

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

CORPS OF ENGINEERS, U.S. ARMY

WALLA WALLA DISTRICT

ENGINEERING DIVISION

F & M

BRANCH

SURVEY

SECTION

PROJECT DWORSHAK DAM, FREEMAN CREEK STATE PARK

SUBJECT CAMP GROUP NO-1, WATER USE AREA

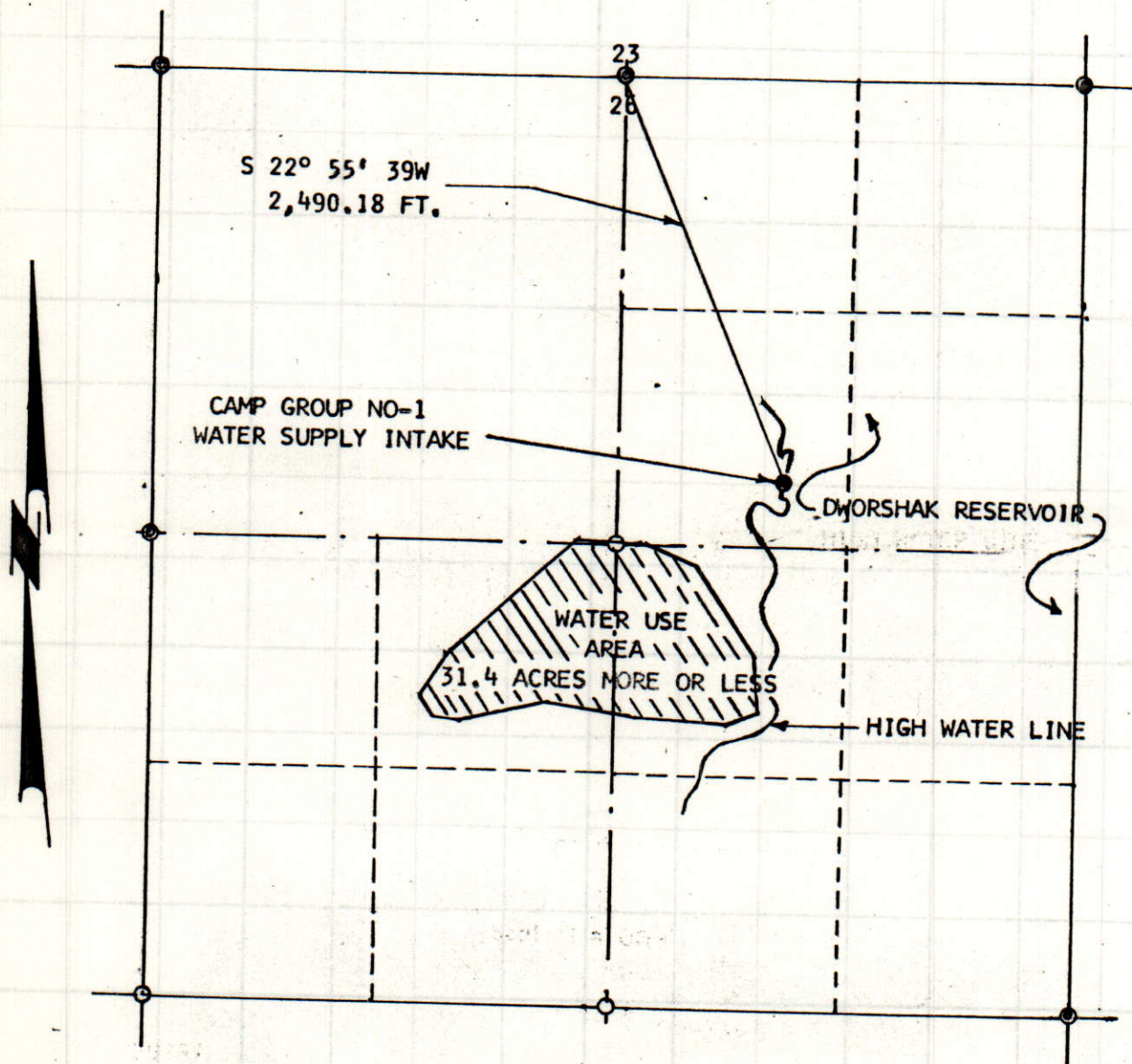
BY WILSON DATE 2-9-79 CHECKED STOKER

PART

PAGE

OF

SECTION 26 TOWNSHIP 38N RANGE 1E, BOISE MERIDIAN
CLEARWATER COUNTY, IDAHO



Scale 1"=1000'

THE WATER USE AREA FOR CAMP GROUP NO-1 WATER SUPPLY INTAKE IS LOCATED IN THE NE 1/4, SW 1/4 AND IN THE NW 1/4, SE 1/4, ALL IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CLEARWATER COUNTY, IDAHO. BASED ON SCALED COORDINATES AND DISTANCES, THE WATER USE AREA IS COMPUTED TO CONTAIN 31.4 ACRES MORE OR LESS.

NPD Form
June 1962 7A O/P-1

Clearprint

RP
Translucent Grid

Incl 1

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Harold Buerstatte
(Applicant)

HAROLD BUERSTATTE
Chief, Real Estate Division
Walla Walla District, Corps of Engineers

PROJECT DWORSHAK DAM, FREEMAN CREEK STATE PARKSUBJECT LOCATION OF WATER SUPPLY INTAKE, GROUP CAMP NO.-1BY WILSON DATE 1-30-79 CHECKED STOKER

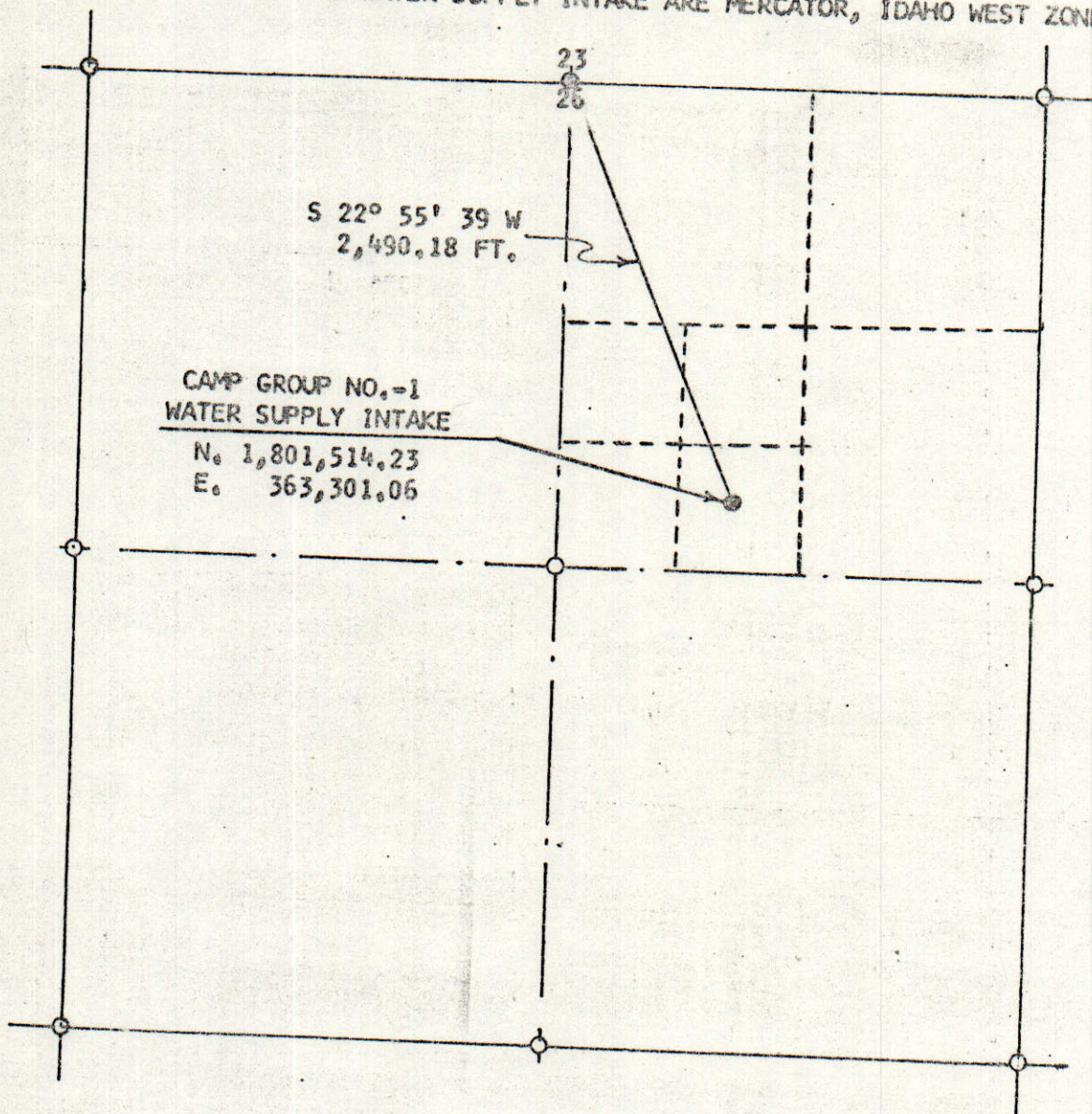
PART 1

PAGE 1

OF 1

SECTION 26 TOWNSHIP 38N RANGE 1E, BOISE MERIDIAN
CLEARWATER COUNTY, IDAHO

COORDINATES OF THE WATER SUPPLY INTAKE ARE MERCATOR, IDAHO WEST ZONE.



THE WATER SUPPLY INTAKE IS LOCATED IN THE SE 1/4, SW 1/4,

DESCRIPTION: NE 1/4, SECTION 26, T. 38 N., R. 1 E., BOISE MERIDIAN, CLEAR-
WATER COUNTY, IDAHO, FROM THE NORTH 1/4 CORNER OF SECTION 26, THE
WATER INTAKE LAYS S 22° 55' 39" W, A DISTANCE OF 2,490.18 FT.

ENGINEERING DIVISION

F&M

BRANCH

VEY

SECTION

PROJECT DWORSHAK DAM AND RESERVOIR, North Fork Clearwater River, IdahoSUBJECT Recreation Facilities, Freeman Creek State Park, Water Supply Intake

BY Wilson

DATE 11-7-78

CHECKED

Saldin, Stoker

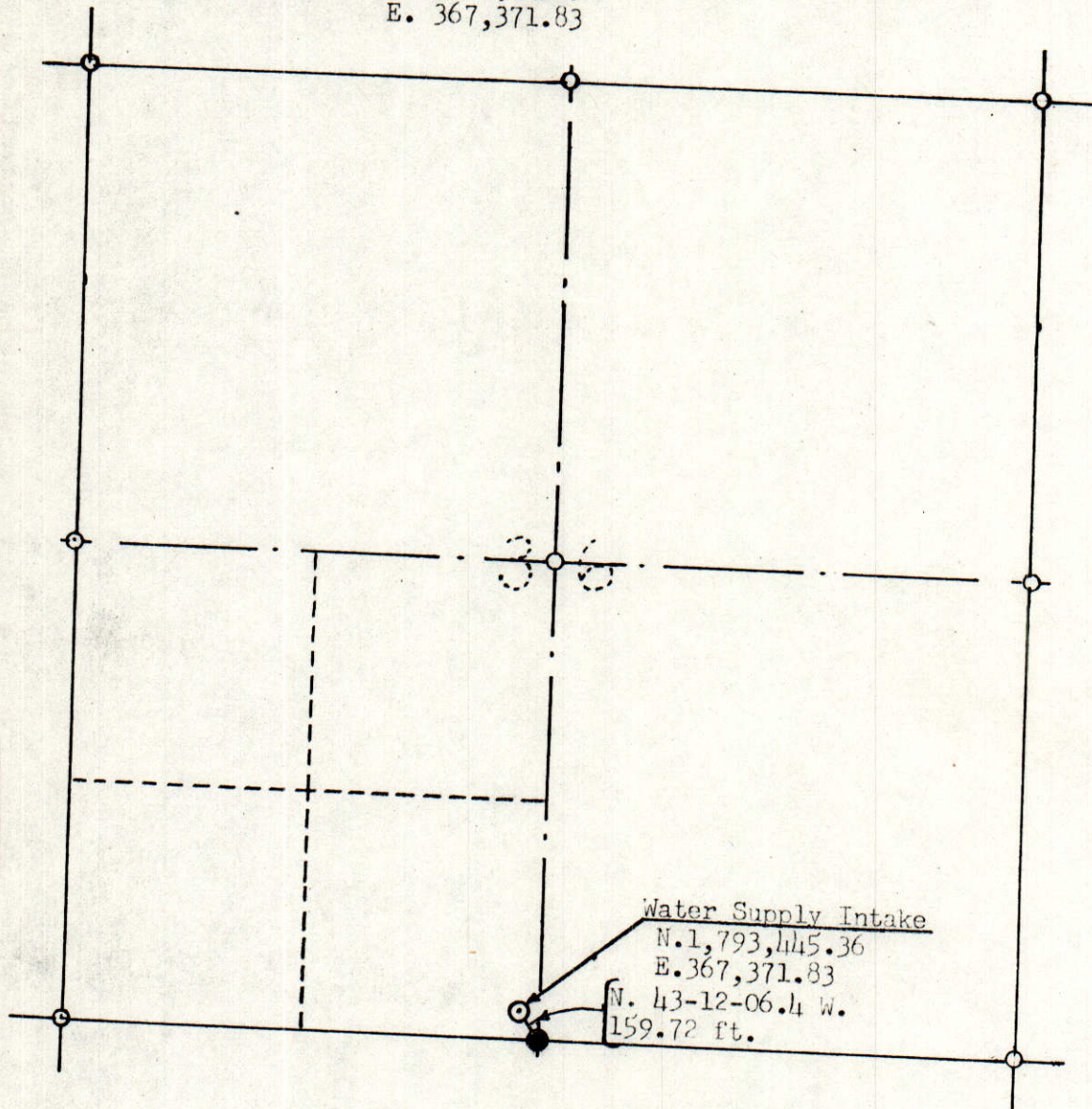
PART

1

PAGE

1

OF 1

SECTION 36 TOWNSHIP 38N RANGE 1E, Boise MERIDIAN
Clearwater COUNTY, IdahoThe Mercator, Idaho West Zone Coordinates for the Freeman Creek Water
Supply Intake are---N.1,793,445.36
E. 367,371.83

Scale 1"=1000'

NPD Form
June 1962 7A O/P-1

Clearprint

RP

Translucent Grid

DESCRIPTION: The Freeman Creek State Park Water Supply Intake is located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, Township 38 North, Range 1 East of the Boise Meridian. It lays N.43-12-06.4 W., a distance of 159.72 ft from the South $\frac{1}{4}$ Corner of said Section 36.

Encl 3

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, }
County of Clearwater } ss.

Nancy Noble

being first duly sworn, on oath, deposes and says:

That I am and at all times herein mentioned have been a citizen of the United States and of the State of Idaho, over 21 years of age, and that I am not a party to nor interested in the above entitled proceeding; that I am and at all times herein mentioned have been the Editor, Foreman, of THE CLEARWATER TRIBUNE: That said Clearwater Tribune is a newspaper of general circulation, printed and published weekly at Orofino, in the County of Clearwater and State of Idaho; that the Clearwater Tribune has been continuously and uninterruptedly published in Clearwater County, Idaho during the period of seventy-eight consecutive weeks prior to the first publication of attached copy of

Notice of Application for
Water Rights

That said Notice

of which the annexed is a full, true and correct printed copy, was published in the regular and entire issue of said newspaper, and not in any supplement thereof, for full period of two consecutive issues commencing on the 29th day of March, 19 79, and ending on the 5th day of April, 1979

Nancy Noble

Subscribed and sworn to before me this 11th day of April, 19 79

[Signature]

NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO
RESIDING AT OROFINO THEREIN

NOTICE OF APPLICATION FOR WATER RIGHTS

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

83-7029

United States of America
Army Corps of Engineers,
Bldg 602, City-County Airport,
Walla Walla, Wa 99362.

Source: North Fork Clearwater River tributary to Clearwater River.

Date Filed: 03/13/1979

Amount: 0.10 CFS

Diversion Point: SESW Sec 36

T 38N R 01E, Clearwater Co.

Use: Domestic (0.10 CFS)

from 01/01 to 12/31

Place of Use: SESW, NE-SW, SENW, SWNW, SWNE, NWSW, Sec 01 T 37N R 01E.
Diversion Means: Intake, Filter, Chlorinator, and Tank

83-7028

United States of America
Army Corps of Engineers,
Bldg. 602 City-County Airport,
Walla Walla, Wa 99362.

Source: North Fork Clearwater River tributary to Clearwater River.

Date Filed: 03/16/1979

Amount: 0.10 CFS

Diversion Point: SWNE Sec 26

T 38N R 01E, Clearwater Co.

Use: Domestic (0.10 CFS)

from 01/01 to 12/31.

Place of Use: NESW, NWSE, Sec 26 T 38N R 01E

Diversion Means: Intake, Chlorinator and Tank.

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 4055 Gov't Way, Coeur d'Alene, Id. 83814 on or before April 16, 1979.

C. Stephen Allred, Director
3-29;4-5c

RECEIVED

APR 20 1979

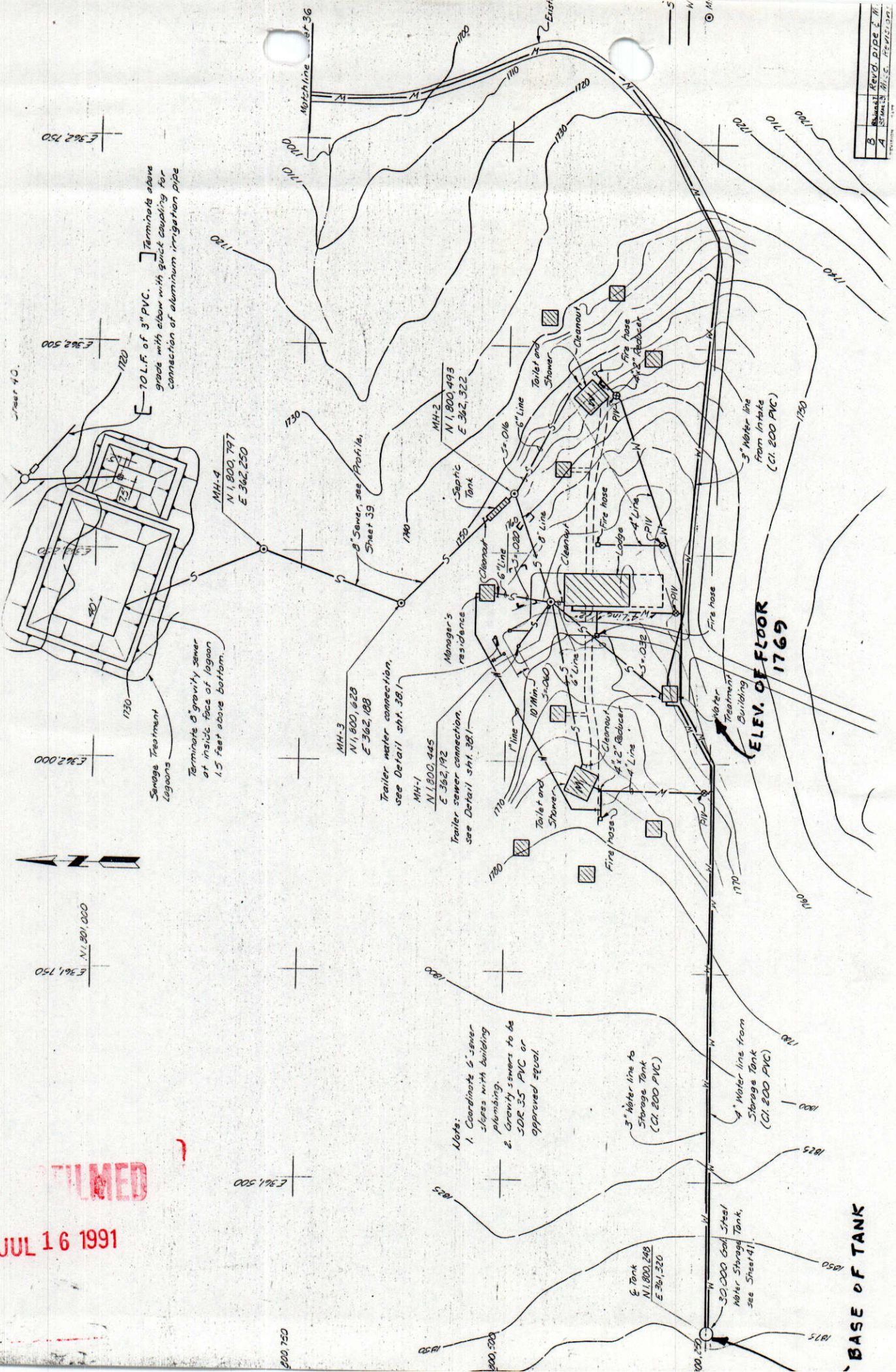
Department of Water Resources
Northern District Office

MICROFILMED

RECEIVED

JUL 16 1991

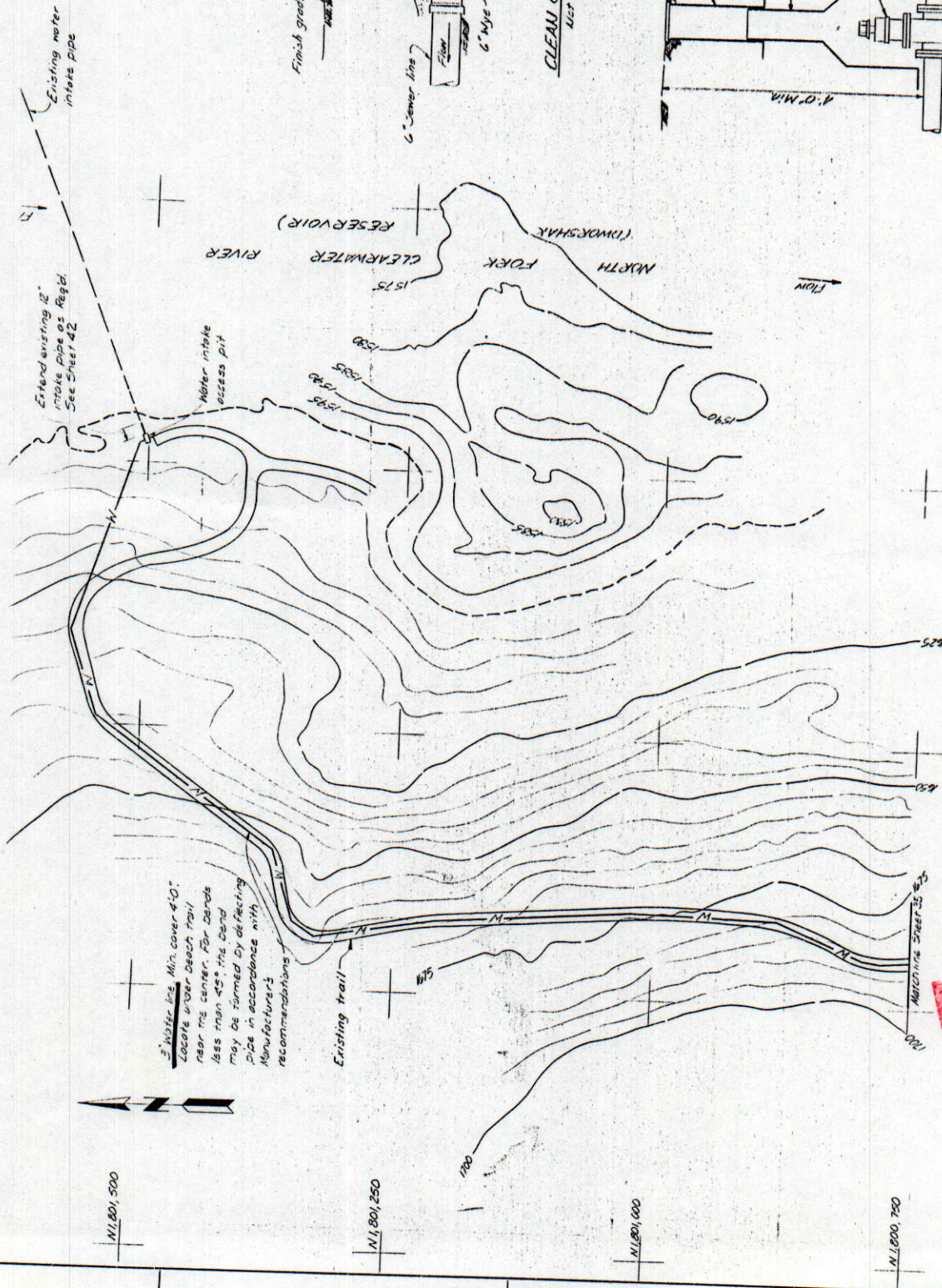
3	Revised	Rev'd pipe & H.
4	Revised	Rev'd pipe & H.
5	Revised	Rev'd pipe & H.
6	Revised	Rev'd pipe & H.



- Notes:
1. Coordinate & sewer slopes with building plumbing.
 2. Gravity sewers to be SDR 35 PVC or approved equal.

ELEV. OF FLOOR 1769

BASE OF TANK



3" Water line, Min. cover 4'-0"
Locate under each trail
near the center. For bands
less than 45° the band
may be formed by deflecting
pipe in accordance with
manufacturer's
recommendations

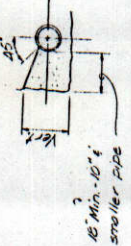
Existing trail

Water intake
access pit

Extend existing 12"
intake pipe as Reg'd.
See Sheet 42

Existing water
intake pipe

PLAN - BEND

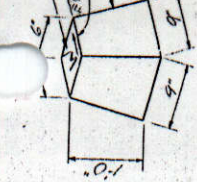


ELEVATION - BENDS & TEES

THRUST BLOCK

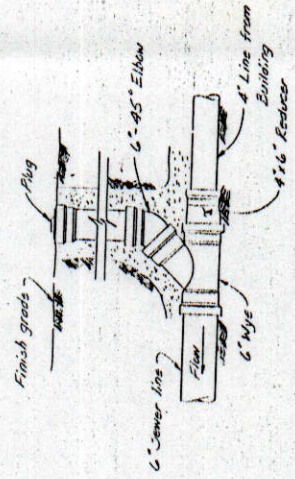
Not to Scale

Top shall be marked in 2
letter "W" for domestic
water, "S" for
sewer



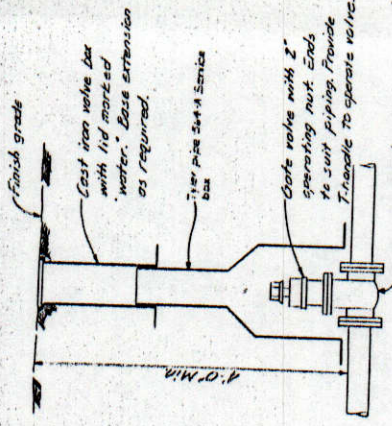
UTILITY MARK

Not to Scale



CLEAN OUT DETAIL

Not to Scale



BURIED VALVE DETAIL

Not to Scale

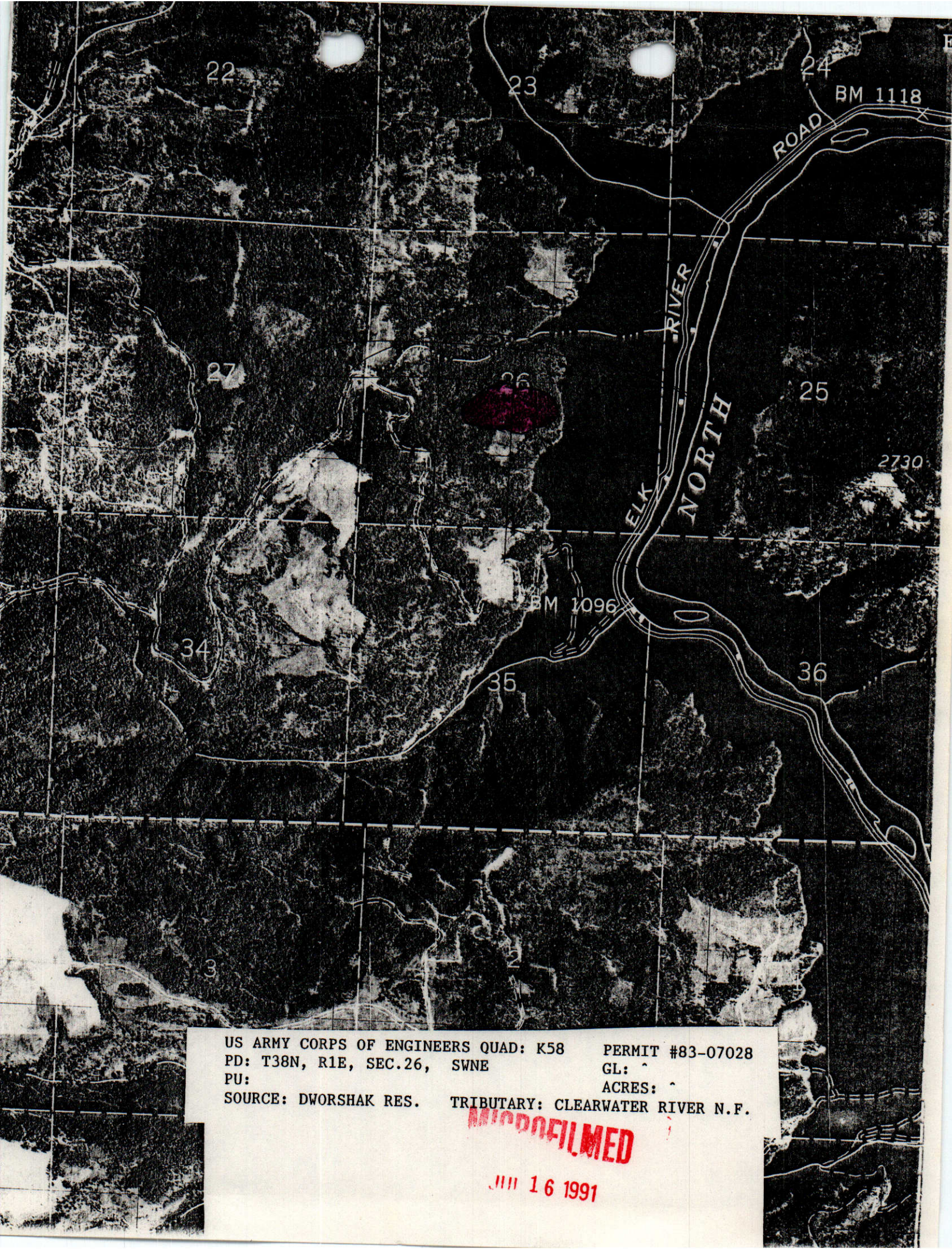
WATER LINE PLAN

SCALE IN FEET
1" = 100'

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JUL 16 1991

DATE	10/1/80
BY	W. J. Dwyer
CHECKED BY	W. J. Dwyer
APPROVED BY	W. J. Dwyer
PROJECT NO.	10000
SHEET NO.	10000
TITLE	WATER LINE PLAN
CLIENT	DWORS NORTH
LOCATION	THRI



US ARMY CORPS OF ENGINEERS QUAD: K58

PD: T38N, R1E, SEC.26, SWNE

PU:

SOURCE: DWORSHAK RES.

PERMIT #83-07028

GL: ^

ACRES: ^

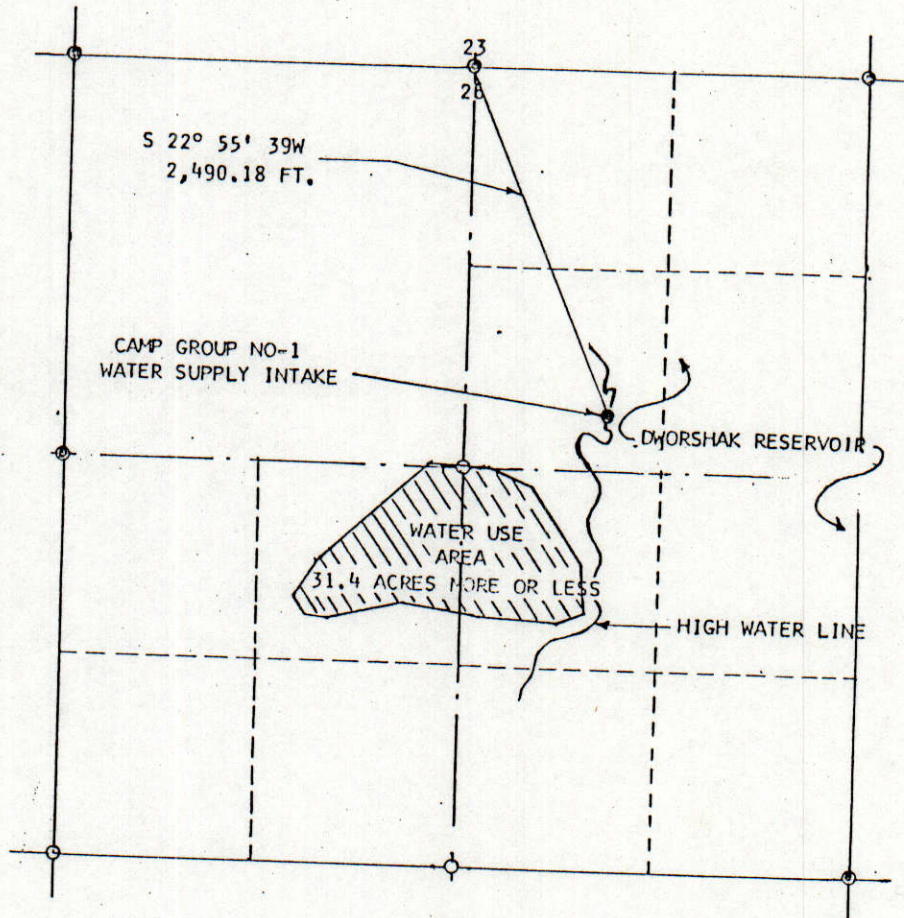
TRIBUTARY: CLEARWATER RIVER N.F.

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1111 16 1991

11. Map of proposed project. show clearly the proposed point of diversion, place of use, section number,

CORPS OF ENGINEERS, U.S. ARMY
ENGINEERING DIVISION F & M BRANCH SURVEY SECTION
PROJECT DWORSHAK DAM, FREEMAN CREEK STATE PARK
SUBJECT CAMP GROUP NO-1, WATER USE AREA
BY WILSON DATE 2-9-79 CHECKED STOKER PART PAGE OF
SECTION 26 TOWNSHIP 38N RANGE 1E, BOISE MERIDIAN
CLEARWATER COUNTY, IDAHO



Scale 1" = 1000'

THE WATER USE AREA FOR CAMP GROUP NO-1 WATER SUPPLY INTAKE IS LOCATED IN THE NE 1/4, SW 1/4 AND IN THE NW 1/4, SE 1/4, ALL IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CLEARWATER COUNTY, IDAHO. BASED ON SCALED COORDINATES AND DISTANCES, THE WATER USE AREA IS COMPUTED TO CONTAIN 31.4 ACRES MORE OR LESS.

NPD Form
June 1962 7A O/P-1

Clearprint
RP
Translucent Grid

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Harold E. ...
(Applicant)
HAROLD E. ...
Chief, Real Estate Division
Walla Walla District, Corps of Engineers

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JUL 16 1991

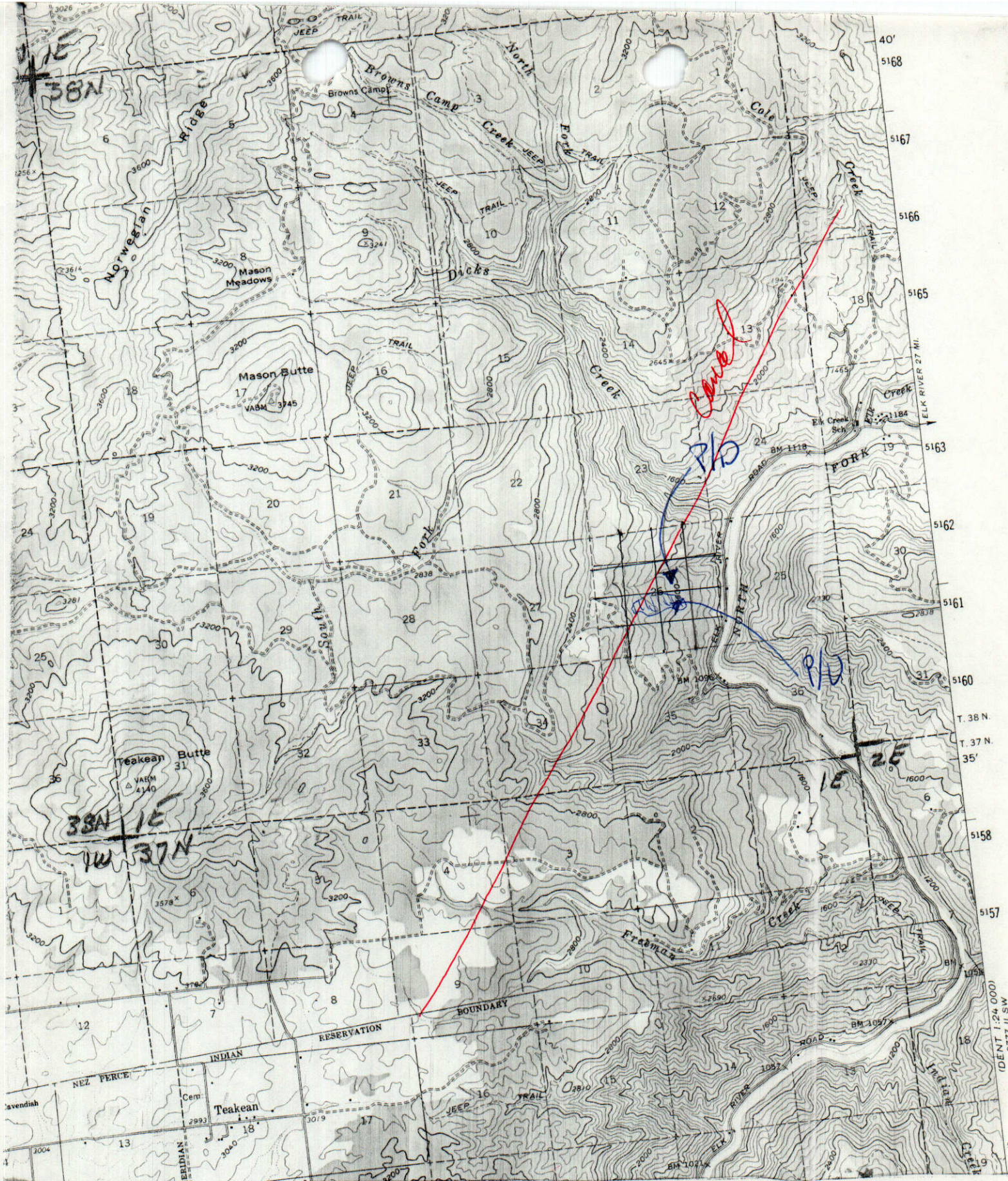


RECEIVED
JUL 16 1991



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JUL 16 1991



TWP. 38N, RGE. 1E SEC. 26
DATE OF EXAM 8/12/86

MAP # K 58
MICROFILMED
JUL 16 1991

MAP SCALE _____
PERMIT # 83-7028

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 83-07028

Priority: March 29, 1979

Maximum Diversion Rate:
Maximum Diversion Volume:¹

0.05 CFS
6.8 AF

This is to certify, that U.S. DEPT. OF DEFENSE
DEPT. OF ARMY
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WA 99362

has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated March 16, 1979; and
has submitted Proof of Beneficial Use on January 27, 1986. An examination indicates
that the works have a diversion capacity of .050 cfs of water from:

CLEARWATER RIVER, NORTH FORK tributary to CLEARWATER RIVER

source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
DOMESTIC	01/01 to 12/31	0.05 CFS	6.8 AF

LOCATION OF POINT(S) OF DIVERSION:

SWNE , Sec. 26, Township 38N, Range 01E
CLEARWATER County

PLACE OF USE: DOMESTIC

TWN RGE SEC

38N 01E 26

NESW

NWSE

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. Domestic use is for Three Meadows Group Camp.

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JUL 16 1991

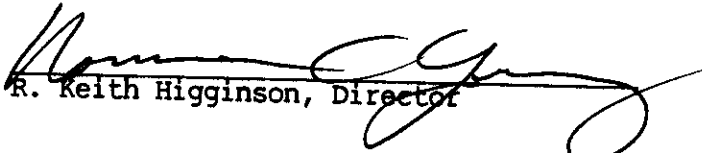
State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 83-07028

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this 6TH
day of JUNE, 1991.

Acting for


R. Keith Higginson, Director

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JUL 16 1991

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PERMIT	)	
	)	
NO. 83-7028 IN THE NAME	)	ORDER OF REINSTATEMENT
	)	
OF U.S. DEPT. OF ARMY	)	

This matter having come before the Department of Water Resources (Department) as a result of preparing Permit No. 83-7028 for the issuance of a license, the Department finds, concludes and orders as follows:

FINDINGS OF FACT

1. On May 7, 1979 the Department approved Application for Permit No. 83-7028 to appropriate the public waters of the State of Idaho.

2. On August 12, 1986 the Department conducted a field inspection of the system and the permit was recommended for cancelling based upon the appearance that the system had not been used for domestic purposes and, therefore, no beneficial use was found.

3. On September 14, 1987 the Department issued an order voiding the permit for failure to place the water to beneficial use.

4. Based upon information received from the permit holder in response to the order, a re-examination of the system was conducted and it was determined that water has in fact been used for domestic purposes and a license should be issued accordingly.

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JUL 16 1991

CONCLUSIONS OF LAW

1. The permit should be reinstated with an advancement being made in priority according the number of days the examination fee was late. This calculation should be reflected in the date of priority listed on the issued license.

2. The order voiding the permit should be rescinded.

ORDER

IT IS HEREBY ORDERED that Permit No. 47-7679 is REINSTATED.

IT IS FURTHER ORDERED that the order voiding the permit is RESCINDED and a water right license will be issued.

Dated this 6th day of June, 1991.


Chief, Water Allocation Bureau

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JUL 16 1991

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

IN THE MATTER OF PERMIT
NO. 83-7028 IN THE NAME
OF U.S. DEPT. OF ARMY,
CORPS OF ENGINEERS

ORDER VOIDING PERMIT

This matter having come before the Department of Water Resources as a result of an investigation by the Department to determine the extent of beneficial use of water, the Department makes the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

1. On March 16, 1979, U.S. Dept. of Army, Corps of Engineers applied to the Department of Water Resources for a permit to appropriate 0.1 cfs of water from Dworshak Reservoir tributary to N. Fork Clearwater River within the SWNE, Sec. 26, T38N, R1E, B.M., Clearwater County, to be used for domestic purposes.
2. On May 7, 1979, the Department approved the Application for Permit.
3. On January 27, 1986, the Department received Proof of Beneficial Use for the permit.
4. On August 12, 1986, the Department conducted a field examination and the examiner's report indicated that water had not been diverted for a beneficial use.
5. The provisions of Section 42-219, Idaho Code, authorize the Director of the Department of Water Resources to void permits for which the applicant has not fully complied with the law and the conditions of the permit.

JUL 16 1991

6. On July 14, 1987, the Department sent a Notice of Pending Order Voiding Permit, to the permit holder, requesting him to relinquish the permit because of failure to place the water to beneficial use as conditioned on the permit.

7. No response to the Notice of Pending Order Voiding Permit was received from the permit holder within the time period allowed for response.

CONCLUSIONS OF LAW

1. Section 42-219, Idaho Code, states:

In the event that the Department shall find that the applicant has not fully complied with the law and the conditions of the permit, it may issue a license for that portion of use which is in accordance with the permit, or may REFUSE issuance of a license and VOID the permit.

2. Permit No. 83-7028 required that the permit holder complete construction of works and application of water to the proposed beneficial use within 7.5 years of approval of the permit.

3. Upon examination of the Department of Water Resources, it is evident that the permit holder has failed to complete construction of works and application of water to the proposed beneficial use as required by the permit, and, under Section 42-219, Idaho Code, has wilfully and intentionally failed to comply with the conditions of the permit.

4. The permit should be voided pursuant to Section 42-219, Idaho Code.

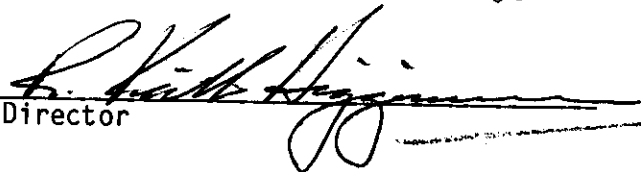
ORDER

IT IS HEREBY ORDERED that Permit No. 83-7028 is VOIDED and issuance of a license is REFUSED under Section 42-219, Idaho Code.

Dated this 14TH day of SEPTEMBER, 1987.

MAILED

JUL 16 1991


Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

For Office Use Only
Fee Received 15.00
Date 1-11-82
Receipt # 21666
RECEIVED

REQUEST FOR EXTENSION OF TIME

To provide additional time in which to submit
proof of beneficial use on a water right permit

DEC 14 1981

Department of Water Resources

U.S. Army Corps of Engineers

Bldg. 602, City-County Airport

(Name)

of Walla Walla, WA 99362

(Address)

~~XXXXX~~

Fed. Govt.

, deposes and says:

That he is the holder, or the duly authorized agent of the holder*, of Permit to Appropriate the Public Water of the State of Idaho No. 83-7028

That under the terms and conditions of said permit, work thereunder was required to be completed on or before December 1, 19 81

That he has heretofore performed the following work described under said permit: _____

(This must be filled out! If no work has been completed put none.)

Intake pipes have been built.

Costing \$ _____

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit:

Construction plans were delayed indefinitely after it was learned that no funds for operation and maintenance of the recreation facility were included in Idaho Dept. of Parks and Recreation for Idaho fiscal years 1980 and 1981.

Wherefore, he asks that the Department of Water Resources extend the time for the completion of obligations under said permit to December 1, 19 86.
(1 yr. minimum, 5 yrs. maximum)

NOTE

AS OF JULY 1, 1980,
THERE IS A \$15.00
CHARGE FOR REQUESTS
FOR EXTENSION OF
TIME.

Allen L. Baim

ALLEN L. BAIM

(Signature)*

~~Chief, Real Estate Division~~

_____, Attorney of Attorney must be supplied.

Walla Walla District, Corps of Engineers

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above application for extension of time be APPROVED and the time within which to submit the statement of beneficial use is extended to December 1, 1986.

IT IS FURTHER ORDERED that the permit be REINSTATED and the priority advanced to March 29, 1979, pursuant to Section 42-218a, Idaho Code.

Signed this 13th day of January, 19 82.

A. Glen Saxton

Chief, Operations Bureau

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant U. S. Department of Army, Corps of Engineers, Walla Walla District Phone (509) 525-5500

Post office address Bldg. 602, City-County Airport, Walla Walla, WA 99362

2. Source of water supply Reservoir behind dam which is a tributary of North Fork Clearwater River

3. Location of point of diversion is SE 1/4 of SW 1/4 of NE 1/4 of Section 26 Township 38N

Range 1E B.M. Clearwater County, additional points of diversion if any: From
The north 1/4 corner of Section 26, it lays S22° -55'39" W., a distance of 2,490.18 ft.
Mercator, Idaho West Zone Coordinates are N 1,801,514.23 E 363,301.06.

4. Water will be used for the following purposes:

Amount 0.1 for Domestic purposes from 1 Jan to 31 Dec (both dates inclusive)
(cfs or acre-feet per annum)

Amount for purposes from to (both dates inclusive)
(cfs or acre-feet per annum)

Amount for purposes from to (both dates inclusive)
(cfs or acre-feet per annum)

Amount for purposes from to (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

a. 0.1 cubic feet per second and/or b. 3.9 acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Water to be pumped from the intake,
filtered and chlorinated before discharged into a 30,000 gal steel tank. The water
shall be distributed from the tank by gravity to the points of use.

b. Height of storage dam N/A feet, active reservoir capacity -- acre-feet; total reservoir
capacity -- acre-feet, materials used in storage dam: --

Period of year when water will be diverted to storage -- to -- inclusive.
(Month/Day) (Month/Day)

c. Proposed well diameter is -- inches; proposed depth of well is -- feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial
use is 2.5 years (minimum 1 year - maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation:

* (1) Give the place of use of water: -- 1/4 of -- 1/4 of Section -- Township --
Range -- B.M. See item #11

(2) Amount of power to be generated: -- horsepower under -- feet of head.

(3) List number of each kind of livestock to be watered --

(4) Name of municipality to be served Group Camp No. 1, or number of families to be
supplied with domestic water See remarks.

(5) If water is to be used for other purposes describe: First aid, fire protection

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8-1-2 * SP

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Total number of acres to be irrigated 0

c. Describe any other water rights used for the same purposes as described above. None

9. a. Who owns the property at the point of diversion Federal Government

b. Who owns the land to be irrigated or place of use Federal Government

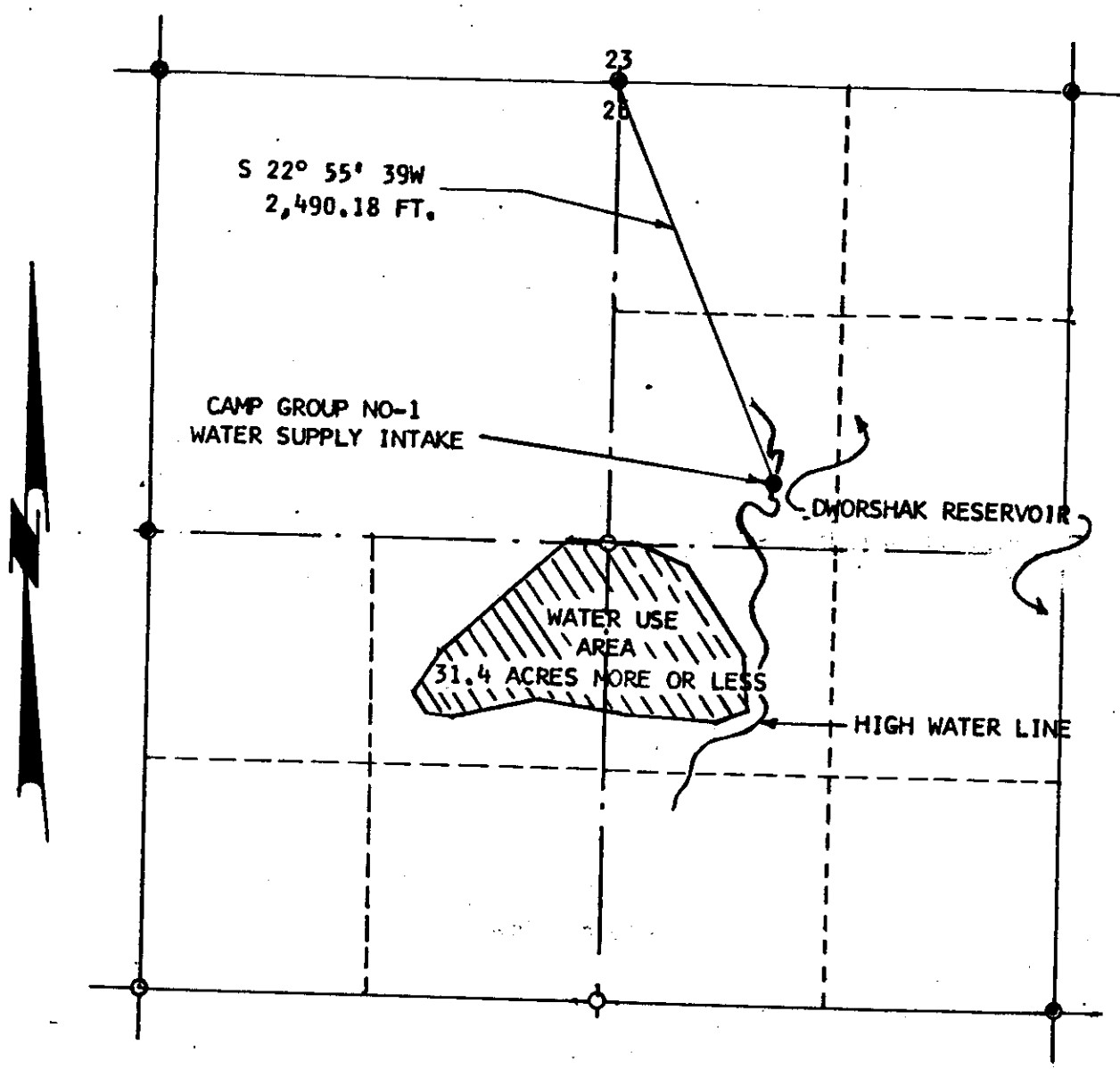
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing N/A

10. Remarks Three Meadows Group Camp Intake Structure, Dworshak Dam and Reservoir

Re: 8(4) The water supply to serve one caretaker family and group facilities for 100 people.

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number,

CORPS OF ENGINEERS, U.S. ARMY
ENGINEERING DIVISION F & M BRANCH SURVEY SECTION
PROJECT DWORSHAK DAM, FREEMAN CREEK STATE PARK
SUBJECT CAMP GROUP NO-1, WATER USE AREA
BY WILSON DATE 2-9-79 CHECKED STOKER PART PAGE OF
SECTION 26 TOWNSHIP 38N RANGE 1E, BOISE MERIDIAN
CLEARWATER COUNTY, IDAHO



Scale 1"=1000'

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NPD Form
June 1962 7A O/P-1
Clearprint
RP
Translucent Grid

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

(Applicant)
HAROLD BUERSTATTE
Chief, Real Estate Division
Walla Walla District, Corps of Engineers

Proposed Priority 3-16-79

Received by pm Date 3/16/79 Time 12:50pm

Preliminary check by PR Fee \$ 20.00

Receipted by pm Date 3/19/79 (13459)

Publication prepared by pm Date 3/22/79

Published in Clearwater Tribune

Publication dates 3/29 - 4/5/79

Publication approved pm Date 4/10/79

Protests filed by: none

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by RTA S.S.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 83-7028, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before December 1, 19 81.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. Other: _____

Witness my hand this 7th day of May, 19 79.

J. Glen Saxton
Chief, Operations Bureau

PROJECT DICKSHAW DAM, FREEMAN CREEK STATE PARKSUBJECT LOCATION OF WATER SUPPLY INTAKE, GROUP CAMP NO.-1BY WILSON DATE 1-30-79 CHECKED STOKER

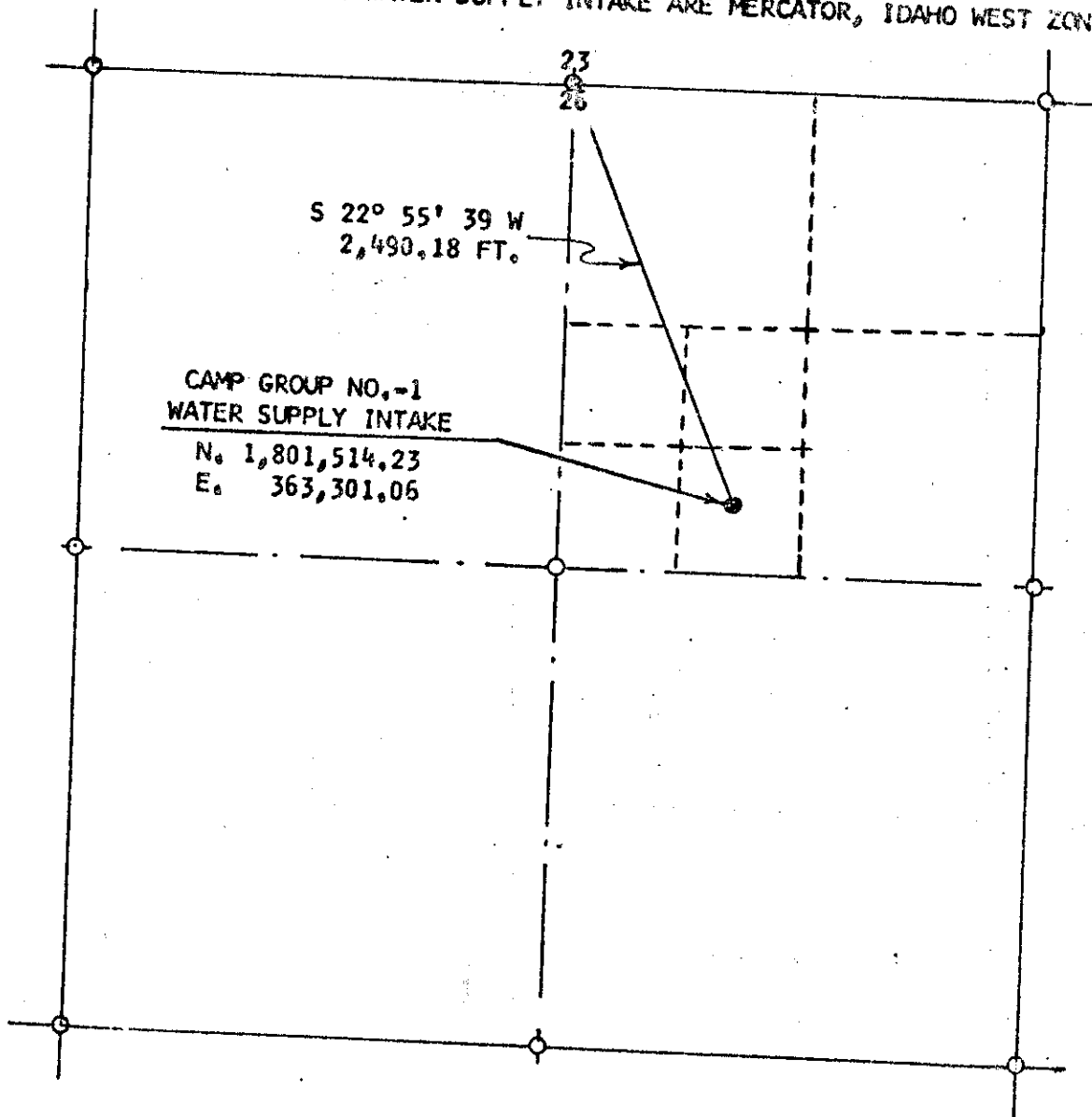
PART 1

PAGE 1

OF 1

SECTION 26 TOWNSHIP 38N RANGE 1E, BOISE MERIDIAN
CLEARWATER COUNTY, IDAHO

COORDINATES OF THE WATER SUPPLY INTAKE ARE MERCATOR, IDAHO WEST ZONE.



Scale 1"=1000'

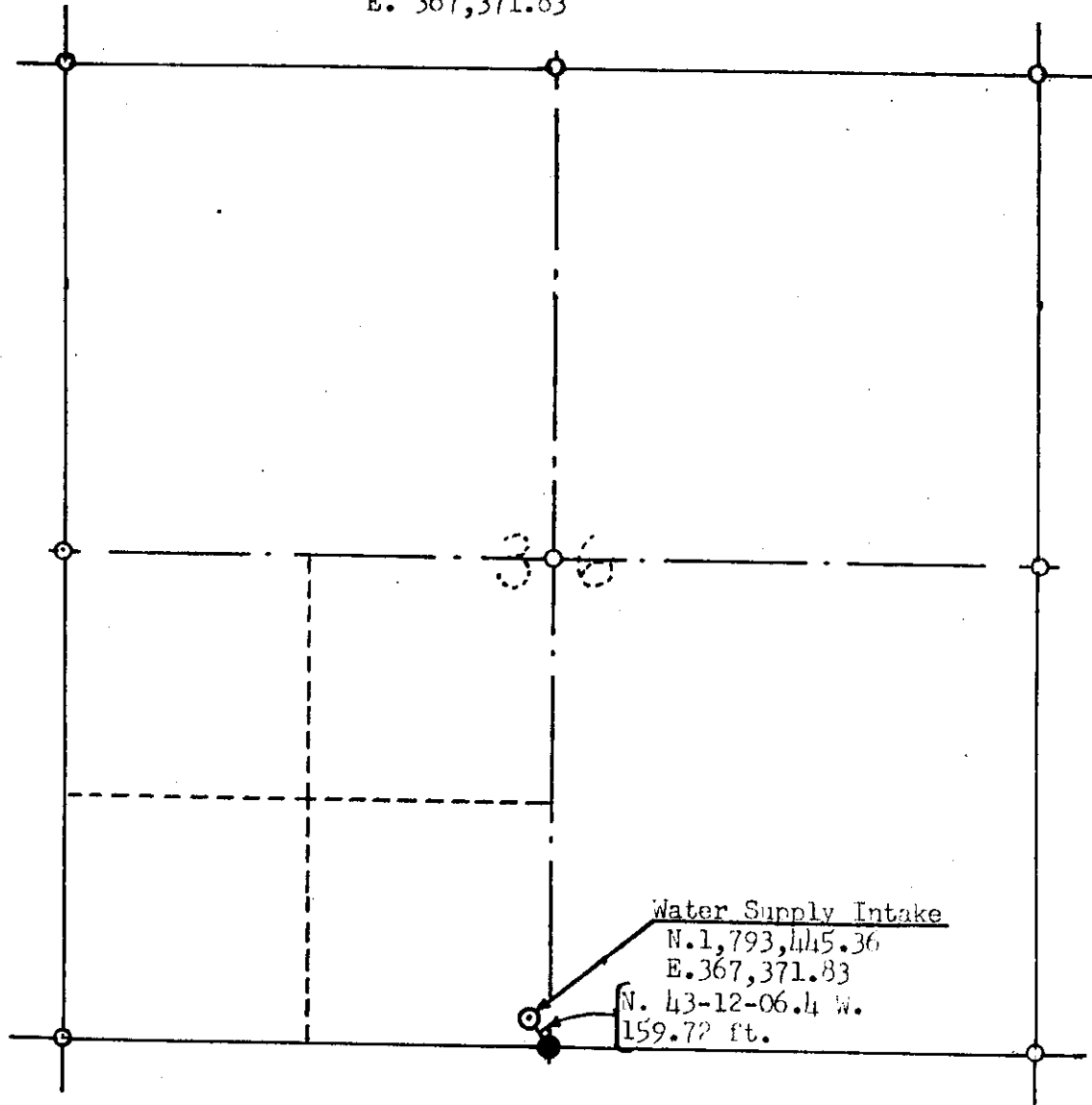
THE WATER SUPPLY INTAKE IS LOCATED IN THE SE 1/4, SW 1/4,
DESCRIPTION: NE 1/4, SECTION 26, T. 38 N., R. 1 E., BOISE MERIDIAN, CLEARWATER COUNTY, IDAHO, FROM THE NORTH 1/4 CORNER OF SECTION 26, THE
WATER INTAKE LAYS S 22° 55' 39" W., A DISTANCE OF 2,490.18 FT.

ENGINEERING DIVISION

FPM

BRANCH

SECTION

PROJECT EMWORSNAK DAM AND RESERVOIR, North Fork Clearwater River, IdahoSUBJECT Recreation Facilities, Freeman Creek State Park, Water Supply IntakeBY Wilson DATE 11-7-78 CHECKED Saldin, Stoker PART 1 PAGE 1 OF 1SECTION 36 TOWNSHIP 38N RANGE 1E, Boise MERIDIAN
Clearwater COUNTY, IdahoThe Mercator, Idaho West Zone Coordinates for the Freeman Creek Water Supply Intake are---N.1,793,445.36
E. 367,371.83

Scale 1"=1000'

NPD Form
June 1962 7A O/P-1

Clearprint

RP
Translucent Grid

DESCRIPTION: The Freeman Creek State Park Water Supply Intake is located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, Township 38 North, Range 1 East of the Boise Meridian. It lays N.43-12-06.4 W, a distance of 159.72 ft from the South $\frac{1}{4}$ Corner of said Section 36.

Encl 3

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, }
County of Clearwater } ss.

Nancy Noble

being first duly sworn, on oath, deposes and says:

That I am and at all times herein mentioned have been a citizen of the United States and of the State of Idaho, over 21 years of age, and that I am not a party to nor interested in the above entitled proceeding; that I am and at all times herein mentioned have been the Editor, Foreman, of THE CLEARWATER TRIBUNE: That said Clearwater Tribune is a newspaper of general circulation, printed and published weekly at Orofino, in the County of Clearwater and State of Idaho; that the Clearwater Tribune has been continuously and uninterruptedly published in Clearwater County, Idaho during the period of seventy-eight consecutive weeks prior to the first publication of attached copy of

Notice of Application for
Water Rights

That said Notice

of which the annexed is a full, true and correct printed copy, was published in the regular and entire issue of said newspaper, and not in any supplement thereof, for full period of two consecutive issues commencing on the 29th day of March, 19 79, and ending on the 5th day of April, 19 79

Nancy Noble

Subscribed and sworn to before me this 11th day of April, 19 79

[Signature]

NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO
RESIDING AT OROFINO THEREIN

RECEIVED

APR 20 1979

Department of
North

MICROFILMED

June 7, 1991

U.S. DEPT. OF DEFENSE
DEPT. OF ARMY
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WA 99362

RE: WATER RIGHT NO. 83-07028

Dear Water Right Holder(s):

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit.

Also enclosed is an Order of Reinstatement rescinding the Order Voiding Permit dated September 14, 1987.

Should you have any questions regarding these documents, please feel free to contact our office.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:blm

Enclosures

JUL 16 1991

September 18, 1990

U.S. DEPT. OF DEFENSE
DEPT. OF ARMY
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WA 99362

RE: PERMIT NO. 83-07028

Dear Permit Holder(s):

Enclosed is a draft copy of the license proposed to be issued on the above referenced water right.

This right is currently being reviewed by this office for licensing. The enclosed preliminary copy is subject to change upon further administrative review.

Please note that the date of priority of this right has been advanced due to late submittal of the examination fee &/or exam fee information sheet.

We ask that you review the proposed license and if you do not concur with the information, please let us know within 10 days.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

JUL 16 1991

BENEFICIAL USE FIELD REPORT REVIEW

TO: FILE 83-7028

FROM: ~~JIM JOHNSON~~ Sharla

RE: PRIORITY ADVANCE REVIEW

DATE: 24-JUL-1990

This review memo is prepared to show the process for determining what elements were involved in advancement of the priority.

	<u>DATE</u>	<u>JULIAN</u>
PERMIT		
Permit priority Date:	MARCH 29 1979	88
EXAM FEE NOTICE		
Exam Fee Notice Date:	APRIL 30 1986	120
Exam Fee/Info Sheet Received Date:	JULY 16 1986	197
Exam Fee or Info Due Date:	JUNE 29 1986	180
Days Late:		17 DAY(S)
NEW PRIORITY DATE		
Original Priority Date:	MARCH 29 1979	88
Total Days Late:		17 DAY(S)
New Priority Date:	APRIL 15 1979	105

JUL 16 1991

SENIOR AGENT REVIEW

Check List
for
Beneficial Use Field Report

Permit 83-07028

☒ **A. GENERAL INFORMATION**

- ☒ 1. Name and address are most current available. (Check BU statement)
☒ 2. Exam Date
☒ 3. Source (Check Permit)

☒ **B. OVERLAP REVIEW**

- ☒ 1. & 2. (Rule 5,1,4)

☒ **C. SYSTEM DESCRIPTION**

- ☒ 1. Diversion System Diagram (Rule 5,1,3 / 5,1,4)
☒ 2. USGS (Rule 5,1,7 / 5,1,9) Aerial (Rule 5,1,17)
☒ 3. Word Picture (Rule 5,1,3 / 5,1,4)
☒ 4. Diversion (Rule 5,1,3)
☒ 5. Compare with USGS Map, Land Survey Maps, Aerial Photos and Permit.
☒ 6. Irrigation (Rule 5,1,8)

☒ **D. FLOW MEASUREMENTS** Check math (Rule 5,1,13 / 5,1,14)

☒ **E. FLOW CALCULATIONS** Check math (Rule 5,1,13 / 5,1,14)

☒ **F. OPTIONAL**

☒ **G. VOLUME CALCULATIONS**

- Three significant figures and no more than 1/10's (Rule 6,1,2)
Fish (Rule 5,1,11) number stock, homes, etc... (Rule 5,1,12)

☒ **H. REMARKS AND OVERLAP ANALYSES**

- All actual uses listed; all permitted uses not used, also listed; (Rule 5,1,2):
Overlaps (Rule 5,1,4):
Return flows (Rule 5,1,5):
Conditions (Rule 5,1,6).

☒ **I. RECOMMENDATIONS**

- ☒ 1. Municipal (Rule 5,1,10): Compare with items E & G, permit, fee, capacity
(Rule 5,1,15): Measured flows for each use listed separately (Rule 5,1,14).
Period of year (Rule 5,1,13)
☒ 2. Compare permit to exam for amendments (Rule 5,1,16)

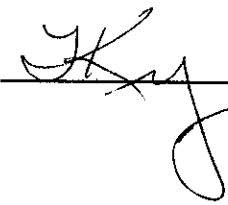
☒ **J. AUTHENTICATION**

Name, Signature, Certification Date, Exam Date.

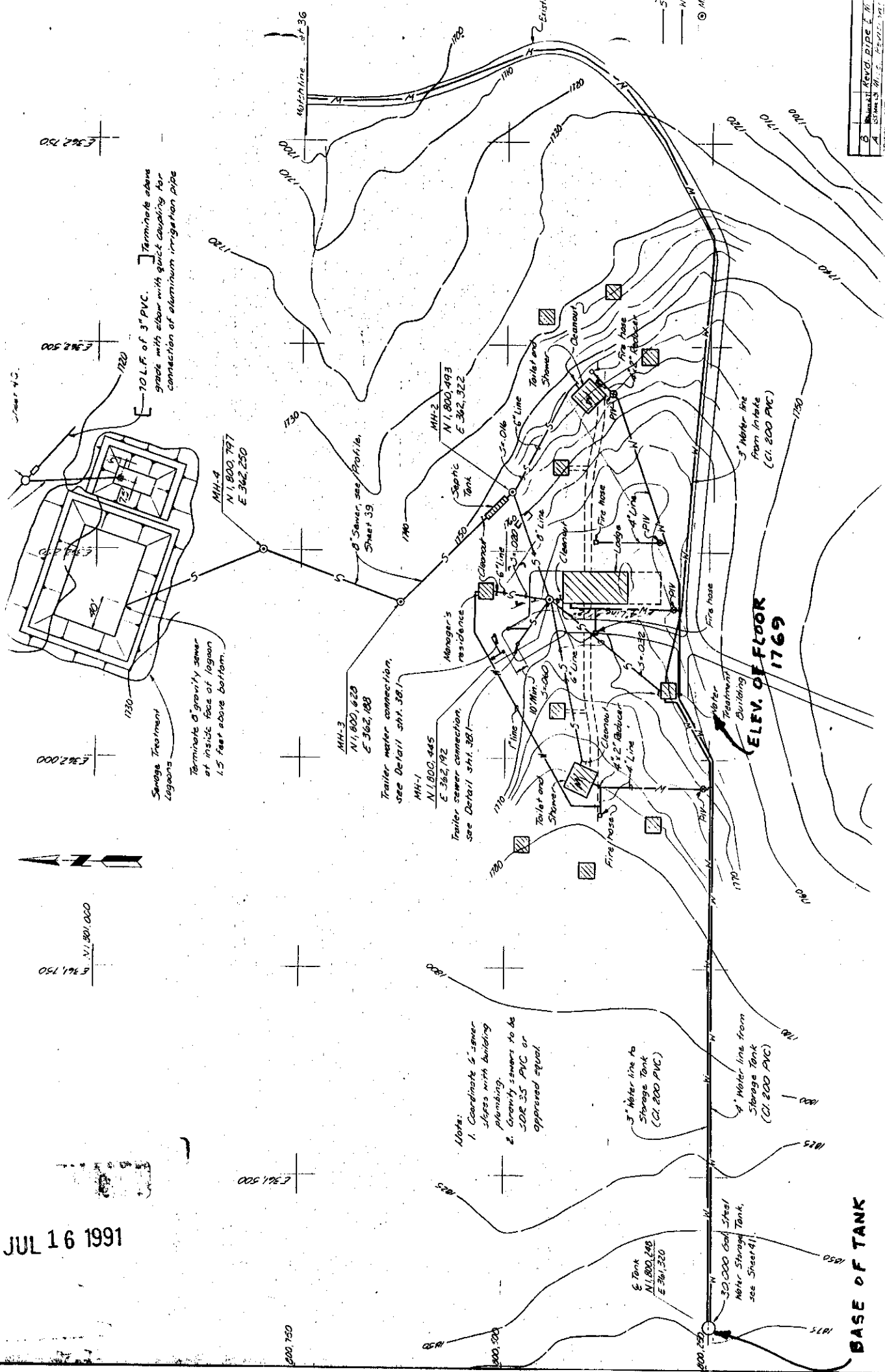
☒ **WELL INSPECTION REPORT**

Check with permit and well log for discrepancies

RECEIVED
MAY 10 1990
Department of Water Resources

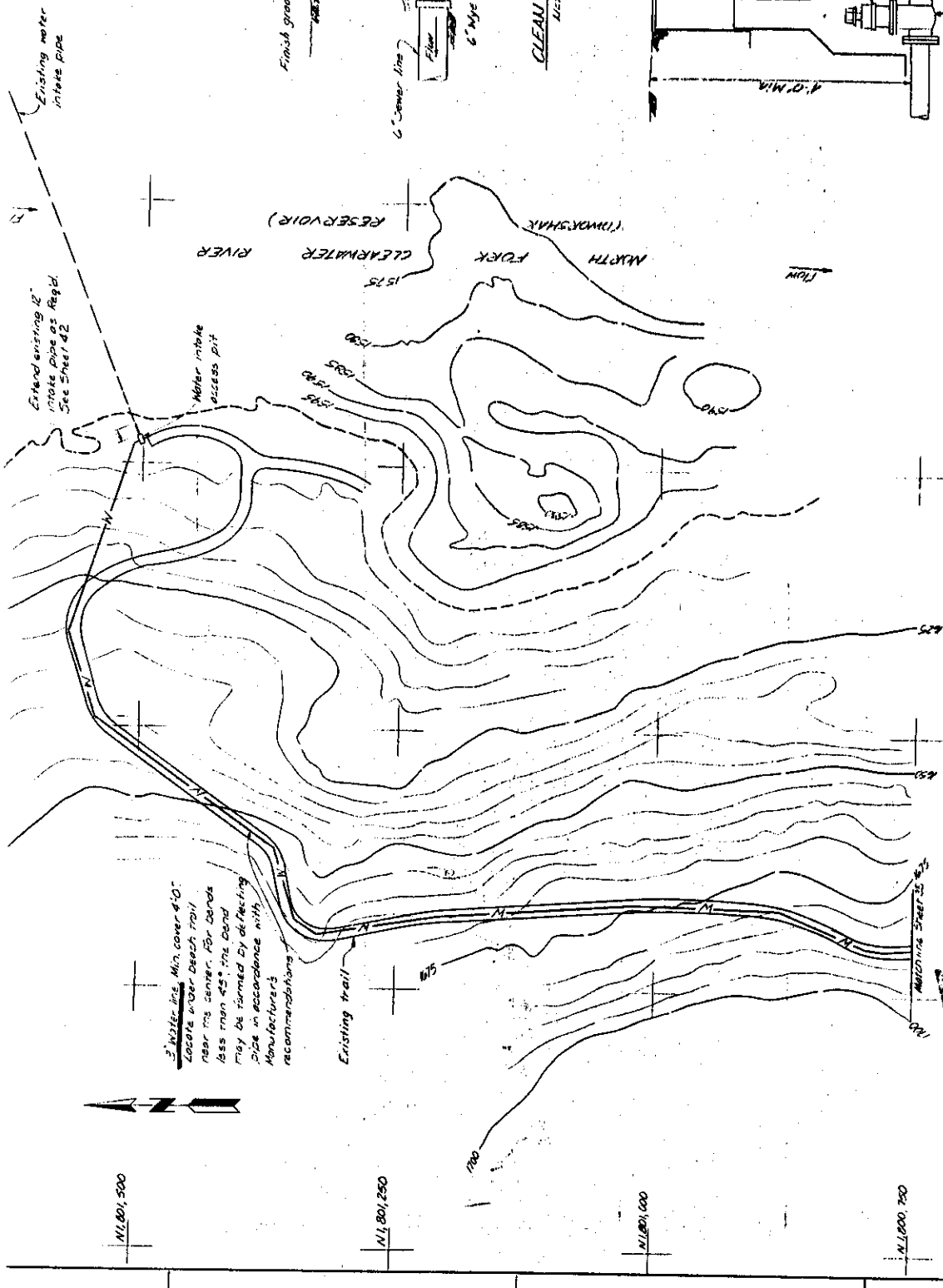
Signature  Date 8/25/89

3	Revised Pipe I. H.
4	Revised Pipe I. H.



JUL 16 1991

BASE OF TANK

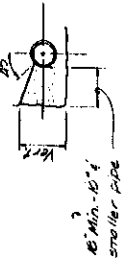


3" water line Min. cover 4'-0"
Locate under beach trail
near its center. For bands
less than 42" the band
may be turned by deflecting
pipe in accordance with
Manufacturer's
recommendations

WATER LINE PLAN
20 SCALE IN FEET
0 50 100

JUL 16 1991

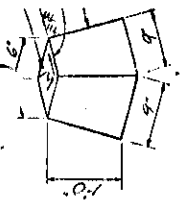
PLAN BEND



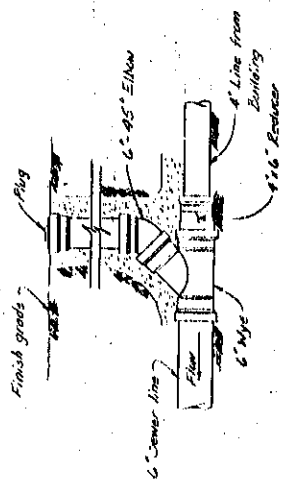
ELEVATION - BENDS & TEES

THRUST BLOCK
Not to Scale

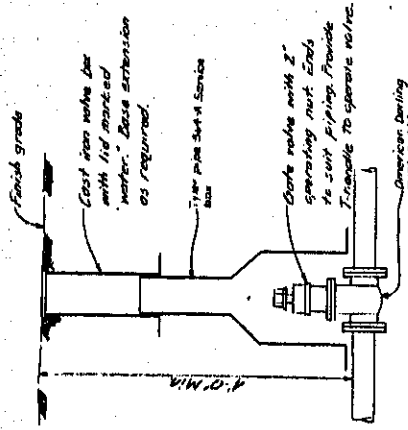
Top shall be marked in 2
letter 'N' for domestic
water, 'S' for sewer.



UTILITY MARK
Not to Scale



CLEAN OUT DETAIL
Not to Scale



BURIED VALVE DETAIL
Not to Scale

DWORS NORTH	
DATE	10/1/90
BY	W. J. D. / J. D. W.
CHECKED	W. J. D. / J. D. W.
APPROVED	W. J. D. / J. D. W.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
MAY 10 1990

Department of Water Resources

A. GENERAL INFORMATION

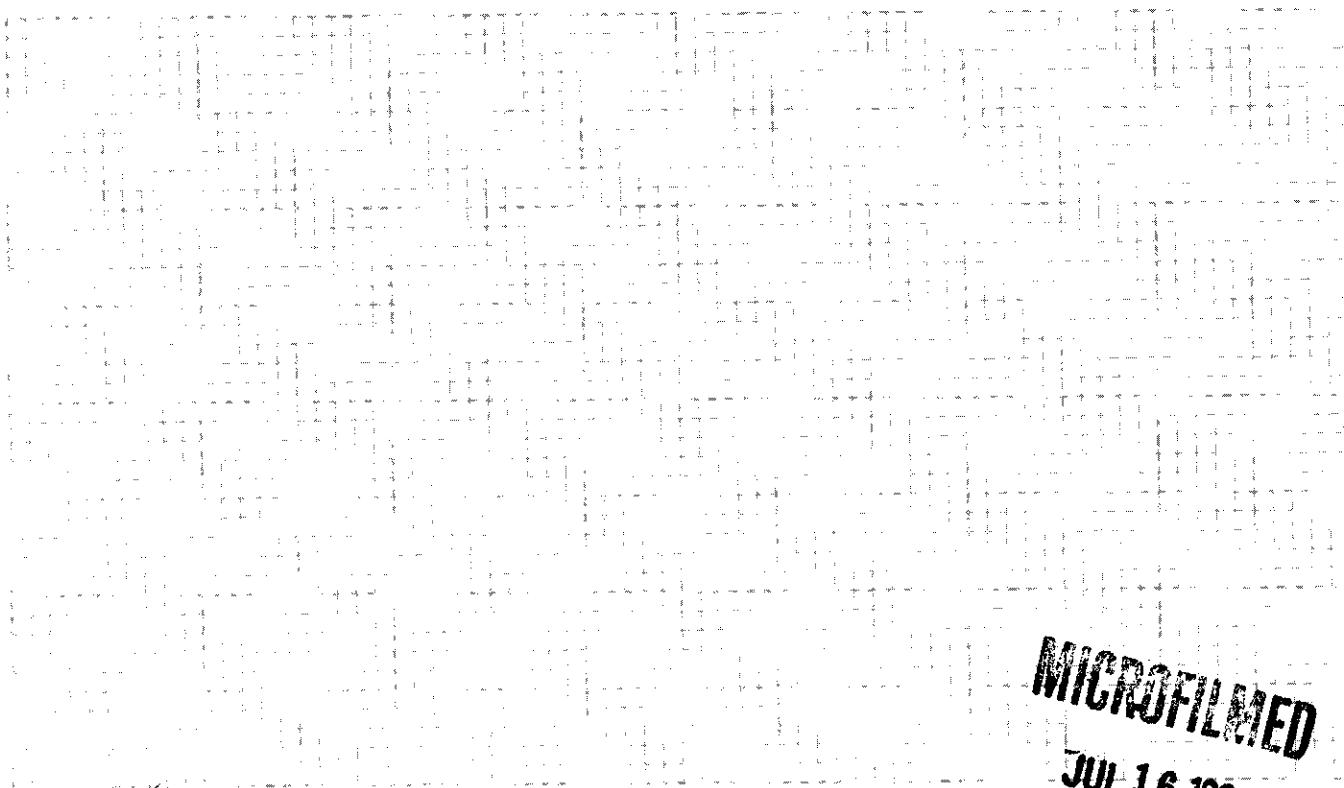
1. Owner: U.S. Department of Army, Engineers, Corp of Permit No. 83-7008
Current Address: Bldg 602 City county airport, Walla-Walla Wa 99362 Phone No. (509) 525-5500
2. Accompanied by: Billy Drewery EXAM. DATE: 8/4/89
Address: _____ Phone No. _____
Relationship to Permit Holder: Forester on Dworshak Reservoir.
3. Source: CLEARWATER NF RIVER tributary to CLEARWATER RIVER TDK

B. OVERLAP REVIEW

1. Other water rights with same place of use: NONE ☐ Copies Attached
2. Other water rights with same point of diversion: NONE ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☒ Alternative diagram attached



MICROFILMED
JUL 16 1991

Scale: 1" = _____

2. ☒ Copy of U.S.G.S. Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required). ☐ Aerial Photo Attached (required for irrigation of 10 acres or more).
☒ Photo of Diversion and System Attached (required for all but single household domestic groundwater, and stockwater).

System Description (continued)

3. **Narrative:** Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

12" intake pipe in lake feeds a 3" line to ~~the~~ chlorinating room. A 2hp submersible pump does the pumping. From chlorinating room the water goes to a 30,000 gal reservoir and then gravity feeds back to Park.

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
Submersible		2			

*Code to correspond with No. on map and aerial photo

5. **Point(s) of Diversion:**

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
			SW	NE	26	38N	1E	Clearwater	Map

6. **Place(s) of Use:**

Indicate Method of Determination Map

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
38N	1E	26									D					D			

Do not use this space

JUL 16 1991



US ARMY CORPS OF ENGINEERS QUAD: K58 PERMIT #83-07028
PD: T38N, R1E, SEC.26, SWNE GL: -
PU: ACRES: -
SOURCE: DWORSHAK RES. TRIBUTARY: CLEARWATER RIVER N.F.

UNCLASSIFIED

1111 16 1991

Do not use this space

D. FLOW MEASUREMENTS

NONE

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements:

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

$$Q = \frac{8.8(1.7)27}{2.3(50) + 175} = .05 \text{ cfs}$$

2. Alternate Method for Checking Purposes:

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$ _____

$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$ _____

$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} =$ _____

2. Volume Calculations for Other Uses:

$$(100 \text{ campers})(50 \text{ gal/day})(365 \text{ days}) \left(\frac{1.48}{7.48} \right) \left(\frac{1 \text{ af}}{73560 \text{ ft}^3} \right) = 5.6 \text{ afa}$$

+ 1 residence
= 1.2 afa

Total
6.8 afa

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JUL 16 1991

H. REMARKS AND OVERLAP REVIEW ANALYSIS

~~Picture in~~ central packet.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Domestic	1/1	12/31	0.05 cfs	6.8 afa
Totals:			0.05 cfs	6.8 afa

2. Recommended Amendments

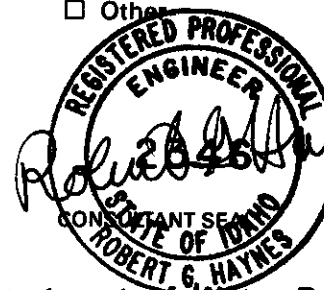
- ☐ Change P.D. as reflected above ☐ Add P.D. as reflected above
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above

☒ None

☐ Other

J. AUTHENTICATION

Field Examiner's Name Louis Sukoraty
Signature [Signature]
Certification Date 2/17/89
Field Report Preparation Date 8/16/89



K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

NOT RECORDED
JUL 16 1991

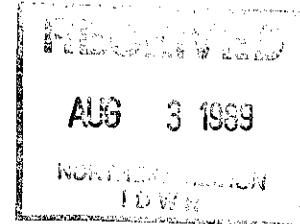


DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
WALLA WALLA, WASHINGTON 99362-9265

July 31, 1989

REPLY TO
ATTENTION OF:

Real Estate Division



Idaho Department of Water Resources
4055 Government Way
Coeur D'Alene, Idaho 83814

Gentlemen:

This letter concerns a pending water rights application, Permit No. 83-7028, for a diversion works and intake structure which appropriates water from the Dworshak Dam and Reservoir project to serve the Three Meadows Group Camp, now a part of the Dworshak State Park.

Although this case has been pending for some time, our records show that we have yet to receive the final water rights license. Please advise of the current status of this case and when completion may be expected. To coordinate on this matter, please correspond to the above address or telephone Mr. Steven Gale at (509) 522-6795.

Sincerely,

Richard Carlton
Chief, Real Estate Division

MICROFILMED

JUL 16 1991

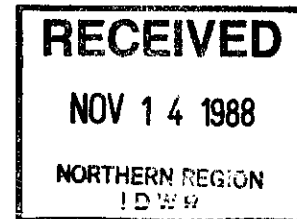


DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
WALLA WALLA, WASHINGTON 99362-9265

November 9, 1988

REPLY TO
ATTENTION OF:

Real Estate Division



Idaho Department of Water Resources
4055 Government Way
Coeur D'Alene, Idaho 83814

Gentlemen:

This letter concerns a pending water rights application, Permit No. 83-7028, for a diversion works and intake structure appropriating water from the Dworshak Dam and Reservoir to serve the Three Meadows Group Camp. Our records show that the examination fee in the amount of \$50.00 and the required information sheet was submitted to you on July 15, 1986. We show that another water rights application, Permit No. 83-7029, which was being processed concurrently has already been completed. Please advise us as to the current status of Permit No. 83-7028.

Please respond to the above address or telephone Mr. Steven Gale at (509) 522-6795 to coordinate on this action. Thank you for looking into this matter.

Sincerely,

Richard Carlton
Chief, Real Estate Division

MICROFILMED

JUL 16 1991



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

CECIL D. ANDRUS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

July 9, 1987

U.S. Dept. of Army,
Corps of Engineers
Walla Walla Dist., Bldg. 602
City-County Airport
Walla Walla, WA 99362

RECEIVED

JUL 16 1987

RE: Permit to Appropriate Water No. 83-7028

Department of Water Resources
Northern District Office

Dear Permit Holders:

NOTICE OF PENDING ORDER VOIDING PERMIT

On May 7, 1979 the Department of Water Resources approved an application to appropriate water, numbered 83-7028, from Dworshak Reservoir tributary to N. Fork Clearwater River, for domestic use for Group Camp No. 1 located in the NE1/4SW1/4, NW1/4SE1/4, Section 26, Twp 38N, Rge 1E, B.M.

Based on a field inspection conducted by a representative of our Department it has come to our attention that you have not developed the system you intended under this permit.

The purpose of this letter is to request that you relinquish your permit or explain why the Department should not void the permit. Enclosed is a relinquishment form that should be signed and returned to this office, unless you have some explanation that would prevent the Department from voiding your permit.

If you fail to respond to this notice within thirty (30) days of the date of this letter, the Department will act to void your permit. The permit will be voided on the grounds that you failed to divert and beneficially use the water that you were permitted to develop.

If you have any questions in regard to this matter, please feel free to contact our office.

Respectfully,

Gary Spackman

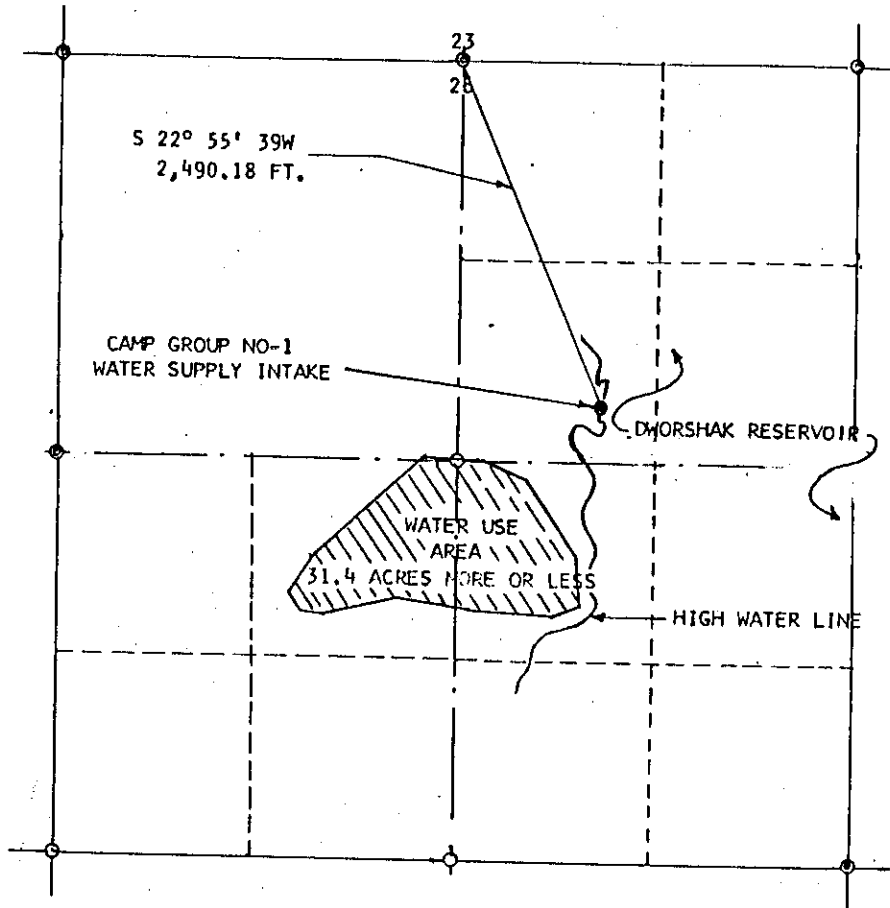
GARY SPACKMAN
Supervisor, Water Allocation Section

MICROFILMED
JUL 16 1991

I hereby certify that on this _____ day of _____, 1987, I sent the original copy of this letter, postage prepaid, to the person and address listed above.

11. Map of proposed project. show clearly the proposed point of diversion, purpose of use, section number,

CORPS OF ENGINEERS, U.S. ARMY
ENGINEERING DIVISION F & M BRANCH SURVEY SECTION
PROJECT DWORSHAK DAM, FREEMAN CREEK STATE PARK
SUBJECT CAMP GROUP NO-1, WATER USE AREA
BY WILSON DATE 2-9-79 CHECKED STOKER PART PAGE OF
SECTION 26 TOWNSHIP 38N RANGE 1E, BOISE MERIDIAN
CLEARWATER COUNTY, IDAHO



Scale 1"=1000'

THE WATER USE AREA FOR CAMP GROUP NO-1 WATER SUPPLY INTAKE IS LOCATED IN THE NE 1/4, SW 1/4 AND IN THE NW 1/4, SE 1/4, ALL IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CLEARWATER COUNTY, IDAHO. BASED ON SCALED COORDINATES AND DISTANCES, THE WATER USE AREA IS COMPUTED TO CONTAIN 31.4 ACRES MORE OR LESS.

NPD Form
June 1962 TA O/P-1

Clearprint RP
Translucent Grid

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Harold E. Smith
(Applicant)
HAROLD E. SMITH
Chief, Real Estate Division
Walla Walla District, Corps of Engineers

MICROFILMED
JUL 16 1991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Staff Analysis Sheet
for
Beneficial Use Field Report

83-7028
Permit No.

RECEIVED

SEP 22 1986

Department of Water Resources

A. Prior to Conducting the Exam, the File Contains:

- ☒ Blank Field Report Form
☒ Copy of Permit
☐ Copies of any Amendments/Orders with conditions of approval
☒ Computer Data Proof Report
☒ Copy of U.S.G.S. Quad
☐ Check for Government Lots. If so, make a copy of Government Plat

Check of P/D index J.A. 7/22/86 (Initial and date)

Overlap? ☐ yes ☒ no If yes: ☐ copy of exam(s) attached?

Type of Overlap? ☐ Add acres or uses to existing system
☐ Increase rate of flow or volume
☐ Other: _____

Check of P/U index J.A. 7/22/86 (Initial and date)

Overlap? ☐ yes ☒ no If yes: ☐ copy of water right(s) attached?

Type of Overlap? ☐ Increase rate of flow or volume
☐ Add P/D's
☐ Increase number of acres within tracts
☐ Other: _____

Aerial Photo

Required? ☐ yes ☒ no If yes: ☐ copy attached?

Scheduling Letter sent? _____ (Initial and date)

☒ Appointment made and telephone conversation memo attached

B. After Conducting the Exam, the File Contains:

- ☒ Fully completed and signed Field Report Form
☐ Photographs of Point of Diversion and Place of Use
☒ Corrected Computer Data Proof Report with recommended license information, and date and signature of examiner.

C. Review and Processing:

Exam Completed Jennifer Agnew 7/14/86 (Signature of examiner and date)
Exam Reviewed by Senior Water Resource Agent ke 8/15/86 (Initial and date)
Exam Reviewed by Manager of Regional Office ASA 9/15/86 (Initial and date)
Exam Date Entered in Computer: _____ (Initial and date)
Exam sent to State Office _____ (Initial and date)
Copy of Staff Analysis Sheet sent to Manager of Regional Office and Original
Refiled in White File _____ (Initial and date)

RECEIVED

SEP 02 1986

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

Department of Water Resources

Permit No. 83-7028
(509)
Phone No. 522-6794

A. GENERAL INFORMATION

1. Owner: US Army Corps of Engineers
Current Address: BLDG. 602 City-County Airport, Walla Walla, WA. 99362
2. Accompanied by: _____
Address: 1 _____
Relationship to Permit Holder: _____
3. Source: Dworshak Reservoir tributary to North Fork Clearwater River

EXAM. DATE: 8/12/86
Phone No. _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: NONE
2. Other water rights with same point of diversion: NONE ☐ Copies Attached
- ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☒ Alternative diagram attached - map of system layout

MICROFILMED

JUL 16 1991

Scale: 1" = _____

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required). ☐ Aerial Photo Attached
(required for irrigation of 10 acres or more).
- ☒ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater).

System Description (continued)

3. Narrative: Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

No one has used water for Dam. USB →
Only for in Test
From pump 2 1/2" gal. 5 feet to 3" gal.
to place of use.

See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
?	?	?	?	?	2 1/2"

*Code to correspond with No. on map and aerial photo

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
			SW	NE	26	38N	1E	Clearwater	Map - App't.

6. Place(s) of Use:

Indicate Method of Determination Map

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
38N	1E	26									D					D			

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements:

NONE

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

2. Alternate Method for Checking Purposes:

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)
Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)
Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)
Meter Input HP: (6) x 1.34 = _____ (7)
Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Ampsx .001732 = _____ (6)
Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$ _____
 $V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$ _____
 $V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} =$ _____

2. Volume Calculations for Other Uses:

APPROVED

JUL 18 1991

H. REMARKS AND OVERLAP REVIEW ANALYSIS

I Recommend Cancellation due to no water has ever been used for dom. use, One extension was already granted and the system is only $\frac{3}{4}$ of the way complete.

I. RECOMMENDATIONS → Cancellation

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Totals:				

2. Recommended Amendments

☐ Change P.D. as reflected above

☐ Add P.D. as reflected above

☒ None

☐ Change P.U. as reflected above

☐ Add P.U. as reflected above

☐ Other

J. AUTHENTICATION

Field Examiner's Name

Jennifer Argraves

Signature

Jennifer Argraves

Certification Date

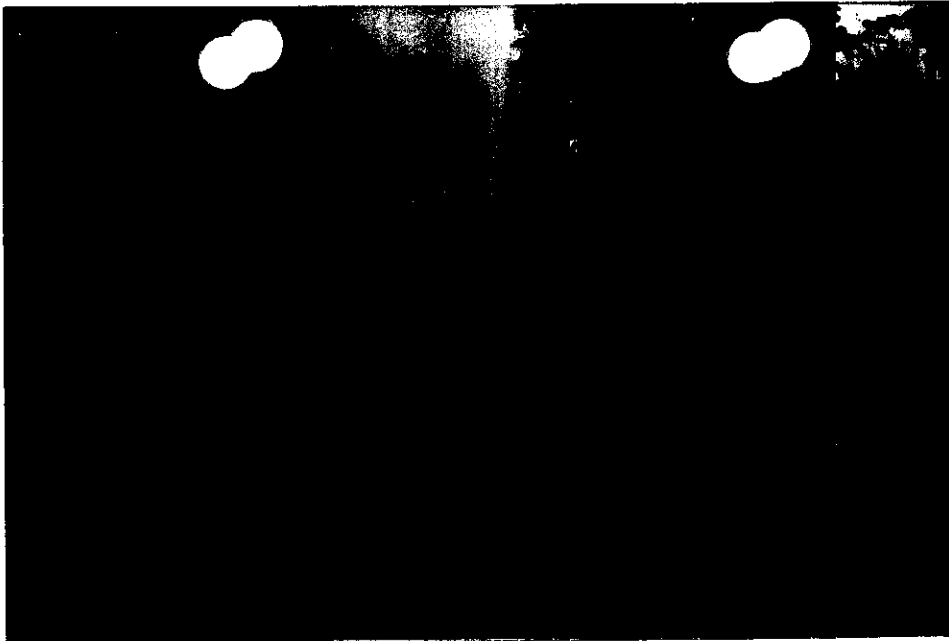
Field Report Preparation Date

CONSULTANT SEAL

K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

RECEIVED

JUL 16 1991

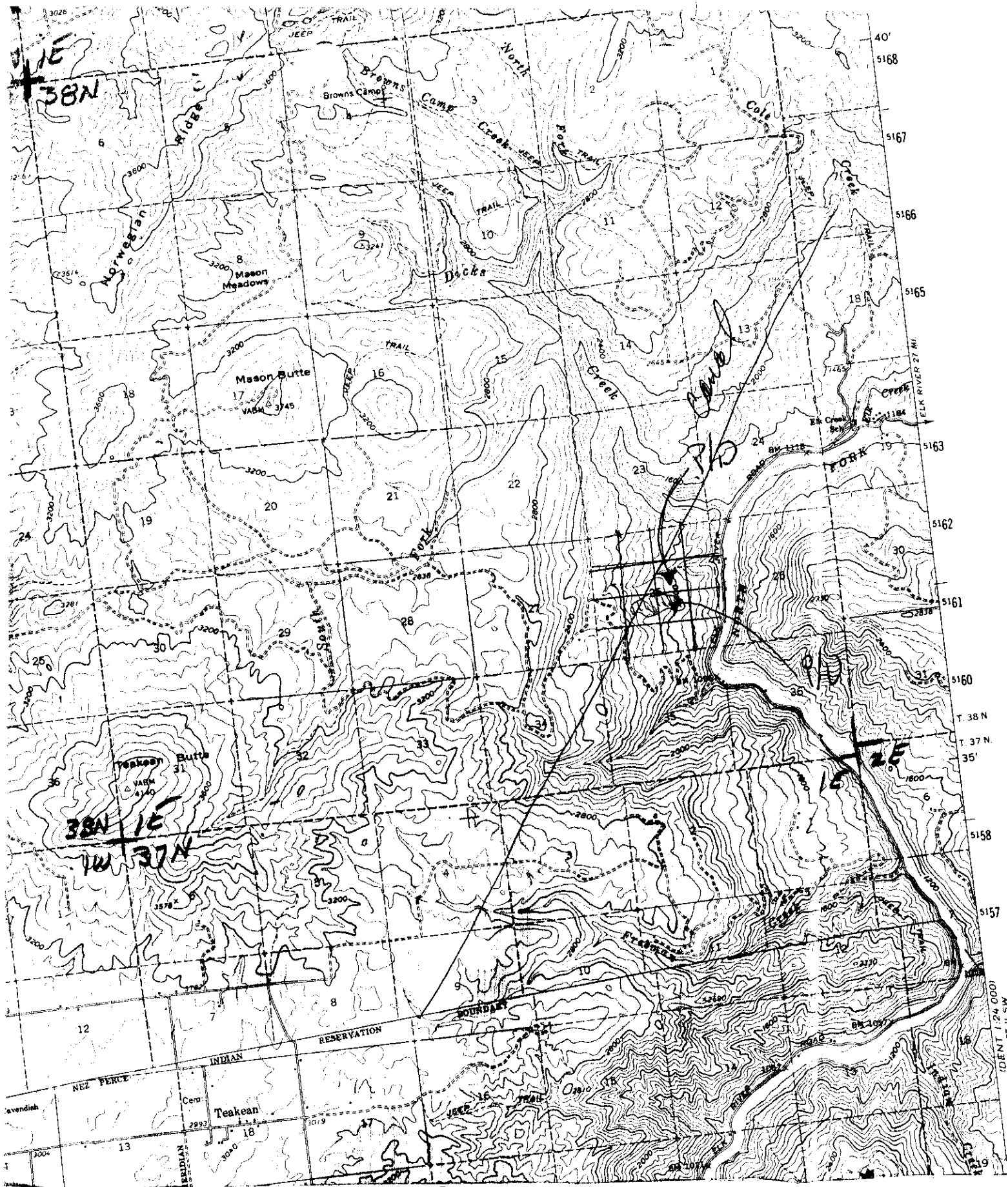


JUL 16 1991



MICROFILMED

JUL 16 1991



TWP. 38N, RGE. 1E SEC. 26

DATE OF EXAM 8/12/86

MODIFIED

JUL 16 1991

MAP SCALE

PERMIT # 837028

From: DWR50::KING 18-NOV-1988 09:48
To: DWR01::WRWALKER, DWR50::KING
Subj: EXAM 83-07028

HI,

GUESS WHAT I FOUND IN THE FILES.

A MESSAGE FROM GARY TO NORTHERN REGION SAYING THAT WE MUST REEXAMINE 83-07028.

PLEASE SEND THE PREVIOUS EXAM, EITHER THE ORIGINAL OR A COPY, I DON'T THINK IT REALLY MATTERS WHICH. OH YEAH THAT IS PREVIOUS, I JUST CAN'T FIGURE OUT HOW TO BACK THING UP TO CORRECT SPELLING MISTAKES.

*Exam returned
11/18/88 - kw*

REFILMED

JUL 16 1991

MEMORANDUM

TO: Sharla Curtis, Northern Region
FROM: Gary Spackman *Gary*
DATE: October 13, 1987
RE: File No. 83-7028

Permit No. 83-7028 was cancelled on the basis of representation by Jeniffer Argraves that the system had not been completed as proposed. The order was signed the 14th day of September. On September 24, 1987, the Department received a request from the Army Corps of Engineers, requesting that we again attempt to conduct a field examination. A copy of the letter is attached hereto.

It is my feeling that we should conduct another field examination. The telephone number of the person to contact is contained in the letter. If we find again that the use has not been developed, we should reaffirm the order voiding the permit. If use has been developed, we must reinstate the permit.

MICROFILMED

JUL 16 1991



DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BUILDING 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362-9265

September 24, 1987

RECEIVED
SEP 28 1987

Department of Water Resources

REPLY TO
ATTENTION OF:

Engineering Division

Mr. Gary Spackman
State of Idaho
Department of Water Resources
State Office, 450 West State Street
Boise, Idaho 83720

Dear Mr. Spackman:

In response to your letter dated July 9, 1987 (copy attached), we request that our permit to appropriate 0.1 cfs of water from the Dworshak Reservoir for domestic purposes at the Group Camp No. 1 facility not be voided.

Apparently there was some miscommunication between our Dworshak Park personnel and your field examiner as to the status of the project resulting in his decision that the project had not been completed.

Actually, the diversion facility has been completed and completely charged. The Group Camp has been completed, but because of the lack of a lessee, has not been opened to the public. The Corps of Engineers is presently negotiating this matter with the State of Idaho and this closure is only temporary.

We request that your field examiner again attempt to conduct the field inspection on the diversion works. Point of contact at the Dworshak Project Office is Mr. David Dankel, telephone No. 208-476-3294, Extension 256.

Sincerely,


Marvin G. Brammer, P.E.
Chief, Engineering Division

Attachment

RECEIVED
JUL 16 1991

September 24, 1987

Engineering Division

Mr. Gary Spackman
State of Idaho
Department of Water Resources
State Office, 450 West State Street
Boise, Idaho 83720

Dear Mr. Spackman:

In response to your letter dated July 9, 1987 (copy attached), we request that our permit to appropriate 0.1 cfs of water from the Dworshak Reservoir for domestic purposes at the Group Camp No. 1 facility not be voided.

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We request that your field examiner again attempt to conduct the field inspection on the diversion works. Point of contact at the Dworshak Project Office is Mr. David Dankel, telephone No. 208-476-3294, Extension 256.

Sincerely,

Marvin G. Brammer, P.E.
Chief, Engineering Division

Attachment

MICROFILMED

JUL 16 1991



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

CECIL D. ANDRUS

Governor

A. KENNETH DUNN

Director

July 9, 1987

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

U.S. Dept. of Army,
Corps of Engineers
Walla Walla Dist., Bldg. 602
City-County Airport
Walla Walla, WA 99362

RE: Permit to Appropriate Water No. 83-7028

Dear Permit Holders:

NOTICE OF PENDING ORDER VOIDING PERMIT

On May 7, 1979 the Department of Water Resources approved an application to appropriate water, numbered 83-7028, from Dworshak Reservoir tributary to N. Fork Clearwater River, for domestic use for Group Camp No. 1 located in the NE1/4SW1/4, NW1/4SE1/4, Section 26, Twp 38N, Rge 1E, B.M.

Based on a field inspection conducted by a representative of our Department it has come to our attention that you have not developed the system you intended under this permit.

The purpose of this letter is to request that you relinquish your permit or explain why the Department should not void the permit. Enclosed is a relinquishment form that should be signed and returned to this office, unless you have some explanation that would prevent the Department from voiding your permit.

If you fail to respond to this notice within thirty (30) days of the date of this letter, the Department will act to void your permit. The permit will be voided on the grounds that you failed to divert and beneficially use the water that you were permitted to develop.

If you have any questions in regard to this matter, please feel free to contact our office.

Respectfully,

GARY SPACKMAN

Supervisor, Water Allocation Section

MICROFILMED

JUL 16 1991

I hereby certify that on this 10th day of July, 1987, I sent the original copy of this letter, postage prepaid, to the person and address listed above.

Conversation memo

ON Wed 9-23-87 I rec'd a call from the Corp of Engineers, I didn't get the name of the caller, he said he had just rec'd ^{the} notice sent 7-9-87 and was calling in response.

He explained that the water use system had been constructed as planned and everything was operational. The problem they had was they did have any one hired to run the facilities.

He was not aware that a field exam was conducted because he was not contacted. Had he been contacted he would have been willing to start up the system.

He would like to know what can be done to save this permit.

He will be sending a response to the 9-15-87 Order.

I called the Corp and found the person I had talked to on the 23rd.

Name: Ken Hutchinson

PH. 522-6779

THE
MICROFILMED
JUL 16 1991

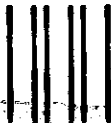
UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete Items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise attach to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.



SEP 22 1987

PENALTY FOR PRIVATE
USE \$300

**RETURN
TO**



JUL 16 1991

RECEIVED

Department of Water Resources

(Name of Sender)
DEPARTMENT OF WATER RESOURCES

(No. and Street, Apt., Suite, P.O. Box or R.D. No.)
STATEHOUSE
BOISE, IDAHO 83720

(City, State, and ZIP Code)

PS Form 3811, July 1983

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN" space on the reverse side. Failure to do this will result in this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☒ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:

Dept. of Army, Corps of Engineers
Walla Walla Dist., Bldg. 602
City-County Airport
Walla Walla, WA 99055

4. Type of Service:

- ☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail*

Article Number

33387

Always obtain signature of addressee or agent and
DATE DELIVERED.

5. Signature — Addressee

X

6. Signature — Agent

X

Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

83-7028

DOMESTIC RETURN RECEIPT



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

CECIL D. ANDRUS

Governor

A. KENNETH DUNN

Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

September 15, 1987

CERTIFIED MAIL #33387

RE: Permit No. 83-7028

U.S. Dept. of Army,
Corps of Engineers
Walla Walla Dist., Bldg. 602
City-County Airport
Walla Walla, WA 99362

Dear Permit Holder(s):

Enclosed is an Order which voids the above referenced permit and refuses issuance of a license thereon for failure to comply with the requirements of such permit and failure to show cause why such action should not be taken.

Please be advised that if you do not agree with the decision of the Department you may, within fifteen (15) days of receipt of the Order voiding your permit, request a hearing before the Director. Failure to timely petition the Director within fifteen days of receipt of the Order may prevent you from further contesting the voiding of your permit.

Sincerely,

GARY SPACKMAN, Supervisor
Water Allocation Section

GS:sc

Enclosure

MICROFILMED

JUL 16 1991



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

CECIL D. ANDRUS
Governor

A. KENNETH DUNN
Director

July 9, 1987

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

U.S. Dept. of Army,
Corps of Engineers
Walla Walla Dist., Bldg. 602
City-County Airport
Walla Walla, WA 99362

RE: Permit to Appropriate Water No. 83-7028

Dear Permit Holders:

NOTICE OF PENDING ORDER VOIDING PERMIT

On May 7, 1979 the Department of Water Resources approved an application to appropriate water, numbered 83-7028, from Dworshak Reservoir tributary to N. Fork Clearwater River, for domestic use for Group Camp No. 1 located in the NE1/4SW1/4, NW1/4SE1/4, Section 26, Twp 38N, Rge 1E, B.M.

Based on a field inspection conducted by a representative of our Department it has come to our attention that you have not developed the system you intended under this permit.

The purpose of this letter is to request that you relinquish your permit or explain why the Department should not void the permit. Enclosed is a relinquishment form that should be signed and returned to this office, unless you have some explanation that would prevent the Department from voiding your permit.

If you fail to respond to this notice within thirty (30) days of the date of this letter, the Department will act to void your permit. The permit will be voided on the grounds that you failed to divert and beneficially use the water that you were permitted to develop.

If you have any questions in regard to this matter, please feel free to contact our office.

Respectfully,

Gary Spackman

GARY SPACKMAN
Supervisor, Water Allocation Section

MICROFILMED

JUL 16 1991

I hereby certify that on this 14th day of July, 1987, I sent the original copy of this letter, postage prepaid, to the person and address listed above.

Shirley Curtis

4/86

Rec'd

LATE

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EXAMINATION FEE INFORMATION

For Office Use Only
Fee Received \$50.00
Date 7/16/86
Receipt # 38058
Receipt by [Signature]
Sent to S.O. 7/17/86

RECEIVED
JUL 21 1986

1. Permit No. 83-7028

ONE OF THE FOLLOWING BOXES SHOULD BE MARKED TO DESIGNATE YOUR CHOICE:

☒ I choose to have the department make the field examination of this permit; attached is the examination fee. (If this box is marked, complete items 1 thru 8.)

2. Permit Holder: US ARMY CORPS OF ENGINEERS

3. Post Office Address: BLDG. 602 CITY-COUNTY AIRPORT, WALLA WALLA, WA. 99362
Telephone No. 509-522-6794

4. Source of Water: DWORSHAK RESERVOIR

5. Extent of Use:
Domestic 1 (No. of households) Stockwater _____ (No. and type of stock)
Irrigation _____ (acres) Other/Remark 1 CARETAKER FAMILY AND
GROUP FACILITIES FOR 100, FIRST AID, FIRE PROTECTION

6. Total rate &/or volume for which proof is submitted 0.1 cfs 4.0 acre-feet

7. Show the date water was first diverted and beneficially used under this permit:
1 JUNE 1985

8. Person to contact to accompany the department representative during the field examination:

RODGER COLGAN-PROJECT ENGINEER, DWORSHAK DAM
(Name)

OROFINO, IDAHO

(Address)

208-476-3294

(Telephone Number)

☐ I choose to have the field examination conducted by a certified water right examiner. Attached is a statement from the certified examiner selected verifying that he has been retained to conduct the examination. (If this box is marked, complete items 1 thru 7.)

Date 15 Jul 86

Richard Carlton
Signature of Permit Holder (and title, if appropriate)
RICHARD CARLTON
Chief, Real Estate Division
Walla Walla District, Corps of Engineers

JUL 16 1986

July 16, 1986

US Army Corps of Engineers
Bldg. 602, City-County Airport
Walla Walla, Wa. 99362

Re: 83-7028 and 83-7029

Gentlemen:

Enclosed are your Receipt Nos. 38058 and 38059, each in the amount of \$50.00, for the examination of your above-referenced water right applications, respectively.

If you have any questions, please contact me at this office.

Sincerely,

TOM D. KING
Senior Water Resource Agent

TDK/pms

Enc. - Receipts (2)

MICROFILMED

JUL 16 1991



DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BUILDING 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362-9265

REPLY TO
ATTENTION OF:

July 15, 1986

Real Estate Division

RECEIVED

JUL 16 1986

Department of Water Resources
Northern District Office

Idaho Department of Water Resources
4055 Government Way
Coeur d'Alene, Idaho 83814

Gentlemen:

In reference to letters dated April 30, 1986, enclosed are Checks Nos. 70,552,659 and 70,552,660, in the amount of \$50.00 each, and Examination Fee Information sheets pertaining to Permits Nos. 83-7028 and 83-7029, Dworshak Dam and Reservoir.

Sincerely,

Richard Carlton

Richard Carlton
Chief, Real Estate Division

Enclosures

MICROFILMED

JUL 16 1991

☒ CHECKED BOX APPLIES ☐ ORDER FOR SUPPLIES OR SERVICES		☐ REQUEST FOR QUOTATIONS NO. RETURN COPIES OF THIS QUOTE BY (THIS IS NOT AN ORDER. See DD Form 1155r)		PAGE 1 OF 4	
1. CONTRACT/PURCH ORDER NO. DAON68-86-M-5563		2. DELIVERY ORDER NO.		3. DATE OF ORDER 86 MAY 23	
4. REQUISITION/PURCH REQUEST NO. EB-86-0013		5. CERTIFIED FOR NATIONAL DEFENSE UNDER DMS REG 1 DO N/A		RECEIVED MAY 27 1986	
6. ISSUED BY: Walla Walla District Corps of Engineers Bldg. 614, City-County Airport Walla Walla, WA 99362-9265		7. ADMINISTERED BY: (If other than 6) Department of Water Resources Corps District Office 60 JUN 03			
9. CONTRACTOR/QUOTER State of Idaho Department of Water Resources 4055 Government Way Coeur d'Alene, ID 83814		10. DELIVERY POINT See Block 15		11. CHECK IF BUSINESS IS ☐ SMALL ☐ SMALL DISADVANTAGED ☐ WOMEN-OWNED	
12. DISCOUNT TERMS Net 30		13. MAIL INVOICES TO: See Block 15		14. SHIP TO: Corps of Engineers Real Estate Division Bldg. 602, City-County Airport Walla Walla, WA 99362-9265	
15. PAYMENT WILL BE MADE BY: U.S. Army Engineer District, Portland ATTN: NPROF-E P.O. Box 2946 Portland, OR 97208-2946		16. MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER			
16. TYPE OF ORDER DELIVERY ☐ PURCHASE ☒					
This delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
Reference your General Provisions of Purchase Order on DD Form 1155r (EXCEPT CLAUSE NO 12 APPLIES ONLY IF THIS BOX ☐ IS CHECKED, AND NO. 14 IF THIS BOX ☐ IS CHECKED) special provisions apply.					
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE EB CCONA06109T0000 \$50.00 EB CCONA06110F0000 \$50.00					
18. ITEM NO. 19. FOREIGN MANUFACTURED ITEMS NOT ACCEPTABLE					
20. QUANTITY ORDERED/ACCEPTED * 21. UNIT 22. UNIT PRICE 23. AMOUNT					
1. Examination Fees for State of Idaho, Dept. of Water Resources Permit No. 83-7028, Three Meadows Group Camp Intake Structure, Dworshak Dam and Reservoir 1 ea 50.00 50.00					
2. Examination Fee for Permit No. 83-7029, Freeman Creek State Park Intake Structure, Dworshak Dam and Reservoir 1 ea 50.00 50.00					
24. UNITED STATES OF AMERICA BY: DONALD H. STILLER CONTRACTING/ORDERING OFFICER					
25. TOTAL \$100.00					
26. QUANTITY IN COLUMN 19 HAS BEEN ☐ INSPECTED ☐ RECEIVED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED					
27. DATE 1001 8 1 JUL					
28. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
29. DIFFERENCES					
30. INITIALS					
31. PAYMENT ☐ PARTIAL ☐ FINAL					
32. PAID BY					
33. AMOUNT VERIFIED CORRECT FOR					
34. CHECK NUMBER					
35. BILL OF LADING NO.					
36. I certify this account is correct and proper for payment.					
37. RECEIVED AT 38. RECEIVED BY 39. DATE RECEIVED					
40. TOTAL CONTAINERS 41. S/R ACCOUNT NUMBER 42. S/R VOUCHER NO.					

THIS PARAGRAPH APPLIES ONLY TO QUOTATIONS SUBMITTED:

Supplies are of domestic origin unless otherwise indicated by quote. The Government reserves the right to consider quotations or modifications thereof received after the date indicated should such action be in the interest of the Government. This is a request for information and quotations furnished are not offers. When quoting, complete blocks 11, 12, 22, 23, 25, 41. If you are unable to quote, please advise. This request does not commit the Government to pay any cost incurred in preparation of the submission of this quotation or to procure or contract for supplies or services.

GENERAL PROVISIONS

1. INSPECTION AND ACCEPTANCE - Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the United States Government. Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturer's part numbers specified herein.

2. VARIATION IN QUANTITY - No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. PAYMENTS - Invoices shall be submitted in quadruplicate (one copy shall be marked "Original") unless otherwise specified, and shall contain the following information: Contract or order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number and weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants.

4. DISCOUNTS - In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when acceptance is at the point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the Government, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

5. DISPUTES - (This contract is governed by the Contract Disputes Act of 1978 (Public Law 95-563) (the "Act"). The Act provides administrative procedures for the submission, analysis, negotiation, and, if necessary, litigation of claims relating to this contract. The parties to this contract must comply with certain time restrictions on rendering of contracting officer decisions on claims, and on the appeal of those decisions. Further details on the rights and remedies under the Act may be found in the FAR at 1-314.1.)

6. FOREIGN SUPPLIES - This contract is subject to the Buy American Act (41 U.S.C. 101-104) as implemented by Section VI of the FAR and any restrictions in appropriation acts on the procurement of foreign supplies. The quotation must identify any foreign items to be furnished.

7. CONVICT LABOR - In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-179, September 10, 1965 (41 U.S.C. 403(a)(2)) and Executive Order 11755, December 29, 1967.

8. OFFICIALS NOT TO BENEFIT - No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul the

contract without liability, or in its discretion to deduct from the contract price or consideration or otherwise receive, the full amount of such commission, percentage, brokerage or contingent fee.

10. GRATUITIES - (a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the evidence of the facts upon which the Secretary or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three times more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. CONDITION FOR ASSIGNMENT - This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 753), unless or until the supplier has been requested and has accepted this order by executing the Acceptance hereon.

12. COMMERCIAL WARRANTY - The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

13. PRIORITIES, ALLOCATIONS, AND ALLOTMENTS - The Contractor shall follow the provisions of DMS Reg. 1, or DPS Reg. 1 and all other applicable regulations and orders of the Bureau of Domestic Commerce in obtaining controlled materials and other products and materials needed to fill this order.

14. FAST PAYMENT PROCEDURE - (a) General - This is a fast payment order. Invoices will be paid on the basis of the Contractor's delivery to a post office, common carrier, or, in shipment by other means, to the point of first receipt by the Government. (b) Responsibility for Supplies - Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specified destination. If shipment is by means other than post office or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the purchase order, the Contractor shall assume all responsibility and risk of loss for supplies (i) not received at destination, (ii) damaged in transit, or (iii) not conforming to purchase requirements. The Contractor shall either replace, repair, or correct such supplies promptly at his expense, provided instructions to do so are furnished by the Contracting Officer within ninety (90) days from the date title to the supplies vests in the Government. (180 days for overseas shipment.)

(c) Preparation of Invoice - (1) Upon delivery of supplies to a post office, common carrier, or in shipment by other means, the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with Clause 3 of the General Provisions of Purchase Order, except that invoices under a blanket purchase agreement shall be prepared in accordance with the provisions of the agreement. All invoices shall also be prominently marked "Fast Pay". (2) If the purchase price includes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Contractor agrees to retain related paid freight bills or other transportation billings paid separately for a period of three (3) years, and to furnish such bills to the Government when requested for audit purposes. (3) In the event this order requires the preparation of a Material Inspection and Receiving Report (DD Form 256), the Contractor has the option of either preparing the DD Form 256 or including the following information on the invoice, in addition to that required in (c)(1) above: (a) A statement in prominent letters

DD 250 PREPARED. (b) shipment number, (c) mode of shipment, and (d) at line item level, (i) National Stock Number and or manufacturer's part number, (ii) unit of measure, (iii) Ship To Point, (iv) Mark For Point if in contract, and (v) MILSTRAP document number if in contract. When a DD Form 250 is prepared, the invoice will include the following information: (i) Ship To Point, (ii) Mark For Point and MILSTRAP document number if in contract, as well as the information in (c)(1) above. In all cases where no DD Form 250 is prepared, a copy of the invoice will be included in each shipment.

(d) Certification of Invoice. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering office, in the quantities shown on the invoice, and that such supplies are in the quantity and of the quality designated by the cited purchase order.

OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY"

15. (This clause applies if this contract is for services and is not exempted by applicable regulations of the Department of Labor.)

SERVICE CONTRACT ACT OF 1965 - Except to the extent that an exemption, variation or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (current minimum wage). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.

ADDITIONAL GENERAL PROVISIONS

16. CHANGES - The Contracting Officer may at any time, by a written order, and without notice to the parties, make changes within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of, this contract, which is changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract.

17. TERMINATION FOR DEFAULT - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services provided that, if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be termination for convenience under paragraph 18. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

18. TERMINATION FOR CONVENIENCE - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Section VIII of the Defense Acquisition Regulation in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

19. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract shall be assigned pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 753), to the extent that such monies are not provided in said Act, as amended, be subject to regulation of the Secretary of the Department of Defense.

ACCEPTANCE

JUL 16 1991

THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW AMENDED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

DD FORM 1155-1

PREVIOUS EDITION WILL BE USED UNTIL EXHAUSTED.

NAME OF OFFEROR OR CONTRACTOR
State of Idaho

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOTE: <u>Separate checks are to be issued for each item.</u>				

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JUL 16 1991

ADDITIONAL CONTRACT CLAUSES
(for use with DD 1155 (SEP 82) for the procurement of
Supplies and Services when the amount does not exceed \$2500)
Issued by: Department of the Army, Corps of Engineers
Edition of 20 MAR 86

20. ALTERATIONS

The following alterations apply to DD 1155r

(a) Clause 2. is deleted and the following substituted there-
fore:

VARIATION IN QUANTITY (APR 1984) FAR 52.219-9

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:
_____ Percent increase (Contracting Officer insert
percentage)
_____ Percent decrease (Contracting Officer insert
percentage)

This increase or decrease shall apply to _____

*Contracting Officer shall insert in the blank the
designation(s) to which the percentages apply, such as (1) the total
contract quantity, (2) item 1 only, (3) each quantity specified in the
delivery schedule, (4) the total item quantity for each destination,
or (5) the total quantity of each item without regard to destination.*

(b) Clause 3. is deleted and the following substituted there-
fore:

INVOICES (1982 OCT) FAR SUPP 52.232-7000

(a) An invoice is a written request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include as applicable the following:

- (i) invoice date;
- (ii) name of contractor;
- (iii) contract number (including order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total;
- (iv) shipment number and date of shipment (bill of lading number and weight of shipment will be shown for shipments on Government bills of lading);

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JUL 16 1991

- (v) name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);
- (vi) name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and
- (vii) any other information or documentation required by other provisions of the contract (such as evidence of shipment).

Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified.

(b) For purposes of determining if interest begins to accrue under the Prompt Payment Act (Public Law 97-177):

- (i) a proper invoice will be deemed to have been received when it is received by the office designated in the contract for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred;
- (ii) payment shall be considered made on the date on which a check for such payment is dated;
- (iii) payment terms (e.g., "net 20") offered by the Contractor will not be deemed a "required payment date;" and
- (iv) the following periods of time will not be included:
 - (A) after receipt of an improper invoice and prior to notice of any defect or impropriety, but not to exceed 15 days (or any lesser period established by this contract); and
 - (B) between the date of a notice of defect or impropriety and the date any proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice.

(c) Clause 4. is deleted and the following substituted therefore:

DISCOUNTS FOR PROMPT PAYMENT (1985 JUL) FAR 52.232-8

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if

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SPLY & SVC (UNDER \$2500)

acceptance is at point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date a proper invoice or voucher is received in the office specified by the Government, if the latter is later than date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which a wire transfer was made. #

(d) In Clause 5. delete "the DAR 1-314" and substitute "Parts 33 of the FAR and the DOD FAR Supplement".

(e) In Clause 6. delete "Section VI of the DAR" and substitute "Parts 25 of the FAR and DOD FAR Supplement".

(f) Clause 7. is deleted and the following substituted therefore:

CONVICT LABOR (1984 APR) FAR 52.222-3

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract except as provided by 18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973. #

(g) Clause 8. is deleted and the following substituted therefore:

OFFICIALS NOT TO BENEFIT (1984 APR) FAR 52.203-1

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. #

(h) Clause 9. is deleted and the following substituted therefore:

COVENANT AGAINST CONTINGENT FEES (1984 APR) FAR 52.203-5

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's

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JUL 16 1991

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SPLY & SVC (UNDER \$2500)

supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.*

(i) Clause 10. is deleted and the following substituted there-
fore:

GRATUITIES (1984 APR) FAR 52.203.3

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than three nor more than ten times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.*

(j) Clause 13. is deleted and the following substituted there-
fore:

PRIORITIES, ALLOCATIONS, AND ALLOTMENTS (1984 APR) FAR 52.212-8

The Contractor shall follow the provisions of Defense Materials System Regulation 1 or Defense Priorities System Regulation 1 (see 32A CFR 621-662) and all other applicable regulations and orders of the Office of Industrial Resource Administration, Department of Commerce, in obtaining controlled materials and other products and materials needed to fill this order.*

(k) Clause 14. is deleted and the following substituted there-
fore:

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SPLY & SVC (UNDER \$2500)

FAST PAYMENT PROCEDURE (APR 1984) FAR 52.213-1

(a) **General.** Invoices will be paid on the basis of the Contractor's delivery to a post office or common carrier (or, in shipment by other means, to the point of first receipt by the Government).

(b) **Responsibility for supplies.** Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specific destination. If shipment is by means other than Postal Service or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace, repair, or correct those supplies promptly at the Contractor's expense, but only if instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government (180 days for overseas shipments).

(c) **Preparation of invoice.**

(1) Upon delivery of supplies to a post office or common carrier, (or, in shipments by other means, the point of first receipt by the Government) the Contractor shall prepare an invoice as provided in this contract, order, or blanket purchase agreement. In addition, the invoice shall be prominently marked "FAST PAY".

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Contractor agrees to retain related paid freight bills or other transportation billings paid separately for a period of 3 years and to furnish the bills to the Government when requested for audit purposes.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report on a prescribed form, the Contractor has the option of either preparing the receiving report on the prescribed form or including the following information on the invoice, in addition to that required in subparagraph (c)(1) above:

(i) A statement in prominent letters "NO RECEIVING REPORT PREPARED".

(ii) Shipment number.

(iii) Mode of shipment.

(iv) At line item level, (A) national stock number and/or manufacturer's part number, (B) unit of measure, (C) Shipment-To Point, (D) Mark-For Point if in contract, and (E) FEDSTRI/MILSTRIP document number if in contract.

(4) If this contract, order or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the invoice will include at the line item level information at the line item level in addition to that required in subparagraph (c)(1) above:

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JUL 16 1991

- (i) Ship-To-Point.
- (ii) Mark-For-Point.
- (iii) FEDSTRIP/MILSTRIP document number if in contract, in addition to that required in subparagraph (c)(1) above.

(5) Where a receiving report is not required, a copy of the invoice will be included in each shipment.

(d) **Certification of invoice.** The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) **Fast pay container identification.** All outer shipping containers shall be marked "FAST PAY".*

(1) In Clause 18. delete "Section VIII of the Defense Acquisition Regulation" and substitute "Parts 49 of the FAR and DOD FAR Supplement".

(m) Clause 19. is deleted and the following substituted therefore:

ASSIGNMENT OF CLAIMS (1984 APR) FAR 52.232-23

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 203, 41U.S.C. 15 (hereafter referenced to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.*

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JUL 16 1991



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:

Storehouse

Boise, Idaho 83720

83-7028
U.S. DEPT. OF DEFENSE
DEPT. OF ARMY
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WA 99362

138093

April 30, 1986

CERTIFIED MAIL

EXAMINATION FEE NOTICE

Dear Permit Holder:

Department records show that proof of beneficial use has been submitted for the above-referenced permit, but that a field examination has not yet been conducted to determine the extent of beneficial use of the water for licensing purposes.

House Bill 671 (effective April 4, 1986) enacted by the 1986 Idaho Legislature requires the payment of a fee before this department can conduct the field examination needed to issue a license confirming use of water under the permit. This letter is notification that the license examination fee is due within sixty (60) days of the date of this letter. The examination fee information sheet (enclosed) must be returned with the fee.

As an alternative to submitting the fee, the department will accept a field examination report completed by a certified water right examiner from the private sector. If you choose to have the examination done by a certified water right examiner, you need not submit the license examination fee to the department, but you must within sixty (60) days of the date of this letter return to the department, the examination fee information sheet showing appropriate information together with a statement from the certified examiner to verify that you have retained a certified examiner to conduct the field examination. If you choose this alternative, a completed field examination report must be submitted within one year of the date of this letter. You cannot later change your decision to use this alternative and submit the fee needed for the department to conduct the field examination, but you may change to another certified examiner.

JUL 16 1991

Certified water right examiners are licensed engineers, geologists, or land surveyors certified by the department to conduct water right examinations. The procedure for certifying examiners results from the recently enacted HB 671 and is being developed at this time. A listing

of certified water right examiners will be available from this department when examiners have been certified.

If your permitted use, in fact, has already been examined by the department and you have not asked to have the examination repeated, the fee requirement is not applicable to your permit. If you believe this is the case, please contact the department.

The license examination fee is to be based on the amount of water you indicate you have developed, as listed in item 6 on the examination fee information sheet. The amount of water on which the examination fee is based can be less than the permitted amount, if less water has been diverted and beneficially used. The licensed amount of water, however, will not exceed the amount you claim on the examination fee information sheet. The enclosed license examination fee schedule shows a listing of applicable fees.

FAILURE TO SUBMIT WITHIN THE SIXTY (60) DAY PERIOD, THE FEE OR THE STATEMENT THAT A CERTIFIED EXAMINER HAS BEEN RETAINED TO MAKE THE FIELD EXAMINATION, WILL BE CAUSE TO ADVANCE THE PRIORITY OF THE PERMIT ONE DAY FOR EACH DAY THAT THE FEE SUBMITTAL IS LATE.

FAILURE TO SUBMIT THE FEE OR THE COMPLETED FIELD EXAMINATION REPORT WITHIN A YEAR WILL BE CAUSE TO CONSIDER THE PROOF OF BENEFICIAL USE TO BE INCOMPLETE AND TO LAPSE THE PERMIT.

The attached examination fee information sheet and the fee may be submitted to the following department offices.

Northern Region

Idaho Dept. of Water Resources
4055 Government Way
Coeur d'Alene, ID 83814
Phone: 765-4639

Eastern Region

Idaho Dept. of Water Resources
150 Shoup Ave., Suite 15
Idaho Falls, ID 83401
Phone: 525-7161

Southern Region

Idaho Dept. of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, ID 83301
Phone: 734-3578

Western Region

Idaho Dept. of Water Resources
450 W. State St., (Third Floor)
Boise, ID 83720
Phone: 334-2190

Sincerely,



L. GLEN SAXTON
Chief, Operations Bureau

Enclosures

JUL 16 1991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Northern Region

JOHN V. EVANS
Governor
A. KENNETH DUNN
Director

4055 Government Way
Coeur d'Alene, ID 83814
(208) 667-6484

MARCH 12, 1986

CORPS OF ENGINEERS
BLDG. 602 CITY-COUNTY AIRPORT
WALLA WALLA WA 99362

RE: Permit No. 83-7028

Dear Permit Holder:

We acknowledge receipt of your statement submitted as proof of beneficial use for the above referenced permit.

Before a Water Right License can be issued, a field examination must be made by a representative of this department.

A field examiner will contact you to arrange to examine your system.

If you have any questions regarding the field examination, please contact this office by phone at 765-4639 or in person at our office.

Sincerely,

/S/
TOM D. KING
Senior Water Resource Agent

cc: IDWR - State Office

JUL 16 1986

U.S. Army Co. of Engineers
Bldg. 602, City-County Airport
Walla Walla, WA 99362

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STAMP
HERE

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JAN 27 1966



IDAHO DEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720
Department of Water Resources

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DEPARTMENT OF WATER RESOURCES

The Idaho Department of Water Resources will consider this card as a statement that the permit holder(s) has completed development to the extent shown below of Permit No. 83-7028.

Name(s) of Permit Holder: U.S. Army Corps of Engineers

Post Office Address: Bldg. 602, City-County Airport

Walla Walla, WA 99362

Tel. No. (509) 522-6794

Source of Water: Dworshak Reservoir

Extent of Use:

☒ Domestic

☐ Stockwater

☐ Irrigation

☒ Other

(number of households)

(number and type of stock)

(acres)

Measuring Device:

Required?

☐ Yes ☒ No

Installed?

☐ Yes ☐ No

Access Port:

Required?

☐ Yes ☒ No

Installed?

☐ Yes ☐ No

The above information is a true statement of the extent to which the above numbered permit has been developed.

21 Jan 86

Date

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Richard Carlton
RICHARD CARLTON, Ch, RE Div

Signature of Permit Holder



ate of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

January 14, 1982

U.S. Army Corps of Engineers
Building 602, City-County Airport
Walla Walla, WA

Re: Permit No. 83-7029 , 83-7028

Enclosed is a copy of the approved request for extension of time.
The time within which to submit the statement of beneficial use is
extended to December 1, 1982.

If I can be of further assistance, please feel free to contact me.

Sincerely,

Rita I. Fleck
Sr. Secretary

ccp

Enclosure - Receipt No. 21666

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DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BUILDING 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362

REPLY TO
ATTENTION OF:

NPWRE
Dworshak Dam & Reservoir
Water Well Permits 83-7028
and 83-7029

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DEC 14 1981

Department of Water Resources

3 December 1981

Idaho Dept. of Water Resources
Northern District Office
4055 Government Way, Suite #1
Coeur d'Alene, ID 83814

Gentlemen:

Inclosed are two Request for Extension of Time forms for water well permit Nos. 83-7028 and 83-7029. The deadline for beneficial use was 1 December 1981.

Reasons for request for time extension are as follows:

a. Permit 83-7028, Three Meadows Group Camp - Construction plans have been delayed. Water intake structure pipes have been built.

b. Permit 83-7029, Freeman Creek State Park - The project was finished late in the season and the water will not be put into beneficial use until spring 1982.

Inclosed is Government check No. 276,611 in the amount of \$30.00 for payment of the fees for extension of time.

Sincerely,

Allen L. Baim

ALLEN L. BAIM
Chief, Real Estate Division

3 Incl
As stated

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DEC 5 1981

Department of Water Resources
Northern District Office

CHECKED BOX APPLIES		☒ ORDER FOR SUPPLIES OR SERVICES		☐ REQUEST FOR QUOTATIONS NO.		RETURN COPIES OF THIS QUOTE BY (THIS IS NOT AN ORDER. See DD Form 1155r)		PAGE 1 OF 1	
1. CONTRACT/PURCH ORDER NO. DACW68-82-M-4036		2. DELIVERY ORDER NO.		3. DATE OF ORDER 81 NOV 09		4. REQUISITION/PURCH REQUEST NO. BQ-82-0005		5. CERTIFIED FOR NATIONAL DEFENSE UNDER DMS REG 1 DO N/A	
6. ISSUED BY: Walla Walla District Corps of Engineers Bldg. 602, City-County Airport Walla Walla, WA 99362		7. ADMINISTERED BY: (If other than 6) 		8. DELIVERY FOB ☒ BEST ☐ OTHER (See Schedule if other)		9. CONTRACTOR/QUOTER 		10. DELIVER TO FOB POINT BY: 81 NOV 06	
11. CHECK IF ☐ SMALL BUSINESS ☐ MINORITY BUSINESS		12. DISCOUNT TERMS Net		13. MAIL INVOICES TO: ISSUING OFFICE		14. SHIP TO: CORPS OF ENGINEERS Bldg. 602, City-County Airport Walla Walla, WA 99362		15. PAYMENT WILL BE MADE BY: ISSUING OFFICE	
16. TYPE OF ORDER DELIVERY PURCHASE ☒ DELIVERY		This delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your General Provisions of Purchase Order on DD Form 1155r (EXCEPT CLAUSE NO. 13 APPLIES ONLY IF THIS BOX IS CHECKED, AND NO. 15 IF THIS BOX IS CHECKED) ; special provisions 10 USC 2304(a)(3) or as specified in the schedule if within the U. S., its possessions or Puerto Rico; if otherwise, under 48 CFR 101-11.6, if checked, Additional General Provisions apply; Supplier shall sign "Acceptance" on DD Form 1155 and return to the contracting officer. 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE BQ BFDWA304P200000							
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES		20. QUANTITY ORDERED		21. UNIT PRICE		22. AMOUNT	
1.		Permit 83-7028, Three Meadows Group Camp Intake Structure, Dworshak Dam and Reservoir, extension of time.		1		ea		15.00	
2.		Permit 83-7029, Freeman Creek State Park Intake Structure, Dworshak Dam and Reservoir, extension of time.		1		ea		15.00	
		PAY IN ADVANCE							
23. TOTAL								30.00	
24. UNITED STATES OF AMERICA Donald H. Stiller BY: DONALD H. STILLER CONTRACTING/ORDERING OFFICER		25. SHIP NO.		26. D.O. VOUCHER NO.		27. PAID BY		28. CHECK NUMBER	
29. QUANTITY IN COLUMN 20 HAS BEEN: ☐ INSPECTED ☐ RECEIVED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		30. DATE		31. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32. DATE RECEIVED		33. DATE RECEIVED	
34. RECEIVED AT		35. RECEIVED BY		36. DATE RECEIVED		37. TOTAL CONTAINERS		38. S/R ACCOUNT NUMBER	
39. RECEIVED AT		40. RECEIVED BY		41. DATE RECEIVED		42. TOTAL CONTAINERS		43. S/R VOUCHER NO.	

RECEIVED

RECEIVED

DEC 14 1981

NOV 12 1981

Incl of 21-22

LMJ/plw

THIS PARAGRAPH APPLIES ONLY TO QUOTATIONS Supplies are of domestic origin unless otherwise indicated by quotation. Consider quotations or modifications thereof received after the date of the Government. This is a request for information and quotation. Complete blocks 11, 12, 22, 23, 25. If you are unable to quote, please advise. This request does not commit the Government to pay any cost incurred in preparation of this quotation or to procure or contract for supplies or services.

GENERAL PROVISIONS

1. INSPECTION AND ACCEPTANCE—Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless results from negligence of the United States Government. Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturers' part numbers specified herein.

2. VARIATION IN QUANTITY—No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. PAYMENTS—Invoices shall be submitted in quadruplicate (one copy shall be marked "Original") unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number and weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants.

4. DISCOUNTS—In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when acceptance is at the point of origin, or from date of delivery at destination, or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the Government, if the latter is later than date of delivery. Payments deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

5. DISPUTES—(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as to constitute a lack of faith, or not supported by substantial evidence. The Secretary or his duly authorized representative shall have the opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in (a) above, provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. FOREIGN SUPPLIES—This contract is subject to the War Relocation Act (41 U.S.C. 101-104) as implemented by Executive Order 10582 of December 19, 1954, and any restrictions in appropriation or on the procurement of foreign supplies.

7. CONVICT LABOR—In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4052(c)(2)) and Executive Order 11755, December 29, 1973.

8. OFFICIALS NOT TO BENEFIT—No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation or for its general benefit.

9. CONTRACT AGAINST CONTINGENT FEES—The Contractor agrees that no person or selling agency has been employed or retained to solicit or secure this contract upon an understanding or agreement for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of soliciting business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

10. GRATUITIES—(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Secretary or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount as determined by the Secretary or his duly authorized representative which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. RENEGOTIATION—This contract, and any subcontract hereunder, is subject to the Renegotiation Act of 1941, as amended (41 U.S.C. App. 121-124) and shall be deemed to contain all the provisions required by Section 104 thereof, and is subject to any subsequent act of Congress providing for the renegotiation of contracts.

12. CONDITION FOR ASSIGNMENT—This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 151), unless or until the supplier has been requested and has accepted this order by executing the Acceptance hereon.

13. COMMERCIAL WARRANTY—The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

14. PRIORITY, ALLOCATION OF DMS Reg. 1 or DPS Reg. 1 and Committee in obtaining controlled

15. FAST PAYMENT PROCEDURE—This is a fast payment order. Invoices will be paid on the basis of the Contractor's delivery to a post office, common carrier, or in shipment by other means, to the point of first receipt by the Government.

(b) Responsibility for Supplies. Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specified destination. If shipment is by means other than post office or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the purchase order, the Contractor shall assume all responsibility and risk of loss for supplies (i) not received at destination, (ii) damaged in transit, or (iii) not conforming to purchase requirements. The Contractor shall either replace, repair, or correct such supplies promptly at his expense, provided instructions to do so are furnished by the Contracting Officer within ninety (90) days from the date title to the supplies vests in the Government.

(c) Preparation of Invoice. (1) Upon delivery of supplies to a post office, common carrier, or in shipments by other means, the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with Clause 3 of the General Provisions of Purchase Order, except that invoices under a blanket purchase agreement shall be prepared in accordance with the provisions of the agreement. In shipments by either post office or common carrier, the Contractor shall either (A) cite on this invoice the date of shipment, name and address of carrier, bill of lading number or other shipment document number, or (B) attach copies of such documents to his invoice as evidence of shipment. In addition the invoice shall be prominently marked "Fast Pay." In case of delivery by other than post office or common carrier, a receipted copy of the Contractor's delivery document shall be attached to the invoice as evidence of delivery.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Contractor agrees to retain related paid freight bills or other transportation billings paid separately for a period of three years and to furnish such bills to the Government when requested for audit purposes.

(3) In the event this order requires the preparation of a Material Inspection and Receiving Report (DD Form 250), the contractor has the option of either preparing the DD Form 250 or including the following information on the invoice, in addition to that required in (b) (1) above: (A) a statement in prominent letters "NO DD 250 PREPARED"; (B) shipment number; (C) mode of shipment; and (D) at line item level, (i) National Stock Number and/or Manufacturer's part number, (ii) unit of measure, (iii) Ship-To-Point, (iv) Mark-For-Point if in contract, and (v) MIL STRIP document number if in contract.

(d) Certification of Invoice. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that such supplies are in the quantity and of the quality designated by the cited purchase order.

OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY"

16. (This clause applies if this contract is for services and is not exempted by applicable regulations of the Department of Labor.)

SERVICE CONTRACT ACT OF 1965—Except to the extent that an exemption, variation or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6 (a)(1) of the Fair Labor Standards Act of 1938, as amended (current minimum wage). However, in cases where section 6 (e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.

ADDITIONAL GENERAL PROVISIONS

17. CHANGES—The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, a written change order or change in the cost of, or the time required for performance of this contract, shall be made by written modification of this contract. Any change in the contract price or time for completion under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

18. TERMINATION FOR DEFAULT—The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided that, if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 19. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

19. TERMINATION FOR CONVENIENCE—The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Section VIII of the Armed Services Procurement Regulation, in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

20. ASSIGNMENT OF CLAIMS—Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 151). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act as amended, be subject to reduction or set-off (See Clause 12).

ACCEPTANCE

The Contractor hereby accepts the offer represented by the numbered purchase order as it may previously have been or is now modified, subject to all of the terms and conditions set forth, and agrees to perform the same.

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

ADDITIONAL GENERAL PROVISIONS (CONTINUED)
(For use with DD 1155 for the procurement of
supplies and services when the amount of
this contract does not exceed \$2,500)
Edition of 12 September 1980

Issued By: Department of the Army, Corps of Engineers

RECEIVED

DEC 14 1981

Department of Water Resources

21. FAIR LABOR STANDARDS ACT AMENDMENT (1974 MAY)

(The following clause is applicable if this contract is for services)
Notwithstanding any other provisions of this contract, the minimum wage
payment shall be as specified by P.L. 93-259 or the service contract act wage
determination rate, if any, whichever is greater.

22. ALTERATIONS

The following alteration has been made.

5. DISPUTES. In accordance with the Contract Disputes Act of 1978,
Clause 5, Disputes, DD Form 1155r, is deleted and the following is inserted
therefor.

DISPUTES (1980 JUN)

(a) This contract is subject to the Contract Disputes Act of 1978 (P.L.
95-563).

(b) Except as provided in the Act, all disputes arising under or relating
to this contract shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by
one of the parties seeking, as a matter of right, the payment
of money, adjustment or interpretation of contract terms, or
other relief, arising under or relating to this contract.
However, a written demand by the contractor seeking the
payment of money in excess of \$50,000 is not a claim until
certified in accordance with (d) below.

(ii) A voucher, invoice or other routine request for payment that
is not in dispute when submitted is not a claim for the
purposes of the Act. However, where such submission is
subsequently disputed either as to liability or amount or not
acted upon in a reasonable time, it may be converted to a
claim pursuant to the Act by complying with the submission and
certification requirements of this clause.

(iii) A claim by the contractor shall be made in writing and
submitted to the contracting officer for decision. A claim by
the Government against the contractor shall be subject to a
decision by the Contracting Officer.

(d) For contractor claims of more than \$50,000, the contractor shall
submit with the claim a certification that the claim is made in good faith;
the supporting data are accurate and complete to the best of the contractor's
knowledge and belief; and the amount requested accurately reflects the
contract adjustment for which the contractor believes the Government is
liable. The certification shall be executed by the contractor if an
individual. When the contractor is not an individual, the certification shall
be executed by a senior company official in charge at the contractor's plant
or location involved, or by an officer or general partner of the contractor
having over-all responsibility for the conduct of the contractor's affairs.

(e) For contractor claims of \$50,000 or less, the Contracting Officer
must, if requested in writing by the contractor, render a decision within 60
days of the request. For contractor certified claims in excess of \$50,000 the

(12 Sep 80)

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Contracting Officer must decide the claim within 60 days or notify the contractor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the contractor appeals or files a suit as provided in the Act.

(g) Interest on the amount found due on a contractor claim shall be paid from the date the contracting officer receives the claim, or from the date payment otherwise would be due, if such date is later, until the date of payment.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal or action arising under the contract, and comply with any decision of the Contracting Officer. (DAR 7-103.12(a))

11 OCT 1980

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
CERTIFIED MAIL

138873

UNITED STATES OF AMERICA
ARMY CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WA 99362

SEPTEMBER 30, 1981

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF YOUR WATER PERMIT NO. 83-7026 WAS THAT EVIDENCE OF THE EXTENT OF DEVELOPMENT MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE DECEMBER 01, 1981. (SEE LAST PAGE OF YOUR APPROVED PERMIT). ENCLOSED IS A POST CARD WHICH MAY BE USED TO SUBMIT THE REQUIRED PROOF OF BENEFICIAL USE.

IF YOU HAVE NOT FULLY COMPLETED YOUR PROJECT, AND YOU HAVE NOT PREVIOUSLY RECEIVED AN EXTENSION OF TIME, YOU MAY REQUEST AN EXTENSION OF TIME PROVIDED THE DELAY IS FOR REASONABLE CAUSE AS INDICATED IN SECTION 42-204, IDAHO CODE, AMENDED. IF YOU HAVE BEEN PREVENTED FROM PROCEEDING BY A GOVERNMENTAL AGENCY OR BY LITIGATION, MORE THAN ONE EXTENSION OF TIME CAN BE GRANTED. A REQUEST FOR EXTENSION OF TIME FORM IS ENCLOSED FOR YOUR CONVENIENCE. PLEASE NOTE THAT A FEE OF \$15.00 MUST BE SUBMITTED WITH THIS FORM.

EITHER THE BENEFICIAL USE POST CARD OR A REQUEST FOR AN EXTENSION OF TIME MUST BE RECEIVED BY THIS DEPARTMENT ON OR BEFORE THE ABOVE MENTIONED DATE, OTHERWISE, THE PERMIT WILL LAPSE AND BE OF NO FURTHER FORCE OR EFFECT WITHIN 60 DAYS.

SINCERELY,

RITA FLECK
SR. SECRETARY

ENCLOSURES

MICROFILMED

May 8, 1979

Re: Permit No.'s 83-7028 & 83-7029

U. S. Army, Corps of Engineers
Walla Walla District
Bldg. 602, City-County Airport
Walla Walla, Washington 99362

Gentlemen:

Enclosed are copies of your approved Applications for Permit. We direct your attention to the conditions of approval as listed on the fourth pages.

Sincerely,

DAVID R. TUTHILL, JR.
Supervisor, Water Allocations Section

DRT:lr

Enclosures

RECEIVED
MAY 10 1979

83-7028

STAFF REVIEW - STATE OFFICE

1. ✓ Name vs. Signature
2. S.W. Source
3. ✓ Point of Diversion
4. 0.1 Amnt. & Period of Use
5. ✓ Descrip. of Diverting Wrks.
6. 2 1/2 Time req. for Proof of B/U
7. ✓ Place of Use for other than irrig.
8. N/A Place of Use for irrigation (add acres)
9. A Property Owner at Pt. of Div. & Pl. of Use
10. ✓ Map
11. no Fee & Rec't. No.

Copies Sent To:

no Idaho Health Department
7 Idaho Fish & Game Dept.
7 Bureau of Land Management

no U.S.F.S.
7 Dept. of Lands
7 Other

Dam Safety Information N/A (Goes to Permit Section)

Check:

Critical G.W. Area yes ✓ no

Other rights on same land N/A

Withdrawals of all protests received N/A yes no

Conditions:

ID Power Co. Letter - Snake R. NO

ID Power Co. Letter - G.W. & Tribs. no

Snake River Condition ✓

Payette River Letter ✓

Priority Date 3/16/79

Water Quality #16 NO

Water Quality #10 no
 intrastate no interstate no

Meas. Dev. or Sc. Meas. NO

Totalizing meter no

Supplemental no

Right-of-Way Cond. no

Watermaster Cond. no
 Wtr. Dist No. no

Meas. Dev. Cond. for apps within
 a Water Dist. no

Reviewer Jui

Date 5/7/79

DEPARTMENT OF WATER RESOURCES
- STAFF ANALYSIS -

Item Initial Date

Application No. Coyos 83-7028

☒ Source
☒ Point of Diversion
☒ County
☒ Quantity of Water and Period of Use
☒ Description of Diverting Works
☒ Time required for B/U of water
☒ Place of Use or Acres Irrigated
☒ Map
☒ Signature
☒ Fee

(1) [Signature] 2-7-79

In form to receipt

(2) _____

Send Copies to:

_____ Idaho State Health Department
_____ Idaho Fish and Game Department
_____ Bureau of Land Management

(3) _____

_____ Request Special Use Permit from U.S.F.S.
_____ Request Easement from B.L.M.
_____ Request Information from Applicant
_____ Request Dam Safety Information

(4) [Signature] 2-7-79

In form for advertising

(5) _____

Platted on Map No. _____

(6) _____

Located within Water District No. _____

(7) _____

Critical groundwater area: yes _____ no _____

(8) _____

Groundwater levels:

_____ Declining, _____ Stable, _____ Increasing

(comment) _____

(9) _____

Other rights on the same place of use

(10) _____

Comments: _____

(11) [Signature] 4/20/79

Affidavit of Publication received(date) 4/20/79

(12) [Signature] 4/20/79

Final date for protests April 16, 1979
Protests received: yes _____ no ☒

(13) [Signature] 4/20/79

All requested information received from agencies or applicant: yes ☒ no _____

(14) _____

Action recommended:

☒ Approve _____ Deny

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MAY 02 1979

Department of Water Resources

3-16-79 Proposed Priority

_____ Reason for Reduction _____

_____ Measuring device required

_____ See attached sheet for other conditions of approval

☒ No special conditions for approval

(15) District Northern By Bob Haynes Date 4-26-79

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83-2028-

UNITED STATES OF AMERICA

ARMY CORPS OF ENGINEERS, BLDG. 602 CITY-COUNTY AIRPORT, WALLA WALLA, WA 99362

Source: NORTH FORK CLEARWATER RIVER tributary to CLEARWATER RIVER

Date Filed: 03/16/1979

Amount: 0.10 CFS

Diversion Point: SWNE Sec 26 T 38N R 01E, CLEARWATER Co.

Use: DOMESTIC (0.10 CFS) from 01/01 to 12/31

Place of Use: NESW NWSE Sec 26 T 38N R 01E

Diversion Means: INTAKE, CHLORINATOR AND TANK

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Northern Region

JOHN V. EVANS
Governor
C. STEPHEN ALLRED
Director

4055 Government Way
Coeur d'Alene, ID 83814
(208) 667-6484

March 22, 1979

U. S. Army Corps of Engineers
Bldg. 602, City-county Airport
Walla Walla, Washington 99362

RE: 83-7028 and 83-7029

Gentlemen:

Enclosed is Receipt No. 13459 in the amount of \$40.00 which was received by this office for the filing fee on the above-referenced item.

Sincerely,

Patricia M. Stypa

PMS

Enclosure

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DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS

BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362

NPWRE-AQ

16 February 1979

Idaho Department of Water Resources
Northern District Office
4055 Government Way - Suite #1
Coeur d'Alene, ID 83814

RECEIVED

FEB 20 1979

Department of Water Resources
Northern District Office

Gentlemen:

Reference our letter of 6 February 1979 submitting applications for Freeman Creek State Park and Group Camp No. 1 and Mr. Tom King's telephone request for descriptions of the areas of use for each application.

Inclosed are the following items:

- a. Freeman Creek Recreation Area - plan drawing.
- b. Group Camp No. 1 Vicinity Area Map - site plan drawing.
- c. Survey Plat for Freeman Creek State Park Water Use Area.
- d. Survey Plat for Group Camp No. 1 Water Use Area.

Sincerely yours,


HAROLD BUERSTATTE
Chief, Real Estate Division

4 Incls
As stated

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DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS

BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362

NPWRE-AQ
Dworshak Dam & Reservoir
Water Wells
Freeman Creek State Park and
Group Camp No. 1

6 February 1979

Idaho Department of Water Resources
Northern District Office
4055 Government Way - Suite #1
Coeur d'Alene, ID 83814

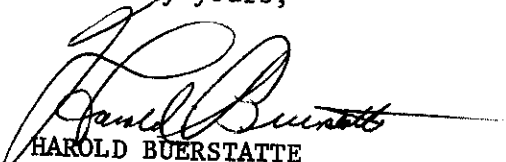
RECEIVED
FEB 7 1979
DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT OFFICE

Gentlemen:

It is requested that permits be issued for appropriation of water in the quantities and for the purposes indicated on the attached applications.

Inclosed is a Standard Form 44 in the amount of \$40.00 to be signed by you and returned to this office for payment of the fees.

Sincerely yours,


HAROLD BUERSTATTE
Chief, Real Estate Division

- 4 Incl
1. Freeman Creek Appl
2. Group Camp No. 1 Appl
3. Supporting Data
4. SF 44 (79-M-0220)

MICROFILMED

FORM 445
JUNE 1964

U.S. GOVERNMENT
PURCHASE ORDER—INVOICE—VOUCHER

DATE OF ORDER

16 Feb 79

ORDER NO.

DACW68-79-M-0220

PRINT NAME AND ADDRESS OF SELLER (Number, Street, City, and State) *

Idaho Department of Water Resources
Northern District Office
4055 Government Way - Suite #1
Coeur d'Alene, ID 83814

FURNISH SUPPLIES OR SERVICES TO (Name and address) *

U.S. Dept. of Army, Corps of Engineers
City-County Airport, Walla Walla, WA 99362
ATTN: Real Estate Division

SUPPLIES OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
1 JOB: Payment of Statutory Examination Fees for appropriation of Public Waters, Dworshak Dam and Reservoir Project, Freeman Creek State Park and Group Camp No. 1.			\$20.00
			\$20.00

AGENCY NAME AND BILLING ADDRESS *

U.S. Dept. of Army, Corps of Engrs, City-County Airport, Walla Walla, WA 99362
ATTN: Real Estate Division

TOTAL \$40.00

DISCOUNT TERMS

Net % DAYS

DATE INVOICE RECEIVED

23 Feb 79

ORDERED BY (Signature and title)

Darlene M. Stewart

DARLENE M. STEWART

Ordering Officer

PURPOSE AND ACCOUNTING DATA

96x3122 Const Gen
BFDWA304P2C0000

PURCHASER—To sign below for over-the-counter delivery of items

RECEIVED BY

Darlene M. Stewart

TITLE

Realty Clerk

DARLENE M. STEWART

DATE

23 Feb 79

SELLER—Please read instructions on Copy 2

☐ PAYMENT RECEIVED \$

☒ PAYMENT REQUESTED

\$40.00

NO FURTHER INVOICE NEED BE SUBMITTED

SELLER IDAHO DEPT. OF WATER RESOURCES

BY *Robert D. Haynes*

DATE

2-20-79

INSTRUCTIONS TO SELLER

After satisfactory identification of the Government representative presenting this purchase order, verify the itemization, including quantity, unit price, amount, total and discount sections.

This form is so designed that Copy 1 may be used as a cash payment receipt or as your invoice by completing, as appropriate, either the Payment Received or Payment Request blocks and signing the copy.

If you would rather submit to the Government representative a copy of the invoice, DO NOT SIGN COPY 1, but attach it unsigned to your invoice to expedite verification and processing for payment.

* PLEASE INCLUDE ZIP CODE 2. SELLER'S COPY OF ORDER

1976-214-976

IDENT. 83-7028

WATER RIGHT DATA ENTRY LOG

[illegible]