected to testify and identify the underlying facts and data upon which the opinion and testimony is based.

RESPONSE TO INTERROGATORY NO. 13: Discovery is ongoing and Pocatello has not yet identified the lay witnesses it expects to call to testify at hearing or the underlying facts and data upon which their opinions and testimony may be based. Pocatello will disclose such witnesses as and when identified in accordance with any subsequent scheduling order entered in this case. The foregoing notwithstanding, and without limiting the persons who Pocatello may call as a lay witness, the following persons may be expected to testify:

- a) Ron Jolley, President, Portneuf Marsh Valley Canal Company
- b) Steve Hebden, Water District 29 Watermaster, c/o Idaho Department of Water Resources, P.O. Box 83720, Boise, Idaho 83720-0098.
- c) Tim Luke, Idaho Department of Water Resources, P.O. Box 83720, Boise, Idaho 83720-0098.

Pocatello also may call any other person identified as a witness or any other person with knowledge identified by any other party.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 13:

- a) Ron Jolley may be expected to testify to facts surrounding the Portneuf-Marsh Valley Canal Company's agreements with the United States, the Portneuf Irrigating Company and the City of Pocatello concerning Portneuf-Marsh Valley Canal Company's intended delivery system improvements and the storage purchase by the City. Mr. Jolley also may testify concerning his knowledge of historical operations of the Portneuf Marsh Valley Canal Company system and river operations, the purpose for and implementation of the "no conveyance loss" provision in the Portneuf-Marsh Valley Canal Company's decreed storage water rights, and facts related to seasonal flow variations in the Portneuf River.
- b) Steve Hebden may be expected to testify to any and all facts concerning the measurement, and delivery of decreed water rights on the Portneuf River and river flows. To the extent that the Watermaster has not, prior to trial, provided the Department with his recommendations concerning the Transfer, he will be requested to provide that recommendation at the hearing.
- c) Tim Luke may be expected to testify to some or all of the following:
 - 1. The current status of measuring devices for diversions serving water right son the Portneuf River, including diversions to and from storage in Chesterfield Reservoir;

2. Potential improvements to measuring devices, delivery systems, stream gages and relationships between the Topaz stream gage, Chesterfield Reservoir releases and major canal diversions;
 3. Opportunities for cooperative agreements between the state, water users and the Shoshone-Bannock Tribes for access and monitoring of steamflows above Chesterfield Reservoir;
 4. IDWR administration of the “no-conveyance loss” condition of the Portneuf-Marsh Valley Canal Company decreed water rights;
 5. The gaining and/or losing nature of reaches of the Portneuf River below Chesterfield Reservoir;
 6. Potential interactions of ground water diversions and Portneuf River streamflows;
 7. Facts related to the deliverability of Chesterfield Reservoir storage to the City’s uses at or below the confluence of the Portneuf and Snake Rivers; and,
 8. Historical contacts with IDWR by Portneuf River water users concerning restrictions to the flow of water in the Portneuf River.
- d) Greg Lanning, City of Pocatello, Public Works Director, 911 N. 7th, P.O. Box 4169, Pocatello, ID 83205. Greg Lanning’s resume is attached hereto, and bates numbered POCATELLO000785-786, and he may be expected to testify to some or all of the following:
1. The current water requirements for Pocatello and the uses made of Pocatello’s existing water rights.
 2. Pocatello’s sources of water.
 3. The planning procedures Pocatello conducted to identify its water needs and establish goals and strategies for meeting those needs.
 4. The background of, and basis for, including future needs in Pocatello’s water plan.
 5. How acquisition of reservoir storage and natural flow water rights are consistent with meeting the City’s water needs.

6. The reasoning and basis for including potential use components in the Transfer Application for municipal, irrigation, groundwater recharge, aesthetic, recreational, and wildlife uses.
 7. Various aspects of Pocatello's water system, including operation, sources, outputs, and treatment.
 8. The status of, and conditions related to, the Lower Portneuf Aquifer.
 9. Impacts of increased federal and state water quality regulations on Pocatello's water use and source requirements.
 10. Concerns regarding Lower Portneuf Aquifer sustainability for meeting City water needs.
 11. Conservation and preservations programs that are implemented by the City.
 12. Pocatello's water plan and overall water planning horizon, including the reasons Chesterfield storage water is being.
- e) John Sigler, City of Pocatello, Senior Environmental Coordinator, 911 N. 7th, P.O. Box 4169, Pocatello, ID 83205. John Sigler's resume is attached hereto, and bates numbered POCA TELLO000787-797, and he may be expected to testify to the following:
1. Water quality issues in the Portneuf River.

INTERROGATORY NO. 14: For each person you have identified or will identify as an expert witness pursuant to the Discovery Order, please state the name and address of each such witness and include for each such witness, as provided in Idaho Rule of Civil Procedure 26(b)(4)(A)(i), a complete statement of all opinions to be expressed and the basis and reasons therefore, the data or other information considered by the witness in forming the opinions, any exhibits to be used as a summary of or support for the opinions, any qualifications of the witness including a list of all publications authored by the witness within the preceding ten years, the compensation to be paid for the testimony, and a listing of any other cases in which the witness has testified as an expert at trial or by deposition within the preceding four years.

RESPONSE TO INTERROGATORY NO. 14: Discovery is ongoing and Pocatello

has not yet identified the expert witnesses it expects to call to testify at hearing or the underlying facts and data upon which their opinions and testimony may be based. Pocatello will disclose such expert witnesses as and when identified in accordance with any subsequent scheduling order entered in this case. The foregoing notwithstanding, and without limiting the persons who Pocatello may call as an expert witness, the following persons may testify as experts:

- a. Greg Sullivan, Spronk Water Engineers, Inc., 1000 Logan Street, Denver, CO 80203
- b. Greg Lanning, City of Pocatello, Public Works Director, 911 N. 7th, P.O. Box 4169, Pocatello, ID 83205.
- c. Justin Armstrong, City of Pocatello, Water Department Superintendent, 911 N. 7th, P.O. Box 4169, Pocatello, ID 83205.
- d. Harold Hargraves, City of Pocatello, Water Operations Supervisor, City Water Department, 911 N. 7th, P.O. Box 4169, Pocatello, ID 83205.
- e. Jon Herrick, City of Pocatello, Water Pollution Control Department Superintendent, 911 N. 7th, P.O. Box 4169, Pocatello, ID 83205.
- f. Steve Hebden, Water District 29 Watermaster, c/o Idaho Department of Water Resources, P.O. Box 83720, Boise, ID 83720-0098.
- g. Tim Luke, Idaho Department of Water Resources, P.O. Box 83720, Boise, ID 83720-0098

The testimony and opinions that Pocatello's expert witnesses may give, and the facts and data upon which they may rely, is being developed, and will be disclosed consistent with appropriate trial scheduling order(s) governing disclosure of experts in this matter.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 14:

- a) Greg Sullivan is the only expert witness Pocatello intends to call. Greg Sullivan may be expected to testify to any of the following:
 1. Pocatello's Transfer Application.
 2. The analysis described in his report in support of Pocatello's Transfer Application (as attached to said application).

3. A Chesterfield Reservoir operations modeling tool developed to simulate the effects of diversion and use of stored water from Chesterfield Reservoir by Pocatello.
4. The potential effects of diversion and use of Chesterfield Reservoir storage water by Pocatello on existing water rights in the Snake River.
5. Water quality issues on the Portneuf River related to aspects of the Transfer.
6. Measurement, reporting, and accounting for storage use under the Transfer.

DATED this 16th day of May, 2011.

GIVENS PURSLEY, LLP

By: 

Michael C. Creamer

Attorneys for City of Pocatello

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of May, 2011, pursuant to Idaho R. Civ. P. 33 and 34 and Idaho Department of Water Resources' Rule of Procedure 524, *Applicant City Of Pocatello's Second Supplemental Response To Protestant Portneuf Watershed Users Association, Inc.'s First Set Of Discovery Requests* was served on the following individual(s) by the method indicated:

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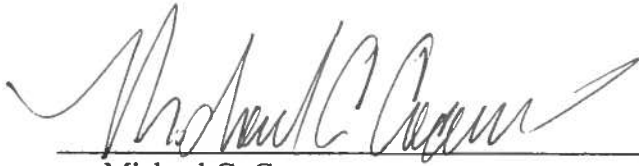
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Michael C. Creamer

WATER DISTRICT #63

RENTAL POOL PROCEDURES

RULE 1. AUTHORITY AND STATEMENT OF PURPOSE

- 1.1 These procedures have been adopted pursuant to Idaho Code, Section 42-1765 to assure orderly operation of the Boise River Rental Pool by the Water District No. 63 Rental Pool Committee. Under no circumstances shall these procedures be construed to limit or restrict the authority of the Director of Water Resource Board, Water District No. 63 Advisory Board or the Boise River watermaster in discharging their duties as set fourth in the statutes of the state of Idaho. Anyone renting water from such space for irrigation shall be subject to all applicable water laws of the state of Idaho and the Bureau of Reclamation.
- 1.2 It is the purpose of these procedures to:
 - a. Provide a process, consistent with the Idaho Code, by which stored water supplies may be made available for a specified period of time to water users who needs additional water.
 - b. Provide incentives for those owning reservoir space and having stored water, which is surplus to their needs, to make such space/water available to other users, and which will serve to protect the local public interest.
 - c. Establish a recognized system through which water supplies can be located, identified and subsequently leased.
 - d. Provide a source of revenue for Water District # 63 to make improvements in distribution of water and aid in increasing the conservation of water on the Boise River.
 - e. Provide the available water supplies may be leased to the rental pool by the Lessor and rented from the rental pool for any beneficial purpose recognized by the laws of the state of Idaho, provided that other water rights are not injures, irrigators are not deprived of supplemental storage by renting water for users other than irrigation, and the use is consistent with the conservation of water resources within the state of Idaho.

RULE 2. DEFINITIONS

- 2.1 **Acre-foot** is a volume of water sufficient to cover on acre of land one foot deep.
- 2.2 **Year** refers to normal calendar year.
- 2.3 **Board** means the Idaho Water Resource Board.
- 2.4 **Bureau** means the federal Bureau of Reclamation or USBR.
- 2.5 **Committee** means the Advisory Board of Water District No. 63.
- 2.6 **Department** means the Idaho Department of Water Resources or IDWR.
- 2.7 **Director** means the Director of the Idaho Department of Water Resources.
- 2.8 **District** Means Boise Water District No. 63.
- 2.9 **Lease or Assignment** is the agreement through which a specific amount of space or/stored water is leased to the Rental Pool for use during a specified period of time.
- 2.10 **Lessor** is the entity providing space/water to the Rental Pool.
- 2.11 **Person** means any company, corporation, association, firm, agency, individual, partnership, government or other agency.
- 2.12 **Rental Pool** refers to the water leasing and rental activities administered by the local committee appointed by the Water Resource Board.
- 2.13 **Space** means all or any portion of the active capacity of a federal reservoir measured in acre-feet.
- 2.14 **Stored Water** is the water that accrues to reservoir space and is available for use.
- 2.15 **Watermaster** means the watermaster of Water District No. 63.
- 2.16 **Rent or rental** means a written contract for the exclusive use of stored water leased to the committee for a determinate period for a specified price.
- 2.16 **Renter** means the person renting water from the rental pool.

RULE 3. GENERAL

- 3.1 It is the policy of the Water users of District No. 63 and the Committee to operate the Rental Pool for the maximum beneficial use of available stored water.
- 3.2 Operation of the Rental Pool will be by and for the irrigators within the district through the Committee. These procedures are designed to assure that stored water is maintained and first made available for irrigation use.
- 3.3 The operation of the Rental Pool shall be consistent with the statutes creating the Water Supply Bank, the rules of the Board and the provisions of the contracts with the United States.
- 3.4 Space is accepted for the Rental Pool on a contingency basis. Payments to the lessor will be made only if stored water is subsequently rented from the Rental Pool.
- 3.5 The space of storage water leased to the Rental Pool that is rented for users outside the hydrologic basin of the Boise River or below the confluence of the Boise River and the Snake River shall be the last space to fill in the ensuing year.

RULE 4. MANAGEMENT

- 4.1 The Committee shall have the following responsibilities:
 - a. To provide direction to the watermaster in the operation of the Rental Pool within the overall framework of the adopted procedures.
 - b. To set policies for the investment and disbursement of funds generated by the Rental Pool in conformity with the Public Depository Law, Chapter 1, Title 57, Idaho Code.
 - c. To notify the Director and watermaster of rentals where stored water will be moved from the place of use authorized by the permit, license of decree establishing the stored water right.
- 4.2 The watermaster shall act as the manager of the Rental Pool. His authority shall include accepting space into the Rental Pool, executing leases on behalf of the Committee, accepting and disbursing funds generated through the rental of stored water, and distribution of rented water.
- 4.3 The Committee shall decide all issues by a majority vote.

RULE 5. ASSIGNMENTS

- 5.1 All assignments of space to the Rental Pool and rental of stored water shall be for a term of one year.
- 5.2 Any contracting entity, which owns space in a reservoir located in the district, may assign any portion of its space to the Rental Pool.
- 5.3 When a lesser has space in more than one reservoir the assignment designation shall be in the order: Lucky Peak Space, Anderson Ranch Space and Arrowrock/Lake Lowell Space.
- 5.4 Assignments of space are subject to the acceptance by the Committee. Space submitted for assignment may be rejected in whole or part by the Committee or it may place special conditions on uses, allocation, and price if, in the judgment of the Committee, accepting said space will not be in the best interest of the Rental Pool and Water District No. 63
- 5.5 Any lesser, renter, or applicant aggrieved by a decision of the Rental Pool Committee on matters related to the operations of the Rental Pool may request a hearing before the Committee within 15 days after receiving notice in writing of the decision. After hearing the grievance and after review by the Committee, a decision will be made by the Committee in writing, setting fourth the reasons for its decision, and said review decision must be signed by a majority of the Committee. The decision of the Committee may be appealed to the Board.
- 5.6 Assignments of space to the Rental Pool shall be on the priority basis as set fourth in paragraph 6 of these procedures.
- 5.7 Assignments of space shall be in writing and on forms provided by the watermaster and shall bear the date they were received in the watermaster's office in Boise, Idaho.
- 5.8 All space assigned to the Rental Pool, shall be under the control of the watermaster and Committee for the duration of the lease.

RULE 6. LESSOR PRIORITIES

- 6.1 When a lessor assigns space to the Rental Pool, the stored water attributable to such space shall be determined by the watermaster according to the percentage the reservoir fills.
- 6.2 All stored water attributable to space assigned to the Rental Pool before July 1 will be rented before any stored water from space assigned after July 1.

- 6.3 Lessor, which assigns space to the Rental Pool by July 1, shall share proportionally in the proceeds from rentals of stored water attributable to such space.
- 6.4 Lessors which assign space to the Rental Pool after July 1, shall receive proceeds from the rentals of stored water attributable to such space on a "first come" basis whereby the first lessor to assign space shall be the first paid.
- 6.5 All space/water that has not been rented by the end of the year, shall revert back to the lessor, unless extended by the lessor.

RULE 7. RENTER PRIORITIES

- 7.1 Any stored water available through the Rental Pool shall be provided on a priority basis. The first priority for each time category is defined below. The second priority for each category consists of all water users not defined in that time category. Water shall be rent to second priority renters only upon specific findings of the Committee, in cases when all first priority uses are anticipated to be satisfied.
- 7.2 Prior to June 1 of each year, priority in acquiring stored water from the Rental Pool shall given to those irrigation entities owning contracted space in the various storage reservoirs.
- 7.3 After June 1 until July 15th of each year, priority shall be given to water users defined in paragraph 7.2 and other irrigation water users within the district.
- 7.4 After July 15th of each year priority shall be given to water users defined in paragraphs 7.2 and 7.3, and all other users within the district who desire to rent water, for beneficial purpose.
- 7.5 Sub-priority among water users of each priority listed above shall be determined by the date on which the water user's signed rental and payment are received at the office of the watermaster in Boise. During periods of drought or special conditions, the Committee, with the Director's approval, may develop additional or alternative procedures.
- 7.6 Any water user having once initiated a rental for stored water may request stored water in subsequent years by confirming, in writing, that all of the information on the original rental form is true and correct, and by identifying the amount of water he wishes to purchase. The priority in this case will be the date on which payment is received by the watermaster.

- 7.7 Water must be used by the renter no later than March 1 of the year following the calendar year in which storage occurs, unless an extension is granted by the Committee.

RULE 8. LEASE PAYMENTS AND RENTAL FEES

- 8.1 The price of stored water (including the administrative fee of \$0.50/acre-foot for in-basin and \$0.75/acre foot for out-of-basin) assigned to the Rental Pool shall be set by and approved by the Committee each year.
- 8.2 The rental price shall be \$14.00 for both in-basin out-of-basin per acre-foot, which includes an administrative fee and the 10% surcharge in compliance with Idaho Water Resource Board Water Bank Rule 6.2.
- 8.3 Payments to the lessors shall be made in accordance with paragraph 6 of these procedures and shall be based upon the data published in the annual report of the watermaster. Payments to the lessors shall be considered due and payable once the watermaster has calculated the actual water used within the district for the annual watermaster's report.

WATER DISTRICT NO. 65

RENTAL POOL PROCEDURES

PARA 1. AUTHORITY AND STATEMENT OF PURPOSE:

1.1 These procedures have been adopted pursuant to Idaho Code, Section 42- 1765 and Rule 6 of the Water Supply Bank Rules and Regulations of the Idaho Water Resource Board to assure orderly operation of the Payette River Rental Pool. Under no circumstances shall these procedures be construed to limit or restrict the authority of the Director of the Department of Water Resources, the Water Resource Board, Water District No. 65 Advisory Board, or the Payette River Watermaster in discharging their duties as set forth in the statutes of the State of Idaho. Anyone leasing water to, or renting water from, such space shall be subject to all applicable water laws of the State of Idaho and the Bureau of Reclamation.

1.2 IT IS THE PURPOSE OF THESE PROCEDURES TO:

- a. Provide a process, consistent with applicable statutes and administrative rules, by which stored water supplies may be made available for a specified period of time to water users who need additional water.
- b. Provide incentives for those owning reservoir space and having stored water, which is surplus to their needs, to lease such space/water to the Rental Pool to be made available to other users, and which will serve to protect the local public interest.
- c. Establish a recognized system through which water supplies can be located, identified and subsequently rented to a water user.
- d. Provide a source of revenue for Water District No. 65 to make improvements in distribution of water and aid in increasing the conservation of water in the Payette River Drainage Basin.
- e. Provide that available water supplies may be leased to the Rental Pool by the Lessor and rented from the Rental Pool for any beneficial purpose recognized by the laws of the State of Idaho, provided that other water rights are not injured, irrigators are not deprived of supplemental storage by renting water for uses

other than irrigation, and the use is consistent with the conservation of water resources within the State of Idaho.

PARA 2. DEFINITIONS:

- 2.1 ACRE-FOOT is a volume of water sufficient to cover on acre one foot deep.
- 2.2 YEAR refers to a normal calendar year.
- 2.3 BOARD means the Idaho Water Resource Board
- 2.4 BUREAU means the U.S. Bureau of Reclamation or USBR.
- 2.5 COMMITTEE or LOCAL COMMITTEE means the Advisory Board of Water District No. 65.
- 2.6 DEPARTMENT means the Idaho Department of Water Resources or IDWR.
- 2.7 DIRECTOR means the Director of the Idaho Department of Water Resources.
- 2.8 DISTRICT means Payette River Water District No. 65.
- 2.9 LEASE is the agreement through which a specific amount of storage space or stored water is obtained by the Rental Pool for use during a year.
- 2.10 RENTER is the person renting water from the Rental Pool.
- 2.11 LESSOR is the person leasing space/water to the Rental Pool.
- 2.12 PERSON means any company, corporation, association, firm, agency, individual, partnership, government agency or other entity.
- 2.13 RENTAL AGREEMENT is the agreement through which a Renter obtains the right to a specific amount of storage space or stored water from the Rental Pool.
- 2.14 RENTAL POOL refers to the water leasing and renting activities administered by the Local Committee appointed by the Water Resource Board.
- 2.15 SPACE means all or any portion of the active capacity of a reservoir measured in acre-feet.
- 2.16 STORED WATER is the water that accrues to reservoir space and is available for use.

2.17 WATERMASTER means the Watermaster of Water District No. 65.

PARA 3. GENERAL:

- 3.1 It is the policy of the Local Committee of Water District No. 65 to operate the Rental Pool for the maximum beneficial use of available stored water.
- 3.2 Operation of the Rental Pool will be by and for the irrigators within the District through the Committee. These procedures are designed to assure that Stored Water is maintained and first made available primarily for irrigation use.
- 3.3 The operation of the Rental Pool shall be consistent with the statutes creating the Water Supply Bank and the Rules and Regulations of the Board and the provisions of the contracts with the United States.
- 3.4 Space will be accepted by the Committee on a contingency basis.
- 3.5 Payments to the Lessor will be made only if Stored Water is subsequently rented from the Rental Pool.
- 3.6 The Space of storage water leased to the Rental Pool that is rented for uses below the mouth of the Payette River shall be the last space to fill in the ensuing year.
- 3.7 No storage water leased to the Rental Pool shall be rented for uses below the mouth of the Payette River without the express written consent of the Lessor.
- 3.8 It is the policy of the Committee to facilitate annual leases and rentals, and to base all transactions on water stored (storage) rather than reservoir space.

PARA 4. MANAGEMENT:

- 4.1 The Committee shall have the following responsibilities:
 - a. To provide direction to the Watermaster in the operation of the Rental Pool within the overall framework of these adopted procedures.
 - b. To notify the Department and the Watermaster of any rentals where water will be moved from the place of use authorized by the permit, license or decree authorizing the stored water right.

- c. To set policies for the investment and disbursement of funds generated by the Rental Pool in conformity with Public Depository Law, Chapter 1, Title 57, Idaho Code.
- 4.2 The Watermaster shall act as the manager of the Rental Pool. This authority shall include accepting Space into the Rental Pool, executing Rental Agreements on behalf of the Committee, accepting and disbursing funds generated through the rental of Stored Water, and distribution of rental water.
- 4.3 The Committee shall decide all issues by a majority vote.

PARA 5. LEASES:

- 5.1 All leases of space to the Rental Pool and all rental of Stored Water from the Rental Pool shall be for a term of one year.
- 5.2 Any contracting entity which owns Space in a reservoir located in the District may lease any portion of its Space to the Rental Pool.
- 5.3 When a Lessor has Space in more than one reservoir the lease shall designate: Cascade Space, Deadwood Space, or Payette Lakes Space.
- 5.4 Leases accepted by the Watermaster are subject to the review and approval of the Committee. Space submitted for lease may be rejected in whole or part by the Committee or it may place special conditions on uses, allocation, and price if, in the judgement of the Committee, accepting said Space will not be in the best interest of the Rental Pool and Water District #65.
- 5.5 Any Lessor, or Renter, or applicant aggrieved by a decision of the Rental Pool Committee on matters related to the operations of the Rental Pool may request a hearing before the Committee within 15 days after receiving notice in writing of the decision. After hearing the grievance and after review by the Committee, a decision will be made by the Committee, in writing, setting forth the reasons for its decision, and said review decision must be signed by a majority of the Committee. The decision of the Committee may be appealed to the Board.
- 5.6 Leases of Space to the Rental Pool shall be on a priority basis as set forth in paragraph 6 of these procedures.
- 5.7 All Space leased to the Rental Pool shall be under the control of the Watermaster and the Committee for the duration of the lease.

PARA 6. PRIORITIES AMONG LESSORS:

- 6.1 When a Lessor leases Space to the Rental Pool, the Stored Water attributable to such Space shall be determined by the Watermaster according to the percentage the reservoir fills.
- 6.2 All Stored Water attributable to Space leased to the Rental Pool before July 1 will be rented before any Stored Water from Space leased after July 1.
- 6.3 Lessors who lease Space to the Rental Pool by July 1, shall share proportionally in the proceeds from the rental of Stored water attributable to such Space.
- 6.4 Lessors who lease Space to the Rental Pool after July 1, shall receive proceeds from the rental of Stored Water attributable to such Space on a "first come" basis, whereby the first Lessor to Lease Space will be the first paid.
- 6.5 All space/water that has not been rented by the end of the year, shall revert back to the Lessor, unless extended by the Lessor.

PARA 7. PRIORITIES AMONG RENTERS:

- 7.1 Any Stored Water available through the Rental Pool for use shall be provided on a priority basis. The first priority for each time category is defined below. The second priority for each time category consists of all water users not defined in that time category. Water shall be rented to second priority Renters only upon specific findings of the Committee, in cases when all first priority uses are anticipated to be satisfied.
- 7.2 Priority until July 1 of each year in acquiring Stored Water from the Rental Pool shall be given to renters for irrigation within the active portion of Water District #65.
- 7.3 After July 1 of each year all remaining unrented Stored Water in the Rental Pool shall be available to any water user who desires to rent the water for any beneficial use.
- 7.4 Sub-priority among water users of each priority listed above shall be determined by the date on which the water user's signed Rental Agreement and payment is received at the office of the Watermaster. During periods of drought or special conditions, with consideration to local public interest and with the Director's approval, the Committee may develop additional or alternative procedures.
- 7.5 Any water user having once entered into a Rental Agreement for Stored Water may request Stored Water in subsequent years by confirming, in writing, that all the information on the original agreement is true and correct, and by identifying the amount of water he wishes to purchase. The priority in this case will be the date on which payment is received by the Watermaster.

- 7.6 Water must be used by the Renter no later than March 1 of the year following the calendar year in which storage occurs, unless an extension is granted by the Committee.

PARA 8. RENTAL FEES AND PAYMENTS TO LESSORS:

- 8.1 The price of stored water rented from the Rental Pool for use upstream from the mouth of the Payette River is \$3.20 per acre foot, with \$2.00 per acre foot being paid to the Lessors, a \$1.00 per acre foot administrative fee paid to the District and the \$0.20 surcharge due the Board under the Idaho Water Bank rules. The price of stored water rented from the Rental Pool for use downstream from the mouth of the Payette River is \$14.00 per acre foot, with \$ 11.80 per acre foot being paid to the Lessors, \$3.89 of which is intended to be used by the Lessor for improvements within the Lessor's delivery system, with emphasis given to improvements which would result in better water management, water quality and water use efficiencies, a \$1.00 per acre foot administrative fee paid to the District and the \$1.20 surcharge due the Board. In the case that another rental pool or space holder should lease water for the purpose of arbitrage and consequently seek to secure replacement water from the Rental Pool, the price shall be the amount charged by that rental pool or space holder plus an additional \$1.00 per acre foot administrative fee paid to the District.
- 8.2 Payments to the Lessors shall be made in accordance with paragraph 6 and shall be based upon the data published in the annual report of the Watermaster. Payments to the Lessors shall be considered due and payable once the Watermaster has calculated the actual water used within the District for the annual Watermaster's Report. Payments to the Lessors for water delivered after submittal of the annual Watermaster's Report shall be made when delivery of the water is completed.
- 8.3 Any administrative revenue in excess of actual costs shall be held in a contingency fund, and may be used for other purposes that the Committee deems to be of benefit to Water District #65, provided, however, that such uses do not conflict with Idaho Public Depository Law, Chapter 1, Title 57, Idaho Code.
- 8.4 All rental monies shall be maintained in a separate interest-bearing account with accrued interest being distributed on a pro-rata basis at the time payments to Lessors are made.

2011

WATER DISTRICT 1

RENTAL POOL PROCEDURES

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**2011
WATER DISTRICT 1
RENTAL POOL PROCEDURES**

RULE 1.0 LEGAL AUTHORITY

- 1.1 These procedures have been adopted by the Water District 1 Committee of Nine pursuant to Idaho Code § 42-1765.
- 1.2 These procedures shall not be interpreted to limit the authority of the Idaho Department of Water Resources, the Idaho Water Resource Board, or the Watermaster of Water District 1 in discharging their duties as prescribed by statute or rule.
- 1.3 These procedures shall be interpreted consistent with Idaho Code, rules promulgated by the Idaho Water Resource Board, and relevant provisions of spaceholder contracts with the United States.
- 1.4 The operation of the Rental Pool shall in no way recognize any obligation to maintain flows below Milner or to assure minimum stream flows at the USGS gaging station on the Snake River near Murphy.

RULE 2.0 DEFINITIONS

- 2.1 **Accounting Year:** the Water District 1 accounting year that begins on November 1 and ends on October 31.
- 2.2 **Acre-foot:** a volume of water sufficient to cover one acre of land one foot deep and is equal to 43,560 cubic feet.
- 2.3 **Administrative Fee:** a fee of eighty cents (\$0.80) per acre-foot assessed on the total quantity of storage set forth in any rental or lease application, disbursed to the District at the end of the irrigation season.
- 2.4 **Allocation:** the amount of stored water, including carryover, that has accrued to a spaceholder's storage space on the Date of Allocation that is available for the spaceholder's use in the same accounting year.
- 2.5 **Applicant:** a person who files with the Watermaster an application, accompanied by the required fees, to rent or lease storage through the Rental Pool.
- 2.6 **Assignment:** storage provided by an Assignor from the current year's storage allocation for rental through the Common Pool pursuant to Rule 5.3.
- 2.7 **Assignor:** a participant who assigns storage to the Common Pool pursuant to Rule 5.3 and subject to Rule 7.5.
- 2.8 **Board:** the Idaho Water Resource Board (IWRB).
- 2.9 **Board Surcharge:** a surcharge equal to ten percent (10%) of the Rental Price or Lease Price assessed on the total quantity of storage set forth in any rental or lease application, disbursed to the Board at the end of the irrigation season.

- 2.10 **Bureau:** the United States Bureau of Reclamation (USBR).
- 2.11 **Committee:** the Committee of Nine, which is the advisory committee selected by the members of Water District 1 at their annual meeting and appointed as the local committee by the Board pursuant to Idaho Code § 42-1765.
- 2.12 **Common Pool:** storage made available to the Committee through participant contributions and/or assignments for subsequent rental pursuant to Rule 5.
- 2.13 **Date of Allocation:** the date determined each year by the Watermaster on which the maximum accrual to reservoir spaceholders occurs.
- 2.14 **Date of Publication:** the date on which the Watermaster publishes on the District website the storage allocation for the current accounting year.
- 2.15 **Department:** the Idaho Department of Water Resources (IDWR).
- 2.16 **District:** Water District 1 of the State of Idaho.
- 2.17 **Impact Fund:** a fund maintained by the Watermaster for the mitigation of impacts to participants pursuant to Rule 7.3.
- 2.18 **Infrastructure Fee:** a fee of five dollars (\$5.00) per acre-foot assessed on all storage rented through the Common Pool for purposes below Milner, excluding flow augmentation, disbursed to the Infrastructure Fund at the end of the irrigation season.
- 2.19 **Infrastructure Fund:** a fund maintained by the Watermaster for the purposes outlined in Rule 4.5.
- 2.20 **Lease:** a written agreement entered into between a Lessor and Lessee to lease storage through the Rental Pool pursuant to Rule 6.
- 2.21 **Lease Price:** a price per acre-foot negotiated between a Lessor and Lessee as set forth in a Lease agreement.
- 2.22 **Lessee:** a person who leases storage from a participant under a Lease.
- 2.23 **Lessor:** a participant who leases storage to a person under a Lease pursuant to Rule 6 and subject to Rule 7.6.
- 2.24 **Milner:** Milner Dam on the Snake River.
- 2.25 **Net Price:** the average price per acre-foot of all rentals from the Common Pool, including flow augmentation, but excluding rentals of assigned storage.
- 2.26 **Net Proceeds:** the Net Price times the number of acre-feet rented from the Common Pool, excluding rentals of assigned storage.
- 2.27 **Participant:** a spaceholder who contributes storage to the Common Pool pursuant to Rule 5.2.

- 2.28 **Participant Contributions:** storage made available to the Common Pool by participants, with impacts accounted from next year's reservoir fill, which forms the supply for large rentals, small rentals, and flow augmentation, subject to the limitations in Rule 5.2.
- 2.29 **Person:** an individual, corporation, partnership, irrigation district, canal company, political subdivision, or governmental agency.
- 2.30 **Rent:** the rental of storage from the Common Pool.
- 2.31 **Rental Pool:** the processes established by these procedures for the rental and/or lease of storage, mitigation of associated impacts to spaceholders, and disposition of revenues.
- 2.32 **Rental Pool Subcommittee:** a subcommittee composed of the Watermaster, a designated representative from the Bureau, and three or more members or alternates of the Committee who have been appointed by the Chairman of the Committee.
- 2.33 **Rental Price:** the price per acre-foot of storage rented from the Common Pool, as set forth in Rule 5.5, excluding the Administrative Fee, the Board Surcharge, and the Infrastructure Fee.
- 2.34 **Renter:** a person who rents storage from the Common Pool.
- 2.35 **Reservoir System:** refers to American Falls, Grassy Lake, Henrys Lake, Island Park, Jackson Lake, Lake Walcott, Milner Pool, Palisades, and Ririe.
- 2.36 **Space:** the active capacity of a reservoir measured in acre-feet.
- 2.37 **Spaceholder:** the holder of the contractual right to the water stored in the space of storage facility.
- 2.38 **Storage:** the portion of the available space that contains stored water.
- 2.39 **Watermaster:** the watermaster of Water District 1.
- 2.40 **Water Supply Forecast:** the forecasted unregulated runoff for April 1 to September 30 at the Heise USGS gaging station, referred to in Table 1.

RULE 3.0 PURPOSES

- 3.1 The primary purpose of the Rental Pool is to provide irrigation water to spaceholders within the District and to maintain a Rental Pool with sufficient incentives such that spaceholders supply, on a voluntary basis, an adequate quantity of storage for rental or lease pursuant to procedures established by the Committee. These procedures are intended to assure that participants have priority over non-participants and non-spaceholders in renting storage through the Rental Pool.
- 3.2 To maintain adequate controls, priorities, and safeguards to insure that existing water rights are not injured and that a spaceholder's allocation is not impacted without his or

her consent. To compensate an impacted spaceholder to the extent the impact can be determined by the procedures developed by the District.

- 3.3 To generate revenue to offset the costs of the District to operate the Rental Pool and to fund projects that fall within the parameters of Rule 4.5.

RULE 4.0 MANAGEMENT

- 4.1 **Manager.** The Watermaster shall serve as the manager of the Rental Pool and shall take all reasonable actions necessary to administer the Rental Pool consistent with these procedures, which include, but are not limited to:
- (a) determining impacts pursuant to Rule 7;
 - (b) calculating payments to participating spaceholders as prescribed by Rules 5.2 and 7.3;
 - (c) accepting storage into the Common Pool and executing rental agreements on behalf of the Committee;
 - (d) disbursing and investing Rental Pool monies with the advice and consent of the Rental Pool Subcommittee; and
 - (e) taking such additional actions as may be directed by the Committee.
- 4.2 **Rental Pool Subcommittee.** The Rental Pool Subcommittee shall exercise the following general responsibilities:
- (a) review these procedures and, as appropriate, make recommendations to the Committee for needed changes;
 - (b) review reports from the Watermaster regarding rental applications, storage assignments to the Common Pool, and leases of storage through private leases;
 - (c) advise the Committee regarding Rental Pool activities;
 - (d) develop recommendations for annual Common Pool storage supplies and rental rates;
 - (e) assist the Watermaster in resolving disputes that may arise from the diversion of excess storage; and
 - (f) assume such additional responsibilities as may be assigned by the Committee.
- 4.3 **Applications**
- 4.3.101 Applications to rent or lease storage through the Rental Pool shall be made upon forms approved by the Watermaster and shall include:
- (a) the amount of storage sought to be rented or leased;
 - (b) the purpose(s) for which the storage will be put to beneficial use;
 - (c) the lease price (for private leases); and
 - (d) to the extent practicable at the time of filing the application, the point of diversion identified by legal description and common name; and a description of the place of use.
- 4.3.102 *Application Acceptance.* Applications are not deemed accepted until received by the Watermaster together with the appropriate fees required under Rules 5.5 (rentals) or 6.4 (leases).
- 4.3.103 *Application Approval.* An application accepted under Rule 4.3.102 shall be approved after the Watermaster has determined that the application is in compliance with these procedures and sufficient storage will be available from the Common Pool and/or Lessor to provide the quantity requested in the application. Upon approval of the application, the Watermaster shall send notice to the Renter/Lessor/Lessee and entity owning the point-of-diversion designated

in the application of such approval and allocation of storage; provided, however, no allocation of storage shall be made until the applicant designates the point of diversion and place of use of the rented and/or leased storage in the application or pursuant to Rule 4.3.106.

4.3.104 *Timeframe for having Rental Application Accepted to Preserve Rental Priority.* Applications to rent storage will not be accepted until April 5 of the year in which the storage will be used. Applications must be accepted by the Watermaster within 15 days following the Date of Publication to preserve the applicant's priority under Rule 5.4.101.

4.3.105 *Deadline for Accepting Applications to Rent or Lease Storage.* All applications to rent or lease storage must be accepted by the Watermaster pursuant to Rule 4.3.102 not later than December 1 in order for the storage identified in such applications to be accounted for as having been diverted prior to October 31 of the same year. Applications accepted after December 1 will be accounted for from storage supplies in the following calendar year, unless an exception is granted by the Rental Pool Subcommittee.

4.3.106 *Deadline to Designate Point of Diversion and Place of Use.* If the point of diversion and/or place of use of the rented and/or leased storage was not previously designated in the application, the Renter and/or Lessee must make such designation in writing to the Watermaster not later than December 1 of the same year, unless an extension is granted by the Rental Pool Subcommittee. Failure to comply with this provision shall cause any unused storage to automatically revert back to the Common Pool and/or Lessor, respectively.

4.4 **Rental Pool Account**

4.4.101 All monies submitted by Applicants shall be deposited in an interest-bearing account known as the "Rental Pool Account" and maintained by the Watermaster on behalf of the Committee. Monies in the Rental Pool Account will be disbursed to Participants, the District, the Board, the Impact Fund, and the Infrastructure Fund in the proportions set forth in these Rules. Accrued interest to the Rental Pool Account shall be used to maintain the Impact Fund. Rental Pool funds shall be considered public funds for investment purposes and subject to the Public Depository Law, Chapter 1, Title 57, Idaho Code.

4.4.102 Monies deposited in the Rental Pool Account are non-refundable to the extent the rental and/or lease application is approved pursuant to Rule 4.3.103, regardless of whether the storage is used.

4.5 **Infrastructure Fund**

4.5.101 Monies in the Infrastructure Fund may only be used to fund District costs of projects relating to improvements to the District's distribution, monitoring, and gaging facilities, and other District projects designed to assist in the adjudication, conservation, or efficient distribution of water.

4.5.102 Disbursements from the Infrastructure Fund are subject to two-thirds (2/3) Committee approval.

4.5.103 If monies in the Infrastructure Fund accrue to one million dollars (\$1,000,000.00), the Infrastructure Fee shall be waived and the same amount (five dollars (\$5.00)) added to the Rental Price in Rule 5.5.105.

4.5.104 Monies in the Infrastructure Fund may be carried over from year to year.

RULE 5.0 COMMON POOL

5.1 **Scope.** The Common Pool consists of storage made available to the Committee through participant contributions and assignments. Participants make storage available to the Common Pool pursuant to the terms of Rule 5.2, with impacts accounted from next year's reservoir fill. Assignors provide storage to the Common Pool, pursuant to Rule 5.3, by assigning a portion of their current year's storage allocation. Rentals from the Common Pool are subject to the priorities and prices established under this Rule.

5.2 Participant Contributions

5.2.101 *Participants.* Any spaceholder may, upon submitting written notice to the Watermaster prior to February 1, elect to contribute storage to the Common Pool. Any spaceholder making such election shall be deemed a "Participant" for the current year and every year thereafter until the spaceholder provides written notice to the Watermaster prior to February 1 rescinding its participation. Upon election to participate, a spaceholder is eligible for all the benefits of a participant set forth in these procedures, excluding monetary payment for rentals or impacts associated with rentals from the prior year. If after February 1, less than seventy-five percent (75%) of the contracted storage space is committed to the Common Pool by participants, the Committee shall revise the rental pool procedures as necessary prior to April 1.

5.2.102 *Non-Participants.* Spaceholders who are not participants shall not be entitled to supply storage to, or rent storage from, the Common Pool, or supply or lease storage through a private lease. Notwithstanding this restriction, the Bureau may rent water from the Common Pool for flow augmentation pursuant to Rule 5.2.105.

5.2.103 *Large Rentals.* The Common Pool will make available from participant contributions 50,000 acre-feet of storage for rentals, plus any assigned storage, subject to the priorities and limitations set forth in Rule 5.

5.2.104 *Small Rentals.* The Common Pool will make available from participant contributions 5,000 acre-feet for rentals of less than 100 acre-feet per point of diversion, subject to the priorities and limitations set forth in Rule 5. The Committee may approve on a case-by-case basis the additional rental of storage under this provision to exceed the 100 acre-feet limitation.

5.2.105 Flow Augmentation

5.2.105(a) *Table 1.* The amount of storage, from participant contributions to the Common Pool, available for rental for flow augmentation shall be determined by Table 1.

5.2.105(b) *Extraordinary Circumstances.* A greater amount of storage may be made available by the Committee, if it determines on or before July 1 that

extraordinary circumstances justify a change in the amount of storage made available for flow augmentation.

5.2.106 *Additional Quantities.* In the event rental requests from participants impacted from the prior year's rentals exceed 50,000 acre feet and insufficient storage has been assigned to the Common Pool to meet such additional requests, the minimum amount of storage that will be available through the Common Pool will be the amount of storage necessary to meet the demand of those shown to have been impacted from the prior year's rentals. If additional storage is deemed necessary, any participant may elect not to participate in contributing such additional storage.

5.2.107 *Participant Payments.* Monies collected through the rental of the participant contribution portion of the Common Pool, including flow augmentation, shall be disbursed as follows:

- (a) seventy percent (70%) of the Net Proceeds disbursed to participants; and
- (b) thirty percent (30%) of the Net Proceeds disbursed to the Impact Fund.

5.2.108 *Participant Payment Formula.* Participants will receive payment for storage rented from the participant contribution portion of the Common Pool pursuant to the following payment formulas:

$$1^{\text{st}} \text{ Installment} = (R \times SP/TSP) / 2$$

$$2^{\text{nd}} \text{ Installment} = (R \times ST/TST) / 2$$

R = 70% of Net Proceeds

SP = Space of Participants

ST = Storage of Participants based on the preliminary storage allocation for the following year

TSP = Total participating space in system

TST = Total participating storage in system based on the preliminary storage allocation for the following year

If a specific reservoir's allocation has been reduced as a result of flood-control operations, the ST and TST values in the above formula for those reservoir spaceholders will reflect the values that otherwise would have occurred without any reductions for flood-control.

5.2.109 *Timing of Payments.* Payments to participants will be made in two installments. The first installment will be paid to participants immediately following the irrigation season in which the proceeds were collected. The second installment will be paid to participants within two weeks of the Date of Publication for the following irrigation season.

5.3 Assignments

5.3.101 *Assignors.* Any participant may assign storage to the Common Pool. An assignment of storage shall be made in writing on forms approved by the Watermaster.

5.3.102 *Purposes.* Storage assigned to the Common Pool may be rented only for purposes above Milner.

5.3.103 *Limitations.* Storage assigned to the Common Pool may be rented only after the participant contributions to the Common Pool have been rented. A participant may not assign storage and rent storage in the same accounting year unless an exception is granted by the Rental Pool Subcommittee.

5.3.104 *Assignor Payment.* The Assignor shall receive one-hundred percent (100%) of the Rental Price per acre foot of the assigned storage that is rented.

5.3.105 *Distribution of Assigned Storage.* Assignments can only be made between April 5 and 15 days after the Date of Publication in the year in which the storage is to be rented. Assignments shall initially be distributed on a pro-rata basis, with each pro-rata share based on the amount of storage assigned or 10% of the assignor's storage space, whichever is less. If, after this initial distribution, additional rental requests exist, the remaining assigned storage shall be distributed on a pro-rata basis.

5.4 **Priorities for Renting Storage**

5.4.101 *Priorities.* Storage rented from the Common Pool shall be pursuant to the following priorities:

5.4.101(a) *First Priority.* Rentals by participants whose storage is determined to have been impacted by the prior year's rental from the Common Pool not to exceed the amount of the impact. Rentals pursuant to existing long-term leases with the Committee, provided that such rentals be supplied first from any balance of the 5,000 acre-feet reserved for small rentals, then from any assigned water, and then from the 50,000 acre-feet reserved for large rentals.

5.4.101(b) *Second Priority.* Rentals by participants for agricultural purposes up to the amount of their unfilled space.

5.4.101(c) *Third Priority.* Rentals by participants for any purposes above Milner in excess of their unfilled space. Applications for such rentals will be reviewed by the Committee and may be approved on a case-by-case basis.

5.4.101(d) *Fourth Priority.* Rentals by non-spaceholders for any purposes above Milner.

5.4.101(e) *Fifth Priority.* Rentals for purposes below Milner, excluding flow augmentation; provided, however, such rentals are limited to 50,000 acre-feet per year or a lesser amount as set by the Committee. Rentals for purposes below Milner can only be filled with storage from the 50,000 AF of participant contributions described in Rule 5.2. To the extent that storage is assigned to the Common Pool, assigned storage will be used to fill the rentals of the First, Second, Third, and Fourth Priorities, allowing that portion of the participant contributions to be used for rentals below Milner. Rentals for purposes below Milner will only be approved to the extent the Renter provides written certification from the Bureau stating either 1) that the Bureau has sufficient flow

augmentation supplies for the year, or 2) that the storage to be released past Milner will count towards the Bureau's flow augmentation total.

5.4.102 *Priority for Late Applications.* Applications received after the deadline set forth in Rule 4.3.104 will be deemed last in priority and will be filled in the order they are received, only after all timely applications have been filled.

5.4.103 *Distribution Within Priority Classes.* If rental supplies are not sufficient to satisfy all of the timely applications within a priority class (those received within 15 days of the Date of Publication), the available rental supplies will be distributed to the applicants within that priority class on a pro-rata basis.

5.4.104 *Priority for Small Rentals.* Small rentals made pursuant to 5.2.104 are not subject to the priorities set forth in 5.4.101 and will be approved in the same order in which the rental applications are received by the Watermaster, so long as the total amount of all such applications does not exceed 5,000 acre-feet.

5.4.105 *Priority for Flow Augmentation.* Rentals for flow augmentation are not subject to the priorities set forth in 5.4.101 and shall be determined pursuant to Rule 5.2.105.

5.5 **Rental Prices**

5.5.101 *Tier 1:* If the storage system fills, the Rental Price for purposes above Milner shall be \$5.00 per acre-foot.

5.5.102 *Tier 2:* If the storage system does not fill but storage is provided for flow augmentation pursuant to Rule 5.2.105(a), the Rental Price for purposes above Milner shall be \$12.00 per acre-foot.

5.5.103 *Tier 3:* If the storage system does not fill and no flow augmentation water is provided pursuant to Rule 5.2.105(a), the Rental Price for purposes above Milner shall be \$18.00 per acre-foot.

5.5.104 *Determination of Tier 1, 2 or 3 Rental Price:* Unless the storage system has filled, the Watermaster shall designate on or before April 5 either Tier 2 or Tier 3 as the rental price for above-Milner rentals. If at any time during the same accounting year, the storage system should subsequently fill, the Watermaster shall designate Tier 1 as the rental price for above-Milner rentals and refund any excess rental fees within 30 days after the Date of Publication.

5.5.105 *Tier 4:* The Rental Price for storage rented for flow augmentation shall be \$12.00 per acre-foot.

5.5.106 *Tier 5:* The Rental Price for storage rented for purposes below Milner, excluding flow augmentation, shall be up to \$35.00 per acre-foot.

5.5.107 *Fees & Surcharges.* There shall be added to the Rental Price for all rentals the Administrative Fee and Board Surcharge. There shall also be added to the Rental Price for rentals below Milner, excluding flow augmentation, the Infrastructure Fee.

5.5.108 *Storage System Fill*. For purposes of Rule 5.5 only, the storage system is considered full when all storage rights are filled in Jackson Lake, Palisades, American Falls, and Island Park.

RULE 6.0 PRIVATE LEASES

- 6.1 **General.** All leases must be transacted through the Rental Pool. Only participants may lease storage to a Lessee subject to the provisions of these rules.
- 6.2 **Purposes.** Storage may be leased through the Rental Pool only for beneficial use purposes above Milner. A Lessor may not lease storage to a Lessee and rent storage from the Common Pool in the same accounting year unless an exception is granted by the Rental Pool Subcommittee.
- 6.3 **Payment to Lessor.** The Lessor shall receive one-hundred percent (100%) of the Lease Price.
- 6.4 **Fees & Surcharges.** There shall be added to the Lease Price the Administrative Fee and the Board Surcharge.
- 6.5 **Non-Applicability to Common Pool.** Storage leased pursuant to this rule does not count against the participant contribution volumes set forth in Rule 5.2.
- 6.6 **Recharge.** All storage used for the purpose of recharge must be transacted through the Rental Pool. Unless storage is rented pursuant to Rule 5.0, storage used for recharge, whether diverted by the storage spaceholder or another person, will be treated as a lease of storage.

RULE 7.0 IMPACTS

- 7.1 **Determination.** In any year in which the storage rights in the reservoir system do not fill, the Watermaster will determine the impacts to spaceholders, if any, associated with the prior year's rentals and leases. In making this determination, the Watermaster will use a procedure which identifies the following:
- (a) what each reservoir fill would have been had the previous year's rentals and leases not taken place;
 - (b) the storage space from which rented or leased storage was actually supplied for the previous year's rental or lease; and
 - (c) the amount of storage each spaceholder's current allocation was reduced by the previous year's rental or lease activities.
- 7.2 **Flood Control.** There are no impacts resulting from the previous year's rentals or leases for a specific reservoir when that reservoir's storage is released as a result of flood-control operations and water is spilled past Milner in the current year.
- 7.3 **Impacts to Participants due to Rentals from the Common Pool (excluding Assignments)**
- 7.3.101 *Impact Payment Formula.* Participants whose storage allocation is impacted from the prior year's rental of storage from the Common Pool, excluding assignments, will receive payment from the Impact Fund according the following formula:

Impact Payment = (Isp*RP) or $\frac{1}{2}$ IF*(Isp/Ispt) (whichever sum is less)

Isp = Participant's impacted space in acre feet

RP = Rental Price

IF = Impact Fund

Ispt = Total of all Participants' impacted space in acre feet

7.3.102 *Timing of Payment.* Impact payments, which will be based on preliminary data, will be made to participants on or before July 15.

- 7.4 **Impacts to Non-Participants due to Rentals from the Common Pool (excluding Assignments).** If the rental of storage from the Common Pool, excluding assignments, caused impacts to non-participants, as determined by the Watermaster, the participants' storage allocation shall be limited to the storage available after such impacts have been mitigated.
- 7.5 **Impacts to Spaceholders due to Rental of Assigned Storage.** If the rental of assigned storage caused impacts, as determined by the Watermaster, the Assignor's storage allocation shall be reduced by an amount equal to such impacts, not to exceed the quantity of storage assigned by the Assignor, and reallocated to mitigate impacts to affected spaceholders. This reallocation will only occur in the year following the rental of assigned storage.
- 7.6 **Impacts to Spaceholders due to Private Leases.** If the lease of storage pursuant to a private lease caused impacts, as determined by the Watermaster, the Lessor's storage allocation shall be reduced by an amount equal to such impacts, not to exceed the quantity of storage leased by the Lessor, and reallocated to mitigate impacts to affected spaceholders. This reallocation will only occur in the year following the lease of storage.

GREG LANNING

EMPLOYMENT

5/01-Present CITY OF POCA TELLO *Director of Public Works*

Plan, organize, direct and supervise the public works division that includes Streets, Sanitation, Engineering, Building, Water, Wastewater, and Traffic. Public works includes over 140 full time employees with an annual budget of \$35 million in a town of 50,000 residents. In addition, the public works director advises the mayor and council on science, engineering, capital planning, budgeting, design and construction. Recent challenges in public works in Pocatello include managing growth, water rights, water quality (TMDL/NPDES), the economy and limited budgets.

2/98-5/01 UNIVERSITY OF WYOMING *LTAP Transportation Trainer*

Prepared and taught classes such as Bridge Inspection & Maintenance, Snow & Ice Control, Surveying, GASB, NPDES, and Highway Work Zone Safety for the State DOT, counties and cities. The LTAP Trainer organized many other courses such as Erosion Control, Emulsified Asphalts, and Geotextiles. Other duties included general oversight of the program, customer support, newsletter, and graduate student program oversight.

10/96-2/98 CITY OF GREEN RIVER, WY *Director of Public Works*

Managed 42 full time employees in Streets, Sanitation, Solid Waste, Landfill, Water, Wastewater, and Fleet Maintenance in a city of 13,000 residents. The Director of Public Works was one of six department heads answering to the City Administrator.

1/95-10/96 CITY OF POWELL, WY

City Administrator

Managed 60 full time employees and a general fund budget of \$3.6 million and a total 95-96 budget of \$8.6 million for a city of 5500 residents.

Public Works Director/City Engineer

Supervised and managed Streets, Parks, Water, Sewer, Sanitation, and Airport. Advised boards and commissions. Performed professional civil engineering services.

1993 - 1995 STATE OF WYOMING – Department of Environmental Quality

Senior Environmental Analyst, Water Quality Division

Reviewed, permitted, and enforced regulation in water and sewer.
Represented the State in spill response and remediation.
Inspected construction.

1988 - 1991 CITY OF FORT COLLINS *Civil Engineer II*

Managed Capital Improvement Projects. Prepared financial analyses. Performed administrative duties. Developed Bridge Management System.

1986 - 1988 CIVIL ENGINEERING PROFESSIONALS *Project Engineer*

Designed water, sewer and, drainage projects. Prepared proposals and wrote feasibility and design reports. Developed client relations.

1980 - 1985 CITY OF CASPER, WY *Assistant Park Superintendent*

Managed day to day operations of a department of 36 full time employees, \$4 million annual operating budget, 600 acres formally irrigated turfgrass, ski area, race track, athletic fields, buildings and grounds.

EDUCATION

MSCE	Civil Engineering	Colorado State University (93)
MBA	Management	University of Wyoming (87)
BSCE	Civil Engineering	University of Wyoming (80)
AS	Engineering	Casper College (78)

Registered Professional Engineer in Idaho & Wyoming

VITA
John W. Sigler
May 2011

PROFESSIONAL EMPLOYMENT HISTORY
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Employer and Dates	Title	Responsibilities
City of Pocatello, Idaho February 2006 - Present	Senior Environmental Coordinator	Responsible for management of the Pocatello Urbanized Area (PUA) National Pollutant Discharge Elimination System Permit / (NPDES) for copermitees activity planning and for specific actions within the City of Pocatello. Responsible for City compliance with provisions of the Clean Water Act Phase II MS4 requirements and for environmental aspects of the City's water supply, wet water, and watershed management. Designated Principal Representative for City of Pocatello for the Portneuf River Watershed Advisory Group – Development of the Portneuf River Total Maximum Daily Load Revision and Addendum – Idaho Department of Environmental Quality February 2010. In concert with others reviewed and redrafted the "Draft PUA NPDES Phase 2 Permit. Coordinated with copermitees, EPA (R10) and local DEQ to achieve final permit. In concert with others developed, promoted and instructed an "Erosion and Sediment Control for Building Contractors in SE Idaho." Over 500 certifications have now been granted to local builders. In concert with others developed, promoted and coordinated passage of storm water management ordinances required by the MS4 permit for construction site storm water management, illicit discharge detection and elimination, covered loads, and debris litter. In concert with others developed, redrafted and promoted MS4 permit required ordinances for post construction storm water management BMPs.
	Pocatello Urbanized Area MS4 Phase 2 Permit Manager	
	Portneuf River Total Maximum Daily Load Revisions 2009-2010	

Between July of 2005 and February of 2006, I worked as an environmental scientist on a variety of projects for several national environmental consulting firms. I conducted investigations and wrote reports associated with National Environmental Policy Act (NEPA) compliance on projects in Idaho, New Mexico, and California. I was self employed at this time and conducted investigations for private clients.		
SWCA 2002-2005 Albuquerque, NM	Senior Environmental Scientist	Responsible for National Environmental Policy Act (NEPA), Endangered Species Act (ESA), Clean Water Act (CWA) compliance for a variety of projects related to water development, habitat restoration, and private lands management. Position included business development and client interaction aspects.
Parsons ES 1999-2002 Albuquerque, NM	Environmental Scientist	Responsible for development, analysis and documentation requirements for NEPA, ESA, and CWA components of a \$ 380M water development project on the Middle Rio Grande, New Mexico with endangered species aspects.
Los Alamos National Laboratory (UC) 1999-1999 Los Alamos, NM	Environmental Scientist	Responsible for preparing or assisting in the preparation of environmental documentation for ongoing Laboratory activities, including the Congressionally mandated Land Conveyance process.
MDM/Lamb, Inc. 1994-1998 Amarillo, TX	Senior Environmental Scientist/Ecologist	Provided resource support services to the Department of Energy, Pantex Plant, Texas in the preparation of the Pantex Site-Wide Environmental Impact Statement for continuing operations of U.S. nuclear weapons storage, repair and dismantlement.
Spectrum Sciences & Software, Inc. 1986-1994 Logan, UT	Manager, Environmental Science Group	Responsible for both management of corporate natural resource projects and business development and client interactions.
W. F. Sigler & Associates, Inc. 1980-1986 Logan, UT	Principal Aquatic Ecologist	Responsible for various aspects of aquatic ecology projects and general wildlife investigations. Position included business development and client interaction aspects.

EDUCATION

Date	Degree	Institution	Concentration
1980	Ph.D. in Fisheries Biology/Mgt	University of Idaho, Moscow	Fisheries biology, watershed effects
1972	Masters of Science (Wildlife/Water Quality)	Utah State University, Logan	Water quality, lake productivity
1969	Bachelor of Science (Wildlife/Fisheries Biology)	Utah State University	Fisheries Biology, aquatic ecology

PUBLICATIONS

Books

- Sigler, W.F., and J.W. Sigler. 1996. *Fishes of Utah: A Natural History Review*. Revised 2nd edition. University of Utah Press, Salt Lake City. 375 pages.
- Sigler, W.F., and J.W. Sigler. 1990. *Recreational Fisheries: Management, Theory and Application*. University of Nevada Press, Reno. 418 pp.
- Sigler, W.F., and J.W. Sigler. 1987. *Fishes of the Great Basin*. University of Nevada Press, Reno. 435 pp.

Invited Papers

- 2001 Billings, Rick, John Sigler, Patty Phillips, April Fitzner, Lloyd Gronning. Endangered Species Act Considerations in the Arid Southwest. American Water Resources Association. Annual Water Resources Conference. November 2001. Albuquerque, NM.
- 1994 Sigler, J.W. and W.F. Sigler. Fishes of the Great Basin and the Colorado Plateau: Past Evidence and Present Forms. Chapter 9, (pages 163-210) IN *Natural History the Colorado Plateau and Great Basin*. K. T. Harper, L.L. St.Clair, K.H. Thorne and W. Hess (eds.). University of Colorado Press, Niwot.
- 1992 Sigler, J.W. and W.F. Sigler. Aquatic Resources of Arid West: Perspectives on Fishes and Wilderness Management. Chapter 5 (pages 69-93) IN *Wilderness Issues in the Arid Lands of the Western United States*. S. Zeveloff and C. McKell, (eds.). University of New Mexico Press, Albuquerque.
- 1990 Sigler, J.W. *Effects of Chronic Turbidity on Anadromous Salmonids: Recent Studies and Assessment Techniques Perspective*. Pages 26-37 IN C.A. Simenstad (ed.) *Effects of Dredging on Anadromous Pacific Coast Fishes. Workshop Proceedings, Seattle, September 1988*. University of Washington, School of Fisheries, Seattle, WA. Washington Sea Grant Program. U.S. Army Corps of Engineers, Waterways Experiment Station, Vicksburg, MS.
- 1989 Myrick, D.R., K.D. Shepardson, and J.W. Sigler. *The Geographic Resources Analysis Support System (GRASS) Geographic Information System (GIS) and Expert Systems: Exploring the Potentials. Proceedings of the Geographic Information Systems Awareness Seminar*. Salt Lake City, Utah. May 16-19, 1988. Intermountain Region, US Forest Service. (Also Presented at the National Workshop on Microcomputer Applications

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in Fish and Wildlife Programs. Multi-State Project/Virginia Polytechnic Institute and State University, September 1988.

Reports and Papers

- 2008 Sigler, John, W. Pocatello's Halliday Drain Experience: Calibrating storm drain flows for pollutant discharge load calculations for NPDES compliance. Stormwater. October 2008. Vol. 9 No. 2. 58-63.
- 2001 Sigler, John W. (and others) International Boundary and Water Commission, El Paso, Texas. Aquatic Characterization Paper for the Canalization Project, Texas and New Mexico.
- Phillips, Patty (and others) and John W. Sigler. Draft Biological Evaluation. City of Albuquerque Water Resources Management Strategy. Operation of the Southside Water Reclamation Plant.
- 2000 Phillips, Patty (and others) and John W. Sigler. 1999/2000 Draft and Final Biological Evaluation. National Pollutant Discharge Elimination System (NPDES) Permit for the Albuquerque Municipal Separate Storm Sewer System (MS4). June 2000. Parsons Engineering Science, Inc.
- Sigler, John W. (and others) City of Albuquerque Response to State of New Mexico Total Maximum Daily Load Report (Fecal Coliforms) for the Middle Rio Grande, New Mexico. Parsons Engineering Science. Albuquerque.
- 1998 Sigler, John W., and Anthony Ladino. 1998. Integrated Safety Management, Environmental Management Systems for NEPA. Paper presented at the Department of Energy Neighborhood Meeting, Los Vegas, Nevada. October 1998.
- Sigler, John W. Status Report. Threatened and Endangered Species, and Floodplain and Wetland Assessment for the Proposed Conveyance and Transfer Tracts at Los Alamos National Laboratory, Los Alamos and Santa Fe Counties, New Mexico. Los Alamos National Laboratory. LAUR.
- Sigler, John W. DRAFT (and FINAL) Floodplain and Wetlands Assessment for the Proposed Conveyance and Transfer Tracts at Los Alamos National Laboratory, Los Alamos and Santa Fe Counties, New Mexico. Los Alamos National Laboratory. LAUR.
- 1992 McKibben, K., J. Gessaman, and J.W. Sigler. Life History of the Ferruginous Hawk. Report for wildlife manual. U.S. Army Corps of Engineers, Waterways Experiment Station, Vicksburg, MS. In press.

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- 1991 Valcarce, R., D. Stevenson, G.G. Smith, and J.W. Sigler. Discriminant Separation of Fishes: A Preliminary Study of Fish Eggs by Curie-Point Pyrolysis-Mass-Spectrometry-Chemometric Analysis. Transactions of the American Fisheries Society 120:796-802.
- Spectrum Sciences, Software, Inc., and Utah State University Foundation (Biotechnology Center) Final report on the effectiveness of white rot fungus in mineralization of explosive compounds. Logan, Utah.
- 1987 Sigler, J.W. and W.F. Sigler. History of Fish Hatchery Development in the Great Basin States of Utah and Nevada. Great Basin Naturalist 46(4): 583-594.
- 1984 Sigler, J.W., T.C. Bjornn and F.H. Everest. Effects of Chronic Turbidity on Density and Growth of Steelheads and Coho Salmon, Trans. American Fisheries Society 113(2):142-150.
- 1983 Sigler, J.W., and J.S. Tuhy, (eds). Utah Tar Sands Triangle Resource Surveys. Prepared for Santa Fe Energy/Altex Oil. W.F. Sigler & Associates Inc., Logan, Utah. 510 pp.
- 1982 Sigler, J.W., and J.S. Tuhy, (eds.). Ecological Surveys - Altex Oil Leases - Southern Utah. October 1981- September 1982. W.F. Sigler & Associates Inc., Logan, Utah. 120 pp.
- 1980 Sigler, J.W. and D.W. Reiser. Co-principal investigators, Boise National Forest Stream Habitat Surveys. Jointly responsible for planning, implementing and reporting on 125 stream site surveys.
- Sigler, J.W. Effects of Chronic Turbidity on Feeding, Growth and Social Behavior of Steelhead Trout and Coho Salmon. Paper presented to Annual Meeting of Pacific Fisheries Biologists, Ocean Shores, Wash., March 1980 and to Annual Meeting of the Idaho Chapter of the American Fisheries Society, McCall, Idaho. January 1980.
- 1975 Sigler, J.W. Survey of Waste Water Discharges at Selected Air Force Installations. Air Force Weapons Laboratory, Civil Engineering Research Division, Environics Branch. AFWL-DE-TN-75-007. Technical Note. 29 pp.
- 1974 Wooten, R.C., G.E. Meyer, J.W. Sigler, and C.L. Scott. Final Report, Ecological Study Requirements for Vandenberg Air Force Base, California. Air Force Weapons Laboratory, Civil Engineering Research Division, Environics Branch. AFWL-TR-74-129. Technical Report. 56 pp.

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- 1972 Agerton, B.M., D.D. Harrison, J.W. Sigler, and S.W. Lander. 1972. Studies to Determine the Environmental Effects of Illuminating Flare Residue. Air Force Armament Laboratory, Environmental Protection

Presentations

- 2009 Certification Requirements for Cities of Pocatello and Chubbuck: Construction Site Erosion and Sediment Control Requirements. February 2009. Instructor for 2 sessions.
- 2009 Pocatello Day Street Sacajawea Park Wetland Project. Intermountain Conference on the Environment. Idaho State University. November 6, 2009.
- 2008 Storm Water Management Perspectives. Idaho Environmental Summit. Boise, Idaho. November 18, 2008.
- 2007 Idaho State University Engineering 651 Seminar. Our River Our Choices: Today's Portneuf River. January 25, 2007.
- 2007 Our River Our Choices: The Portneuf River and Where We Might Go. Intermountain Conference on the Environment. Idaho State University. September 18-19, 2007.
- 2006 Stormwater Phase II Permits In Idaho. Pocatello: A Case Study. 2006 Association of Idaho Cities. Lewis Idaho. (with Greg Lanning).
- 2003 NEPA for New Practitioners and Managers: Presented at the National Association of Environmental Professionals (NAEP) National Meeting. Developed and taught a technical course for new managers and practitioners of environmental compliance under NEPA Regulations.

DISSERTATION RESEARCH

Title: Effects of Chronic Turbidity on Feeding, Growth, and Social Behavior of Steelhead Trout and Coho Salmon. University of Idaho. College of Forestry, Wildlife and Range Sciences. 1980.

Also published as: Sigler, J.W., T.C. Bjornn, and F.H. Everest. 1984. Effects of Chronic Turbidity on Density and Growth of Steelheads and Coho Salmon. Transactions of the American Fisheries Society. 113(2) 142-150.

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PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

- President, Rio Grande Chapter, National Association of Environmental Professionals (2004-06)
- National Association of Environmental Professionals
- National Conference Program Chair, NAEP 2006 National Conference (NAEP)
- Academy of Board Certified Environmental Professionals (CEP)
- Institute of Professional Environmental Practices (QEP)
- American Fisheries Society (*Certified Fisheries Scientist*)
- Associate Editor, North American Journal of Fisheries Management, 1991-1993

RELEVANT PROJECT MANAGEMENT EXPERIENCE

Permit Manager, Pocatello Urbanized Area National Pollutant Discharge Elimination System Permit. Pocatello, Idaho 2006 – 2010. Provide daily routine and long-term management input for the federal MS4 permit for Pocatello and other copermittees. Provide management oversight for inspection, evaluation and monitoring of all aspects of the Pocatello City storm water management program.

Project Manager, City of Pocatello Day Street Sacajawea Constructed Wetland Project, Pocatello Idaho 2007-2008. Responsible for routine and daily inspection of the construction of a \$1M constructed wetland for treatment of storm water within the City of Pocatello. Following construction of the wetland, responsible for establishing, managing and monitoring the equipment associated with sampling and monitoring requires of the Pocatello Urbanized Area federal NPDES MS4 permit.

Project Manager, Middle Rio Grande Endangered Species Act Collaborative Program Programmatic Environmental Impact Statement; New Mexico (2003–2005): Provides daily oversight of project goals and objectives, timelines, deliverables, and client interface and interaction to support the NEPA process to establish a Collaborative Endangered Species Program for the Middle Rio Grande. SWCA is preparing a programmatic EIS under the joint direction of the Bureau of Reclamation (lead federal agency), the Albuquerque District of the U.S. Army Corps of Engineers, and the New Mexico Interstate Stream Commission. Collaborating groups include 21 federal, state, and local agencies and organizations. The purpose of the Collaborative Program is to protect and improve the status of the endangered species (Rio Grande silvery minnow and southwestern willow flycatcher) in the Middle Rio Grande while simultaneously protecting existing and future water uses and complying with state and federal law, including interstate compact delivery obligations. The project area includes about 250 miles of the watershed of the Rio Grande and its tributaries in the Middle Rio Grande from the New Mexico-Colorado state line to Elephant Butte Reservoir. *Client: Bureau of Reclamation.*

Project Manager, Carlsbad Water Operations and Water Supply Conservation EIS; New Mexico (2003–2005): Provides daily oversight of NEPA process for this EIS with a

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focus on species afforded protection under the Federal Endangered Species Act and general biology. Coordinates with New Mexico Interstate Stream Commission on daily and long-term investigation requirements and developments. Responsible for development of portions of the EIS text, including impact analysis for ecological resources. *Client New Mexico Interstate Stream Commission.*

Project Manager, Canadian River Arkansas River Shiner Investigations; New Mexico (2003–2005): Provides oversight and field biology management of the investigations of the Arkansas River shiner in the Canadian River, New Mexico. Coordinates with New Mexico Interstate Stream Commission on daily and long-term investigation requirements and developments. *Client: New Mexico Interstate Stream Commission.*

Team Lead, Draft Biological Assessment for the City of Albuquerque San Juan-Chama Drinking Water EIS (2002)

Team Member, Rio Grande Silvery Minnow Refugium Design and Build Team; Fish Pro; New Mexico Interstate Stream Commission (2001)

Field Surveys for Rio Grande Silvery Minnow, Middle Rio Grande, Albuquerque, New Mexico (1999–2002)

Senior Project Ecologist, City of Albuquerque Water Resources Management Strategy Implementation and NEPA Documentation (1998–2002)

Biologist and Team Lead, Draft Biological Assessment for the City of Albuquerque San Juan-Chama Drinking Water EIS (2002): Senior aquatic scientist with responsibility for the development of all aspects of the draft biological assessment. Issues addressed several ESA-listed species and multiple state, federal, local, and private interests. *Client: City of Albuquerque, New Mexico.*

Fisheries Biologist, Rio Grande Silvery Minnow Refugium Design-Build, Fish Pro; City of Albuquerque, New Mexico (2001): Provided fishery biologist expertise in the initial design discussions for the development of a state-of-the-art refugia for this ESA-listed species. *Client: City of Albuquerque.*

Fisheries Biologist, Field Surveys for the Rio Grande Silvery Minnow, Middle Rio Grande; Albuquerque, New Mexico (1999–2002): Participated as a fisheries biologist in the field data collection of the Rio Grande silvery minnow at various locations in the Middle Rio Grande, New Mexico. *Client: City of Albuquerque.*

Senior Project Ecologist, City of Albuquerque Water Resources Management Strategy Implementation and NEPA documentation; Albuquerque, New Mexico (1998–2002): Participated as a senior aquatic ecologist in the development of implementation of the City of Albuquerque's Water Resources Management Strategy with respect to aquatic ecology and Rio Grande silvery minnow issues. *Client: City of Albuquerque.*

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Fisheries Biologist, Olympic National Forest Stream Characterization; Olympic National Forest, Washington (1993): Collected physical and biological information on 30 miles of stream. *Employer: Spectrum Sciences and Software, Inc. Client: Olympic National Forest.*

Biologist, Telluride Ski Area Environmental Impact Statement; Telluride, Colorado (1993): Third-party preparation of a draft and final EIS for expansion of ski area facilities. *Employer: Pioneer Environmental Services, Inc.; Logan, Utah. Client: Confidential.*

Biologist, Effects of Noise on Animals and Wildlife; Logan, Utah (1992): In response to client requirements, reviewed existing literature, synthesized data, and prepared draft and final reports both for clients and for internal research and development projects. *Employer: Spectrum Sciences and Software, Inc. Client: U.S. Air Force.*

Wetlands Biologist, Castle Rock Port of Entry Wetland Delineation; eastern Utah (1992): Assisted the prime contractor in the delineation of wetland for a proposed project. Work included a final report and Clean Water Act 404 permit filing. *Employer: Pioneer Environmental Services, Inc.; Logan, Utah. Client: Utah Department of Transportation.*

Wetlands Biologist, Rock Creek Visitors Center Wetland Delineation; central Utah (1992): Assisted the prime contractor in the delineation of wetland for a proposed project. Work included a final report and Clean Water Act 404 permit filing. *Employer: Pioneer Environmental Services, Inc.; Logan, Utah. Client: Confidential.*

Biologist, White Rot Fungus Remediation Project; Logan, Utah (1991–1992): Provided project management for the investigation of the use of white rot fungus to mineralize pollutants, including energetics (explosives) on military reservations. *Employer: Spectrum Sciences and Software, Inc. Client: Confidential.*

Internal Research and Development (Corporate): Conducted internal research and development involving plant assimilation of heavy metals and wetland assimilation of pollutants. Work included literature surveys, white paper preparation, and draft research proposals and approaches. *Employer: Spectrum Sciences and Software, Inc. Client: Confidential.*

Biologist, BASH DNA Project; Logan, Utah and Washington, D.C. (1991): Provided project development and management to complete a preliminary determination of the efficacy of DNA to identify birds involved in air strikes by Bird Aircraft Strike Hazard Team. *Employer: Spectrum Sciences and Software, Inc. Client: Confidential.*

Fisheries Biologist, Fish Pyrolysis Experiment; Logan, Utah (1991): Devised and managed a short-term study of existing procedure, Curie-Point Pyrolysis-Mass Spectrometry-Chemometric Analysis for Discriminant Separation of Fish Eggs (species definition). *Employer: Spectrum Sciences and Software, Inc. Client: Confidential.*

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Project Manager, Land Tenure Adjustment, Edwards Air Force Base, California (1986): Project manager for a 3.7-million-acre land tenure adjustment in support of the Air Staff and Edwards Air Force Base, California. The project involved an EIS and Environmental Impact Report. *Client: BLM, Barstow Resource Area, Air Force Flight Test Center.*

Biologist, Natural Resource Surveys; Arizona Strip, Arizona (1985–1986): Performed ecological investigations of four potential mine sites in the Arizona Strip. *Employer: Spectrum Sciences and Software, Inc. Client: Energy Fuels Nuclear, Inc.*

SAI Project Coordinator and Fisheries Principal Investigator, Investigations on the Effects of the Northwestern Pacific Rail Line Abandonment on Anadromous Fish Stocks; Eel River, California (1984). *Employer: W.F. Sigler & Associates, Inc. (defunct). Client: Interstate Commerce Commission, Washington, D.C.*

Utah Tar Sands Triangle Resource Surveys (1982–1983): W.F. Sigler & Associates Inc., Logan, Utah. 510 pp. and Ecological Surveys - Altex Oil Leases - Southern Utah. October 1981-September 1982. W.F. Sigler & Associates Inc., Logan, Utah. 120 pp. *Employer: W.F. Sigler & Associates, Inc. (defunct). Client: Santa Fe Energy/Altex Oil.*

Research and Literature Review (1982–1983): Conducted research and literature review in support of a 425-page popular text on fishes of the Great Basin including history, T/E status, and life histories. *Employer: W.F. Sigler & Associates, Inc. (defunct). Client: University of Nevada Press.*

Ecological and Fisheries Consultant, Expert Witness; Truckee River - Pyramid Lake Ecosystem (1980–1987). *Employer: W.F. Sigler & Associates, Inc. (defunct). Client: U.S. Justice Department.*

Co-principal Investigator, Boise National Forest Stream Habitat Surveys; Idaho (1980): Provided study design, data collection, and compilation. *Self-employed. Client: Boise National Forest.*

Fisheries Biologist, Trout/Salmon Investigation (1977–1980): Investigation and quantification of reduction of feeding, growth, and competitive capability in steelhead trout and coho salmon fry exposed to 25 - 200 NTU of chronic turbidity. *Ph.D. Research and Dissertation.*

Aquatic Biologist; Lake Powell Research Project; Lake Powell, Utah–Arizona (1975–1976): Utilization of adenosine triphosphate (ATP) as a parameter in investigations of periphyton ecosystem dynamics and structure. *Employer: University of New Mexico (also early Ph.D. work). Client: Research Associated with National Needs (RANN).*

Project Scientist (1973–1975): Determination of the toxic properties of chemicals and materials involved with or generated by the testing of conventional weapons systems at the U.S. Air Force Armament Laboratory. *Employer: U.S. Air Force.*

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Project Scientist (1972–1973): Provided bioassay and chemical analysis in support of Environmental Impact Assessments and Statements. Utilization of chronic flow through and static bioassays in aquatic ecosystems for the determination of the toxic properties of unique Air Force waste products. *Employer: U.S. Air Force.*

Aquatic Biologist (1968–1969): Creel surveys and life history studies of western states cold water fish species. *Employer: Utah Division of Wildlife Resources.*

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