

**Wyoming Water Development Commission/Select Water Committee  
Joint Workshop/Meeting  
Platte Valley Community Center, 210 W. Elm Ave., Saratoga, WY  
August 24-26, 2016**

**August 24, 2016 1:30 p.m. Workshop Agenda:**

- 1. Roll Call**
- 2. Audience Introductions**
- 3. West Fork Reservoir update – Jason Mead**
- 4. Glendo Reservoir update – Harry LaBonde (A)**
- 5. Upper North Platte Watershed Study presentation – Anderson Consulting Engineers**
- 6. Protecting Aquatic Life from Effects of Hydrologic Alteration – EPA/USGS Technical Report – Harry LaBonde**
- 7. Fontenelle Pipeline presentation – Chace Tavelli (B)**
- 8. Overview of Cheyenne Water Supply System - BOPU**

**August 25, 2016 8:00 a.m. – Summer Tour (C)**

- Depart Platte Valley Community Center 8:00am
- North Fork Water Diversion Structure
- West Tunnel Portal
- Lunch @ Hog Park Picnic Area
- Hog Park Control Building
- Cherokee/Wagoner Diversion Push Up Dam
- Grand Valley Ditch at Riverside
- Dinner in Saratoga @ Saratoga Resort & Spa
  - (BBQ hosted by SER Conservation District)

**Wyoming Water Development Commission/Select Water Committee  
Joint Workshop/Meeting  
Platte Valley Community Center, 210 W. Elm Ave., Saratoga, WY  
August 24-26, 2016**

**August 26, 2016 8:30 a.m. Joint Meeting Agenda**

- 1. Call to Order**
- 2. Recognition of Members present to establish quorum**
- 3. Audience Introductions**
- 4. Approval of Agenda**
- 5. Approval of Minutes (D)**
  - June 1, 2016 Workshop
  - June 1, 2016 Executive Session
  - June 2, 2016 Meeting
  - June 2, 2016 SWC Minutes (SWC)
- 6. Request for Planning Contract Approval:**
  - South Worland Water Users (E)
  - Shell Water Users (F)
- 7. Closeout of Planning Projects (G)**
  - Buffalo Master Plan, Level I
  - Medicine Bow Watershed Study, Level I
  - Meeteetse Master Plan, Level I
  - Midvale Irrigation Hydropower Study, Level II
  - Moorcroft Master Plan, Level I
  - Piney Cruse Diversion Study, Level II
  - Sundance Feasibility Study, Level II
  - Weather Modification Feasibility Wyoming Range, Level II, Phase II
- 8. Update of Level III Construction Projects: (H)**
  - Eden Valley Rehabilitation 2011
  - Austin Wall Canal Rehabilitation
  - Burns Well Connection
  - Casper Alcova Underdrain 2016
  - Casper Poplar Transmission Pipeline
  - Casper Raw Water Supply II

- Fayette Irrigation Rehabilitation
- Gillette Madison Pipe Joint Bonding
- Kemmerer-Diamondville Water System
- LaBarge Water Supply
- Lakeview Irrigation District Rehabilitation 2014
- Little Snake Rehabilitation 2011
- Midvale Sand Butte 2 Lateral
- Riverton Valley Rehabilitation 2014
- Sidon Irrigation District Rehabilitation 2014
- Sidon Irrigation District Rehabilitation 2016
- Sundance PRV Improvements 2016
- Sundance Transmission Pipeline 2016
- Wheatland Rehabilitation 2011
- Willwood Irrigation District Rehabilitation 2016

**9. Consideration of Consultant Evaluation Forms (I)**

- Planning Projects
- Construction Projects

**10. Consideration of Agency Process Descriptions (J)**

**11. Consideration of new agency policies regarding Agency Process Descriptions (K)**  
(by Abigail Boudewyns)

**12. Consideration of WWDC Rules Revisions (L)**

**13. Consideration of Project Priorities (M)**

**14. Consideration of MOA between Scottsbluff, NE and WWDC (Mc)**

**15. Planning Contract - Platte Alliance Water Supply (PAWS), Level II Study (N)**

**16. Leavitt Reservoir Expansion Project – Third Party NEPA Contractor Services Contract Consideration (O)**

**17. New Applications and Commissioner Assignments (handout)**

**18. Select Water Committee - (P)**

Consideration of proposed legislation allowing for the transfer of excess funds from the Pathfinder Modification Account and the Glendo Reservoir Account

## **19. Discussion**

- Financial Projection of Funds **(Q)**
- Live Streaming of Commission Meetings
- Shoshone River Instream Flow RFP
- Rejection of the Medicine Bow – Sierra Madre Weather Modification Special Use Application by the Forest Service **(R)**

## **20. Future Meetings Schedule (S)**

- 2016 meetings
  - November 9-11, 2016, WWDC and SWC, Casper, WY
  - December 14-15, 2016, WWDC, Cheyenne, WY
  - December 16, 2016, SWC, Cheyenne, WY
- 2016-17 WWDC/SWC Calendar

DRAFT

**WYOMING WATER DEVELOPMENT COMMISSION**

**COMMISSIONERS**

August 2016

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# WYOMING WATER DEVELOPMENT COMMISSION

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Floyd Canfield	Water Division II
David Evans	Water Division I
Sheridan Little-Chairman	Water Division II
William Resor	Water Division IV
Jeanette Sekan	Water Division III
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Revised 04/08/16

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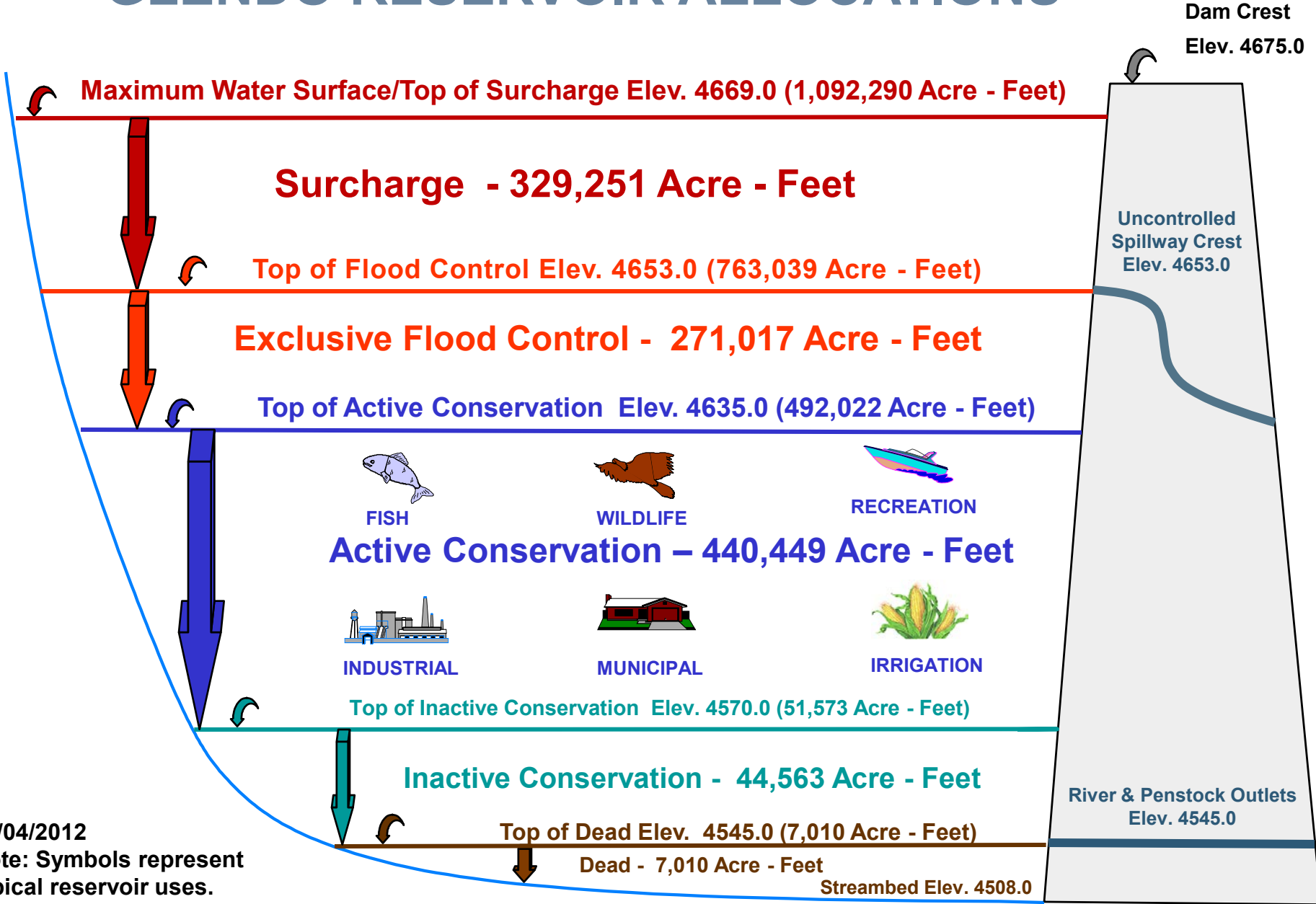
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# GLENDON RESERVOIR ALLOCATIONS



10/04/2012  
 Note: Symbols represent typical reservoir uses.



2016

# FONTENELLE PIPELINE REVIEW

WYOMING WATER DEVELOPMENT OFFICE

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# Fontenelle Pipeline In-House Review

## INTRODUCTION

August 2013, a letter was received by the Water Development Office (Office), submitted by Sweetwater County water users, requesting the Office conduct a review based on the user's concept for "possibly transporting unallocated Wyoming water stored in Fontenelle Reservoir via major pipeline(s), using primarily gravity flow, downstream where it could be put to beneficial use by a variety of interests and entities (ie: agriculture, industrial, municipal, wildlife, fisheries, etc.)". The decision was made to conduct an in-house review to look at the hypothetical scenario of pressurized gravity flow to downstream users. Further correspondence from the users indicated that the review should consider all private lands below the 6400ft contour for a pressurized system, including of the Town of Granger, the Green River/Rock Springs area, and the local industries as potential water users.

This review is based on the request and focusses on the hypothetical of pressurized flow for irrigation, industrial, and municipal uses. Use estimates are based on data obtained from the Green River Basin Plan study and information for irrigation use from a conversation with an irrigator on the Green River below Fontenelle Reservoir, and conversations with the potential municipal users. It must be noted that for pressurized flow to occur, the transmission lines would need to be put through the dam structure which would require a breach and reconstruction of the dam.

This review will show that a pressurized fed system can theoretically work; however, a pressurized flow alternative requires major modifications to the dam and may not be feasible. This review focusses on only the main transmission lines; there are laterals that would need to be constructed, power transmission, and on farm improvements required for a complete project. Further detailed study is required and this review should only be used for informational purposes; significant engineering, coordination with the Bureau of Reclamation, refined cost estimates, and environmental review are necessary.

## WATER USE

Water use for the three projected uses - irrigation, industrial, and municipal - was estimated from three sources. Irrigation was based on information provided by an irrigator on the Green River below Fontenelle Reservoir which was supported by the University of Wyoming's Water Resources Data System (WRDS); industrial use was obtained from the Green River Basin Plan; municipal use was obtained by a conversation with Granger's water system operator and the Green River/Rock Springs/Sweetwater County Joint Powers Board (JPWB).

## Irrigation

The initial step for determining irrigation use was to define potential irrigated lands. The sponsors provided a map and stated that they were interested in knowing if the lands below the 6,400 ft contour could be irrigated with pressurized flow. Pressurized flow is desired by irrigators because they avoid the pumping costs required to operate under pivot irrigation systems. WRDS was tasked with identifying the potential irrigated lands below the 6,400ft contour. WRDS began with a digital elevation model overlaid by the Sweetwater County Tax Parcel GIS data to locate private land. The request for the review was to irrigate all of the private lands below the 6,400 ft contour and below the reservoir. WRDS identified 120-acre polygons that represent potentially irrigated lands by center pivots on private land. Once the irrigated land polygons were identified, WRDS had to refine the estimate to eliminate polygons based on lands with a slope greater than 5%, and polygons overlying lakes, reservoirs, streams, draws, roads, mines and industrial property. WRDS then considered a potential pipeline route to exclude lands that could not logically be served because they were too remote. This criteria defined the final location of irrigated lands. An estimated 20,627 acres were identified for potential irrigation. Soil types were not considered as part of the determination of potential irrigation. It should be noted that the soil types range from class C to D, Figure 2, shows potentially irrigated lands and soil type.

Water use for irrigation was developed from correspondence with an irrigator below Fontenelle on the Green River. The irrigator stated that his annual water use was 2 acre-ft per acre per year. This value was confirmed by WRDS as appropriate for this study. The assumed length of the irrigation season is 153 days. The final estimated water use for irrigation is 41,254 acre - ft or 136 cfs. Soil types were not considered in the determination of irrigable lands.

## Municipal

The town of Granger and the JPWB were identified as the potential municipal use. Granger provided a letter of support for this review. The Green River Basin Plan's municipal water use data was based on the Office's Public Water System Survey. When reviewing the data for Granger it was found that the data was out of date so a conversation was held with system operator to obtain a conservative water use estimate of 168 acre-ft/yr. Staff from the JPWB were interviewed and indicated that while they would be interested in the study's findings, they are currently constructing a large reservoir to help improve their system's water supply and a project of the magnitude of this review, and the potential cost, is not something they would consider participating in at this time. Therefore, Granger was the only municipal use for this review.

## Industrial

From the Green River Basin Plan (Plan) the industries of OCI, FMC WYO, General Chemical, and Church/Dwight were identified as potential industrial use. The Plan was then used to estimate the potential Industrial use. The following uses were identified:

- OCI -- 2,994 acre-ft/year = 4.14 cfs
- FMC WYO -- 7,362 acre-ft/year = 10.17 cfs

- Gen. Chem. -- 3,788 acre-ft/year = 5.23 cfs
- Church/Dwight -- 160 acre-ft/year = 0.22 cfs

### Total Water Use

The total estimated water use for this review is 55,726 acre-ft/year.

- Industrial -- 14,304 acre-ft/yr = 19.8 cfs
- Municipal -- 168 acre-ft/yr = 0.23 cfs
- Irrigation -- 41,254 acre-ft/yr = 136 cfs
  - Total -- 156.03 cfs

### Transmission Alignment

Figure 1 depicts the estimated irrigated lands, industrial use, and municipal use, including the potential transmission and lateral lines with a BLM lands overlay. There were three options considered to attempt to convey water for serving the irrigated lands and industrial and municipal use. The first alternative was a transmission line directly out of the reservoir, as requested by the potential water users, the second a diversion out of the Green River above the reservoir, and the third a diversion out of the river below the reservoir. The cursory look at the topography in the area above the reservoir is not conducive to gravity flow. There are steep banks very close to the river which would require the diverted water be pumped on to the benches in order to serve the desired irrigated lands. A diversion from the river below the reservoir would not be able to gravity feed water to the lands below the 6,400 foot contour as requested by the potential users. This diversion would also need to be pumped to irrigate the lands at higher elevations.

Following the determination of potentially irrigated lands, transmission alternatives were developed to maximize the number of potentially irrigated lands that could be served through gravity flow. Figure 1 shows the final alignment. It was determined that two main transmission pipelines would be necessary ; one to provide municipal and industrial water year round, the other to provide seasonal irrigation water because the irrigation transmission line will not need to be kept full year round. The irrigation transmission was split into two lines for modeling purposes. The east transmission line is the major conveyor of water for the entire project. Northeast of OCI, a west transmission line splits off from the east line headed in a southwesterly direction, crosses the Green River, and ends at irrigated parcels near Granger. The east transmission extends southerly after the split to irrigate lands farther to the south. The entire east line is approximately 42 miles long. The west line is approximately 19 miles in length. The municipal and industrial line is parallel to the east line and turns westerly to parallel the west transmission line and ends at Granger. The municipal/industrial line is 54 miles long.

Lateral pipe line locations were estimated to convey water to the irrigated lands, industries, and Granger. These lines were not considered for the hydraulic and cost estimate analyses.

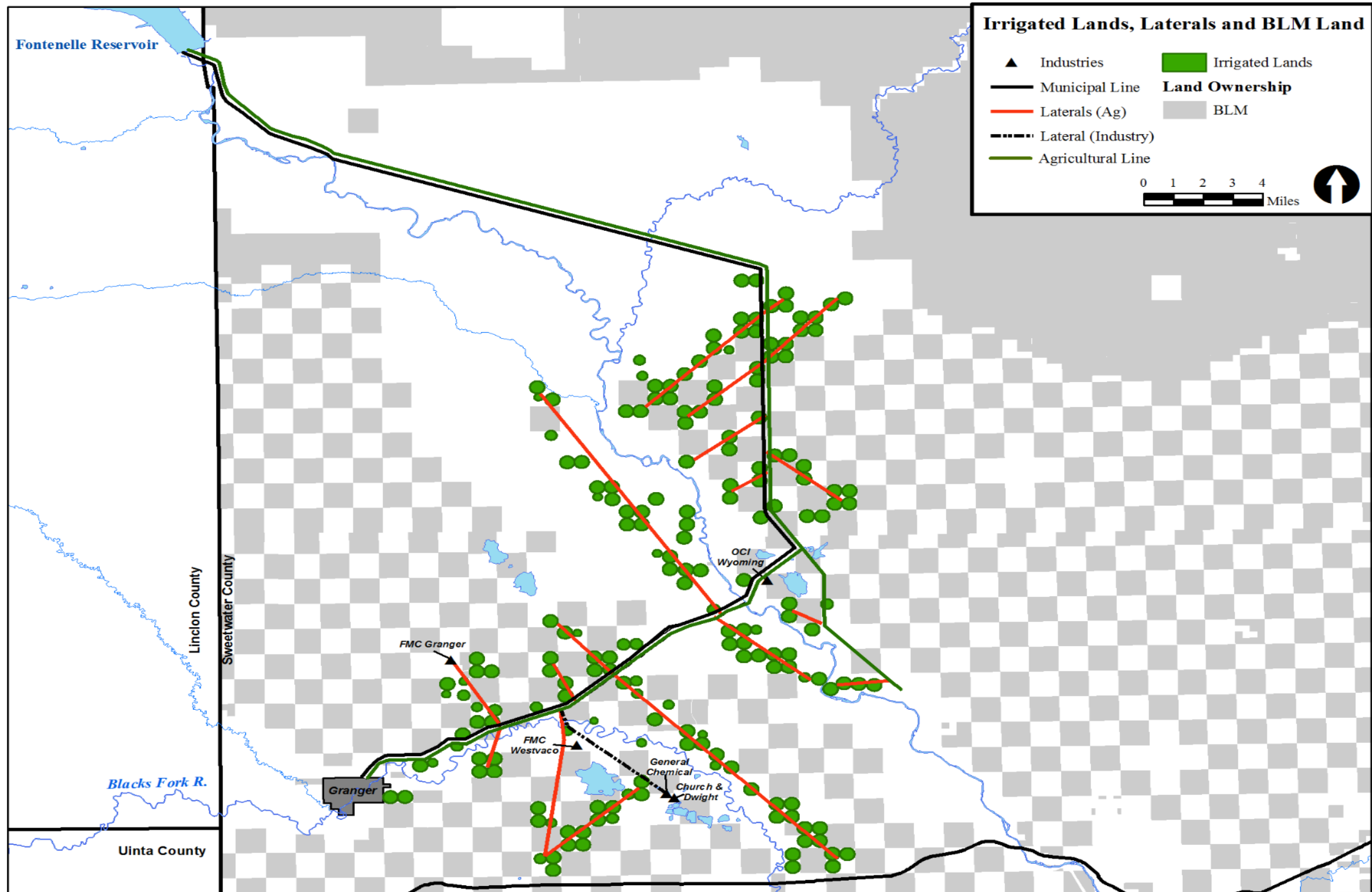


Figure 1. Use / Transmission and Laterals / BLM land

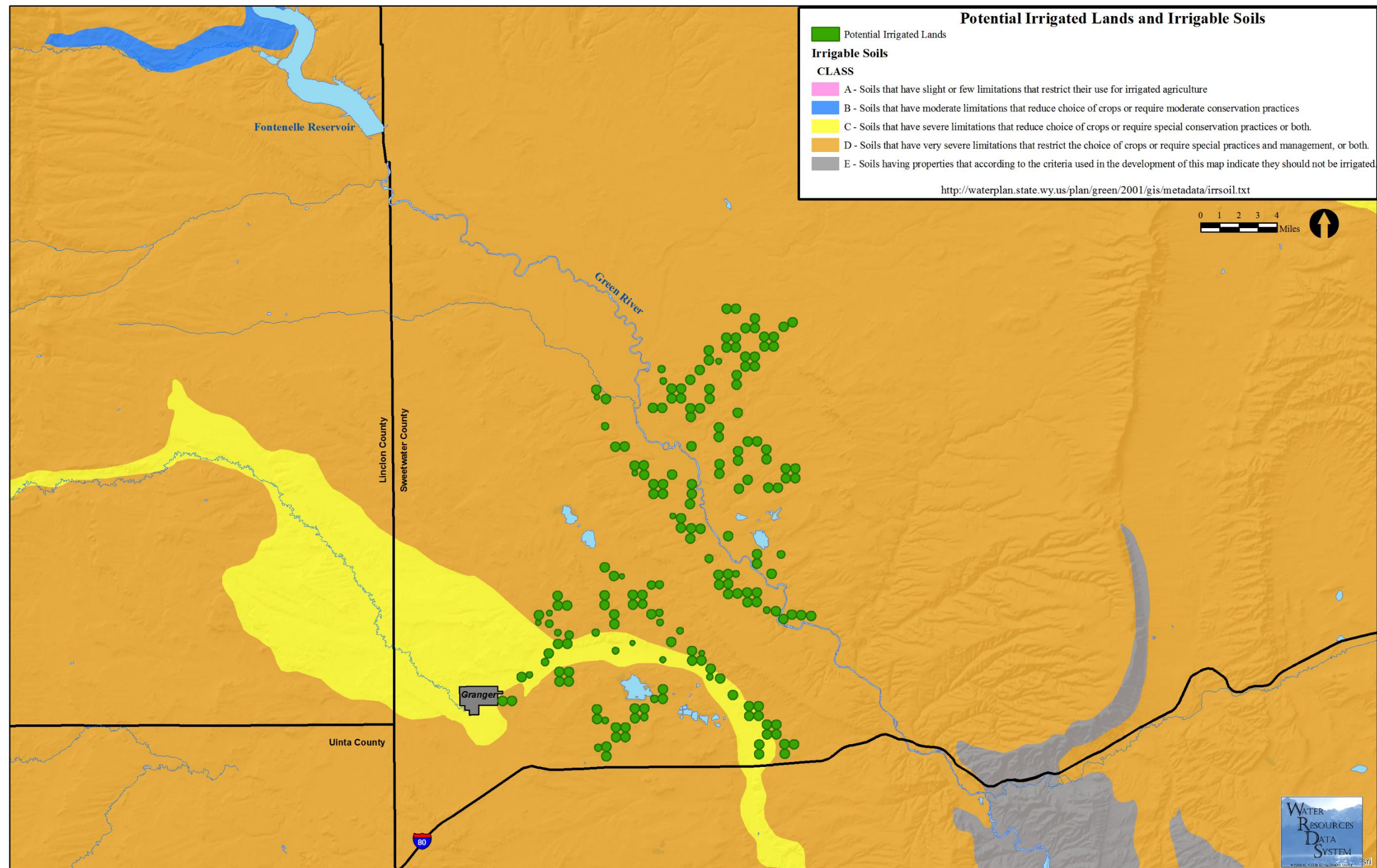


Figure 2. Potential Irrigated lands and irrigable soils

## Water Supply

Fontenelle Reservoir is the requested source-supply identified by the potential users. There were attempts to consider supplying the system with gravity-fed water directly out of the Green River above and below the reservoir which proved not feasible. This review will look at the possibility of using the reservoir as the source of a pressurized water supply system. As stated earlier, this would require extensive modifications to the dam. Fontenelle Reservoir is a Bureau of Reclamation owned facility. It is an earthen dam on the main stem of the Green River, located just downstream of the town of LaBarge. The reservoir is a multipurpose storage facility and has a storage capacity of 345,397 acre-ft, 260,000 acre-ft is currently the active capacity of the reservoir. There will be a study to look at the feasibility of rip-rapping the bottom section of the dam to provide access to the remaining inactive capacity. For this review, records of the surface water elevations of Fontenelle were obtained and an average surface water elevation of 6,487 feet, for the period of record from July 1967 to July 2013, was calculated. This surface water elevation was used as the initial elevation for the hydraulic analysis.

## Hydraulic Calculations

To determine if a pressurized water system is possible, a static-state hydraulic model was built in an EXCEL spreadsheet. This model estimates the pressure at locations along the pipelines. Only the main transmission lines were modeled. There was no attempt to model the laterals. The analysis does show that the transmission lines can be fed from the reservoir but further analysis is necessary to determine if the main transmission lines have adequate pressure for the laterals to convey water to the irrigated parcels. For this analysis the pipe is assumed to be plastic and a maximum velocity of 3.5 feet per second.

The municipal / industrial line is 54 miles in length. The maximum pressure calculated in the model is 113 psi; the minimum pressure is 8 psi; the maximum velocity is 2.24 fps. A separate transmission line, designated for municipal / irrigation water use, was designed because of the necessity for year round flows whereas irrigation is seasonal.

The east irrigation transmission line is 42 miles in length. The maximum pressure calculated in the model is 78 psi; the minimum pressure is 8 psi; the maximum velocity is 3.5 fps. The west irrigation transmission line is 19 miles in length. The maximum pressure calculated in the model is 110 psi; the minimum pressure is 10 psi; the maximum velocity is 3.5 fps. Theoretically there is a potential for pressurized flow; however, a more detailed analysis, including the laterals, may show that the system will need a pump station to boost the lower pressures that are found in each line. The following figures depict the hydraulic grade line for each transmission line.



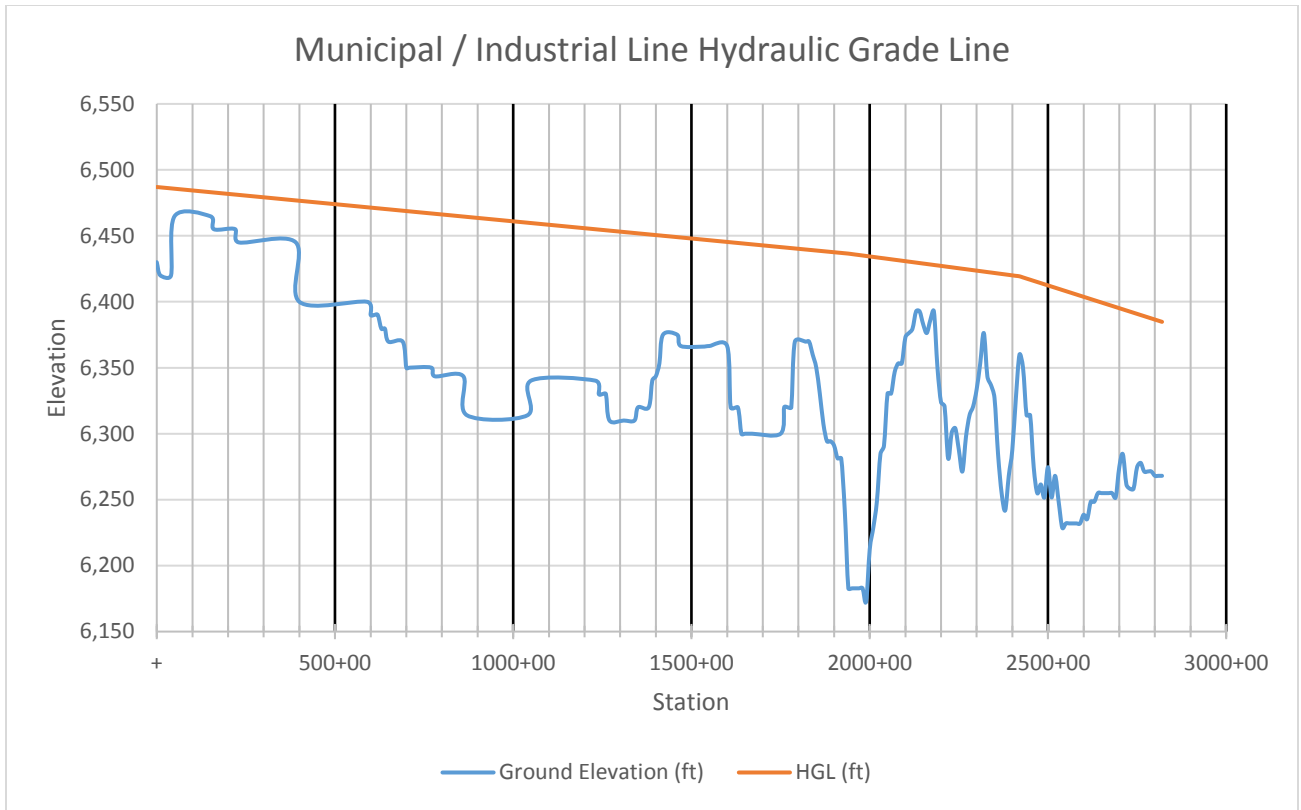


Figure 3. Municipal / Industrial Hydraulic Grade Line

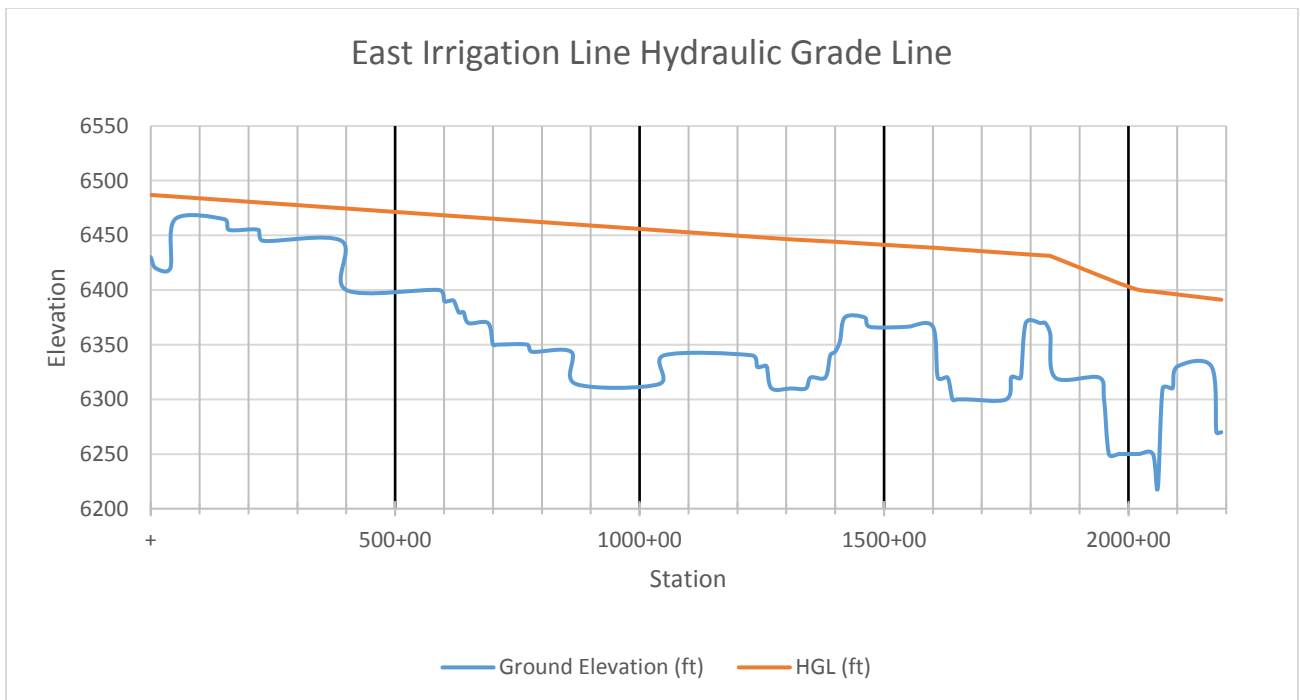


Figure 4. East Hydraulic Grade Line

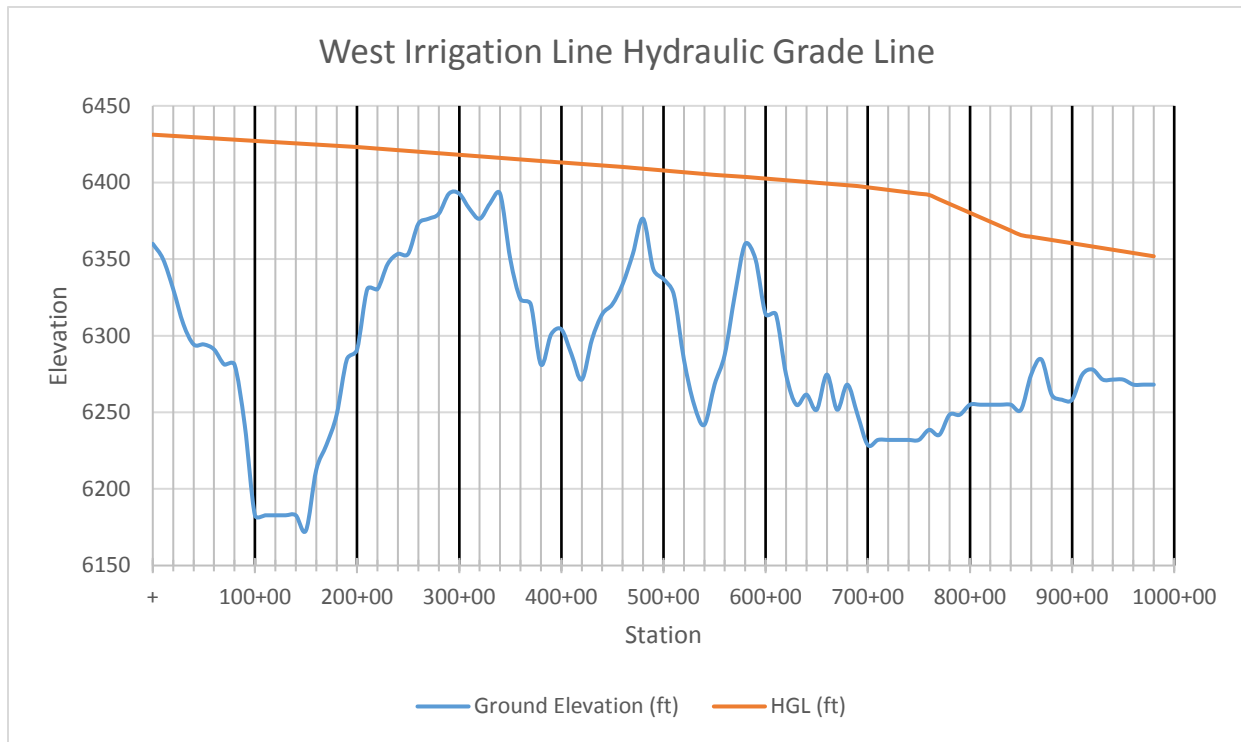


Figure 5. West Hydraulic Grade Line

## Environmental Analysis and Permitting

There are a number of environmental, permitting, and coordination efforts that will be required for this type of project to progress. Because BLM lands will be crossed based on the pipeline alignment, and the potential for federal funding for this project, compliance with the National Environmental Policy Act (NEPA) is required. There will also be the need for Wyoming State Engineer’s Office permits, easements and rights of way with the Wyoming Department of Transportation and private land owners, Army Corps of Engineers permits, and work with the Bureau of Reclamation.

### BLM and NEPA

Projects taking place on Federal lands or property, or involving Federal funding, require compliance with the National Environmental Policy Act (NEPA). NEPA requires all federal agencies to examine the environmental consequences of major proposed actions, such as building infrastructure across BLM lands. Figure 6 is a flow chart from the BLM NEPA Handbook:

# The NEPA Process

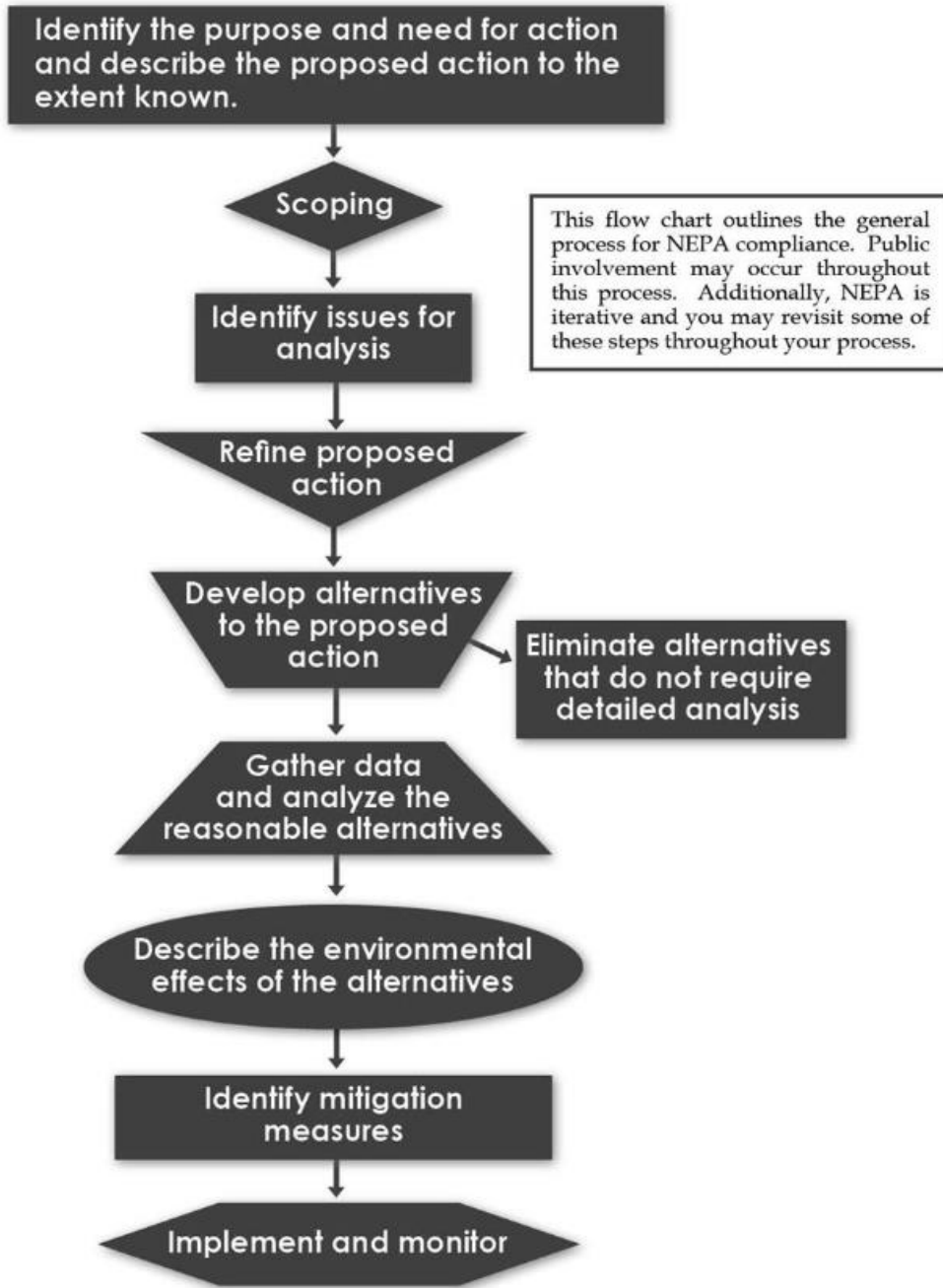


Figure 6. BLM NEPA Process

Following the development of purpose and need, the scoping process begins. During the scoping process, issues will be identified for analysis. There are several potential issues that are expected to be identified such as; wildlife, wetlands, fisheries, water rights, water quality, and cultural

resources. This is most likely not an exhaustive list of the potential issues that will be identified. These issues will require consultation with many different agencies like the Wyoming Game and Fish, the US Fish and Wildlife Service, the State Historic Preservation Office, and the Wyoming State Engineer's Office to name a few.

The NEPA process will identify the affected environment which directly applies to the issues identified in the scoping process. With the use of the Wyoming Geographic Information Science Center (WYGISC) WISDOM tool, the project area was defined and natural resource data layers were identified. Following are items that will be addressed in the affected environment analysis of an EIS which were identified with the WISDOM tool:

- Wildlife
  - Big game species - elk, moose, mule deer, pronghorn antelope
  - Raptors - bald eagle, ferruginous hawk, red tailed hawk to name a few
  - Special status species - the occurrence of sage grouse, non-game species, raptors, reptiles and amphibians will be analyzed as all have been identified within the project area.
- Aquatic resources
  - Fisheries and invertebrates; this section of the Green River is considered a red ribbon fishery by the Wyoming Game and Fish.
- Wetlands - there are wetlands identified within the project area.
- Special Status Species - these include candidate species for listing, endangered species and threatened species
  - Candidate - greater sage grouse
  - Endangered - black-footed ferret and Wyoming toad

The affected environment analysis will also include cultural and paleontological resources. The following figure shows the cultural resources in only the northern part of the project area. There are cultural resources found throughout the entire project area. Also included in the affected environment analysis is recreational uses. The reservoir is a recreational hub in the area and both the reservoir and Green River provide fishing opportunities. This process can take several years and can require a large budget.

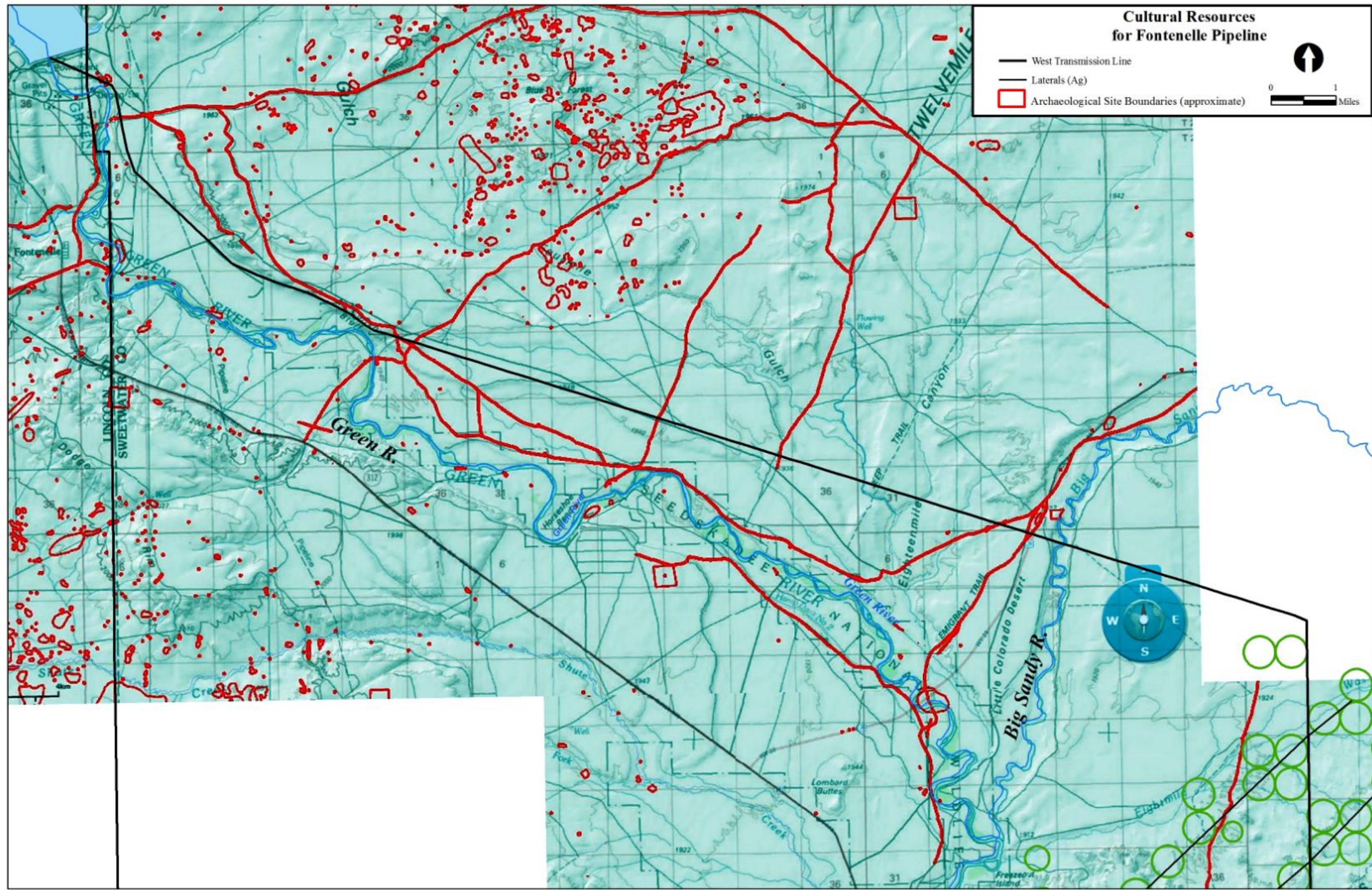


Figure 7. Cultural Resources; Northern project area

## Cost Estimates

Cost estimates were based only on the main transmission lines. Laterals, power transmission, on-farm equipment and infrastructure, permitting, and mitigation were not included; therefore, the actual cost of a project will be greater than this estimate. The cost estimates are based off of a unit price per inch diameter of the transmission line per foot of length. \$7 per inch diameter per foot of length was chosen to estimate the costs for the main transmission lines. This unit price attempts to include the cost of pipe plus installation. It should be noted that this is an estimate based on a very general unit price but is adequate for the level detail requested for this review. The following three paragraphs show the diameter and length of pipes over the total lengths of each line. The purpose for showing the diameters of these lines and the distances is to provide a general overview of the magnitude of pipe size and length for the project and to note the distances to the first demands.

The municipal / industrial transmission line is 3.5 feet in diameter for 37 miles where the first demand on the system occurs then necks down to 3ft and finally 6 inches over its 54 mile total length. Note that this line is 37 miles to the first demand on the system. It is estimated that this line will cost \$70,812,000.

The east irrigation transmission line is 7 feet in diameter for 27 miles, decreases to 6.5 feet for 4 miles, 6 feet for 4 miles where the west transmission line splits to the west and then decreases to 1.5 feet for the remaining 6.5 miles. This is a very large transmission line for nearly 35 miles of its 42 mile total length and is 27 miles to the first demand on this line. It is estimated that this line will cost \$109,830,000.

The west irrigation transmission line is 5.5 feet in diameter for 4 miles then decreases to 4.5 feet, 3.5 feet, 3 feet, and finally ends up at 1 foot diameter over its 19 miles of total length. This line will need to be trenched across the Green River and shows the lowest pressures in the system. While this line is only 19 miles long, it should be noted that it splits off from the east irrigation line after the east line travels 35 miles. It is estimated that this line will cost \$28,098,000.

Table 2 shows the total costs for municipal / industrial and the irrigation lines and the cost per acre-ft of water. It is unlikely that a project of this magnitude could be funded through the traditional WWDC program and will require a separate legislative appropriation. The total cost of the irrigation transmission lines (no laterals or Fontenelle Reservoir outlet piping) is estimated to be \$137,928,000, or \$3,343/acre-foot. The industrial / municipal transmission line cost is estimated to be \$70,812,000, or \$4,893/acre-foot (\$15.02/1000 gallons). These estimates are for capital costs only and do not include any operation and maintenance costs.

	Total Cost	ac-ft water / year	\$/ac-ft (TOTAL)
Ind / Mun pipeline	\$ 70,812,000	14,472	\$ 4,893
Irrig Transmission	\$ 137,928,000	41,254	\$ 3,343
Totals	<b>\$ 208,740,000</b>	55,726	\$ 3,746

Table 1. Cost Estimates

## Conclusions

This project is very expensive and the estimate does not include the costs for laterals, power transmission, on-farm equipment, pumping stations, and a modification to the dam. Because there is no demand for water high in the system, the lines travel several miles prior to the first use which is an unnecessary expense. The soils in the area are marginal and there are major environmental and permitting issues that will need to be analyzed prior to a final project being chosen. It is assumed that an EIS will be required and will take several years to complete.

This review has shown that a pressurized system could theoretically be built but pressures in the system get as low as 8 psi. Because of these low pressures, the system would need to have some additional pumping to provide necessary pressures to supply water to center pivots through the laterals. Adding a pump station to the system increases the overall cost plus increases the operation and maintenance needs and costs. Any modifications to the dam is highly unlikely as well.

In order for a project of this magnitude to be built, substantial subsidization will need to be provided. The costs per acre-ft cannot be paid for by irrigated agriculture. A potential irrigation project is simply too expensive. Determining the affordability of a project will be based on how much the irrigators are willing to pay per acre-foot of water. Storage projects throughout the state are finding that, depending on crop type, irrigators can afford assessments of \$5 - \$20 per acre-foot of water per acre of irrigated land.

Granger and the industries have water supply systems in place and it is anticipated that none of the entities will be interested in paying for 37 miles of pipe before satisfying the first use on the system, and to supply such a small population. It would be less expensive to upgrade their current diversion and conveyance system.

As stated earlier, this review is for informational purposes only. The intent was to satisfy the request from the water users in the area and develop cost estimates to demonstrate the magnitude of cost and effort required to build the project.



## WYOMING WATER DEVELOPMENT COMMISSION

6920 Yellowtail Road, Cheyenne, WY 82002

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<http://wwdc.state.wy.us>

**Matthew H. Mead**  
Governor

### Commissioners

Nick Bettas	William Resor
Karen Budd-Falen	Jeanette Sekan
Floyd Canfield	Rod Wagner
David Evans	Todd Werbelow
Sheridan Little	

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

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Thursday, August 25, 2016

8:00 am Depart – Platte Valley Community Center, 210 W. Elm Ave., Saratoga WY

9:45 am Arrive Hog Park Picnic area for facilities break

10:15 am Depart – Hog Park facilities to North Fork Water Diversion Structure

10:30 am Arrive – North Fork Water Diversion Structure – Discussion by: BOPU

11:10 am Depart – North Fork Water Diversion Structure to West Tunnel Portal

11:30 am Arrive – West Tunnel Portal – Discussion by: BOPU

12:15 pm Depart – West Tunnel Portal toward Hog Park Picnic area for Lunch

12:30 pm Arrive Hog Park Picnic area for lunch

**LUNCH** Hog Park Picnic Area – Facilities available

2:00 pm Depart – Hog Park Picnic Area for Hog Park Reservoir Control Building

2:15 pm Arrive – Hog Park Reservoir Control Building – Discussion by: BOPU

3:00 pm Depart – Control Building for Cherokee/Wagoner Diversions Push Up Dam on the Encampment River

4:00 pm Arrive Cherokee/Wagoner Diversions Push Up Dam – Information presented by Joe Parsons, SER Conservation District

4:15 pm Depart Cherokee/Wagoner Diversions Push Up Dam for Grand Valley Ditch

4:30 pm Arrive – Grand Valley Ditch for Saratoga – Information presented by Joe Parsons, SER Conservation District

5:00 pm Depart Grand Valley Ditch for Saratoga

5:30 pm Arrive Saratoga

**DINNER** (6:00? pm to 8:00 pm?) – BBQ Sponsored by the SER Conservation District at the Saratoga Resort & Spa



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Wyoming Water Development Commission/Select Water Committee  
Joint Workshop  
Cheyenne, Wyoming  
June 1, 2016

1. Chairman Sheridan Little called the workshop to order at 1:30 p.m.

2. Commission Attendance:

Sheridan Little, Chairman  
Nick Bettas, Vice-Chairman  
Jeanette Sekan  
Bill Resor  
Karen Budd-Falen  
Rod Wagner  
David Evans

Select Water Attendance:

Gerry Geis, Chairman  
Senator Stan Cooper  
Senator Curt Meier  
Representative McKim, Vice-Chairman  
Representative Stan Blake  
Representative John Eklund  
Representative Hans Hunt  
Representative David Northrup  
Representative Jerry Paxton

Advisors in Attendance:

Abigail Boudewyns, Attorney General's Office  
Greg Kerr, UW Office of Water Programs

3. Commissioner Bettas invited Michael Swank, Program Evaluation Manager, LSO to address the Commission regarding the status and progress of the Program Audit. Mr. Swank explained they were looking for an update from the Commission in September, and as the Commission previously stated they agreed with all the recommendations, they are expecting the update to reflect the same. He explained there is no hard deadline for implementation. Mr. Swank asked the Commission if they planned to request any statutory changes, specifically in the six areas listed in his May 23, 2016 letter. The Management Audit Committee has the authority to draft bills for the Legislature. The Commission did not offer any proposed statutory revisions. Senator Meier expressed concern regarding access to all drafted legislation and memos regarding the Water Development Program.

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A change in the order of business was made to accommodate an Executive Session. The Commission discussed Workshop Item #2 – Consultant Performance Evaluations before discussing the Duties and Responsibilities item.

4. Bryan Clerkin wrote a memo for the Commission outlining the process WYDOT follows regarding Consultant Evaluation. The School Facilities Commission currently does not have an evaluation system implemented, but looking to do so in the near future. The WYDOT form was submitted as an example.

Director LaBonde posed the question to the WWDC whether or not they wanted to proceed with an evaluation form and if so, what modifications/edits they would like to make. Karen Budd-Falen felt it was statutorily required and strongly encouraged the Commission to adopt an Evaluation method.

Director LaBonde informed the Commission it will take several hours of staff time. The Commission recommended simplifying and paring down the evaluation to better fit our needs. A draft will be presented to the Commission at the August 2016 meeting. Karen Budd-Falen inquired about our level of management and participation in Level III studies. Discussion followed regarding the need to complete evaluations of Level III consultants and the Commission decided to proceed with a second form to evaluate Level III consulting engineering firms.

5. Review of project closeout procedures – Director LaBonde prepared a memo outlining the current procedure, as well as option for the Commission to adopt going forward. Final presentations were the issue at hand. Bill Resor felt they should be done near the project location. Karen Budd-Falen believed it was a violation of statute to allow Sponsor's to bring forth projects without Commission recommendation. Senator Meier wanted to make sure there was Commission and Legislative maintained oversight of the office staff.

Jeanette Sekan made a motion to adjourn into executive session to receive legal advice at 3:04 p.m. Bill Resor seconded the motion, the motion carried unanimously.

Respectfully Submitted,

Karen Budd-Falen, Acting Secretary

**'D2'**

**WWDC**

**June 1, 2016**

**Executive Session**

**Minutes**

**(to be provided at meeting)**

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Wyoming Water Development Commission & Select Water Committee  
Joint Meeting  
Cheyenne, Wyoming  
June 2, 2016

1. Chairman Sheridan Little called the meeting to order at 8:34 a.m.
2. Water Development Office Outreach Coordinator Katie Talbott called the roll of Commissioners in the absence of Secretary Todd Werbelow:

Commission Attendance:  
Sheridan Little, Chairman  
Nick Bettas, Vice-Chairman  
Jeanette Sekan  
Rod Wagner  
David Evans  
Bill Resor  
Karen Budd-Falen

Absent: Todd Werbelow, Secretary and Floyd Canfield

Advisors in Attendance:  
Abigail Boudewyns, Attorney General's Office  
Greg Kerr, University of Wyoming, Office of Water Programs

Select Water Committee Attendance:  
Senator Gerald Geis, Chairman  
Senator Stan Cooper  
Senator Ogden Driskill  
Senator Dan Dockstader  
Senator Curt Meier  
Representative Robert McKim, Vice-Chairman  
Representative Stan Blake  
Representative John Eklund  
Representative Jerry Paxton  
Representative David Northrup  
Representative Hans Hunt

3. **Approval of Agenda**

Rod Wagner made a motion to approve the June 2, 2016 agenda. Nick Bettas seconded the motion, the motion carried unanimously.

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Director LaBonde requested the Commission appoint an acting or Vice-Secretary due to Secretary Todd Werbelow's absence. Bill Resor made a motion to amend the agenda per Director LaBonde's request, David Evans seconded the motion, the motion carried unanimously.

David Evans made a motion to appoint Karen Budd-Falen as Acting Secretary, Bill Resor seconded the motion, the motion carried unanimously.

**4. Approval of Minutes**

Nick Bettas made a motion to approve and requested a correction to the May 6, 2016 minutes as he wanted to be on the record as having opposed the South Worland Water Master Plan, Level I Study; seconded by Jeanette Sekan. The motion carried unanimously.

**5. Approval of Minutes – SWC**

The Committee took action on minutes from January 8, 2016 and March 1, 2016.

**6. Audience Introductions**

**7. Consideration of Revisions to the Project Closeout Process**

Director LaBonde outlined the proposed process per the Commission's discussion regarding the project closeout process. There will be a short abstract and findings presented by the project manager for Water Development planning projects. There will also be a draft motion and appropriate statutory finding presented for each project to be closed out.

Regarding construction projects, the Commission will be informed of key milestones along the way and at the completion a short synopsis will be provided.

Karen Budd-Falen requested notice regarding the posting of projects online to our website and the recommendation ahead of time, as part of the project closeout process.

**8. Planning Amendments**

Karen Budd-Falen made a motion to accept Option #2 as presented by Director LaBonde to make formal findings in the form of a motion at the conclusion of each planning study with regards to whether the project should proceed to next level of activity; continue at the presently authorized level; or be terminated. Along with the adoption of the new process, the contract time extension were approved to allow time for the new closeout process. The new practice will apply to: Buffalo Master Plan, Level I; Medicine Bow Watershed Study, Level I; Meeteetse Master Plan, Level

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I; Upper North Platte River Watershed Study, Level I; Moorcroft Master Plan, Level I; and Sundance Feasibility Study, Level II. Discussion followed. Jeanette Sekan seconded the motion, the motion carried 6-1 with Rod Wagner opposed.

#### **Time Extension Only Amendments**

- Midvale Irrigation Hydropower Study, Level II, Amendment No. 1
- Piney Cruse Diversion Study, Level II, Amendment No. 1
- Weather Modification Feasibility Wyoming Range Level II, Phase II Study, Amendment No. 1

Rod Wagner made a motion to approve the time only extensions. Bill Resor seconded the motion. Discussion followed, Karen Budd-Falen wanted to ensure if project presentations were requested and warranted by the Commission that would be an option for the projects: Director LaBonde assured her it would under our new process. The motion carried unanimously.

#### **9. Platte Alliance Water Supply Level II –**

Director LaBonde summarized the events to this point in the negotiations with Scottsbluff, Nebraska for the Platte Alliance Water Supply Level II Study. Currently negotiations are ceased per Scottsbluff, Nebraska email. The Commission and Select Water directed the Office and the Assistant Attorney General Abigail Boudewyns to re-establish negotiations with Scottsbluff, Nebraska.

David Evans made a motion to direct staff to communicate with Scottsbluff, Nebraska with the understanding that:

1. We had no intention of being arrogant and;
2. We will meet with them to modify the language to strengthen their ability to communicate and negotiate, but tie breaking will remain with Wyoming Water Development. Bill Resor seconded the motion. The motion carried unanimously.

#### **10. New Planning Contracts**

- *Basin Planning: Environmental & Recreation, Level I*  
An engineering contract with Western EcoSystems Technology, Inc. (WEST) of Cheyenne, Wyoming was presented. The budget is \$97,142.00
- *Bear River Data Model Pilot Study, Level I*  
An engineering contract with Trihydro Corporation of Laramie, Wyoming was presented. The budget is \$118,000.00
- *Buckskin Extension Master Plan, Gillette Regional, Level II*  
An engineering contract with TREC, Inc. of Casper, Wyoming was presented. The budget is \$57,965.00.

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- *Cottonwood Irrigation District Master Plan, Level I*  
An engineering contract with Sunrise Engineering of Afton, Wyoming was presented. The budget is \$138,636.00.
  - *Eden Valley Irrigation District Master Plan, Level I*  
An engineering contract with J-U-B Engineers, Inc., of Kaysville, Utah was presented. The budget it \$135,718.00.
  - *Fontenelle Dam & Outworks Infrastructure Completion, Level II*  
An engineering contract with Engineering Analytics, Inc of Fort Collins, Colorado was presented. The budget is \$197,339.00.
  - *Fox Ridge Extension Master Plan, Gillette Regional, Level II*  
An engineering contract with DOWL of Gillette, Wyoming was presented. The budget is \$121,830.00.
  - *Glendo Reservoir Full Utilization Project, Level II*  
An engineering contract with Riverside Technology, Inc. of Fort Collins, Colorado was presented. The budget is \$ 296,984.00.
  - *Goose Creek Watershed Study, Level I*  
An engineering contract with EnTech, Inc of Sheridan, Wyoming was presented. The budget is \$ 360,000.00.
  - *Grace Land Extension Master Plan, Gillette Regional, Level II*  
An engineering contract with TREC, Inc. of Casper, Wyoming was presented. The budget is \$ 93,775.00.
  - *Hanover Irrigation District Master Plan, Level I*  
An engineering contract with WH LLC dba Western Heritage Consulting & Engineering of Mills, Wyoming was presented. The budget is \$170,773.00
  - *Lovell Irrigation District Master Plan, Level I*  
An engineering contract with Sage Civil Engineering of Cody, Wyoming was presented. The budget is \$ 159,950.00.
  - *Lusk Water Supply Study, Level II*  
An engineering contract with AVI, PC of Cheyenne, Wyoming was presented. The budget is \$ 174,000.00.

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- *Manderson Water Master Plan, Level I*  
An engineering contract with TREC, Inc. of Casper, Wyoming was presented. The budget is \$99,000.00.
  - *Melody Ranch Water Supply Study, Level I*  
An engineering contract with Nelson Engineering of Jackson, Wyoming was presented. The budget is \$173,346.00.
  - *New Fork River Watershed Study, Level I*  
An engineering contract with Tetra Tech, Inc. Jackson, Wyoming was presented. The budget is \$ 368,891.00.
  - *Northwest Rural Water Master Plan, Level I*  
An engineering contract with DOWL of Sheridan, Wyoming was presented. The budget is \$ 226,840.00.
  - *Owl Creek Watershed Study, Level I*  
An engineering contract with Lowham Walsh, LLC of Lander, Wyoming was presented. The budget is \$ 365,980.00.
  - *Platte Alliance Water Supply Study, Level II*  
An engineering contract with M.C. Schaff and Associates, Inc. of Scottsbluff, Nebraska was presented. The budget is 390,000.00. The project is on hold as negotiations to establish an MOA between the City of Scottsbluff, Nebraska and the WWDC are on-going.
  - *Rock River Water Master Plan, Level I*  
An engineering contract with Wester-Wetstein & Associates, Inc. was presented. The budget is \$143,592.00.
  - *Shell Water Master Plan, Level I*  
An engineering contract with Black Willow Oars, LLC of Thermopolis, Wyoming. The budget is \$ 74,700.00.
  - *South Platte River Watershed Study, Level I*  
An engineering contract with Dahlgren Consulting, Inc., was presented. The budget is \$388,000.00.
  - *South Worland Water Master Plan, Level I*  
An engineering contract with James Gores & Associates, Inc., of Riverton, Wyoming. The budget is \$87,684.00.



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- *UW Irrigation Water Supply Study, Level II*  
An engineering contract with Wyoming Groundwater, LLC of Laramie, Wyoming was presented. The budget is \$270,000.00.

Nick Bettas requested South Worland Water Master Plan, Level I and Shell Water Master Plan, Level I projects be handled separately as the Sponsors are private entities.

Rod Wagner made a motion to approve all new planning contracts with the exceptions of South Worland and Shell. David Evans seconded the motion, the motion carried unanimously. This motion did not include the Platte River Water Supply Study as the Scottsbluff, Nebraska – WWDC MOA has not been approved.

Discussion followed regarding the progress of both South Worland and Shell in forming a district. Kevin Boyce, Water Development Office Project Manager for both projects indicated each Sponsor had contacted their respective County Clerks.

Bill Resor voiced his consent as to why both of these projects make sense under the allowed exceptions during Level I studies. Both projects are under \$100,000, will benefit citizens in the area, and based on the information they will gain through the study will have a better idea of where to base their district boundary, exactly what we should be doing so they function better in the long run.

Nick Bettas made a motion to not approve the contracts for South Worland and Shell until they become a public entity. Karen Budd-Falen seconded the motion. The motion carried, 4-3 with David Evans, Sheridan Little and Bill Resor opposed.

Select Water Committee took action to approve all new planning contracts as presented.

**11. UW Water Research Program - Consideration of the 2017 RFP for the UW Water Research Program**

Director LaBonde and Greg Kerr presented and explained the RFP for the UW Water Research Program, which was developed and is still in line with the Governor's Water Strategy.

Rod Wagner made a motion to approve the RFP, David Evans seconded the motion. The motion carried unanimously.

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Select Water Committee took action on the RFP as well, voting to eliminate the last research topic “Reducing Nutrient Pollution to Water Quality” as part of the RFP.

- 12. UW Office of Water Programs – Consideration of the 2017-18 Biennium MOU**  
Karen Budd-Falen made a motion to reduce the MOU amount by 5%. Discussion followed. Karen Budd-Falen amended her motion to reduce the MOU by 8%, from \$175,000 to \$161,000. Bill Resor seconded the motion. Discussion followed. The motion carried unanimously.

Select Water Committee took the same action on the 2017-18 Biennium MOU, with Representative Stan Blake opposed.

- 13. Consideration and ranking of Colorado River Basin MOA applications**  
Director LaBonde presented the 3 projects currently under consideration for the CRB MOA funds.

David Evans made a motion to accept the MOA applications as presented. Jeanette Sekan seconded the motion. The motion carried unanimously.

- 14. Request from Little Snake River Conservation District to reconsider Commission actions on Small Water Projects**

Nick Bettas made a motion to decline the request to reconsider. Nick Bettas withdrew his motion. Senator Larry Hicks was not available at the current agenda time to present his request. Item #14 was postponed until later in the meeting when he could attend.

- 15. Review of Public Purpose Investment Reports**

Director LaBonde discussed the two Public Purpose Investment Reports presented (Hydro-Power Projects and Small Water Project Program).

Chace Tavelli answered questions from the Commission and Select Water regarding Hydro-Power projects. No formal action was required by the Commission. Director LaBonde informed them the reports would be submitted to the Management Audit Committee to fulfill recommendations in the 2015 Wyoming Public Purpose Investments report.

- 16. Intended Use Plan (IUP) – Drinking Water State Revolving Fund (DWSRF) - SWC**

Wade Verplancke outlined the program and process to the Select Water Committee. The Select Water Committee approved the Intended Use Plan – Drinking Water State Revolving Fund as presented.

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## **17. Information Items for the Select Water Committee**

Loan Options for Irrigation Districts – Director LaBonde discussed information presented to the Commission in a memo dated February 16, 2016.

Dams & Reservoir Investment Accounts – Director LaBonde presented the Select Water Committee with the 10 year account financial projections depicted in the February 19, 2016 memo. At the May 6, 2016 WWDC meeting the Commission approved two actions:

- Determined that \$7,000,0000 in the Buffalo Bill account to be excess and to transfer these funds to WDA I per W.S. 99-99-1001(c).
- Request the Select Water Committee seek a statutory change to W.S. 99-99-1001(c) to include the Pathfinder and Glendo accounts in the authorization to deposit excess funds into WDA I.

Director LaBonde advised the WWDC that upon further review of the Pathfinder account, it has been determined that the account was initially setup in 2010 with a \$2,250,000 appropriation from WDA II. Therefore, he recommended that the proposed statutory change should have excess funds in the Pathfinder account transferred to WDA II. Bill Resor made a motion that the proposed statutory change should move excess funds from the Pathfinder account to WDA II. Nick Bettas seconded the motion, the motion carried unanimously.

Select Water Committee agreed with the Commission's request and directed LSO staff to draft a bill to allow excess funds in the Pathfinder account to transfer to WDA II and excess funds in the Glendo account to transfer to WDA I.

## **14. Request from Little Snake River Conservation District to reconsider Commission actions on Small Water Projects**

Senator Larry Hicks presented information regarding three projects initially denied for funding by the WWDC. Discussion followed.

Nick Bettas made a motion to reconsider the actions by the WWDC regarding the denial of funding for three priority #5 projects in the Little Snake River Conservation District. David Evans seconded the motion. Discussion followed. Motion failed 3-4 with Jeanette Sekan, Karen Budd-Falen, Nick Bettas and Sheridan Little opposed.

## **18. Discussion**

Nick Bettas suggested the applications be prioritized and the sponsors should pay a portion of Level I and II study costs in order to help budget.

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**19. Future Meeting Schedule**

Director LaBonde provided the Commission and Select Water Committee with a handout of information regarding accommodations for the meeting in Saratoga, Wyoming August 24-26, 2016. Representative Jerry Paxton suggested a number of alternate places to stay in the Encampment area.

**20. Adjournment** – Bill Resor made a motion to adjourn at 1:31 p.m., seconded by Karen Budd-Falen, the motion carried.

Respectfully submitted,

Karen Budd-Falen, Acting Secretary

Draft Only  
Approval Pending  
**SUMMARY of  
PROCEEDINGS**



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**SELECT WATER COMMITTEE**

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**COMMITTEE MEETING INFORMATION**

June 2, 2016  
Wyoming Water Development Office  
6920 Yellowtail Road  
Cheyenne, Wyoming

**COMMITTEE MEMBERS PRESENT**

Senator Gerald Geis, Chairman  
Senator Stan Cooper  
Senator Dan Dockstader  
Senator Ogden Driskill  
Senator Curt Meier  
Representative Stan Blake  
Representative John Eklund  
Representative Hans Hunt  
Representative Robert McKim  
Representative David Northrup  
Representative Jerry Paxton

**COMMITTEE MEMBERS NOT PRESENT**

Senator John Hastert

**LEGISLATIVE SERVICE OFFICE STAFF**

Joshua Anderson, Staff Attorney

**OTHERS LEGISLATORS PRESENT**

Senator Larry Hicks

**OTHERS PRESENT AT MEETING**

Please refer to **Appendix 1** to review the Committee Sign-in Sheet for a list of other individuals who attended the meeting.

*The Committee Meeting Summary of Proceedings (meeting minutes) is prepared by the Legislative Service Office (LSO) and is the official record of the proceedings of a legislative committee meeting. This document does not represent a transcript of the meeting; it is a digest of the meeting and provides a record of official actions taken by the Committee. All meeting materials and handouts provided to the Committee by the Legislative Service Office, public officials, lobbyists, and the public are on file at the Legislative Service Office and are part of the official record of the meeting. An index of these materials is provided at the end of this document and these materials are on file at the Legislative Service Office. For more information or to review meeting materials, please contact the Legislative Service Office at (307) 777-7881 or by e-mail at [lso@wyoleg.gov](mailto:lso@wyoleg.gov). The Summary of Proceedings for each legislative committee meeting can be found on the Wyoming Legislature's website at [www.wyoleg.gov](http://www.wyoleg.gov).*

## **EXECUTIVE SUMMARY**

The Committee met jointly with the Water Development Commission for one day in Cheyenne. The Committee received updates from the Water Development Office on topics including planning amendments, new planning contracts and the University of Wyoming Water Research Program. The Committee requested staff to draft legislation on the transfer of funds from accounts related to dams and reservoirs to Water Development Accounts I and II.

## **CALL TO ORDER**

Chairman Geis called the meeting to order at 8:30 a.m. The following sections summarize the Committee proceedings by topic. Please refer to [Appendix 2](#) to review the Committee Meeting Agenda.

Please refer to Appendix 3 for a copy of the meeting notebook referenced in the minutes.

## **CONSIDERATION OF REVISIONS TO THE PROJECT CLOSEOUT PROCESS**

Mr. Harry LaBonde, Director of the Water Development Office, discussed proposed changes to the project closeout process. From previous discussions, moving forward the Water Development Office will prepare a short abstract or synopsis and will have the project manager available to make a presentation on the project.

## **PLANNING AMENDMENTS**

Mr. LaBonde said that at the May meeting of the Water Development Commission, four projects were postponed that were waiting for approval of final amendments: Buffalo Master Plan, Level 1; Medicine Bow Watershed Study, Level 1; Meeteetse Master Plan, Level 1; and Upper North Platte River Watershed Study, Level 1. Tab F through tab I of the meeting notebook. He noted that one option was to provide a time extension for the contracts and then request a presentation at a later date. He noted that two additional projects, the Moorcroft Master Plan Level 1 and the Sundance Feasibility Study, Level 2 are in the same situation and also expire June 30. Tabs J and K.

In response to a question, Mr. LaBonde said that the contracts are cost reimbursable not to exceed a specified amount. If the contractor incurs additional expense in making presentations, that could be billed against the contract up to that maximum contract amount. If the contracts are closed out today, there would be no additional charges under the contract. If the Commission asks for a presentation, there could be additional costs charged under the contract.

After additional discussion, the Commission voted to extend the contracts for six months. The Commission requested that at the August meeting, the staff provide updates on five of the projects and that the consultant provide a presentation on the Upper North Platte River Watershed Study, Level 1.

Mr. LaBonde said that there is a time extension requested on three additional projects. The Midvale Irrigation Hydropower Study, Level 2 was delayed due to a snowstorm. The Division requested a six month time extension. For the Piney Cruse Diversion Study, Level 2 and the Weather Modification Feasibility Wyoming Range, Level 2, Phase 2, the Division requested a time extension of six months to prepare for the new closeout process. The Commission voted to accept the recommendations for extensions for all three projects.

## **PLATTE ALLIANCE WATER SUPPLY**

Mr. LaBonde said that Legislature provided \$200,000.00 for a study for a regional water system. The study also required an investment of \$200,000.00 from Scottsbluff, NE. The Office worked back and forth with Scottsbluff on the development of a Memorandum of Agreement on the study. The position of the Office was that the language requested by Scottsbluff requiring the consent and approval of Scottsbluff would make the conduct of the study unworkable. The language was reviewed by the Attorney General's office and alternative language was proposed by the Office back to Scottsbluff. Scottsbluff replied that they do not believe that the agreement is workable. In response to a question, Mr. LaBonde noted that this is just a feasibility study and while a component of the study may involve recommendations related to governance of the eventual project, having extra involvement during the study would unduly complicate the ability to complete the study. Under the proposed language suggested by the Office, Scottsbluff would be at the table at every point in the process.

After additional discussion, the Commission voted to direct the Office to continue negotiations with the City of Scottsbluff. The Memorandum of Agreement could be modified in any way to ensure Scottsbluff is offered full advice and consultation, but if a tiebreaker is needed the Commission would have the tiebreaker and have the ability to move forward.

## **NEW PLANNING CONTRACTS**

Mr. Barry Lawrence, Deputy Director of the Water Development Office, walked the Commission and the Committee through the new planning contracts below:

- Basin Planning: Environmental & Recreation, Level I
- Bear River Data Model Pilot Study, Level I
- Buckskin Extension Master Plan, Gillette Regional, Level II
- Cottonwood Irrigation District Master Plan, Level I
- Eden Valley Irrigation District Master Plan, Level I
- Fontenelle Dam & Outworks Infrastructure Completion, Level II
- Fox Ridge Extension Master Plan, Gillette Regional, Level II
- Glendo Reservoir Full Utilization Project, Level II
- Goose Creek Watershed Study, Level I
- Grace Land Extension Master Plan, Gillette Regional, Level II
- Hanover Irrigation District Master Plan, Level I
- Lovell Irrigation District Master Plan, Level I
- Lusk Water Supply Study, Level II
- Manderson Water Master Plan, Level I
- Melody Ranch Water Supply Study, Level I
- New Fork River Watershed Study, Level I
- Northwest Rural Water Master Plan, Level I
- Owl Creek Watershed Study, Level I
- Platte Alliance Water Supply Study, Level II
- Rock River Water Master Plan, Level I
- Shell Water Master Plan, Level I
- South Platte River Watershed Study, Level I
- South Worland Water Master Plan, Level I
- UW Irrigation Water Supply Study, Level II

Tab O through tab McMc of the meeting notebook.

The Commission voted to approve all of the contracts except the Shell Water Master Plan and the South Worland Water Master Plan. Tab KK and tab MM. In response to a question, Mr. Kevin Boyce of the Water Development Office said that for those two projects, the entities were urged to investigate forming a district to become an eligible entity. They have contacted the county clerks and begun the first steps but have not progressed further. Mr. LaBonde noted that Commission can authorize level I studies for non-eligible entities and those studies are often used in the formation of water districts. The Commission voted to not approve those contracts until those entities had formed public entities or at least taken substantial steps to become public entities.

Representative Northrup moved that the Select Water Committee approve the contracts that were approved by the Commission and the motion was seconded. After additional discussion the motion passed by voice vote.

### **UNIVERSITY OF WYOMING WATER RESEARCH PROGRAM**

Mr. Greg Kerr of the University of Wyoming Office of Water Programs addressed the Commission and the Committee on the proposed request for proposals for the program. Tab NN. He noted that the request was much the same as it was last year, except there were also provisions added for water supply forecasting using new technology, research involving E. coli and reducing nutrient pollution to water quality.

The Commission voted to approve the request for proposals as provided.

Representative Blake moved that the Committee approve the request for proposals as approved by the Commission and the motion was seconded. After additional discussion, the motion failed by voice vote.

Representative Eklund moved that the Committee approve the request for proposals without the inclusion of the topic related to reducing nutrient pollution to water quality. The motion was seconded and approved by voice vote.

### **UNIVERSITY OF WYOMING OFFICE OF WATER PROGRAMS**

Mr. LaBonde described the memorandum of understanding with the University of Wyoming for the Office of Water Programs. Tab OO. The Commission approved the memorandum with a reduction of eight percent of the amount provided in the previous year.

Senator Driskill moved that the Committee approve the memorandum as amended by the Commission. The motion passed by voice vote.

### **CONSIDERATION AND RANKING OF COLORADO RIVER BASIN MOA APPLICATIONS**

Mr. LaBonde described the applications under the Colorado River Basin memorandum of agreement. Tab PP. He noted that previously approximately \$4,300,000.00 in Wyoming projects have been approved by the Bureau of Reclamation and there is approximately \$19,900,000.00 in funds remaining for Wyoming. He noted that the three projects being recommended are Flaming Gorge aquatic invasive species prevention, Big Sandy Reservoir improvements and Stateline Dam spillway improvements. The total applications would cost approximately \$9,000,000.00. He noted that once the Commission makes the determination to request the projects it is up to the Bureau of Reclamation to approve or deny the projects.

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#### **SELECT WATER COMMITTEE *Summary of Proceedings***

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Mr. LaBonde noted that in the past certain requests have been denied by the Bureau as outside the scope of the agreement. These projects are suggested in part because similar projects have been approved in other states under the agreement and there is a good chance they would be approved in Wyoming.

After additional discussion, the Commission approved the request as provided by the Office. In response to a question, Ms. Abigail Boudewyns of the Attorney General's office stated that the action taken by the Commission to approve the project requests did not require approval by the Select Water Committee and there is no state money involved. Senator Meier requested that staff draft a bill to provide for Committee approval of Commission actions related to the submission of the projects.

## **REVIEW OF PUBLIC PURPOSE INVESTMENT REPORTS**

Mr. LaBonde described two white papers that resulted from a study on public purpose investments. Tabs RR and SS. The issue considered is whether there is overlap between the hydro power and small water project programs that are administered by the Water Development Office and the programs administered by the Office of State Lands and Investments. The white papers compare the programs administered by each Office and determine that there is not overlap between the programs.

## **INTENDED USE PLAN – DRINKING WATER STATE REVOLVING FUND**

Mr. Wade Verplancke of the Water Development Office made a presentation to the Committee of the intended use plan for the drinking water state revolving fund. Tab TT. He said that applications for the drinking water state revolving fund are open for a month. Then the intended use plan is revised and updated. The full list includes 192 projects with an estimated cost of \$282,000,000.00. The estimate is that approximately \$37,000,000.00 will be requested for 2017.

Representative Blake moved that the Committee approve the intended use plan as provided by the Office. The motion was seconded and passed by voice vote.

## **INFORMATION ITEMS**

Mr. LaBonde said that there were a couple of items that were provided for the information of the Committee. The Office had prepared a memorandum on other loan opportunities for irrigation districts other than funding through the Water Development Commission. Tab UU.

Mr. LaBonde also prepared a memorandum related to reservoir operations and maintenance. Appendix VV. The memorandum represents an effort to review the funding needs of dams and reservoirs that are supported by investment accounts and determine the amount that should be redirected to Water Development Account I under W.S. 99-99-1001(c). Mr. LaBonde noted that many of the accounts do not have excess funds available at this time, but there are excess funds available from the Buffalo Bill Dam Account and the Pathfinder Modification Account. However, for Pathfinder and Glendo, there is not currently authority in W.S. 99-99-1001(c) to make those transfers. The Office is suggesting that a statutory change to include that authority for Pathfinder and Glendo. Tab WW.

Mr. LaBonde noted that the Pathfinder Account was created with Account II funds, and if the suggested change is being made to include the authority to transfer excess funds as suggested, it may be appropriate to provide that excess funds from Pathfinder could be moved to Water Development Account II.

The Commission voted to recommend the statutory changes including authorizing excess funds from the Pathfinder Account to Water Development Account II.

Senator Meier moved that Staff draft a bill to include the recommendations made by the Commission with the caveat that funds cannot be transferred without consideration of the replacement demand from the Nebraska v. Wyoming decree. The motion was seconded and passed by voice vote.

### **REQUEST FOR RECONSIDERATION – LITTLE SNAKE RIVER CONSERVATION DISTRICT**

Senator Larry Hicks made a presentation to the Commission and the Committee on three small water projects that were rejected by the Commission in March. Tab QQ. See Appendix 4 for a copy of the power point presentation. Senator Hicks stated that the three projects are shovel ready projects and have secured a large amount of federal funding. Without additional funding from the small water program for these three projects the projects are in jeopardy of losing that federal funding.

In response to a question, Mr. LaBonde noted that while other accounts represent a biennial amount and the Office had recommended spending only about half of the amount appropriated, the small water project program is funded annually. He noted that of the projects that were submitted to the Commission in March, these were the only projects that were not funded.

The Commission failed to pass a motion to reconsider the projects.

### **FUTURE MEETING SCHEDULE**

Mr. LaBonde provided a handout with lodging and RSVP information for the August meeting of the Commission and the Committee. [Appendix 5](#).

### **MEETING ADJOURNMENT**

There being no further business, Chairman Geis adjourned the meeting at 12:30 p.m.

Respectfully submitted,

Senator Gerald Geis, Chairman

# Committee Meeting Materials Index

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Appendix	Agenda Item	Appendix Description	Appendix Provider
1	Committee Sign-In Sheet	Lists meeting attendees	Legislative Service Office
2	Committee Meeting Agenda	Provides an outline of the topics the Committee planned to address at meeting	Legislative Service Office
3	Meeting notebook	Meeting notebook with information considered during the meeting: <a href="http://wwdc.state.wy.us/commission/June-2016.html">http://wwdc.state.wy.us/commission/June-2016.html</a>	Water Development Office
4	Reconsideration of projects	Reconsideration of projects – Little Snake River Conservation District power point presentation	Senator Hicks
5	Future meetings	Information on the August meeting	Water Development Office

**KINNAIRD LAW OFFICE, P.C.**  
449 SOUTH MAIN STREET  
P.O. BOX 627  
SHERIDAN, WYOMING 82801

**VIRGIL G. KINNAIRD \***  
**BENJAMIN L. KELLER\***

**TELEPHONE (307) 672-9771**  
**FACSIMILE (307) 672-8244**

*\*Also admitted in Montana*

July 5, 2016

**Harry C. LaBonde, PE**  
**Director, Wyoming Water Development Commission**  
6920 Yellowtail Road  
Cheyenne, WY 82002

**Subject: South Worland Water Users Corporation  
Level I Study**

Dear Director LaBonde:

I have at hand a copy of Kevin Boyce's June 6, 2016 letter to South Worland Water Users Corporation, which advised of the Wyoming Water Development Commission action on June 2, 2016. As I understand matters, the Level I contract for James Gores and Associates was not awarded and is not, at this time, on the Commission agenda for the August 26 meeting.

As counsel for the South Worland Waters Users Corporation, for and on their behalf, it is requested that the matter of awarding a Level I contract to James Gores and Associates be again placed on the agenda for consideration.

It appears the Commission was unwilling to exercise its discretion to waive the requirement that the project sponsor be a public entity and felt there did not appear to be a commitment to become a public entity or proceed toward Levels II and III.

Allow me to dispel any doubt about South Worland Water Users Corporation:

- The corporation has retained the undersigned to pursue formation of an improvement and service district
- The corporation's board of directors has resolved to pursue district formation. Based on my experience, I would expect formation to be complete in early 2017
- The corporation's board of directors is aware of the statutory necessity to described the boundaries of a proposed district and has retained and commissioned a surveyor to prepare a boundary description to be incorporated in a petition to the Board of Commissioners of Washakie County. The boundary

description should be available in late July. Thereafter, there has to be a review by County Assessor for conflict.

- The corporation's board of directors is working out a plan to obtain the requisite number of signatures for a formation petition.

In my view, the board of directors is quite committed and is undaunted by the prospect of forming, organizing and operating an improvement and service district.

An initial Level I study is a critical necessity for the board of directors to allow professionally developed information and analysis be available. As we and your staff is well aware, the South Worland Water Users Corporation area is surrounded by the Washakie Rural Improvement and Service District and the City of Worland. In anticipation of district formation and function, it would be my plea to the Commission to allow the requested Level I proceed, in hopes that the district would have sufficient information to seek Level II funding in 2017.

Please be so kind as to include South Worland Water Users Corporation Level I study and contract to James Gores and Associates on the August 26, 2016 agenda for the Commission.

Unless directed otherwise, the South Worland Water users Corporation will have representatives present on August 26.

If there are any questions or concerns, please contact me or a member of the Board of Directors (Kevin Boyce has contact information)

Best regards.

Respectfully,

KINNAIRD LAW OFFICE, P.C.



Virgil G. Kinnaird

VGK/ds

cc: South Worland Water Users Corporation  
PO Box 725  
Worland, WY 82401

ec: Ross Jorgensen (rossj@warws.com)  
Kevin Boyce (kevin.boyce@wyo.gov)

# Shell Town Water Consolidation Group

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## Meeting Minutes:

Subject: Action Items – from Joel Farber meeting

Date: 28 June 2016

Time: 9:00AM >>> 10:30 AM

Location: Patty Tyrrells residence

Attendees: Dave Nelson Shell Water Users Inc.  
Patty Tyrrell Shell Town Waterline  
Ev Dunklee Application coordination  
Dave Tyrrell Interested party

As action items from meeting on 27 June 2016. This group has resolved:

- Operate organizational process as one group
- Keep minutes of meetings and actions
- Keep Kevin Boyce and WWDC updated

## Discussions:

- It has been brought to our attention that we were viewed as two groups by several legislative committee personnel. Perhaps view was in part generated by application payments via two organizational sources. For application and district formation purpose we assert we work as one group under heading “Shell Town Water Consolidation Group (SHWC). Our purpose is to form one entity that consolidates water use and distribution in Shell, Wyoming. We intend to unify Shell Water Users Inc. and Shell Town Waterline, two organizations that purchase water within Shell, Wyoming from the town of Greybull; into one physical and organizational structure that will be consistent with standards acceptable to town of Greybull. All for intent of eventual consolidation with town of Greybull and possibly regional water systems.
- Patty Tyrell will keep physical group records. Everett Dunklee will draft meeting minutes for official approval and keep electronic copy of records.
- We note as acts of good faith to WWDC process we already have:
  - Submitted \$1000 application fee to WWDC
  - Traveled to Casper Wyoming for application presentation (2 persons)

## Shell Town Water Consolidation Group

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- Traveled to Cheyenne Wyoming for engineer selection (2 persons with overnight and meal expenses)
- Patty Tyrrell arranged leave from work and provided substitute driver for facilitating such travel
  
- Organization at this time forward, as initial cadre, until more formal voting:
  - Patty Tyrell represents – Shell Town Waterline tap holders
  - Dave Nelson represents – Shell Water Users Inc. tap holders
  - Everett Dunklee - coordinates between groups
  
- Method for “straw poll” of current tape holders:
  - Invite both organization’s tap holders to next Shell Water Users Inc. general meeting
  - Present information
  - Present petition
  - Petitions
    - Will have all tap holders of each entity on separate sheets
    - Each entity’s tap holders will have view of other entity’s sheet
    - In total all SHWC proposed tap holders names will be listed
    - Petition forms to each entity will be joined into one petition
    - If necessary house to house presentations will complete process

### Timeline:

- Joint meeting in July or August - To be arranged
- Coordinate with Todd Stoelk per his desire to run such meeting for Shell Water Users Inc.
- Todd’s meeting will continue at discretion of Todd and Patty with respect to each entity
- SHWC combined petition will be married and completed ASAP

### Contacts:

- Dave Nelson will talk with John Ed Anderson about possibility of SVWID sponsorship
- Ev Dunklee:
  - Has spoken with Lori Smallwood – Big Horn County Clerk and possible South Big Horn or other district sponsor, or town of Greybull sponsorship
  - Will talk to John Joyce relative to South Big Horn Water District and Regional Water District
- Patty Tyrell:
  - Will coordinate with Paul Thur and town of Greybull at appropriate time

## Shell Town Water Consolidation Group

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Signatures: (copy with physical signatures available by request to Patty Tyrrell)

Dave Nelson

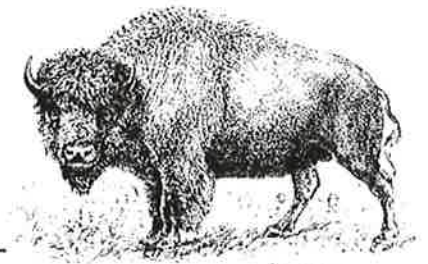
Patty Tyrrell

Everett Dunklee

Dave Tyrrell



*Town of Greybull . . .*



24 South 5th • Box 271 • Greybull, Wyoming 82426 • Phone (307) 765-9431

July 11, 2016

Wyoming Water Development Commission  
Harry LaBonde, Jr., President  
6920 Yellowtail Rd.  
Cheyenne, WY 82002

Dear Commissioners:

The Town of Greybull's governing body supports the efforts of the Shell water systems to have a master plan developed for a unified system to serve the town. Greybull has several consecutive water systems and appreciates the efforts of each system to make improvements and to maintain efficient systems that do not waste water. We look forward to seeing Shell's master plan when it is available. Please contact Town Hall if the Commission has any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Myles Foley', with a long horizontal flourish extending to the right.

Myles Foley  
Mayor of Greybull



**FINAL PROJECT CLOSEOUT MEMO  
FOR LEVEL I AND II PLANNING PROJECTS  
WYOMING WATER DEVELOPMENT OFFICE  
PLANNING DIVISION**



The Planning Project listed below is complete and scheduled for closeout. This memo serves to summarize the findings of the final report and to document the final contract amount.

**PROJECT:** Buffalo Master Plan  
**LEVEL:** I  
**SPONSOR:** City of Buffalo  
**LOCATION:** Johnson County  
**PROGRAM:** New Development  
**PROJECT MGR:** Keith Clarey

**AUTHORIZING LEGISLATION:**

<u>Purpose</u>	<u>Chapter</u>	<u>Session</u>	<u>Account</u>	<u>Appropriation</u>	<u>Due Date</u>
Level I	74	2014	I	\$190,000	2017

**CURRENT CONTRACT:**

Consultant  
 Western Water Consultants, Inc., dba WWC Engineering

<u>Contract Number</u>	<u>Executed</u>	<u>Original Contract Amount</u>	<u>Final Contract Amount</u>	<u>Contract Savings Amount</u>	<u>Expiration Date</u>
05SC0295822	06-11-14	\$187,500.00	\$179,819.88	\$7,680.12	12-31-16

**PROJECT DESCRIPTION:**

The City of Buffalo public water system serves the population of 5,121 through 2,500 taps. The City is supplied with surface water from Clear Creek (up to 26 cfs), and they have storage in Tie Hack and Willow Park Reservoirs. The City also has a raw water system for irrigation of parks/schools/etc. that is supplied from one shallow alluvial well yielding up to 700 gpm. The total combined use of the raw water system is 30 million gallons/year. The City's potable water system includes three storage tanks with a combined capacity of 3,850,000 gallons.

The City of Buffalo requested a Level I study to evaluate the current condition of the City's water system and to determine the ability of the City's water system to allow them to continue to operate, to determine options for increasing the system efficiency, and to determine the ability of the City system to provide new water service to Johnson County residents located in the surrounding areas. The study commenced in June 2014 and the Level I final report was completed in July 2015.

**PROJECT FINDINGS/RECOMMENDATIONS:**

The goal of the 2015 Level I study was to provide the City of Buffalo with a planning and management tool to facilitate efficient operation of the City's water system, in addition to evaluating the feasibility of providing potable City water to areas outside of the corporate limits. The Buffalo Rural Area Supply System (BRASS) project area includes approximately 500 existing residences with insufficient water supply via domestic wells with low yield and poor water quality.

The study recommended thirteen (13) future water supply and distribution system upgrade construction projects from 2017 to 2035. These thirteen projects total more than \$3.2 million. The top two priorities were recommended, approved, and funded during the 2016 legislative session. These two were the Main Street High Pressure Line (\$223,303) and the South Tank Water Level Control Valve (\$176,476).

The other eleven (11) proposed future construction projects include:

- Glencoe Way Loop Line (\$63,957)
- High Street Line (\$133,263)
- North Bozeman Avenue Line (\$173,796)
- North Hart Street Line (\$198,277)
- North Carrington Water Line (\$566,337)
- West Gatchell Street Waterline (\$200,802)
- Sunset Avenue Waterline (\$448,814)
- West Brock Street Line (\$209,258)
- Cummings Avenue Line (\$220,861)
- South Tisdale Street Line (\$220,861)
- Clear Creek Road Loop Line (\$379,621)

PUBLIC REPORT PRESENTATION      HEARING: Y

<u>Date</u>	<u>Location</u>	<u>City</u>
12-1-15	Buffalo Town Hall, 46 North Main Street	Buffalo

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:

Final Report:

[http://library.wrds.uwyo.edu/wwdcrept/Buffalo/Buffalo-Master\\_Plan\\_Level\\_I\\_Study-Final\\_Report-2015.html](http://library.wrds.uwyo.edu/wwdcrept/Buffalo/Buffalo-Master_Plan_Level_I_Study-Final_Report-2015.html)

Executive Summary:

[http://library.wrds.uwyo.edu/wwdcrept/Buffalo/Buffalo-Master\\_Plan\\_Level\\_I\\_Study-Executive\\_Summary-2015.html](http://library.wrds.uwyo.edu/wwdcrept/Buffalo/Buffalo-Master_Plan_Level_I_Study-Executive_Summary-2015.html)

WWDO RECOMMENDATION:

From the July 2015 Level I study, the WWDO recommended in November, 2015 two Level III construction projects. These two Level III projects included the #1 Priority of the Buffalo Main Street Pipeline, Level III project with an appropriation of \$154,100 and the #2 Priority of the Buffalo Tank Valve, Level III project with an appropriation of \$117,250. Both projects were approved by the WWDC/SWC and included in the 2016 Omnibus Water Bill – Construction, which was approved by the Wyoming State Legislature.

The WWDO recommends proceeding to the next Level of project development for the remaining eligible proposed construction projects upon the submittal of an appropriate funding application by the sponsor.

WWDC PROPOSED MOTION:

I move acceptance of the Buffalo Master Plan, Level I Study project report as being complete and further, the WWDC makes the following findings relative to this project:

That the Commission recommends proceeding to the next Level of project development for the remaining eligible projects upon the submittal of an appropriate funding application by the sponsor.



**FINAL PROJECT CLOSEOUT MEMO  
FOR LEVEL I AND II PLANNING PROJECTS  
WYOMING WATER DEVELOPMENT OFFICE  
PLANNING DIVISION**



The Planning Project listed below is complete and scheduled for closeout. This memo serves to summarize the findings of the final report and to document the final contract amount.

**PROJECT:** Medicine Bow River Watershed Study  
**LEVEL:** I  
**SPONSOR:** Medicine Bow Conservation District  
**LOCATION:** Carbon and Albany County  
**PROGRAM:** New Development  
**PROJECT MGR:** Peter Gill

**AUTHORIZING LEGISLATION:**

<u>Purpose</u>	<u>Chapter</u>	<u>Session</u>	<u>Account</u>	<u>Appropriation</u>	<u>Due Date</u>
Level I	74	2014	I	\$375,000	2017

**CURRENT CONTRACT:**

Consultant

RE/SPEC Inc. dba RESPEC

<u>Contract Number</u>	<u>Executed</u>	<u>Original Contract Amount</u>	<u>Final Contract Amount</u>	<u>Contract Savings Amount</u>	<u>Expiration Date</u>
05SC0295844	6-12-14	\$354,900.00	\$354,701.88	\$ 198.12	12-31-16

**PROJECT DESCRIPTION:**

The Medicine Bow Conservation District requested a watershed study to evaluate watershed function, water availability and supplies. The Medicine Bow Watershed encompasses approximately 3,000 square miles, the majority being in Carbon and Albany Counties. The purpose of this study was to assess current conditions and to suggest resolutions for any water resource issues consistent with WWDC objectives. The study included a GIS inventory of hydrography, soils, climate, fish and wildlife habitat, and water and energy infrastructure. The study provided an analysis of surface and groundwater availability, rangeland conditions, and the geomorphic characterization of the stream system. Working with the community and individual land owners, RESPEC identified needed water projects, including: rehabilitation of existing water storage facilities, irrigation diversion/conveyance systems, and upland livestock/wildlife water projects.

**PROJECT FINDINGS/RECOMMENDATIONS:**

During the course of the project, conservation district board members and landowners were involved at 8 public meetings and sixteen field visits. The watershed inventory compiled GIS data and reports related to the physical, biological, and built systems of the watershed. Analysis of the data resulted in a characterization of land use, stream flows, upland water availability, stream conditions, and water infrastructure.

There are over 300 surface water diversions in the watershed, supplying water to 125 major ditches, mapped through 350 miles of conveyance. These diversions supply water to 35,000 acres of irrigated land (2012). An analysis of irrigated acres showed a 30% reduction of irrigated acres as compared to 2006 levels. Evaluation of 30 irrigation systems resulted in 25 irrigation projects totaling \$2.8 Million in total cost.

A detailed geomorphic evaluation of stream-bed stability was conducted through this study to address the diversion maintenance issues of six major diversions. This study included the Dry Creek diversion supplying water to 21,000 irrigated acres of the Rock Creek Water Users Association. The Dry Creek Diversion and the Vandiver Ditch involve costly repairs or replacement. The Rock Creek Water Users Association should consider district formation and apply to the WWDC for Level II evaluation.

There are one million acres of privately held rangeland within the study area. Participating landowners' properties covered 302,000 acres. The rehabilitation plan included evaluation of 270 livestock components, resulting in 32 livestock/wildlife projects at a cost of \$3.2 Million. RESPEC provided system designs that can be utilized to apply to the WWDC's Small Water Projects program.

This project brings WWDC funding to the rural citizens in the area that do not benefit from being part of a municipality or large water district.

PUBLIC REPORT PRESENTATION      HEARING: N

<u>Date</u>	<u>Location</u>	<u>City/Town</u>
2-9-16	Medicine Bow Conservation District	Medicine Bow

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:

Final Report: [http://library.wrds.uwyo.edu/wwdcrept/Medicine\\_Bow/Medicine\\_Bow\\_River-Watershed\\_Study\\_Watershed\\_Management\\_Plan-Final\\_Report-2016.html](http://library.wrds.uwyo.edu/wwdcrept/Medicine_Bow/Medicine_Bow_River-Watershed_Study_Watershed_Management_Plan-Final_Report-2016.html)

Executive Summary: [http://library.wrds.uwyo.edu/wwdcrept/Medicine\\_Bow/Medicine\\_Bow\\_River-Watershed\\_Study\\_Watershed\\_Management\\_Plan-Executive\\_Summary-2016.html](http://library.wrds.uwyo.edu/wwdcrept/Medicine_Bow/Medicine_Bow_River-Watershed_Study_Watershed_Management_Plan-Executive_Summary-2016.html)

WWDO RECOMMENDATION:

Projects described in the Watershed Study are intended to incrementally rehabilitate watershed functions, improving riparian areas, stream stability, rangeland management, fish passage, water quality, and attenuating flood flows. The Watershed Study provides analysis of watershed conditions, and through the projects identified in the rehabilitation plan, demonstrate how these types of projects provide public benefit. Based on this study, the Office recommends supporting the funding of Small Water Program projects and conventional projects within this watershed on a case by case basis.

WWDC PROPOSED MOTION:

I move acceptance of the Medicine Bow River Watershed Study Level I project report as complete and further, the WWDC makes the following findings relative to this project:

That the Commission recommends proceeding to the next Level of project development upon the submittal of an appropriate funding application by the sponsor.



**FINAL PROJECT CLOSEOUT MEMO  
FOR LEVEL I AND II PLANNING PROJECTS  
WYOMING WATER DEVELOPMENT OFFICE  
PLANNING DIVISION**



The Planning Project listed below is complete and scheduled for closeout. This memo serves to summarize the findings of the final report and to document the final contract amount.

**PROJECT:** Meeteetse Master Plan  
**LEVEL:** I  
**SPONSOR:** Town of Meeteetse  
**LOCATION:** Park County  
**PROGRAM:** New Development  
**PROJECT MGR:** Keith Clarey

**AUTHORIZING LEGISLATION:**

<u>Purpose</u>	<u>Chapter</u>	<u>Session</u>	<u>Account</u>	<u>Appropriation</u>	<u>Due Date</u>
Level I	74	2014	I	\$125,000	2017

**CURRENT CONTRACT:**

Consultant

James Gores and Associates, Inc.

<u>Contract Number</u>	<u>Executed</u>	<u>Original Contract Amount</u>	<u>Final Contract Amount</u>	<u>Contract Savings Amount</u>	<u>Expiration Date</u>
05SC0295846	06-11-14	\$122,903.00	\$122,903.00	\$ --0--	12-31-16

**PROJECT DESCRIPTION:**

The Town of Meeteetse public water system serves the population of 327 through 217 taps. The Town is supplied with surface water from the Lower Sunshine Reservoir at rates up to 1.1 cfs. The Town operates a microfiltration water treatment plant that treats water diverted from the toe drain of the Lower Sunshine Reservoir, which is located about 6 miles from the Town. The Town's system includes two storage tanks with capacities of 500,000 and 200,000 gallons; totaling a combined capacity of 700,000 gallons.

The Town of Meeteetse requested a Level I study to update the Town's previous October 1995 master plan. The study commenced in June 2014 and the final report was completed in August 2015. The August 2015 Level I study identified deficient components of the existing water system and provided a schedule for improvements. This Level I study also identified system needs and developed a plan to accommodate the future growth of the Town.

**PROJECT FINDINGS/RECOMMENDATIONS:**

The Meeteetse Level I study recommended nine (9) future water system projects by Priority Number including:

1. Plant Equipment Replacement & Upgrading (\$80,500)
2. Installation of SCADA System (\$66,000)
3. Retrofit Main Tank Vault (\$118,000)
4. Eliminate Meter Pits – Replacements in Homes (\$135,000)
5. Loop Dead End Lines in Town (\$108,000)
6. Construct 200,000-Gal. Tank Fence and Road (\$66,000)
7. Loop Line from WYDOT Shop to Town (\$95,000)
8. Regrade 500,000-Gal. Tank Access Road (\$5,000)
9. Replace Highway 290 AC Line with PVC (\$295,000).

PUBLIC REPORT PRESENTATION      HEARING: Y  
Date                      Location                      Town  
11-30-15                  Meeteetse Town Hall, 2044 State Street                  Meeteetse

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:

Final Report:

[http://library.wrds.uwyo.edu/wwdcrept/Meeteetse/Meeteetse-Master\\_Plan\\_Level\\_I\\_Study-Final\\_Report-2015.html](http://library.wrds.uwyo.edu/wwdcrept/Meeteetse/Meeteetse-Master_Plan_Level_I_Study-Final_Report-2015.html)

Executive Summary:

[http://library.wrds.uwyo.edu/wwdcrept/Meeteetse/Meeteetse-Master\\_Plan\\_Level\\_I\\_Study-Executive\\_Summary-2015.html](http://library.wrds.uwyo.edu/wwdcrept/Meeteetse/Meeteetse-Master_Plan_Level_I_Study-Executive_Summary-2015.html)

WWDO RECOMMENDATION:

In September 2015, the Town of Meeteetse applied for WWDC-funding for a Level III construction project for SCADA System upgrades and a Main Tank Vault Retrofit. The Meeteetse Master Plan final report recommended these Level III construction projects as the top eligible priorities for improvements to the Town of Meeteetse's water system. The Meeteetse Tank and SCADA Retrofit Level III projects were designed to upgrade the main tank vault to eliminate the confined space hazards and to modernize the old SCADA system. The completion of these projects will greatly improve the safety, operation, and efficiency of the Town's water system. Both projects were approved by the WWDC/SWC with an appropriation of \$93,800 in the 2016 Omnibus Water Bill – Construction, which was approved by the Wyoming State Legislature.

The WWDO recommends proceeding to the next Level of project development for the remaining eligible proposed construction projects upon the submittal of an appropriate funding application by the sponsor.

WWDC PROPOSED MOTION:

I move acceptance of the Meeteetse Master Plan, Level I Study project report as being complete and further, the WWDC makes the following findings relative to this project:

That the Commission recommends proceeding to the next Level of project development for the remaining eligible projects upon the submittal of an appropriate funding application by the sponsor.



**FINAL PROJECT CLOSEOUT MEMO  
FOR LEVEL I AND II PLANNING PROJECTS  
WYOMING WATER DEVELOPMENT OFFICE  
PLANNING DIVISION**



The Planning Project listed below is complete and scheduled for closeout. This memo serves to summarize the findings of the final report and to document the final contract amount.

**PROJECT:** Midvale Irrigation District Hydropower Study  
**LEVEL:** II  
**SPONSOR:** Midvale Irrigation District  
**LOCATION:** Fremont County  
**PROGRAM:** New Development  
**PROJECT MGR:** Chace Tavelli

**AUTHORIZING LEGISLATION:**

<u>Purpose</u>	<u>Chapter</u>	<u>Session</u>	<u>Account</u>	<u>Appropriation</u>	<u>Due Date</u>
Level II	74	2014	I	\$150,000	2017

**CURRENT CONTRACT:**

Consultant  
 States West Water Resources, a Wenck Company

<u>Contract Number</u>	<u>Executed</u>	<u>Original Contract Amount</u>	<u>Final Contract Amount</u>	<u>Contract Savings Amount</u>	<u>Expiration Date</u>
05SC0295838	6-12-2014	\$147,325.00	\$146,415.27	\$909.73	12-31-16

**PROJECT DESCRIPTION:**

The Midvale Irrigation District requested a Level II study to determine the feasibility of building hydropower at various canal drop structures within the district’s boundaries and to determine the feasibility of upgrading the existing Pilot Butte power plant.

**PROJECT FINDINGS/RECOMMENDATIONS:**

Initially 31 sites were evaluated for fatal flaws and 7 were chosen for further feasibility study and rated on a potential hydropower development scale from 1-10, with 10 being the most feasible. Choosing sites to advance to the feasibility stage in the project was based on available flow, available head, potential power generation, adjacent power consumer, transmission costs, and cost estimates.

As part of the feasibility analyses, cost estimates were developed. It was assumed that the avoided rate, or amount the power company would pay for generated power, was \$0.04/kWh. The following tables provide results of the analyses of the seven sites:



Location		Kinnear Drop	Ulcer Hill A	Ulcer Hill B	D19.0	Huelle	D37.2	Pilot Butte
Site Conditions	Net Head (feet)	37	37	85	17	38	30	80
	Max Turbine Flow (cfs)	350	259	259	392	250	167	403
	Min Turbine Flow (cfs)	90	68	68	102	65	44	105
	Rated Flow (cfs)	304	225	225	341	217	145	350
	Penstock Diameter (inches)	72	66	66	96	66	60	66
	Distance to Interconnect (miles)	Overhead	Overhead	0.25	2.5	1.3	1.0	Overhead
Generation	Rated Capacity (kW)	802	593	1375	491	689	363	2029
	Annual Energy Production (kWh)	3,576,101	1,965,471	4,561,281	1,500,000	2,250,000	1,127,960	8,145,096
	Turbine Type	Kaplan	Francis	Francis	Kaplan	Kaplan	Kaplan	Francis
Economics	Capital Costs	\$3,305,713	\$2,835,486	\$5,615,678	\$2,196,002	\$2,731,669	\$1,718,199	\$5,062,144
	Annual Revenue @ \$0.04/kWh	\$143,044	\$78,619	\$182,451	\$60,000	\$90,000	\$45,118	\$325,804
	Annual O&M	\$35,761	\$19,655	\$45,613	\$15,000	\$22,500	\$11,280	\$81,451
Performance	Reliability	Excellent	Excellent	Excellent	Excellent	Excellent	Excellent	Excellent
	Maintenance	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate
	Range of Operation	30% - 120%	30% - 120%	30% - 120%	30% - 120%	30% - 120%	30% - 120%	30% - 120%
Construction	Space Required	1225 Sq. Ft.	1225 Sq. Ft.	1225 Sq. Ft.	900 Sq. Ft.	900 Sq. Ft.	900 Sq. Ft.	1400 Sq. Ft.
	Permitting	1.5 years	1.5 years	1.5 years	1.5 years	1.5 years	1.5 years	1.5 years
	Time to Construct	1 year	1 year	1 year	1 year	1 year	1 year	1 year
Potential Hydropower Development (Scale 1 to 10)		6	4	5	3	3	3	8

Location	Benefit/Cost Ratio	Payback Period (Years)
<b>Kinnear Drop</b>	0.56	>30
<b>Ulcer Hill A</b>	0.39	>30
<b>Ulcer Hill B</b>	0.45	>30
<b>D19.0</b>	0.40	>30
<b>Huelle Drop</b>	0.45	>30
<b>D37.2</b>	0.37	>30
<b>Pilot Butte</b>	0.75	>30

Because Pilot Butte is the most feasible alternative, as part of the study, an avoided cost rate was calculated where a positive cash flow would occur in the first year of operation. That value is \$0.063/kWh.

The conclusions and recommendations state that the canal sites are not feasible until avoided cost rates rise. The most feasible project is Pilot Butte but it cannot be built with all of the funding coming from loans because of the >30 year payback period. The Consultant recommended that the District look into applying

for a WaterSMART grant from the Bureau of Reclamation. If a \$1,000,000 grant could be secured and an avoided cost rate of \$0.05/kWh could be negotiated the project could see a net positive cash flow in the first year of operation. Without the grant and higher than anticipated avoided cost rate, Pilot Butte is not recommended.

PUBLIC REPORT PRESENTATION      HEARING: N

<u>Date</u>	<u>Location</u>	<u>City/Town</u>
5-12-16	Midvale Irrigation District Headquarters	Pavillion

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:

Final Report: [http://library.wrds.uwyo.edu/wwdcrept/Midvale/Midvale\\_Irrigation\\_District-Hydropower\\_Level\\_II\\_Study-Final\\_Report-2016.html](http://library.wrds.uwyo.edu/wwdcrept/Midvale/Midvale_Irrigation_District-Hydropower_Level_II_Study-Final_Report-2016.html)

Executive Summary: [http://library.wrds.uwyo.edu/wwdcrept/Midvale/Midvale\\_Irrigation\\_District-Hydropower\\_Level\\_II\\_Study-Executive\\_Summary-2016.html](http://library.wrds.uwyo.edu/wwdcrept/Midvale/Midvale_Irrigation_District-Hydropower_Level_II_Study-Executive_Summary-2016.html)

WWDO RECOMMENDATION:

The WWDO recommends the study be considered final and closed out. Per W.S. 11-34-306, the State's process for the construction of hydropower facilities requires the WWDC perform hydropower Level II Feasibility Studies, and the Office of State Lands and Investments (OSLI) may negotiate and make loans to municipalities, irrigation districts and special districts for hydropower development. The WWDC has fulfilled its required involvement.

WWDC PROPOSED MOTION:

I move acceptance of the Midvale Irrigation District Hydropower Study Level II project report as being complete and further, the WWDC makes the following findings relative to this project:

1. That the Commission recommend:  
Terminating further consideration of the proposed project.
2. Based on the findings in the final report, the project is determined to be in the public interest.
3. The project functions and services can realistically be provided by any person, association or corporation engaged in private enterprise. There are private entities that help districts build hydropower facilities and enter into agreements with the districts that involve ownership, operations, and profit sharing.



**FINAL PROJECT CLOSEOUT MEMO  
FOR LEVEL I AND II PLANNING PROJECTS  
WYOMING WATER DEVELOPMENT OFFICE  
PLANNING DIVISION**



The Planning Project listed below is complete and scheduled for closeout. This memo serves to summarize the findings of the final report and to document the final contract amount.

**PROJECT:** Moorcroft Master Plan  
**LEVEL:** I  
**SPONSOR:** Town of Moorcroft  
**LOCATION:** Crook County  
**PROGRAM:** New Development  
**PROJECT MGR:** Keith Clarey

AUTHORIZING LEGISLATION:

<u>Purpose</u>	<u>Chapter</u>	<u>Session</u>	<u>Account</u>	<u>Appropriation</u>	<u>Due Date</u>
Level I	74	2014	I	\$135,000	2017

CURRENT CONTRACT:

Consultant  
HDR Engineering, Inc.

<u>Contract Number</u>	<u>Executed</u>	<u>Original Contract Amount</u>	<u>Final Contract Amount</u>	<u>Contract Savings Amount</u>	<u>Expiration Date</u>
05SC0295845	06-11-14	\$120,311.00	\$98,393.75	\$21,917.25	12-31-16

PROJECT DESCRIPTION:

The Town of Moorcroft public water system serves the population of 1,092 through 425 taps. The Town is supplied with groundwater from one 3,750-foot deep well completed into the Mississippian Madison Limestone and six shallower wells completed into the Upper Cretaceous Lance Formation/Fox Hills Sandstone. The total combined yield of the seven wells is approximately 900 gpm. The Town’s system includes two storage tanks with capacities of 250,000 and 500,000 gallons; totaling a combined capacity of 750,000 gallons.

The Town of Moorcroft requested a Level I study to update the Town’s previous October 1991 and April 1992 master plans. The Level I study commenced in June 2014 and the Level I final report was completed in September 2015. The study evaluated the existing condition of the Town’s water system. The study also identified system needs, provided a schedule for system improvements, and developed a plan to accommodate the future growth of the Town.

PROJECT FINDINGS/RECOMMENDATIONS:

Within the system, there are still 4” steel mains, undersized 6” mains, and asbestos-cement (AC) mains in several areas which need to be planned for replacement. Hydraulic modeling completed as a part of this study also identified several areas where fire flows need improvement. Below is a list summarizing recommended projects:

Goshen Street Water Mains (\$2,118,954)

This project will include the replacement of aging 6” water mains to upgrade water mains to PVC and improve fire flows in the area; this project has become a priority due recent water line repairs that have been required in the area.

Powder River Avenue Water Mains (\$3,222,571)

This project will include the replacement of aging 4" water mains to upgrade water mains to PVC and improve fire flows in the area.

NE & SE Water Transmission Loops (\$1,195,415)

This project will include the construction of new potable water transmission mains from the existing water storage tank on the east side of town.

Campbell, Johnson and Sheridan Street Water Mains (\$1,794,128)

The project will include the replacement of aging and undersized water mains with appropriately sized PVC water mains. The project will also include looping of existing mains.

Weston Street Water Mains (\$1,177,555)

The project will include the replacement of aging and undersized water mains with appropriately sized PVC water mains. The proposed project area includes the entire length of Weston St. including an extension to the west to provide proper looping.

Cross-Town Raw Water Transmission Line Replacement (from \$1,893,026 to \$2,964,977)

This project will include the replacement the existing raw water transmission main that goes from the west side of town to the tank on the east side of town.

Radio Read Water Meters

This project includes replacement of existing meters for the entire town to a radio read system. Radio read meters will be installed during water main projects. Any meters not replaced during water meter projects are anticipated to be installed by the Town.

The two main recommended operational changes were to implement a valve exercising program and to begin reporting annual water usage to the State Engineer's Office.

Infrastructure improvements identified in the Level I Study represent three main types of improvements. The first is replacement of water distribution mains throughout town which are undersized and/or consist of undesirable materials. The second improvement recommendation was to install a potable transmission loop to increase available flow to the Town and improve the redundancy of the system. The third infrastructure improvement recommendation was to replace the raw water main through town.

For this study, the water distribution main replacements were divided into four projects. The projects were sized to allow for economy of scale when going out for bids while keeping them small enough to make funding the projects feasible. The timing of all projects will be heavily dependent on available funding. In recent years, the Town's approach has been to complete a water system improvement project every two years.

PUBLIC REPORT PRESENTATION      HEARING: N

A final presentation was given to the Moorcroft Town Council at a regularly scheduled meeting on July 1, 2015. The Town of Moorcroft did not request any Level III construction project funding from the WWDC last year.

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:

Final Report:

[http://library.wrds.uwyo.edu/wwdcrept/Moorcroft/Town\\_of\\_Moorcroft-Master\\_Plan\\_Level\\_I\\_Study-Final\\_Report-2015.html](http://library.wrds.uwyo.edu/wwdcrept/Moorcroft/Town_of_Moorcroft-Master_Plan_Level_I_Study-Final_Report-2015.html)

Executive Summary:

[http://library.wrds.uwyo.edu/wwdcrept/Moorcroft/Town\\_of\\_Moorcroft-Master\\_Plan\\_Level\\_I\\_Study-Executive\\_Summary-2015.html](http://library.wrds.uwyo.edu/wwdcrept/Moorcroft/Town_of_Moorcroft-Master_Plan_Level_I_Study-Executive_Summary-2015.html)

WWDO RECOMMENDATION:

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

WWDC PROPOSED MOTION:

I move acceptance of the Moorcroft Master Plan, Level I Study project report as being complete and further, the WWDC makes the following findings relative to this project:

That the Commission recommends proceeding to the next Level of project development upon the submittal of an appropriate funding application by the sponsor.



**FINAL PROJECT CLOSEOUT MEMO  
FOR LEVEL I AND II PLANNING PROJECTS  
WYOMING WATER DEVELOPMENT OFFICE  
PLANNING DIVISION**



The Planning Project listed below is complete and scheduled for closeout. This memo serves to summarize the findings of the final report and to document the final contract amount.

**PROJECT:** Piney Cruse Diversion  
**LEVEL:** II  
**SPONSOR:** Piney Cruse Creek Ditch Company Irrigation District  
**LOCATION:** Story, Wyoming  
**PROGRAM:** Rehabilitation  
**PROJECT MGR:** Jodie Pavlica

**AUTHORIZING LEGISLATION:**

<u>Purpose</u>	<u>Chapter</u>	<u>Session</u>	<u>Account</u>	<u>Appropriation</u>	<u>Due Date</u>
Level II	74	2014	II	\$75,000	2016

**CURRENT CONTRACT:**

Consultant  
EnTech, Inc.

<u>Contract Number</u>	<u>Executed</u>	<u>Original Contract Amount</u>	<u>Final Contract Amount</u>	<u>Contract Savings Amount</u>	<u>Expiration Date</u>
05SC0295854	6-13-14	\$70,000.00	\$69,996.64	\$ 3.36	12-31-16

**PROJECT DESCRIPTION:**

The Piney Cruse Creek Ditch Company Irrigation District surface water diversion is located on South Piney Creek. Water is conveyed from this diversion through the Town of Story to North Piney Creek where it is diverted again into the District's irrigation delivery system. The District requested a Level II Feasibility Study of the South Piney diversion and conveyance system to determine rehabilitation or replacement alternatives and cost estimates.

After completion of the draft report in July of 2015, the District decided to pursue an alternative that they had previously ruled out, to join their ditch with the Prairie Dog water supply company ditch. This would allow the two entities to share one diversion out of North Piney Creek. This option was discussed early on and not pursued because the District and the Water Supply Company were unable to come to an agreement on how to share the facilities. After the release of the draft report a new agreement was reached to share Prairie Dog's Diversion. This resulted in a last minute change of scope and additional cost that was beyond the funds available to the contract. The District agreed to fund the extra work and the project report was completed May, 2016.

PROJECT FINDINGS/RECOMMENDATIONS:

Alternative	Description	Cost Estimate
<b>South Piney Creek Diversion Dam and Related Structures</b>		
SPD1	Install New Diversion Dam and Related Structures at Existing Location	\$555,000
SPD2	Repair/Upgrade Existing Diversion Dam and Related Structures at Existing Location	\$413,000
SPD3	Install New Cross-Vane Diversion Dam and Related Structures at Existing Location	No Cost – Alternative Rejected
SPD4	Do Nothing	
<b>North Piney Creek Diversion Dam and Related Structures</b>		
NPD1	Relocate to Downstream Location Upstream of PDWSC Diversion Dam	No Cost – Alternative Rejected
NPD2	Install New Diversion Dam and Related Structures at Existing Location with SCADA System	\$1,048,000
NPD3	Install New Diversion Dam and Related Structures at Existing Location without SCADA System	\$901,000
NPD4	Install New Diversion Dam and Related Structures Similar to Existing Structures at Existing Locations	\$600,000
NPD5	Install New Grouted Rock Diversion Dam at Existing Location	\$680,000
NPD6	Repair/Upgrade Existing Diversion Dam and Related Structures in Lieu of Replacing Them	No Cost – Alternative Rejected (maintenance vs. capital construction)
NPD7	Do Nothing	
<b>North Piney Ditch Section</b>		
NPDS1	Install Piping from North Piney Creek Diversion Dam to Tunnel Hill Inlet Structure	\$476,000
NPDS2	Line Existing Ditch from North Piney Creek Diversion Dam to Tunnel Hill Inlet Structure	\$251,000
NPDS3	Cleaning Existing Ditch from North Piney Creek Diversion Dam to Tunnel Hill Inlet Structure	\$25,000 (maintenance vs. capital construction)
NPDS4	Do Nothing	
<b>North Piney Joint Diversion</b>		
NPJD +construction of Drop #2 structures associated with current Level III	District and PDWSC jointly utilize existing PDWSC diversion dam, headgates, and approximately 315 LF of existing PDWSC ditch, construct Inlet Structure #1J, Pipeline #1J and EDS #1J, construct Drop #2 structures associated with the current Level III Improvement Project	\$1,018,000 Total Project Cost. Current Level III funding \$855,000. For an additional project appropriation of: \$1,018,000 - \$855,000 = <b>\$163,000</b>

PUBLIC REPORT PRESENTATION

HEARING: N

Date

Location

City/Town

5-17-16

Banner Clubhouse, 5 Upper Prairie Dog Road

Story

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:

Final Report: [http://library.wrds.uwyo.edu/wwdcrept/Piney\\_Cruse/Piney\\_Cruse\\_Diversion-Level\\_II\\_Study-Final\\_Report-2016.html](http://library.wrds.uwyo.edu/wwdcrept/Piney_Cruse/Piney_Cruse_Diversion-Level_II_Study-Final_Report-2016.html)

Executive Summary: [http://library.wrds.uwyo.edu/wwdcrept/Piney\\_Cruse/Piney\\_Cruse\\_Diversion-Level\\_II\\_Study-Executive\\_Summary-2016.html](http://library.wrds.uwyo.edu/wwdcrept/Piney_Cruse/Piney_Cruse_Diversion-Level_II_Study-Executive_Summary-2016.html)

WWDO RECOMMENDATION:

The WWDO recommends that the project be advanced to Level III upon receipt of an appropriate funding application. Further, because the district encompasses 13,535 acres and provides irrigation water to 4,735 of those acres, the WWDO finds that this project is in the public interest. There are two existing private entities that could legally provide these services, The Piney Cruse Creek Ditch Company, and the Prairie Dog Water Supply Company. However, these companies have determined providing these services to be economically infeasible. This is the primary reason the Piney Cruse Creek Ditch Company Irrigation District was formed.

WWDC PROPOSED MOTION:

I move acceptance of the Piney Cruse Diversion, Level II Study project report as being complete and further, the WWDC makes the following findings relative to this project:

1. That the Commission recommend:

Proceeding to Level III of project development upon the submittal of an appropriate funding application by the sponsor.

2. Based on the findings in the final report, the project is determined to be in the public interest.
3. The project functions and services cannot realistically be provided by any person, association or corporation engaged in private enterprise.





**FINAL PROJECT CLOSEOUT MEMO  
FOR LEVEL I AND II PLANNING PROJECTS  
WYOMING WATER DEVELOPMENT OFFICE  
PLANNING DIVISION**



The Planning Project listed below is complete and scheduled for closeout. This memo serves to summarize the findings of the final report and to document the final contract amount.

**PROJECT:** Sundance Water System Feasibility Study  
**LEVEL:** II  
**SPONSOR:** City of Sundance  
**LOCATION:** Crook County  
**PROGRAM:** New Development  
**PROJECT MGR:** Keith Clarey

**AUTHORIZING LEGISLATION:**

<u>Purpose</u>	<u>Chapter</u>	<u>Session</u>	<u>Account</u>	<u>Appropriation</u>	<u>Due Date</u>
Level II	74	2014	I	\$183,000	2017

**CURRENT CONTRACT:**

Consultant  
Trihydro Corporation

<u>Contract Number</u>	<u>Executed</u>	<u>Original Contract Amount</u>	<u>Final Contract Amount</u>	<u>Contract Savings Amount</u>	<u>Expiration Date</u>
05SC0295855	6-13-14	\$183,000.00	\$170,448.83	\$12,551.17	12-31-16

**PROJECT DESCRIPTION:**

The City of Sundance obtains its water from four (4) wells in the Madison and Minnelusa formations capable of providing 1,000 gpm. The City requested a master plan in 2012 to identify ways to make its existing water supply system more efficient. The master plan was completed in the fall of 2013. Several alternatives were developed including the Cole transmission line extension, Canyon pumping station improvements and well field evaluation. In addition, the master plan recommended a pumping test of Well 3C, and inspection and video logging of the four wells in the Cole Well Field, which includes Well 3C.

The Sundance Water System Feasibility, Level II Study incorporated these recommended alternatives, and the well pumping test and inspection/video logs commenced in June 2014. The Level II study was completed with the submittal of the final project report on August 31, 2015.

**PROJECT FINDINGS/RECOMMENDATIONS:**

The Sundance Level II Water System Feasibility Study final report recommended a continuation of the Level II Study with a Phase II to complete two needed investigations. This Phase II recommendation included a proposed comprehensive evaluation of the City's water storage tanks to evaluate their current condition, the storage capacity in relation to the pressure zones and PRV operations, and to evaluate improved pressure management throughout the water system. The Phase II recommendation also included an evaluation of Well 3B, which was not able to be inspected/video-logged during the 2014-2015 field season because the pump could not be pulled from the well. An alternative method of pump removal has now been identified for evaluating Well 3B and inspecting the pump and discharge piping after removal from the well.

The Sundance Level II Study recommended nine (9) future projects to improve the water system:

- Priority 1 – Cole Transmission Main Extension (\$1,063,745)
- Priority 2 – PRV Improvements (\$193,201)
- Priority 3 – South Zone Backbone (\$439,405)
- Priority 4 – Sundance West Pump Station Upgrade (\$101,237)
- Priority 5 – North Zone Transmission Main (\$685,209)
- Priority 6 – Well 3A Pipe String Replacement (\$21,457); City maintenance, not WWDC eligible.
- Priority 7 – Policky/Blue Transmission Main (\$1,809,318)
- Priority 8 – Level II, Phase 2 Study for a Storage Tank Study, Well 3B Downhole Survey, and Well Development (\$115,000)
- Priority 9 – Cole Transmission Main Asbestos Cement (AC) Pipeline Replacement (possible future project).

PUBLIC REPORT PRESENTATION      HEARING: Y

<u>Date</u>	<u>Location</u>	<u>City</u>
12-2-15	Sundance City Hall, 213 E. Main Street	Sundance

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:

Final Report:

[http://library.wrds.uwyo.edu/wwdcrept/Sundance/Sundance-Water\\_System\\_Feasibility\\_Level\\_II\\_Study-Final\\_Report-2015.html](http://library.wrds.uwyo.edu/wwdcrept/Sundance/Sundance-Water_System_Feasibility_Level_II_Study-Final_Report-2015.html)

Executive Summary:

[http://library.wrds.uwyo.edu/wwdcrept/Sundance/Sundance-Water\\_System\\_Feasibility\\_Level\\_II\\_Study-Executive\\_Summary-2015.html](http://library.wrds.uwyo.edu/wwdcrept/Sundance/Sundance-Water_System_Feasibility_Level_II_Study-Executive_Summary-2015.html)

WWDO RECOMMENDATION:

From the August, 2015 Level II study, the WWDO recommended in November, 2015 two Level III Sundance construction projects. These two Level III projects included the Priority 1 of the Sundance Transmission Pipeline, Level III project with an appropriation of \$713,550 and the Priority 2 of the Sundance PRV Improvements, Level III project with an appropriation of \$137,350. Both projects were approved by the WWDC/SWC and included in the 2016 Omnibus Water Bill – Construction, which was approved by the Wyoming State Legislature.

The WWDO recommends proceeding to the next Level of project development for the remaining eligible proposed construction projects upon the submittal of an appropriate funding application by the sponsor.

WWDC PROPOSED MOTION:

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

1. That the Commission recommended proceeding to Level III of project development for the remaining eligible proposed construction projects upon the submittal of an appropriate funding application by the sponsor.
2. Based on the findings in the final report, the project is determined to be in the public interest.
3. The project functions and services cannot realistically be provided by any person, association or corporation engaged in private enterprise.



**FINAL PROJECT CLOSEOUT MEMO  
FOR LEVEL I AND II PLANNING PROJECTS  
WYOMING WATER DEVELOPMENT OFFICE  
PLANNING DIVISION**



The Planning Project listed below is complete and scheduled for closeout. This memo serves to summarize the findings of the final report and to document the final contract amount.

**PROJECT:** Weather Modification Feasibility – Wyoming Range Study, Phase II  
**LEVEL:** II  
**SPONSOR:** State of Wyoming  
**LOCATION:** Wyoming Range (Lincoln & Sublette Counties)  
**PROGRAM:** New Development  
**PROJECT MGR:** Jennifer Cederle

**AUTHORIZING LEGISLATION:**

<u>Purpose</u>	<u>Chapter</u>	<u>Session</u>	<u>Account</u>	<u>Appropriation</u>	<u>Due Date</u>
Level II	74	2014	I	\$200,000	2017

**CURRENT CONTRACT:**

Consultant  
 University Corporation for Atmospheric Research (UCAR)

<u>Contract Number</u>	<u>Executed</u>	<u>Original Contract Amount</u>	<u>Final Contract Amount</u>	<u>Contract Savings Amount</u>	<u>Expiration Date</u>
05SC0295850	6-12-14	\$197,000.00	\$196,981.35	\$18.65	12-31-16

**PROJECT DESCRIPTION:**

The Weather Modification – Wyoming Range Feasibility Study was included in the 2014 Omnibus Water Planning Bill. The purpose of the study was to assess targeting the eastern slopes of the Wyoming Range to increase snowpack and ultimately runoff in the western portions of the Upper Green River Basin (UGRB). The UGRB is an area of known water shortages as identified in the Wyoming Water Development Commission’s (WWDC) Green River Basin Plan.

**PROJECT FINDINGS/RECOMMENDATIONS:**

This study was completed to assess the feasibility of increasing snowpack in the Wyoming Range that would ultimately melt and run off into western portions of the Upper Green River Basin (UGRB). Currently, the Idaho Power Company (IPC) operates a ground-based winter cloud seeding program designed to impact the Salt River Range and the western slopes of the Wyoming Range to augment streamflow that enters the Snake River. The results of this study suggest that IPC’s current seeding activities are positively impacting the eastern slopes of the Wyoming Range, leaving the State of Wyoming in a rather unique situation due to IPC’s operations in the area.

The study concludes that an operational cloud seeding program would be feasible to target the eastern slope of the Wyoming Range with streamflow increases into the UGRB. The basis for this conclusion is from the climatological analysis, model evaluations, and benefit/cost estimates. The overarching results of the study indicate that the existing IPC program is already effectively enhancing precipitation in the UGRB, and that further enhancement could be achieved by judicious placement of additional ground-based generators, and/or airborne seeding.

The climatological results of the study, and IPC’s existing/planned generator network, served as the blueprint from which several preliminary project designs were developed. Each version of the design was evaluated using the Weather Research and Forecasting (WRF) model coupled with a cloud seeding parametrization that simulates the impact of cloud seeding on precipitation. Modeled simulations considered several different generator configurations, as well as the effectiveness of aircraft seeding.

The results of the model simulations utilizing IPC’s existing/planned network of 9 remote generators, indicated that those 9 generators might be quite effective in impacting the eastern slope of the Wyoming Range (via a spill-over effect). Airborne seeding simulations were also conducted, and showed simulated increases in precipitation similar to the ground-based seeding scenario. For clarification purposes, it should be noted that model simulations based on IPC’s existing/planned remote generator network consisted of 9 generators, however, at the time, only 4 of those 9 generators were deployed in real-time.

Working from the model simulations showing that IPC’s “intended” network of 9 generators was producing a positive impact on the eastern slope of the Wyoming Range, a cost/benefit analysis was conducted. As of May 2016, IPC informed NCAR that 5 of the 9 generators were deployed. According to the adjusted preliminary benefit analysis, the only seeding scenario that showed a positive benefit to cost ratio was the addition of 4 remote generators to IPC’s existing network of 5 generators. The annual cost to supplement IPC’s existing generator network is estimated to be \$86,500. IPC has indicated a potential willingness to build, install, operate and maintain additional remotely operated, ground-based generators to supplement their network should funds be made available from supporters of the proposed project.

According to the study recommendations, taking advantage of cost-sharing options represents the most feasible way to realize increased streamflow in the UGRB. The study results suggest that partnering with IPC to complete the initial “planned” network of 9 ground-based generators would be the most cost effective option. A second study recommendation was to investigate the possibility of cost-sharing a combined ground and airborne seeding program to achieve greater benefits than a ground program alone.

<u>PUBLIC REPORT PRESENTATION</u>		<u>HEARING: N</u>
<u>Date</u>	<u>Location</u>	<u>City/Town</u>
7-20-15	Marbleton Town Hall, 10700 US 189	Marbleton

FINAL REPORT/EXECUTIVE SUMMARIES ONLINE:

Final Report

<http://wwdc.state.wy.us/weathermod/NCAR-Weather Modification Feasibility Wyoming Range Study-Level II-Final Report-5 3 16.html>

Executive Summary

<http://wwdc.state.wy.us/weathermod/NCAR-Weather Modification Feasibility Wyoming Range Study-Level II-Executive Summary-5 3 16.html>

WWDO RECOMMENDATION:

In accordance with W.S. 41-2-115(a), the WWDO has determined that the proposed project functions and services can be served by a corporation engaged in private enterprise. According to the results of this study, the Idaho Power Company (IPC) is engaged in weather modification activities that provide an indirect benefit for the Upper Green River Basin. However, IPC has not volunteered to provide the functions and services identified as being required by the proposed project. Based on the results of the study, including the consideration of public meeting comments, the WWDO finds that this project represents the public interest but recommends terminating further consideration of the proposed project.

**WWDC PROPOSED MOTION:**

I move acceptance of the Weather Modification Feasibility – Wyoming Range, Level II, Phase II, Study project report as being complete, and further, the WWDC makes the following findings relative to this project:

1. That the Commission recommend terminating further consideration of the proposed project.
2. Based on the findings in the final report, the project is determined to be in the public interest.
3. The project functions and services can realistically be provided by any person, association or corporation engaged in private enterprise.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Eden Valley Rehabilitation 2011      **SPONSOR:** Eden Valley Irrigation and Drainage District

**PROJECT DESCRIPTION:** Irrigation system improvements.

**WWDC MANAGER:** Keenan Hendon

**FUNDING**

WWDC Appropriation:	\$ 1,713,000.00	WWDC Account:	Account II
WWDC Grant Amount:	\$ 1,713,000.00 50.0%	Session Law:	2011
WWDC Loan Amount:	\$ - 0.0%	Reversion Date:	2016
Funding Source #2:	BOR (Basin Wide Salinity Control)		
Amount:	\$ 1,713,000.00 50.0%		
<u>Total Project Budget:</u>	\$ 3,426,000.00 100.0%		

**ENGINEERING**

Engineer:	JUB Engineers	Agreement Date:	Jun-09-2011
Design Fee:	\$ 286,872.50		
Construction Fee:	\$ 286,872.50		
Total Fee:	\$ 573,745.00		

**CONSTRUCTION**

Bid Opening Date:	Dec-11-2015	Number of Bids:	8
Low Bidder:	M&D Landscaping	Range of Bids:	\$3.1M - \$4.2
Engineer's Estimate:	\$ 2,647,350.00	Agreement Date:	Jan-03-2012
Contractor Bid Amount:	\$ 3,094,262.00	Construction Time:	85 days

**PROJECT CLOSEOUT**

Total Project Cost:	\$ 3,420,861.76	Date:	Jun-14-2016
WWDC Funding Share:	\$ 1,710,430.82		
WWDC Reverted Funding:	\$ 2,569.18		

**PROJECT STATUS**

The Project was closed-out in June 2016.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Austin Wall Canal Rehabilitation      **SPONSOR:** Austin Wall Irrigation District

**PROJECT DESCRIPTION:** Design and construction of water canal system improvements.

**WWDC MANAGER:** Ken Mitchell

**FUNDING**

WWDC Appropriation:	\$ 1,600,000.00	WWDC Account:	ACCOUNT II
WWDC Grant Amount:	\$ 1,500,000.00 50.9%	Session Law:	2013 & 2015
WWDC Loan Amount:	\$ 100,000.00 3.4%	Reversion Date:	2018

Funding Source #2:	BOR (Basin Wide Salinity Control)		
Amount:	\$ 1,350,000.00	45.8%	

Sponsor Funding Source #3:	Austin Wall Irrigation District		
Amount:	\$ -	0.0%	

<b><u>Total Project Budget:</u></b>	\$ 2,950,000.00	100.0%	
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**ENGINEERING**

Engineer:	Sunrise Engineering	Agreement Date:	Aug-01-2013
Design Fee:	\$ 312,433.00		
Construction Fee:	\$ 222,148.00		
Total Fee:	\$ 534,581.00		

**CONSTRUCTION**

Bid Opening Date:	May-12-2016	Number of Bids:	9
Low Bidder:	MD Nursery & Landscaping	Range of Bids:	\$2M - \$3.3M
Engineer's Estimate:	\$ 2,069,900.00	Agreement Date:	Jun-10-2016
Contractor Bid Amount:	\$ 2,073,365.00	Construction Time:	195 calendar days

**PROJECT STATUS**

Project is entering the construction phase. The pre-construction meeting was held on 7/27/2016.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
August-2016



**PROJECT:** Burns Well Connection

**SPONSOR:** Town of Burns

**PROJECT DESCRIPTION:** Design and construction of a well, pumping facilities, and pipeline to connect to the Town's water system.

**WWDC MANAGER:** William Brewer, P.E., P.G.

**FUNDING**

WWDC Appropriation:	\$	1,214,000.00	WWDC Account:	ACCOUNT I
WWDC Grant Amount:	\$	813,380.00	67.0%	Session Law: 2013
WWDC Loan Amount:	\$	400,620.00	33.0%	Reversion Date: 2018
<u>Total Project Budget:</u>	\$	1,214,000.00	100.0%	

**ENGINEERING**

Engineer:	Lidstone and Associates, Inc.	Agreement Date:	Sep-03-2013
Design Fee:	\$	103,656.50	
Construction Fee:	\$	88,595.00	
Total Fee:	\$	192,251.50	

**CONSTRUCTION**

Bid Opening Date:	May-24-2016	Number of Bids:	3
Low Bidder:	Aztec Construction	Range of Bids:	\$733K - 1,038K
Engineer's Estimate:	\$	963,664.00	Agreement Date: Jun-13-2016
Contractor Bid Amount:	\$	732,634.00	Construction Time: 140 days

**PROJECT STATUS**

The Town has signed the construction contract with the Contractor and construction is scheduled to commence in August.





**WYOMING WATER DEVELOPMENT COMMISSION  
LEVEL III CONSTRUCTION REPORT  
August-2016**



**PROJECT:** Casper Alcova Underdrain 2016      **SPONSOR:** Casper Alcova Irrigation District

**PROJECT DESCRIPTION:** 67% Grant funding, Sponsor providing 33%. Budgeted to replace an underdrain structure under the district's main canal.

**WWDC MANAGER:** Dale Anderson

**FUNDING**

WWDC Appropriation:	\$	369,840.00		WWDC Account:	ACCOUNT 2
WWDC Grant Amount:	\$	369,840.00	67.0%	Session Law:	2016
WWDC Loan Amount:	\$	-	0.0%	Reversion Date:	2021

Funding Source #2:	Casper Alcova Irrigation District				
Amount:	\$	182,160.00	33.0%		
<u>Total Project Budget:</u>	\$	552,000.00	100.0%		

**ENGINEERING**

Engineer:	WLC Engineering	Agreement Date:	Jul-01-2016
Design Fee:	\$	4,900.00	
Construction Fee:	\$	-	
Total Fee:	\$	4,900.00	

**PROJECT STATUS**

This project is currently under design.



**WYOMING WATER DEVELOPMENT COMMISSION  
LEVEL III CONSTRUCTION REPORT**  
August-2016



**PROJECT:** Casper Poplar Transmission Pipeline    **SPONSOR:** City of Casper

**PROJECT DESCRIPTION:** Design and construction of a transmission pipeline.

**WWDC MANAGER:** William Brewer, P.E., P.G.

**FUNDING**

WWDC Appropriation:	\$ 1,541,000.00	WWDC Account:	ACCOUNT I
WWDC Grant Amount:	\$ 1,541,000.00 67.0%	Session Law:	2012
WWDC Loan Amount:	\$ - 0.0%	Reversion Date:	2017
Funding Source #2:	City of Casper		
Amount:	\$ 759,000.00 33.0%		
<u>Total Project Budget:</u>	\$ 2,300,000.00 100.0%		

**ENGINEERING**

Engineer:	CEPI	Agreement Date:	Dec-04-2012
Design Fee:	\$ 85,500.00		
Construction Fee:	\$ 174,500.00		
Total Fee:	\$ 260,000.00		

**CONSTRUCTION**

Bid Opening Date:	May-21-2013	Number of Bids:	4
Low Bidder:	Hedquist Construction , Inc.	Range of Bids:	\$1.8M to 2.2M
Engineer's Estimate:	\$ 2,523,825.00	Agreement Date:	Jun-04-2013
Contractor Bid Amount:	\$ 1,804,435.00	Construction Time:	180 Days

**PROJECT CLOSEOUT**

Total Project Cost:	\$ 2,031,750.12	Date:	Jun-06-2016
WWDC Funding Share:	\$ 1,026,949.23		
WWDC Reverted Funding:	\$ 514,050.77		

**PROJECT STATUS**

The project is complete and closed out.



**WYOMING WATER DEVELOPMENT COMMISSION  
LEVEL III CONSTRUCTION REPORT  
August-2016**



**PROJECT:** Casper Raw Water Supply II      **SPONSOR:** City of Casper

**PROJECT DESCRIPTION:** Design and construction of a river intake structure modifications, pumping facilities, and pipeline.

**WWDC MANAGER:** William Brewer, P.E., P.G.

**FUNDING**

WWDC Appropriation:	\$	487,559.00	WWDC Account:	ACCOUNT II
WWDC Grant Amount:	\$	487,559.00	67.0%	Session Law: 2013
WWDC Loan Amount:	\$	-	0.0%	Reversion Date: 2018
Funding Source #2:	City of Casper			
Amount:	\$	240,141.00	33.0%	
<u>Total Project Budget:</u>	\$	727,700.00	100.0%	

**ENGINEERING**

Engineer:	WWC Engineering	Agreement Date:	Jan-15-2014
Design Fee:	\$ 105,000.00		
Construction Fee:	\$ 105,000.00		
Total Fee:	\$ 210,000.00		

**CONSTRUCTION**

Bid Opening Date:	Oct-28-2014	Number of Bids:	6
Low Bidder:	High Plains Construction, Inc.	Range of Bids:	\$751K - \$1.33M
Engineer's Estimate:	\$ 797,780.00	Agreement Date:	Nov-18-2014
Contractor Bid Amount:	\$ 751,169.00	Construction Time:	120 days
Bid Opening Date:	Oct-28-2016	Number of Bids:	4
Low Bidder:	Downey Drilling	Range of Bids:	\$299K - \$706K
Engineer's Estimate:	\$ 797,780.00	Agreement Date:	Nov-18-2014
Contractor Bid Amount:	\$ 299,000.00	Construction Time:	40 days



WYOMING WATER DEVELOPMENT COMMISSION  
LEVEL III CONSTRUCTION REPORT  
August-2016



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**PROJECT:** Casper Raw Water Supply II      **SPONSOR:** City of Casper

**PROJECT DESCRIPTION:** Design and construction of a river intake structure modifications, pumping facilities, and pipeline.

**WWDC MANAGER:** William Brewer, P.E., P.G.

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**PROJECT CLOSEOUT**

Total Project Cost:	\$	727,700.00	Date:	Jun-06-2016
WWDC Funding Share:	\$	487,559.00		
WWDC Reverted Funding:	\$	-		

**PROJECT STATUS**

The project is complete and closed out.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Fayette Irrigation Rehabilitation      **SPONSOR:** Fayette Irrigation District

**PROJECT DESCRIPTION:** Re-alignment of Lower Fayette Ditch and rehabilitation of Middle Diversion Canal structure.

**WWDC MANAGER:** Ken Mitchell

**FUNDING**

WWDC Appropriation:	\$	300,000.00		WWDC Account:	ACCOUNT II
WWDC Grant Amount:	\$	201,000.00	67.0%	Session Law:	2012 & 2016
WWDC Loan Amount:	\$	99,000.00	33.0%	Reversion Date:	2018
<u>Total Project Budget:</u>	\$	300,000.00	100.0%		

**ENGINEERING**

Engineer:	Jorgensen Engineering	Agreement Date:	Jun-04-2014
Design Fee:	\$ 12,200.00		
Construction Fee:	\$ <u>12,780.00</u>		
Total Fee:	\$ 24,980.00		

**PROJECT STATUS**

Additional appropriation was awarded in the 2016 Budget Session. The Project Agreement Amendment was signed by the district on 6/23/2016. The project is currently in the design phase.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Gillette Madison Pipeline Joint Bonding

**SPONSOR:** City of Gillette

**PROJECT DESCRIPTION:** Cathodic protection of the City of Gillette existing 30-inch Madison Pipeline

**WWDC MANAGER:** Bryan Clerkin

**FUNDING**

WWDC Appropriation:	\$ 3,852,500.00	WWDC Account:	ACCOUNT II
WWDC Grant Amount:	\$ 3,852,500.00 67.0%	Session Law:	2005
WWDC Loan Amount:	\$ - 0.0%	Reversion Date:	2016
Funding Source #2:	City of Gillette		
Amount:	\$ 1,897,500.00 33.0%		
 <u>Total Project Budget:</u>	 \$ 5,750,000.00 100.0%		

**ENGINEERING**

Engineer:	Wester-Wetstein	Agreement Date:	Nov-03-2005
Design Fee:	\$ 175,908.20		
Construction Fee:	\$ <u>175,908.20</u>		
Total Fee:	\$ 351,816.40		
Engineer:	DOWL	Agreement Date:	Dec-07-2009
Design Fee:	\$ 612,576.93		
Construction Fee:	\$ <u>612,576.93</u>		
Total Fee:	\$ 1,225,153.86		

**CONSTRUCTION**

Bid Opening Date:	Mar-21-2007	Number of Bids:	1
Low Bidder:	Western Municipal	Range of Bids:	\$2.452M
Engineer's Estimate:	\$ 2,320,283.00	Agreement Date:	May-15-2007
Contractor Bid Amount:	\$ 2,452,204.16	Construction Time:	150 days



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Gillette Madison Pipeline Joint Bonding

**SPONSOR:** City of Gillette

**PROJECT DESCRIPTION:** Cathodic protection of the City of Gillette existing 30-inch Madison Pipeline

**WWDC MANAGER:** Bryan Clerkin

Bid Opening Date:	Jun-23-2010	Number of Bids:	6
Low Bidder:	Garney Wyoming, Inc.	Range of Bids:	\$2.65M - \$4.55M
Engineer's Estimate:	\$ 3,390,000.00	Agreement Date:	Jul-15-2010
Contractor Bid Amount:	\$ 2,648,745.40	Construction Time:	318 days
Bid Opening Date:	Jun-03-2015	Number of Bids:	4
Low Bidder:	WBI Energy Corrosion Services	Range of Bids:	\$325K - \$669K
Engineer's Estimate:	\$ 805,734.00	Agreement Date:	Aug-31-2015
Contractor Bid Amount:	\$ 547,490.00	Construction Time:	150 days

**PROJECT CLOSEOUT**

Total Project Cost:	\$ 4,379,801.78
WWDC Funding Share:	\$ 2,934,467.19
WWDC Reverted Funding:	\$ 918,032.81

**PROJECT STATUS**

This project was closed out on June 24, 2016. Remaining funds were reverted back to WWDC Account II.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Kemmerer-Diamondville Water System

**SPONSOR:** Kemmerer-Diamondville Joint Powers Water Board

**PROJECT DESCRIPTION:** Design and construction of a 1.5 MG storage tank.

**WWDC MANAGER:** Ken Mitchell

**FUNDING**

WWDC Appropriation:	\$ 1,587,900.00	WWDC Account:	ACCOUNT I
WWDC Grant Amount:	\$ 1,587,900.00 67.0%	Session Law:	2015
WWDC Loan Amount:	\$ - 0.0%	Reversion Date:	2020

Funding Source #2:	Kemmerer-Diamondville Joint Powers Water Board		
Amount:	\$ 782,100.00	33.0%	

<b><u>Total Project Budget:</u></b>	\$ 2,370,000.00	100.0%	
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**ENGINEERING**

Engineer:	Sunrise Engineering	Agreement Date:	Sep-15-2015
Design Fee:	\$ 170,500.00		
Construction Fee:	\$ <u>172,700.00</u>		
Total Fee:	\$ 343,200.00		

**CONSTRUCTION**

Bid Opening Date:	Jun-13-2016	Number of Bids:	5
Low Bidder:	Dale Cox Contracting Inc.	Range of Bids:	\$1.3M - \$1.6M
Engineer's Estimate:	\$ 1,706,500.00	Agreement Date:	Jun-06-2016
Contractor Bid Amount:	\$ 1,336,938.00	Construction Time:	180 calendar days

**PROJECT STATUS**

The project is currently in the construction phase.





**WYOMING WATER DEVELOPMENT COMMISSION  
LEVEL III CONSTRUCTION REPORT  
August-2016**



**PROJECT:** LaBarge Water Supply                      **SPONSOR:** Town of Labarge

**PROJECT DESCRIPTION:** Design and construction of a river intake system.

**WWDC MANAGER:** Ken Mitchell

**FUNDING**

WWDC Appropriation:	\$	425,000.00	WWDC Account:	ACCOUNT I
WWDC Grant Amount:	\$	284,750.00	67.0%	Session Law: 2011
WWDC Loan Amount:	\$	140,250.00	33.0%	Reversion Date: 2016
<u>Total Project Budget:</u>	\$	425,000.00	100.0%	

**ENGINEERING**

Engineer:	Rendezvous/Forsgren	Agreement Date:	Jan-01-2012
Design Fee:	\$ 41,500.00		
Construction Fee:	\$ <u>42,000.00</u>		
Total Fee:	\$ 83,500.00		

**CONSTRUCTION**

Bid Opening Date:	Oct-02-2012	Number of Bids:	6
Low Bidder:	Kilroy LLC	Range of Bids:	\$316K - \$639K
Engineer's Estimate:	\$ 425,000.00	Agreement Date:	Oct-15-2012
Contractor Bid Amount:	\$ 315,522.00	Construction Time:	200 calendar days

**PROJECT CLOSEOUT**

Total Project Cost:	\$ 398,170.11	Date:	Jun-30-2016
WWDC Funding Share:	\$ 398,170.11		
WWDC Reverted Funding:	\$ 26,829.89		

**PROJECT STATUS**

This project was closed out in June 2016.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Lakeview Irrigation District  
 Rehabilitation 2014

**SPONSOR:** Lakeview Irrigation District

**PROJECT DESCRIPTION:** Project replaced the Belknap Creek siphon.

**WWDC MANAGER:** Keith Brookshire

**FUNDING**

WWDC Appropriation:	\$	154,770.00		WWDC Account:	ACCOUNT II
WWDC Grant Amount:	\$	154,770.00	67.0%	Session Law:	2014
WWDC Loan Amount:	\$	-	0.0%	Reversion Date:	2019
Funding Source #2:		LID			
Amount:	\$	76,230.00	33.0%		
<u>Total Project Budget:</u>	\$	231,000.00	100.0%		

**ENGINEERING**

Engineer:	Sage Civil Engineering	Agreement Date:	Sep-23-2014
Design Fee:	\$ 20,250.00		
Construction Fee:	<u>\$ 20,250.00</u>		
Total Fee:	\$ 40,500.00		

**CONSTRUCTION**

Bid Opening Date:	Dec-15-2015	Number of Bids:	5
Low Bidder:	Wilson Bros.	Range of Bids:	\$190K to \$557K
Engineer's Estimate:	\$ 194,610.00	Agreement Date:	Jan-07-2016
Contractor Bid Amount:	\$ 189,995.00	Construction Time:	30 days

**PROJECT CLOSEOUT**

Total Project Cost:	\$ 235,186.90	Date:	Jun-10-2016
WWDC Funding Share:	\$ 154,770.00		
WWDC Reverted Funding:	\$ -		

**PROJECT STATUS**

Project was completed and closed out.



**WYOMING WATER DEVELOPMENT COMMISSION  
LEVEL III CONSTRUCTION REPORT**  
August-2016



**PROJECT:** Little Snake Rehabilitation 2011

**SPONSOR:** Savery - Little Snake River Water Conservancy District

**PROJECT DESCRIPTION:** 3 sub projects: replacement of a West Side Canal siphon, replacement of a flume on State Line Ditch and lining a canal on First Mesa Ditch.

**WWDC MANAGER:** Keith Brookshire

**FUNDING**

WWDC Appropriation:	\$	154,100.00		WWDC Account:	ACCOUNT II
WWDC Grant Amount:	\$	154,100.00	67.0%	Session Law:	2011
WWDC Loan Amount:	\$	-	0.0%	Reversion Date:	2016

Funding Source #2:	Savery - Little Snake River Water Conservancy District				
Amount:	\$	75,900.00	33.0%		

<u>Total Project Budget:</u>	\$	230,000.00	100.0%		
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**ENGINEERING**

Engineer:	S-LSRCD	Agreement Date:	na
Design Fee:	\$ -		
Construction Fee:	\$ -		
Total Fee:	\$ -		

**CONSTRUCTION**

Bid Opening Date:	Oct-07-2015	Number of Bids:	2
Low Bidder:	HB Lee Construction	Range of Bids:	\$86K - \$90K
Engineer's Estimate:	\$ 99,500.00	Agreement Date:	Oct-13-2015
Contractor Bid Amount:	\$ 86,082.50	Construction Time:	30 days

**PROJECT CLOSEOUT**

Total Project Cost:	\$	127,793.12	Date:	Jun-27-2016
WWDC Funding Share:	\$	85,621.39		
WWDC Reverted Funding:	\$	68,478.61		

**PROJECT STATUS**

The WSC Siphon project was the only one to proceed. The remaining projects had easement issues. The remaining funds have reverted back to Account II and the project is closed out.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Midvale Sand Butte 2 Lateral                      **SPONSOR:** Midvale Irrigation District

**PROJECT DESCRIPTION:** Materials only funding, Sponsor pays all other costs. Convert Sand Butte 2 Lateral concrete ditch to pipe.

**WWDC MANAGER:** Dale Anderson

**FUNDING**

WWDC Appropriation:	\$	770,000.00		WWDC Account:	ACCOUNT 2
WWDC Grant Amount:	\$	770,000.00	52.4%	Session Law:	2016
WWDC Loan Amount:	\$	-	0.0%	Reversion Date:	2021

Funding Source #2:	Midvale Irrigation District				
Amount:	\$	700,000.00	47.6%		

<u>Total Project Budget:</u>	\$	1,470,000.00	100.0%		
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**ENGINEERING**

Engineer:	APEX Surveying, Inc.	Agreement Date:	est 7/1/2014
Design Fee:	na		
Construction Fee:	na		
Total Fee:	na		

**PROJECT STATUS**

The project is currently in design.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Riverton Valley Rehabilitation 2014    **SPONSOR:** Riverton Valley Irrigation District

**PROJECT DESCRIPTION:** The project involves slip lining two laterals located within the district with HDPE pipe.

**WWDC MANAGER:** Wade Verplancke

**FUNDING**

WWDC Appropriation:	\$	136,680.00	WWDC Account:	ACCOUNT II
WWDC Grant Amount:	\$	136,680.00	67.0%	Session Law: 2014
WWDC Loan Amount:	\$	-	0.0%	Reversion Date: 2019

Funding Source #2:	Riverton Valley Irrigation District			
Amount:	\$	67,320.00	33.0%	

<u>Total Project Budget:</u>	\$	204,000.00	100.0%	
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**ENGINEERING**

Engineer:	Apex	Agreement Date:	Mar-23-2016
Design Fee:	\$	2,300.00	
Construction Fee:	\$	<u>1,000.00</u>	
Total Fee:	\$	3,300.00	

**CONSTRUCTION**

Bid Opening Date:	Jun-02-2016	Number of Bids:	2
Low Bidder:	Viper Underground	Range of Bids:	\$135K -\$141K
Engineer's Estimate:	\$	135,000.00	Agreement Date: Jul-11-2016
Contractor Bid Amount:	\$	135,100.00	Construction Time: 181 days

**PROJECT STATUS**

This project is in the construction phase.



**WYOMING WATER DEVELOPMENT COMMISSION  
LEVEL III CONSTRUCTION REPORT  
August-2016**



**PROJECT:** Sidon Irrigation District  
Rehabilitation 2014

**SPONSOR:** Sidon Irrigation District

**PROJECT DESCRIPTION:** Materials only funding, Sponsor pays all other costs. Convert six ditches to pipe.

**WWDC MANAGER:** Dale Anderson

**FUNDING**

WWDC Appropriation:	\$ 109,000.00	WWDC Account:	ACCOUNT II
WWDC Grant Amount:	\$ 109,000.00 94.1%	Session Law:	2014
WWDC Loan Amount:	\$ - 0.0%	Reversion Date:	2019

Funding Source #2:	Sidon Irrigation District		
Amount:	\$ 6,860.28	5.9%	
Total Project Budget:	\$ 115,860.28	100.0%	

**ENGINEERING**

Engineer:	Pryor Mountain Engineering	Agreement Date:	est 6/23/2014
Design Fee:	N/A		
Construction Fee:	N/A		
Total Fee:	N/A		

**CONSTRUCTION**

Bid Opening Date:	Nov-13-2014	Number of Bids:	4
Low Bidder:	Big Horn Truck & Equipment	Range of Bids:	\$56K-\$63K
Engineer's Estimate:	\$ 94,600.00	Agreement Date:	est 11/21/14
Contractor Bid Amount:	\$ 56,125.49	Construction Time:	Nov. 30, 2014

**PROJECT CLOSEOUT**

Total Project Cost:	\$ 115,860.28	Date:	Jun-27-2016
WWDC Funding Share:	\$ 109,000.00		
WWDC Reverted Funding:	\$ -		

**PROJECT STATUS**

This project is complete.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Sidon Irrigation District  
 Rehabilitation 2016

**SPONSOR:** Sidon Irrigation District

**PROJECT DESCRIPTION:** This is a materials only project that will replace laterals with pipe.

**WWDC MANAGER:** Keith Brookshire

**FUNDING**

WWDC Appropriation*:	\$	352,500.00		WWDC Account:	ACCOUNT II
WWDC Grant Amount:	\$	352,500.00	55.3%	Session Law:	2016
WWDC Loan Amount:	\$	-	0.0%	Reversion Date:	2021

\* This is a 100% materials only grant.

Funding Source #2:	SID				
Amount:	\$	284,700.00	44.7%		
<u>Total Project Budget:</u>	\$	637,200.00	100.0%		

**ENGINEERING**

Engineer:	Pryor Mountain	Agreement Date:	Jul-11-2016
Design Fee:	N/A		
Construction Fee:	<u>N/A</u>		
Total Fee:	\$	-	

**PROJECT STATUS**

Project agreement is signed and the engineer has been retained. Project is currently in design and will likely bid fall of 2016



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Sundance PRV Improvements 2016      **SPONSOR:** Town of Sundance

**PROJECT DESCRIPTION:** Design and construction of pressure reducing valve (PRV) improvements.

**WWDC MANAGER:** Ken Mitchell

**FUNDING**

WWDC Appropriation:	\$	137,350.00	WWDC Account:	I
WWDC Grant Amount:	\$	137,350.00	67.0%	Session Law: 2016
WWDC Loan Amount:	\$	-	0.0%	Reversion Date: 2021
Funding Source #2:	Town of Sundance			
Amount:	\$	67,650.00	33.0%	
<u>Total Project Budget:</u>	\$	205,000.00	100.0%	

**ENGINEERING**

Engineer:	Trihydro	Agreement Date:	Jul-01-2016
Design Fee:	\$	24,353.00	
Construction Fee:	\$	<u>4,534.00</u>	
Total Fee:	\$	28,887.00	

**PROJECT STATUS**

The project is currently under design.





**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Sundance Transmission  
 Pipeline 2016

**SPONSOR:** Town of Sundance

**PROJECT DESCRIPTION:** Construct 1.1 miles of 12" PVC transmission pipeline.

**WWDC MANAGER:** Ken Mitchell

**FUNDING**

WWDC Appropriation:	\$	713,550.00		WWDC Account:	I
WWDC Grant Amount:	\$	713,550.00	67.0%	Session Law:	2016
WWDC Loan Amount:	\$	-	0.0%	Reversion Date:	2021

Funding Source #2:	Town of Sundance				
Amount:	\$	351,450.00	33.0%		

<b><u>Total Project Budget:</u></b>	\$	1,065,000.00	100.0%		
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**ENGINEERING**

Engineer:	Trihydro	Agreement Date:	Jul-01-2016
Design Fee:	\$	107,886.00	
Construction Fee:	\$	<u>37,472.00</u>	
Total Fee:	\$	145,358.00	

**PROJECT STATUS**

This project is currently in design.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Wheatland Rehabilitation 2011      **SPONSOR:** Wheatland Irrigation District

**PROJECT DESCRIPTION:** Irrigation system improvements.

**WWDC MANAGER:** Keenan Hendon

**FUNDING**

WWDC Appropriation:	\$	723,600.00		WWDC Account:	ACCOUNT II
WWDC Grant Amount:	\$	723,600.00	67.0%	Session Law:	2011
WWDC Loan Amount:	\$	-	0.0%	Reversion Date:	2016

Funding Source #2:	Wheatland Irrigation District				
Amount:	\$	356,400.00	33.0%		

<b><u>Total Project Budget:</u></b>	\$	1,080,000.00	100.0%		
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**ENGINEERING**

Engineer:	Anderson Consulting Engineers		Agreement Date:	Jan-01-2012
Design Fee:	\$	48,969.00		
Construction Fee:	\$	<u>48,969.00</u>		
Total Fee:	\$	97,938.00		

**CONSTRUCTION**

Bid Opening Date:	Oct-03-2013	Number of Bids:	2
Low Bidder:	Norb-Orlind	Range of Bids:	\$212K-\$244K
Engineer's Estimate:	\$ 121,865.00	Agreement Date:	Oct-15-2013
Contractor Bid Amount:	\$ 212,148.54	Construction Time:	50 Days

Bid Opening Date:	Mar-11-2015	Number of Bids:	4
Low Bidder:	Dietzler Construction Co.	Range of Bids:	\$460K-\$910K
Engineer's Estimate:	\$ 836,725.00	Agreement Date:	Apr-21-2015
Contractor Bid Amount:	\$ 460,975.00	Construction Time:	153 days

**PROJECT CLOSEOUT**

Total Project Cost:	\$	871,179.46	Date:	Jun-14-2016
WWDC Funding Share:	\$	583,690.24		
WWDC Reverted Funding:	\$	139,909.76		

**PROJECT STATUS**

This Project was closed-out in June 2016.



**WYOMING WATER DEVELOPMENT COMMISSION**  
**LEVEL III CONSTRUCTION REPORT**  
 August-2016



**PROJECT:** Willwood Irrigation District  
 Rehabilitation 2016

**SPONSOR:** Willwood Irrigation District

**PROJECT DESCRIPTION:** Materials only funding, Sponsor pays all other costs. Convert Lateral 120 ditch to pipe.

**WWDC MANAGER:** Dale Anderson

**FUNDING**

WWDC Appropriation:	\$	533,000.00		WWDC Account:	II
WWDC Grant Amount:	\$	533,000.00	53.9%	Session Law:	2016
WWDC Loan Amount:	\$	-	0.0%	Reversion Date:	2021

Funding Source #2:	Willwood Irrigation District				
Amount:	\$	455,000.00	46.1%		
<u>Total Project Budget:</u>	\$	988,000.00	100.0%		

**ENGINEERING**

Engineer:	Engineering Associates, Inc.	Agreement Date:	Jun-22-2016
Design Fee:	na		
Construction Fee:	na		
Total Fee:	\$	26,380.00	

**PROJECT STATUS**

This project is currently in design.



**WYOMING WATER DEVELOPMENT OFFICE  
CONSULTANT PERFORMANCE REVIEW  
PLANNING DIVISION**



<b>Consultant Name:</b>	<b>Project Name:</b>
<b>Address:</b>	<b>WWDO Level:</b> <input type="text" value="Select a Level"/>
<b>City, State, Zip:</b>	<b>Sponsor Name:</b>
<b>Consultant Contact:</b>	<b>County:</b> <input type="text" value="Select a County"/>

<b>A. Knowledge of Agency Requirements</b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b>B. Coordination &amp; Communication</b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b>C. Consultant Personnel, Supervision &amp; Management</b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b>D. Work Schedules &amp; Deadlines</b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b>E. Data &amp; Report Accuracy</b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b>F. Project Budget</b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b>G. Project Invoicing</b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b>H. Overall Performance</b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

**Prepared By:**  **Date:**   
\_\_\_\_\_  
Project Manager

**Reviewed By:**  **Date:**   
\_\_\_\_\_  
Immediate Supervisor

**Consultant's Comments:**

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**Respondent's Name:**

**Date:** July 14, 2016

DRAFT

## INSTRUCTIONS FOR PREPARING CONSULTANT PERFORMANCE REVIEW

### PURPOSE OF EVALUATION

The Consultant Performance Review has two purposes. First, WWDO's review identifies the Consultant's strong and weak points. Second, the review is used as input for evaluating the Consultant for future WWDC work.

### RATING

The Consultant's performance in each area should be rated according to "Superior", "Satisfactory", "Unsatisfactory" or "Not Applicable (NA)". **Ratings of "Superior" and "Unsatisfactory" should be explained in more detail in the remarks sections, but remarks are not limited to this rating.**

#### CRITERIA RATING

Superior	Consultant <u>consistently exceeded</u> expectations.
Satisfactory	Consultant <u>consistently met</u> expectations.
Unsatisfactory	Consultant <u>consistently failed to meet</u> expectations.
(NA) Not Applicable	As determined by the reviewer.

### RATING CRITERIA

The following areas explain in more detail what the preparer of this form should consider when evaluating the Consultant's performance.

#### A. KNOWLEDGE OF AGENCY REQUIREMENTS

- Consultant was familiar with the Agency's policies and procedures.
- Consultant acquired all necessary authorizations, licenses or permits to perform contracted services.
- Consultant provided copies of each subcontractor contract to the Agency.
- Consultant provided Certificate of Good Standing with the Unemployment Insurance and Workers' Compensation Program, and provided proof of insurance coverages as specified in the contract.
- Consultant maintained the flexibility necessary for meeting the changing Agency needs.
- Consultant served the Agency, but was not subservient to it. This means that the Consultant must occasionally give the Agency guidance based on their expertise that may contradict the direction of the project.
- Any publicity given to the program, or services provided, identified the Agency as the sponsoring entity and was not released without prior written approval from the Agency.
- Consultant completed the Agency's scope of services in a satisfactory and proper manner.

- Consultant was knowledgeable regarding the project subject matter, and fulfilled their contractual requirements with the Agency.

#### B. COORDINATION & COMMUNICATION

- Consultant displayed a willingness to work as a team member in the development of the project. Coordination with the Agency's Project Manager was undertaken at the earliest possible time, ensuring a common understanding of the scope of the project as well as conformity with the Agency's expectations, standards, practices, format, communication protocol, Sponsor development, and such other items critical to the given project.
- Consultant developed and maintained a good working relationship with the Agency, Sponsors, and other participants.
- Consultant regularly notified Agency in advance of any meetings with the project Sponsor.
- Consultant consistently communicated with the Project Manager with regard to the progress of work.
- Consultant was proactive in communicating anticipated project issues.
- Consultant was accessible to Agency staff and Sponsor, and responsive to their questions, concerns, and requests.
- Consultant participated in community workshops/project meetings and responded in an appropriate and timely manner to citizens/groups seeking information or assistance.
- Consultant appropriately obtained access as required for project tasks.

#### C. CONSULTANT PERSONNEL, SUPERVISION & MANAGEMENT

- Consultant assigned the appropriate level of qualified staffing to adequately address project tasks within agreed upon schedules.
- Consultant's Project Manager was knowledgeable about project elements and able to effectively provide information on work status.
- Consultant conducted themselves in a professional manner and sought consensus with the Project Manager as circumstances required.
- Consultant managed approved subcontractors, associates, and subconsultants in a satisfactory manner.
- Consultant required a minimal amount of supervision/direction to complete the scope of services.

#### D. WORK SCHEDULES & DEADLINES

- Consultant obtained any needed approvals and decisions from the Agency in a timely manner, thereby permitting the project to flow smoothly and quickly.
- The Consultant kept the Project Manager informed as to the progress of work.
- The Project Manager was informed of any changes in scope, lack of information, or decisions acquired from outside sources that would adversely affect the schedule or would not permit the work to progress in a logical manner.
- Consultant participated and contributed to the decision making process.
- Consultant submitted memos, reports, GIS, models, project notebook, and other supporting documentation to the Agency in a timely manner, per the contract.



- If Consultant requested an extension of time, submission of evidence of the causes for the delay were satisfactory.

#### E. DATA & REPORT ACCURACY

- Consultant selected and analyzed all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the project.
- Consultant clearly described the assumptions and methodology used in the project analysis.
- Draft and final data, memos, reports, maps, plans, models and other deliverables were complete, accurate, and grammatically correct prior to submission to the Agency.
- Consultant presented study findings at public meeting in a professional and accurate manner.
- Consultant addressed the Agency's and Sponsor's draft comments in the final deliverables and developed a record of the report presentations meeting.
- Consultant provided the Agency with data, cost estimates, memos, reports, maps, plans, models and other deliverables that met Agency standards for content and format. The final report, appendices, and executive summary were well organized, clear, and concise, and as applicable, were signed and stamped by a professional engineer and/or geologist licensed in the State of Wyoming.
- Consultant prepared a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook was organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach conclusions described in the final report.

#### F. PROJECT BUDGET

- Consultant performed the scope of services within the contract budget.
- If the project tasks approached a budget overrun, the Consultant brought this fact to the attention of the Project Manager in a prompt and timely manner and offered alternative solutions to the budget problems.
- Consultant received authorization from the Project Manager before any work was initiated under the discretionary task.

#### G. PROJECT INVOICING

- Consultant provided the Agency with mathematically correct and itemized breakdowns of billing charges by task in accordance with contract requirements.
- Hourly rates, reimbursables and other costs submitted agreed with the contract price schedule.
- Supporting documentation for invoices were provided and questions were answered in a timely manner.
- Consultant submitted a brief monthly project progress report outlining the study status, progress, and results to date, regardless of whether or not a billing statement was submitted.

#### H. OVERALL PERFORMANCE

- Considering the ratings given for criteria A through G, provide a rating representative of the Consultant's overall performance.

#### REVIEW

The Consultant Performance Review should be prepared by the WWDO Project Manager and reviewed by their Immediate Supervisor.

#### CONSULTANT COMMENTS

A copy of the completed Consultant Performance Review form will be furnished to the Consultant for review and comments. Any comments received from the Consultant in response to the evaluation will be routed as appropriate to the Project Manager, their Immediate Supervisor and/or Agency Director for review.

#### GENERAL

The Consultant Performance Review form should be completed by the WWDO Project Manager and delivered to the Consultant within four weeks of closing the project. The Consultant should deliver comments back to the WWDO within four weeks of receipt of the Consultant Performance Review.



**WYOMING WATER DEVELOPMENT OFFICE  
CONSULTANT PERFORMANCE REVIEW  
CONSTRUCTION DIVISION**



<b>Consultant Name:</b>	<b>Project Name:</b>
<b>Address:</b>	<b>WWDO Level:</b> <input type="text" value="Select a Level"/>
<b>City, State, Zip:</b>	<b>Sponsor Name:</b>
<b>Consultant Contact:</b>	<b>County:</b> <input type="text" value="Select a County"/>

<b>A. Consultant Personnel, Supervision &amp; Management</b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b>B. Coordination &amp; Communication</b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b>C. Work Schedules &amp; Deadlines</b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b>D. Design &amp; Detail Accuracy</b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b><i>E. Construction Administration</i></b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b><i>F. Project Budget</i></b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b><i>G. Project Invoicing</i></b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

<b><i>H. Overall Performance</i></b>	<b>Rating:</b> <input type="text" value="Select a Rating"/>
<u>Remarks:</u>	

**Prepared By:**  \_\_\_\_\_ **Date:**  \_\_\_\_\_  
Project Manager

**Reviewed By:**  \_\_\_\_\_ **Date:**  \_\_\_\_\_  
Immediate Supervisor

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**Consultant's Comments:**

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**Respondent's Name:**

**Date:** July 14, 2016

DRAFT

## INSTRUCTIONS FOR PREPARING CONSULTANT PERFORMANCE REVIEW

### PURPOSE OF EVALUATION

The Consultant Performance Review has two purposes. First, WWDO's review identifies the Consultant's strong and weak points. Second, the review is used as input for evaluating the Consultant for future WWDC work.

### RATING

The Consultant's performance in each area should be rated according to "Superior", "Satisfactory", "Unsatisfactory" or "Not Applicable (NA)". **Ratings of "Superior" and "Unsatisfactory" should be explained in more detail in the remarks sections, but remarks are not limited to this rating.**

#### CRITERIA RATING

Superior	Consultant <u>consistently exceeded</u> expectations.
Satisfactory	Consultant <u>consistently met</u> expectations.
Unsatisfactory	Consultant <u>consistently failed to meet</u> expectations.
(NA) Not Applicable	As determined by the reviewer.

### RATING CRITERIA

The following areas explain in more detail what the preparer of this form should consider when evaluating the Consultant's performance.

#### A. CONSULTANT PERSONNEL, SUPERVISION & MANAGEMENT

- Consultant assigned experienced personnel to manage, design and perform construction management services on the project.
- Consultant managed their sub-consultants on the project.
- Consultant coordinated work, schedule and delivery of work products for the entire consultant team.
- Consultant monitored quality control and performed quality assurance of work deliverables

#### B. COORDINATION & COMMUNICATION

- Consultant planned, scheduled and organized project kick-off and design review meetings with the Sponsor and WWDO.
- Consultant kept the Sponsor and the WWDO informed on all project related issues and provided timely responses to Sponsor and WWDO questions and concerns.

- Consultant provided effective verbal and written communication between the Sponsor and WWDO.
- Consultant kept the Sponsor and WWDO informed on the progress of the work.
- Consultant identified action items, responsible parties and completion/delivery dates in meeting minutes.
- Consultant prepared and disseminated design meeting minutes to all meeting attendees in a timely manner.

#### C. WORK SCHEDULES & DEADLINES

- Consultant met the work schedules and milestones identified in the Professional Service Agreement.
- Consultant submitted schedules that were complete, well organized and correct.
- There were no significant schedule changes within the consultant's control.

#### D. DESIGN & DETAIL ACCURACY

- Consultant assigned experienced staff with the technical knowledge and administrative capabilities to design the project and perform construction management services.
- Consultant provided Engineer's Opinion of Probable Costs in increasing detail and accuracy at the design milestones.
- Consultant's designs and details concisely defined the scope of work of the construction project.
- Consultant addressed all of WWDO's contract document review comments.
- Consultant identified all Local, State and Federal Permits, Licenses and approvals required for construction of the project.
- Consultant identified all easements and prepared accurate legal descriptions and exhibits for the project.
- Consultant waited for the Sponsor to secure all easements before proceeding beyond the 50% design level.
- Consultant provided 90% project review submittals to the Sponsor and WWDO that were accurate and representative of the review level.

#### E. CONSTRUCTION ADMINISTRATION

- Consultant planned, scheduled and organized construction meetings including pre-bid, pre-construction and weekly Contractor coordination meetings.
- Consultant identified action items, responsible parties and completion/delivery dates in the construction coordination meeting minutes and disseminated meeting minutes to all meeting attendees in a timely manner.
- Consultant reviewed RFIs and shop drawings in a timely manner.
- Consultant provided draft Change Orders to the Sponsor and WWDO for review and concurrence.
- Contractor Change Orders were minimal and dealt with changes in the project that were outside of the Consultant's control, as opposed to design errors and omissions.
- Consultant did not allow the Contractor to proceed with work identified outside of the Contractor's agreement prior to execution of a Work Directive or a Change Order.

- Consultant provided competent RPR(s) on the project and timely and accurate daily construction reports.
- Consultant provided effective verbal and written communication with the Contractor.
- Consultant resolved construction issues in a timely manner and resolved issues at the lowest level.
- Consultant issued Defective Work Notices and worked with the Contractor to resolve any work deficiencies.
- Consultant maintained accurate records and proper documentation of issues that could result in Contractor claims.
- In advance of substantial and final completion dates, the Consultant coordinated and communicated milestone dates and liquidated damages to the Contractor.
- Consultant provided accurate and timely record drawings and O&M documents to the Sponsor and WWDO.
- Consultant coordinated Final Acceptance, including punch lists, Substantial and Final Completion Certificates, project start-up and Contractor warranties.

F. PROJECT BUDGET

- Consultant performed the scope of services within the budget of the executed Professional Services Agreement.
- Consultant communicated early with the Sponsor and WWDO regarding Engineering or Contractor budgetary issues.
- Consultant did not perform additional work outside of the agreement before executing an amendment to the Professional Services Agreement.

G. PROJECT INVOICING

- Consultant submitted accurate invoices including backup documentation for Engineering reimbursable expenses.
- Consultant prepared and submitted progress reports with monthly billing statements.
- Consultant reviewed the Contractor invoices for accuracy including supporting documentation for on-site stored materials, Contractor's Affidavit of Payment and updated construction schedules.
- Consultant submitted invoices in accordance with the Sponsor's invoice schedule.

H. OVERALL PERFORMANCE

- Considering the ratings given for criteria A through G, provide a rating representative of the Consultant's overall performance.

REVIEW

The Consultant Performance Review should be prepared by the WWDO Project Manager and reviewed by their Immediate Supervisor.



## CONSULTANT COMMENTS

A copy of the completed Consultant Performance Review form will be furnished to the Consultant for review and comments. Any comments received from the Consultant in response to the evaluation will be routed as appropriate to the Project Manager, their Immediate Supervisor and/or Agency Director for review.

## GENERAL

The Consultant Performance Review form should be completed by the WWDO Project Manager and delivered to the Consultant within four weeks of closing the project. The Consultant should deliver comments back to the WWDO within four weeks of receipt of the Consultant Performance Review.

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**Agency Process Description**

- Manage non-water development projects

**Statutory Authority**

- Individual project authorization laws

**Commission Duties and Responsibilities**

- None

**Office Duties and Responsibilities**

- Complete projects as assigned by the Governor and the Legislature. In example: Forest Health projects such as the Cheyenne Municipal Watershed Wildfire Hazard Mitigation Assessment Project.
- [Notify Commission of all such projects](#)

**Commented [KB1]:** This does not include a large number of items included in Harry's draft. I believe that most of what is in Harry's draft of this Process should in included in the other process descriptions, but I did not go back an individually check each one.

DRAFT

### **Business-Agency Process Description**

- Manage agency human resource operations

### **Statutory Authority**

- W.S.Wyo. Stat. Ann. § 9-2-2014 Wyoming water development office created; director appointed; structure.

### **Commission Duties and Responsibilities**

- ~~None~~
- 

### **Agency-Office Duties and Responsibilities**

- ~~Assure-Ensure~~ compliance with all State and Federal labor laws
- Manage the employee recruitment process for the agency
- Provide benefits management services to employees
- Educate employees on the State's personnel rules
- Processing payroll for agency employees and commission
- Maintain personnel information
- Manage the State's performance evaluation program for employees
- ~~Assure-Ensure~~ that all agency employees complete mandatory training required by the State
- Manage employee relations

### **Business-Agency Process Description**

- Manage High Savery Dam and Reservoir

### **Statutory Authority**

- Wyo. Stat. Ann. § 41-2-114(a)(v) Development of water projects; rehabilitation of water projects
- W.S.Wyo. Stat. Ann. § 99-2-303 (f) Project – Little Snake River Valley Dam and Reservoir Project

### **Commission Duties and Responsibilities**

- Responsible for the operation and maintenance of state owned facilities constructed under the direction and control of the Commission
- Review and approve water service agreements
- Review and approve grazing sublease agreements
- Ensure the reservoir is open for recreational use
- 

### **Agency-Office Duties and Responsibilities**

- Monitor safety of dam conditions at the facility on a continuous basis
- Respond and resolve any conditions at the dam that represent a threat to the safety of the facility
- Perform routine and extraordinary maintenance at the facility
- Manage the facility and associated lands to assure compliance with the 404 permit conditions
- Coordinate with downstream water users to develop annual operation plans for the reservoir; provide copies to Commission
- Release water from the facility to meet downstream irrigation, municipal and environmental needs
- ~~Develop-Draft~~ water service agreements -for Commission consideration
- ~~Develop-Draft grazing sublease agreements~~ for Commission consideration
- Administer Commission agreements relating to High Savery Dam and Reservoir, grazing sublease agreements
- Manage the facility to provide recreational use of the reservoir
- Manage associated lands to ~~assure-ensure~~ proper use

### **Business-Agency Process Description**

- Review and analyze groundwater exploration studies

### **Statutory Authority**

- ~~W.S.Wyo. Stat. Ann. § 41-2-119~~ Groundwater studies-

### **Commission Duties and Responsibilities**

- Make grants to cities, towns, water and sewer districts, and improvement and service districts for exploration for and feasibility studies of the use underground water for municipal and rural domestic purposes
- Adopt rules and regulations governing application procedures for grants
- Consider the need for supplemental groundwater exploration program funding and include supplemental requests for appropriations in the Omnibus Water Planning bill
- Review and consider all funding applications
- ~~Approve sponsor all~~ agreements and contracts for selected projects, including subsequent amendments
- ~~Approve construction contracts for the well~~  
~~Approve construction contract amendments~~
- 

### **Agency-Office Duties and Responsibilities**

- Review fund balances for the groundwater exploration program and recommend supplemental appropriations to Commission
- Accept and process applications from sponsors
- Review applications for eligibility and completeness, and seek additional information if needed
- Forward applications to the State Engineer's Office for review and comment on potential water right impacts
- Prepare project recommendations for consideration by the Commission
- Prepare sponsor agreements for those projects selected for funding by the Commission
- Review plans and specifications for approved projects
- Issue a notice to proceed to the sponsor with a copy to the Commission once all permits, rights-of-way, environmental clearances, and local funding have been secured
- Inspect completed project
- Review and accept final project report once reviewed by Commission
- Process grant funding requests from the sponsor
- Prepare contract amendments as necessary for approval by the Commission
- Close out the project once it is completed upon Commission review and approval

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### **Business Agency Process Description**

- Manage agency fiscal operations

### **Statutory Authority**

- W.Syo. Stat. Ann. § 9-2-2014 Wyoming water development office created; director appointed; structure-
- Wyo. Stat. Ann. § 41-2-112 Wyoming water development program
- Wyo. Stat. Ann. § 41-2-117 Wyoming water development commission; membership; removal; terms
- Wyo. Stat. Ann. § 41-2-118 Powers, duties, salaries and expenses of commission

### **Commission Duties and Responsibilities**

- Issuing of loans authorized by the Legislature Authority over all grant/loan programs
- Develop financing recommendations for Wyoming Water Development Program projects
- Establish an application fee not to exceed one thousand dollars (\$1,000.00)
- Submit an annual report of its activities, expenses, recommendations and other items to the governor and the joint agriculture, state and public lands and water resources interim committee by December 31
- —

### **Agency Office Duties and Responsibilities**

- Preparation of the agency budget and presentation of the budget to the **Governor and Joint Appropriations Committee**
- Management of agency expenditures in compliance with the agency's approved biennium budget
- Administer fiscal operations including financial reporting, accounts payable, accounts receivable, cash management, fixed assets, internal control, and payroll in accordance with generally accepted accounting principles
- Payment of all approved planning consultant invoices in accordance with the project contract
- Payment of all approved construction pay requests from the project sponsor in accordance with the project agreement
- Proper recording of all revenues and payments received by the agency
- Administration of all grants and loans issued by the Commission
- Management of federal funds
- Fund balance projections for use by the Commission in financing projects

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### **Business-Agency Process Description**

- Review, select and fund Upper Colorado River Basin MOA-Fund Memorandum of Agreement (MOA) projects

### **Statutory Authority**

- 2015 Wyo. Sess. Laws 544~~Session Laws, Chapter 167, Section 2~~ Upper Colorado River Basin Fund Memorandum of Agreement (non-codified statutes)

### **Commission Duties and Responsibilities**

- ~~Review and consider all funding applications at the June Commission meeting~~Evaluate, prioritize and recommend to the Bureau of Reclamation proposed qualifying projects for participation in the MOA
- ~~Establish criteria and administrative procedures for evaluation, prioritization and recommendation of projects~~
- 

### **Agency-Office Duties and Responsibilities**

- Review the funding available to Wyoming under the MOA
- Accept and process applications from sponsors
- Review applications for completeness and seek additional information if needed
- Prepare project recommendations for consideration by the Commission
- Prepare submittal to the Bureau of Reclamation for those projects selected for funding by the Commission
- ~~Act as the Wyoming liaison to the Bureau of Reclamation that will be the contracting entity for these projects~~Act as the Wyoming liaison to the Bureau of Reclamation in coordination with Wyoming's Upper Colorado River Commissioner
- Provide periodic on-site project inspections
- ~~Close out the project once it is completed~~Close out the project once it is completed and presented to Commission
- Perform any duties identified in the criteria and procedures established by the Commission

### **Business-Agency Process Description**

- Review, select and fund Colorado River Basin States Salinity Control Program projects

### **Statutory Authority**

- 2015 Wyo. Sess. Laws 545 2015 Session Laws, Chapter 167, Section 3 - BSP - Colorado River Basin States Salinity Control Program (~~non-codified statutes~~)

### **Commission Duties and Responsibilities**

- ~~Review and consider all funding applications~~ Accept, evaluate, and rank proposed qualifying projects for the Program
- Recommend its rankings to the Bureau of Reclamation
- Award grants to eligible project sponsors with concurrence of the Bureau of Reclamation
- ~~Establish criteria and administrative procedures for the acceptance, evaluation, and ranking of projects at the March Commission meeting~~
- ~~\_\_\_\_\_~~
- \_\_\_\_\_

### **Agency-Office Duties and Responsibilities**

- Consider the need for additional program funding and request supplemental funding from the Bureau of Reclamation
- Accept and process applications from sponsors-
- Review applications for completeness and seek additional information if needed
- Prepare project recommendations for consideration by the Commission
- Prepare sponsor agreements for those projects selected for funding by the Commission
- Review plans and specifications for approved projects
- Issue a notice to proceed to the sponsor once all permits, rights-of-way and environmental clearances have been secured
- Provide periodic on-site project inspections
- Process grant funding requests from the sponsor
- Close out the project once it is completed and presented to Commission
- Attend Colorado River Basin Salinity Control Forum meetings
- Verify sub-recipients are in compliance with applicable laws and regulations
- Administer ~~salinity control studies~~ planning studies for salinity control activities in the Colorado River Basin in Wyoming
- Comply with Federal reporting requirements
- Perform any duties identified in the criteria and procedures established by the Commission

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### **Business-Agency Process Description**

- Manage weather modification operational programs

### **Statutory Authority**

- Omnibus Water Construction bills 2015 Wyo. Sess. Laws 74
- 2016 Wyo. Sess. Laws 286
- Future weather modification authorization laws

### **Commission Duties and Responsibilities**

- ~~Allocate funding for the operational weather modification programs in which the State is the lead entity~~ Review projects and make recommendations to the Select Water Committee regarding future legislative changes to the project and the proposed funding
- 

### **Agency-Office Duties and Responsibilities**

- Manage and provide oversight of the program
- Seek funding commitments from other in-basin water users
- Develop funding recommendations for weather modification projects
- Select weather modification contractors and negotiate contracts on behalf of the State
- Secure all necessary permits to conduct weather modification operations in the target areas
- Oversee weather modification program environmental compliance
- Secure all necessary easements to conduct weather modification operations in the target areas
- Coordinate with other state and federal agencies and affected stakeholders
- Foster weather modification program information exchange among member states
- Solicit monetary support and enter into agreements with water users interested in assisting the State in funding weather modification programs
- Manage weather modification contracts
- Attend meetings and provide presentations to keep the public informed
- Coordinate and attend technical advisory meetings
- Provide annual reports on program efforts
- Oversee generator site decommissioning and restoration if required

### **Business Agency Process Description**

- Formulate and develop water resource plans

### **Statutory Authority**

- ~~W.S.Wyo. Stat. Ann. § 41-1-106~~ Water and related land resources planning; commission's responsibility
- ~~W.S.Wyo. Stat. Ann. § 41-1-107~~ Water and related land resources planning; authority of commission-
- ~~W.S.Wyo. Stat. Ann. § 41-1-108~~ Water and related land resources planning; dispositions of monies and commission offices-
- ~~W.S.Wyo. Stat. Ann. § 41-2-107~~ Water resources plans; review; submission to commission-
- ~~W.S. 41-2-108~~ Water resources plans; powers of commission-
- ~~W.S. 41-2-109~~ Water resources plans; contents-
- ~~W.S.Wyo. Stat. Ann. § 41-2-110~~ Water resources plans; duties of commission-

### **Commission Duties and Responsibilities**

- Coordinate Wyoming's water and related land resources planning
- Adopt rules and regulations necessary to implement any programs required of the State by federal water and related land resources planning legislation
- Implement programs required by this legislation to make the State eligible to receive federal funds to carry out water and related land resources planning
- Formulate, review, and revise water and related land resources plans for the State
- Publish and disseminate water resources plans
- Give advice and assistance to government departments and agencies regarding data and information concerning the water resources plans
- ~~Select-Recommend~~ water resource planning projects to be included in the Omnibus Water Planning bill
- ~~Select~~ and contract with consultants for water resource planning projects (see separate business process description)
- Review final water and related land planning documents and, if applicable, make recommendation for future study or implementation
- ~~At the June meeting, the Commission considers consultant contracts~~  
~~Consider consultant contract amendments proposed by the Director~~  
~~Participate in public meetings conducted as part of the water resource planning efforts in the state~~

### **Agency Office Duties and Responsibilities**

- Recommend to the Commission, water resource planning needs in the state
- Develop the scope of services and budgets for proposed water resource plans
- [Prepare analysis/tabulation of all prior water resource plans for area to present to Commission](#)
- Prepare project recommendations for consideration by the Commission
- The [Director meets with the Governor](#) to review project applications and Office funding recommendations
- ~~Draft Omnibus Water Planning bill to include [Based on the Commission's preliminary water resources planning project](#) recommendations [by the Commission at the November meeting](#), include in water resource planning projects in the draft Omnibus Water Planning bill.~~
- The Director presents the final Omnibus Water Planning [bill](#) to the Select Water Committee
- During the Legislative Session, the Director presents the Omnibus Water Planning and Construction bills to the standing Legislative Committees to which the bills are referred
- For water resource planning projects:
  - Manage and administer consultant contracts
  - Attend all project meetings
  - Process invoices for services provided by consultants
  - Review all work products produced by the consultant
  - ~~Develop contract amendments if warranted~~
  - Close out the project once the final report has been accepted [by the Commission](#)
- Provide public presentations on water resource plans in the state [on behalf of the Commission](#)
- ~~Assure-Ensure~~ that the final water resource plans are available to the public and government agencies through the Commission website

**Commented [KB1]:** The Commission should be notified of and invited to participate in this meeting

### **Business Agency Process Description**

- Review and select ~~UW water research~~ UW Statewide Water Research Program projects

### **Statutory Authority**

- ~~W.S. 41-2-125 Office of water programs created; duties; annual report. Annual Omnibus Water Bill - Planning~~
- Wyo. Stat. Ann. § 41-2-125 Office of water programs created; duties; annual report
- Wyo. Stat. Ann. § 41-2-114(b)(v) Development of water projects; rehabilitation of water projects

**Commented [KB1]:** We did establish new program procedures, but those were never finalized in the operating criteria or rule.

**Commented [BA2]:** Commission needs criteria or rule on how it's going to run the Statewide Water Research Program

### **Commission Duties and Responsibilities**

- ~~Provide input to the UW Office of Water Programs on research topics that the Commission would like to see included in the annual request of research proposals (RFP)~~
- ~~Approve the UW Water Research program RFP's~~
- ~~Review research proposals received by the UW Office of Water Programs~~
- ~~Select research proposals to be included in the Omnibus Water Planning bill~~
- ~~Approve the annual MOU with UW to fund selected water research proposals~~
- ~~—~~
- Undertake studies, investigations, surveys and research relevant to the completion of the study and enter into contracts and arrangements for its completion with any government agency, department or any person, firm, university, institution or state or national organization

### **Agency Office Duties and Responsibilities**

- ~~Agency project manager serves on the water research program advisory committee (WRPAC) which has representatives from various governmental agencies with an interest in water~~
- Director ~~Work-works~~ with the UW Office of Water Programs to identify ~~contemporary water research topics for research~~ research needs of state and federal agencies regarding Wyoming's water resources
- Agency project manager serves on the water research program advisory committee (WRPAC) which has representatives from various governmental agencies with an interest in water
- Work with the WRPAC and the UW Office of Water Programs to review and rank proposals received in response to the request for research proposals
- Develop the MOU that provides funding for approved water research projects

### **Business-Agency Process Description**

- Review, select and fund small water projects

### **Statutory Authority**

- [W.S.Wyo. Stat. Ann. § 99-3-1903](#) (k) Project - Small Water Development Projects – 2014 (new development)
- [W.S.Wyo. Stat. Ann. § -99-3-1904](#) (m) Project - Small Water Development Projects – 2014 (rehabilitation)

### **Commission Duties and Responsibilities**

- [Establish eligibility criteria and administration procedures for development of small projects](#)
- Consider the need for supplemental small water project program funding and include supplemental requests for appropriations in the Omnibus Water Construction bill
- [Review and consider all funding applications, project recommendations, and sponsor agreements](#)
- ~~[at the March Commission meeting](#)~~
- ~~[Make grants to sponsors for the design, permit procurement, project land procurement, construction engineering and construction of small water projects](#)~~

### **Agency-Office Duties and Responsibilities**

- Review fund balances for the small water project program and recommend supplemental appropriations to Commission
- Accept and process applications from sponsors
- Review applications for completeness and eligibility, and seek additional information if needed
- Prepare project recommendations for consideration by the Commission
- Prepare sponsor agreements for those projects selected for funding by the Commission
- Review plans and specifications for approved projects
- Issue a notice to proceed to the sponsor once all permits, rights-of-way, environmental clearances, and local funding have been secured
- Inspect completed project if warranted
- Process grant funding requests from the sponsor
- Close out the project once it is completed [after review by Commission](#)



### Business Agency Process Description

- Review, select and complete water development planning and construction projects

### Statutory Authority

- Wyo. Stat. Ann. W.S. § 41-2-112 Wyoming water development program-
- Wyo. Stat. Ann. § W.S. 41-2-114 Development of water projects; rehabilitation of water projects-
- Wyo. Stat. Ann. § W.S. 41-2-118 Powers, duties, salaries and expenses of commission-
- Wyo. Stat. Ann. § 41-2-123 Project studies generally; hearings; reimbursement of costs source of funding; use of unobligated funds; recommendations to legislature

### Commission Duties and Responsibilities

Assigned Commissioners may attend initial on-site meeting with sponsor

- Provide procedures and policies for the planning, selection, financing, construction, acquisition and operation of projects
- Establish and adjust priorities for projects
- Establish criteria for evaluation and administration of projects
- Review-Consider applications and ~~consider approve all applications~~ projects for inclusion in the Wyoming Water Development Program
- ~~at the November Commission meeting~~
- At the December or January Commission meeting, ~~fDevelop~~ finalize project funding financing recommendations to the Legislature- in compliance with Wyo. Stat. Ann. § 41-2-112 and § 41-2-121(a)(ii)(E)
- Develop recommendations in compliance with Wyo. Stat. Ann. § 41-2-121(a)(ii)(A)-(E) ~~in the form of the Omnibus Water Planning and Construction bills~~
- For projects already authorized for Level I or II, review final draft report and develop recommendations on whether to move projects to the next level or terminate in compliance with Wyo. Stat. Ann. § 41-2-123
- Select consultants for planning projects (see separate business process description)
- ~~At the June meeting, the Commission approves consultant contracts~~
- Approve and manage all contracts and agreements: Approve ~~s~~ sponsor agreements, consultant contracts, contract amendments ~~for construction projects~~
- ~~Consider consultant contract amendments proposed by the Director~~
- ~~Consider amendments to sponsor agreements as proposed by the Director~~
- Consider authorizing ~~Authorize~~ the Director to sign ~~certain project~~ agreements and contracts (MOA, MOU, water service agreements) on behalf of the Commission ~~after Commission review~~
- Have immediate direction and control over Level III construction and operation plans

- ~~Hold public hearings on projects in order to expedite project implementation~~
- ~~Commission members may attend project meetings~~

#### **Agency Office Duties and Responsibilities**

- General administration of the Wyoming Water Development Program
- Assist Commission in promulgation of rules, criteria, and policies
- Accept and process applications from sponsors.
- Review applications for completeness and seek additional information if needed
- Conduct an initial on-site meeting with the sponsor if warranted
- Prepare initial project recommendations for consideration by the Commission
- The Director meets with the Governor to review project applications and Office funding recommendations
- Based on preliminary recommendations by the Commission at the November meeting, prepare draft Omnibus Water Planning and Construction bills. These bills are drafted in coordination and input from the LSO
- The Director presents the final Omnibus Water Planning and Construction bills to the Select Water Committee
- During the Legislative Session, the Director presents the Omnibus Water Planning and Construction bills to the standing Legislative Committees to which the bills are referred
- ~~Develop sponsor agreements for all approved projects~~
- Develop Draft for Commission consideration all agreements, contracts, and amendments
- ~~to sponsor agreements~~
- For planning projects:
  - Manage and administer consultant contracts
  - Attend all project meetings
  - Monitor consultant progress and adherence to project schedule
  - Process invoices for services provided by consultants
  - Review all work products produced by the consultant
  - ~~Develop contract amendments if warranted~~
  - Conduct public hearings for projects advancing from Level II to Level III and report findings to the Commission
  - Close out the project once the final report has been accepted by the Commission
- For construction projects:
  - Manage and administer sponsor agreements
  - Attend project meetings when appropriate
  - Review engineering and construction contracts and budgets
  - Review design and construction schedules
  - Process applications for payment for sponsor grant and loan funds
  - Review project plans and specifications

**Commented [KB1]:** The Commission should be notified of and invited to participate in this meeting.

**Commented [KB2]:** The Commission should be notified of the date and time of all legislative hearings where the Director will provide testimony

- Issue a notice to proceed to the sponsor once all permits, rights-of-way and environmental clearances have been secured
- Provide periodic on-site inspections during construction
- Review all requests for construction change orders and determine if they are project eligible within the scope and budget of a project
- Review all construction claims submitted by the sponsor's contractor
- Close out the project once it is completed [and reviewed by the Commission](#)
- Perform other duties as directed by the Commission, or as established in rule, criteria, or policies of the Commission

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### **Business-Agency Process Description**

- Administer Water Investment (reservoir) Accounts

### **Statutory Authority**

- W.S.Wyo. Stat. Ann. § 99-99-1001 Creation; use of funds; interest-

### **Commission Duties and Responsibilities**

- Administer accounts and use monies in compliance with Wyo. Stat. Ann. § 99-99-1001
- Annually review each reservoir water investment management account
- Determine for each account, if any funds held in the accounts are in excess of the amounts needed to meet contract obligations of the respective reservoirs
- Report any excess amount to the Joint Agriculture, State and Public Lands and Water Resources Committee
- Review and consider requests for water service contracts for the reservoir accounts held by the State
- 
- 

### **Agency-Office Duties and Responsibilities**

- Manage all State held water storage contracts in Federal reservoirs
- Manage all water service contracts between the State and water users
- Deposit any payments received for water service into the respective reservoir investment accounts
- Pay all charges for operation and maintenance attributed to the State's water storage accounts in Federal reservoirs
- Pay all charges for management, operation and maintenance for State owned reservoirs (High Savery)

### Business Agency Process Description

- Report Water Development Program progress to the Legislature

### Statutory Authority

- Wyo. Stat. Ann. § 41-2-115 Report; authorization; assignment
- Wyo. Stat. Ann. § 41-2-118 Powers, duties, salaries and expenses of commission

### Commission Duties and Responsibilities

- Hold public hearings on projects and submit findings and recommendations to the Governor and Legislature within 90 days
- Submit an annual report of activities, expenses, recommendations and other items to the Governor and the Joint Agriculture Committee
- ~~Finalize decisions regarding projects to be included in the Omnibus Water Planning and Construction bills~~

**Commented [KB1]:** Is this the Legislative Report you name in the Office Duties and Responsibilities? I believe that the Commission should have the chance to review this report as a draft before it goes to the Governor and Joint Ag.

### Agency Office Duties and Responsibilities

- Conduct public hearings on behalf of the Commission
- Update all existing project descriptions in the current Legislative Report
- Develop project descriptions for those new projects that the Commission is recommending in the proposed Omnibus Water Planning and Construction bills, including draft initial findings to be made by the Commission pursuant to Wyo. Stat. Ann. § 41-2-115(a)
- Update the completed planning, instream flow, construction and small water projects lists
- Provide a summary of the current year's funding recommendations
- Provide a current financial status report for each account and projected funding balances and needs
- Print the updated Legislative Report for the upcoming Legislative session
- Distribute copies of the updated Legislative Report to the Governor, Legislature, and Commission
- Post the updated Legislative Report on the agency website
- Notify Commission of all legislative hearings and/or meeting with the Governor

### **Business-Agency Process Description**

- Select consultants for Level I and Level II studies

### **Statutory Authority**

- ~~W.S.Wyo. Stat. Ann. § 9-2-1031 Selection procedures-~~
- ~~W.S.Wyo. Stat. Ann. § 41-2-114(b)(v) Development of water projects; rehabilitation of water projects-~~
- ~~W.S. 41-2-118 Powers, duties, salaries and expenses of commission-~~

### **Commission Duties and Responsibilities**

- ~~Commission members r~~Review and rank consultant proposals on assigned projects
- Participate in sponsor briefings as Commission member's schedule permits
- ~~Commission members participate in~~Conduct consultant interviews and selection for assigned projects
- ~~At the May meeting the Commission f~~Finalize ~~s~~ the consultant selections based on recommendations from each selection committee
- Enter into contracts and arrangements for completion of studies, investigations, surveys and research with any government agency, department or any person, firm, university, institution or state or national organization

### **Agency-Office Duties and Responsibilities**

- Assign project managers for each project contained in the Omnibus Water Planning bill
- ~~In January, a~~Aadvertise request for statements of qualification (SOQ) and statements of interest (SOI) from consulting firms interested in pursuing planning projects contained in the current Omnibus Water Planning bill
- Project managers review all SOQ's/SOI's for their assigned projects and rank them using the criteria provided in W.S. 9-2-1031
- ~~The Office p~~Prepare request for proposals (RFP) for each project contained in the Omnibus Water Planning bill and sends the RFP's to the five highest ranked firms on each project based on the SOQ/SOI rankings
- ~~The Office d~~Distributes consultant proposals to the selection team members on each project
- Invite Commission selection committee members and ~~C~~conduct sponsor briefings ~~as required~~
- ~~Staff assigned to specific projects r~~Rview project proposals
- Tabulate selection team rankings of proposals to determine consultant interview short lists

- ~~Project managers prepare t~~abulation~~e of~~ consultant cost proposals
- ~~Office staff p~~articipate in consultant interviews and selection for assigned projects
- ~~Once consultant selection is completed, the project managers n~~egotiate contracts with the selected consulting firms based upon Commissions' recommendations.

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### **Business Agency Process Description**

- Instream Flow Water Rights

### **Statutory Authority**

- W.S.Wyo. Stat. Ann. § 41-3-1001-1003 Game and fish commission; construction of measuring devise; recommendations; permits; fees and costs
- Wyo. Stat. Ann. § 41-3-1004 Water development commission to determine storage feasibility; report to game and fish commission and the legislature
- Wyo. Stat. Ann. § 41-3-1005 Approval of storage project
- ~~through 41-3-1014 Instream Flows~~

### **Commission Duties and Responsibilities**

- File applications in the name of the State of Wyoming for permits to appropriate water for instream flows in segments of stream recommended by the Game and Fish Commission
- For applications filed by the WWDO, determine the feasibility of providing instream flows for the recommended segments of streams from unappropriated direct flows or from existing storage facilities or from new facilities
- Report to the Game and Fish Commission and the Legislature an outline of findings from the feasibility reports
- ~~Delegate authority to the Director to file instream flow water right applications on behalf of the Commission~~
- Request authority from the legislature to proceed with the design and construction of storage facilities, if the Commission determines that the storage of water to provide instream flows is feasible
- ~~Fund and initiate hydrologic feasibility studies for stream segments in which water right applications have been filed with the State Engineer's Office~~
- Participate in consultant selection for hydrologic feasibility studies
- Approve consultant contracts for hydrologic feasibility studies
- Review and receive presentation on final report and make recommendations to Game and Fish Commission regarding direct flows and Legislature regarding release of flows from storage.
- ~~Approve consultant contracts for hydrologic feasibility studies~~
- ~~Agency Approve consultant contracts for hydrologic feasibility studies~~

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### **Office Duties and Responsibilities**

- File water right applications with the State Engineer's Office for instream flows on stream segments ~~as requested by the Game and Fish Commission, as directed by the Commission (delegate authority)~~
- Manage consultant selection processes for the hydrologic feasibility studies
- ~~Develop Draft~~ consultant contracts for Commission consideration
- Manage and administer consultant contracts
  - Attend all project meetings
  - Process invoices for services provided by consultants
  - Review all work products produced by the consultant
  - Close out the project once the final recommendations are received and voted on by the Commission ~~report has been accepted~~
- Deliver completed hydrologic feasibility studies to the Wyoming Water Development Commission, State Engineer's Office and the Game and Fish Commission
- Include in annual legislative report outline of Commission instream flow activities and findings
- Maintain a database for all instream flow applications, permits and adjudicated rights
- On behalf of the State, manage WWDC ~~all~~ instream flow water right permits
- ~~issued by the State Engineer~~
- ~~Process water right proofs required to a~~ Adjudicate WWDC instream flow water right permits

### Business Agency Process Description

- Provide technical assistance to the Office of State Lands and Investment (OSLI) in administering the Drinking Water State Revolving Fund (DWSRF) program

### Statutory Authority

- Wyo. Stat. Ann. § 16-1-101 Authority to cooperate
- Agency MOA between OSLI and Water Development Office (WDO)
- Agency MOA between OSLI and Water Development Office (WDO)
- Agency MOA between OSLI and Water Development Office (WDO)

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### Commission Duties and Responsibilities

- None
- None

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### Agency Office Duties and Responsibilities

- Serve as the Technical Advisor to the DWSRF loan program and Mineral Royalty Grant (MRG) program
- Attend State Lands and Investments board meetings
- Review and prioritize all applications for DWSRF funding as assigned by the OSLI
- Provide technical recommendations as to project application feasibility, WWDC funding eligibility and funding status, and application rankings-
- Process requests for DWSRF reimbursement of WDO costs regarding technical assistance provided to the OSLI
- For projects receiving DWSRF funding, administer construction loan funding to ensure compliance with DWSRF loan program requirements, including the following:
  - Manage and administer sponsor agreements
  - Attend pre-bid meetings and review federal bidding requirements with contractors
  - Attend project meetings when appropriate
  - Review applications for payment for sponsor loan and grant funds
  - Review project plans and specifications
  - Issue a notice to proceed to the sponsor once all permits, rights-of-way, environmental clearances, and local funding have been secured
  - Review contractor efforts with regards to compliance with federal funding requirements
  - Provide periodic on-site inspections during construction

- Review all requests for construction change orders and determine if they are within the scope and budget of a project project eligible
  - Review all construction claims submitted by the sponsor's contractor
  - Close out the project once it is completed and presented to Commission
- ◆ ~~Process requests for DWSRF reimbursement of WDO costs regarding technical assistance provided to the OSU~~

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## WYOMING WATER DEVELOPMENT COMMISSION

6920 Yellowtail Road, Cheyenne, WY 82002

Phone: (307) 777-7626

Fax: (307) 777-6819

<http://wwdc.state.wy.us>

Matthew H. Mead  
Governor

### Commissioners

Nick Bettas	Sheridan Little
Karen Budd-Falen	Bill Resor
Floyd Canfield	Jeanette Sekan
David Evans	Rodney Wagner
Clinton Glick	Todd Werbelow

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

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**Title:** Management of the Wyoming Water Development Program  
**Date Issued:** [Date approved at meeting]  
**Date(s) Revised:**  
**Reference:** Wyo. Stat. Ann. § 41-2-114  
**Purpose:** To provide direction to the Wyoming Water Development Office regarding the management of the Wyoming Water Development Program.

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**POLICY:** Wyoming Statute § 41-2-114 grants authority to the Wyoming Water Development Commission (Commission) to select potential projects for inclusion in the Wyoming Water Development Program (Program), conduct reconnaissance and feasibility studies, and to have immediate direction and control over Level III construction and operations plans. The purpose of this policy is to define the role of the Wyoming Water Development Office (Office) in support of the Commission's efforts to fulfill its responsibilities with respect to the management of the Program.

Recognizing and relying upon the expertise of the Office staff, the Commission directs the Office to carry out the following responsibilities:

- Review all project applications and draft preliminary recommendations to be considered by the Commission;
- Oversee the day-to-day administration and management of all studies being conducted as part of the Program;
- Prior to project closeout, provide to the Commission a summary of completed studies, including a preliminary recommendation of whether to terminate the project, continue the project at its current level of study, or to move the project to the next level of study or construction;
- With regards to Level III construction projects, have immediate direction and control over the day-to-day management and administration of all construction projects; and
- Manage the day-to-day operations and maintenance of all State-owned projects constructed by the Commission.

**PROCEDURES:** The Office shall provide the Commission with regular updates regarding the above-mentioned responsibilities concerning the management of the Program, as well as provide additional information upon request. Project decisions which exceed the scope of routine administration and management shall be brought before the Commission.

WYOMING WATER DEVELOPMENT COMMISSION  
RULES AND REGULATIONS

CHAPTER I

GENERAL PROVISIONS

~~Section 1. Wyoming Water Development Commission. The Wyoming Water Development Commission was established by Section 41-2-117, W.S. 1977, as amended, and has the powers and duties established in other related legislation.~~

~~Section 2-1. Authority. These rules are promulgated as authorized by the Wyoming Administrative Procedure Act, W.S. 16-3-101 to 16-3-115 and the provisions of law creating the Wyoming Water Development Commission, specifically, W.S. 41-2-118(a)(vii) and 41-2-119(a) and (b)(iv), which mandates the adoption of rules and regulations to implement the provisions of W.S. 41-1-106 through 41-1-108, 41-2-107 through 41-2-119 or other provisions of law subsequently enacted. The promulgation of these rules is authorized by Wyo. Stat. Ann. §§ 41-2-118 and 41-2-119.~~

~~Section 32. Officers. Officers of the Commission shall include a ~~chair~~Chair, ~~vice~~Vice-chair, and a ~~secretary~~Secretary, who shall be elected annually from among the membership of the Commission ~~at the first meeting and after the qualification of any newly appointed members.~~~~

~~Section 43. Definitions. The following definitions shall ~~prevail in~~ apply to these rules:~~

(a) “Commission” means the Wyoming Water Development Commission.

(b) “Chair” means the duly elected chair of the Wyoming Water Development Commission.

(c) “Director” means the director of the Wyoming Water Development Office.

(d) “Office” means the Wyoming Water Development Office.

(e) “Program” means the Wyoming Water Development Program.

(f) “Secretary” means the duly elected secretary of the Wyoming Water Development Commission.

**WYOMING WATER DEVELOPMENT COMMISSION**  
**RULES AND REGULATIONS**

(g) “Sponsor” means an organized public entity consisting of the project beneficiaries, including but not limited to: legal subdivisions of the State of Wyoming, irrigation districts, drainage districts, conservation districts, water conservancy districts, public irrigation and power districts, watershed improvement districts, improvement and service districts, water districts, water and sewer districts, joint powers boards, any public corporation legally organized for the purposes of the conservation, distribution or utilization of water or soil, the joint business council of the Eastern Shoshone and Northern Arapaho Indian tribes, the business council of the Eastern Shoshone Indian tribe and the business council of the Northern Arapaho Indian tribe.

**WYOMING WATER DEVELOPMENT COMMISSION**  
**RULES AND REGULATIONS**

**CHAPTER II**

**MEETINGS**

Section 1. Meetings. ~~The Commission shall, as provided by law, hold at least one meeting each quarter, which meetings shall~~Meetings shall be called by the Chair, after consultation and coordination with the Director and other members of the Commission, ~~or . Special meetings may be called by the Chair,~~ by a majority of members of the Commission, or at the direction of the Governor. ~~All meetings shall be called and conducted in compliance with the Public Meetings Act (W.S. 16-4-401 through 16-4-408, as amended).~~Meetings may be conducted through electronic means.

~~Section 2. Place of Meetings. Unless otherwise designated in the call of a meeting, each meeting shall be held in Cheyenne, Wyoming.~~

~~Section 3. Quorum and Manner of Acting. Six members of the Commission shall constitute a quorum for transaction of business at any meeting of the Commission.~~

Section 42. Majority for Approval of Actions. A majority vote of the members of the Commission present at the meeting shall be required for approval of any actions of the Commission.

Section 53. Rules of Order. Any matter of procedure or conduct not specifically provided for by state law or by rules and regulations of the Commission shall be governed by Robert's Rules of Order Revised, Latest Edition.

**WYOMING WATER DEVELOPMENT COMMISSION**  
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CHAPTER III

ADMINISTRATION

Section 1. Director. The Director serves at the pleasure of the Governor, is the chief executive officer to the Commission, administers the organization and operation of the ~~Wyoming Water Development the~~ Office staff, and carries out the program of the Commission in its policies and at its meetings.

Section 2. Signing of Contracts. All contracts, agreements, memorandums or understanding, or other documents of the Commission shall be signed by the Chair and attested by the Secretary when authorized by the Commission, except that the Vice-Chair shall sign if the Chair is not available and an Acting Secretary may sign if the Secretary is not available. The Director, or his designee, may sign contracts if so authorized by the Commission.



**WYOMING WATER DEVELOPMENT COMMISSION**  
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CHAPTER IV

PUBLIC HEARINGS

Section 1. Holding of Hearings. Public hearings shall be held by the Commission, for any of the purposes provided in ~~W.S.Wyo. Stat. Ann. §§~~ 41-2-114 (b)(iii) and 41-2-115(a). Nothing contained in these rules shall be construed as prohibiting the Commission or the Director from holding informational ~~proceedings, meetings, public~~ ~~or workshops, or conferences~~ additional public hearings as authorized by statute, upon notice to the Commission ~~deemed to be necessary in the performance of their duties.~~

Section 2. Membership Present at Hearings. ~~Each public hearing required by the law should be attended by at least one member of the Commission, unless the Commission determines that a greater number should be present. One member of the~~ Any Commissioner present at a hearing shall serve as Commission shall be the presiding officer at such hearing. The Director, or his ~~designate~~ designee, may shall serve as the presiding officer if ~~there are no Commissioners~~ no Commissioners are present. The ~~Director~~ Director, or his ~~designate(s)~~ designee, shall attend each hearing.

**WYOMING WATER DEVELOPMENT COMMISSION**  
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CHAPTER V

PUBLIC RECORDS REQUESTS

~~Section 1. Right to Inspect and Copy Public Records. The public records of the Commission are open to inspection as provided by W.S. 16-4-201 through 16-4-205. Requests for access to the public records of the Commission must be made in writing to the Director by the person who has the right to inspect and copy the public records.~~

~~Section 2. Custody and Control of Public Records. All inspections, copies, printouts or photographs of the public records of the Commission shall be made while the records are in the possession, custody and control of the Director or his designee.~~

~~Section 3. Fees and Charges.~~

~~(a) When practical, copies shall be made by Commission staff at the Commission's office. The following fees and charges shall apply for copies made by Commission staff at the Commission's office:~~

~~Photocopy Charges — \$0.50 per page for the first 10 pages and \$0.25 per page for each addition page. The minimum charge for photocopies is \$3.00~~

~~Employee Time.....Employee time shall be assessed at \$15.00 per hour for clerical time and \$30.00 per hour for professional time~~

~~Electronic Format — Costs of producing a copy, costs of constructing the record, including costs of programming and computer service shall be assessed at \$40.00 per hour. If the request requires the use of other agencies' personnel, the requestor shall also pay the costs billed to the Commission from the outside agency.~~

~~(b) If it is impractical or the Commission does not have the staff or facilities available for making copies, printouts or photographs of the requested public records, the Director or his designee shall make arrangements for copies to be made by a commercial vendor. If a commercial vendor is used, the cost of providing copies as well as agency employee time shall be paid by the person desiring the copies, printouts or photographs of the records.~~

~~(c) Postage and handling, if necessary, will be assessed at the cost of the postage and mail cartons or packages.~~

**DRAFT A&I PUBLIC RECORD RULES ARE PENDING — FINAL RULES WILL REPLACE THE CURRENT WWDC LANGUAGE IN CHAPTER V**

**Section 1. Incorporation by Reference. The Commission hereby incorporates by reference: Chapter 2 of the Department of Administration and Information Rule and Regulations: Uniform Procedures, Fees, Costs, and Charges for Inspecting, Copying, and Producing**

**WYOMING WATER DEVELOPMENT COMMISSION**  
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Public Records. This incorporation by reference does not include any later amendments or editions of the incorporated rule beyond XX, 2016. The Commission has determined that incorporation of the full text in these rules would be cumbersome and inefficient given the length and nature of the rules. The incorporated rule is maintained at 6920 Yellowtail Road, Cheyenne, WY 82009 and is available for public inspection and copying in accordance with this rule at the same location. The incorporated material is available on the Commission's website: <http://wwdc.state.wy.us/>.

**WYOMING WATER DEVELOPMENT COMMISSION**  
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CHAPTER VI

GROUND WATER EXPLORATION GRANTS

Section 1. Applicability. These rules and regulations ~~and amendments thereto~~ shall govern ~~applications-application procedures for to~~ the groundwater grant program as established by W.S.Wyo. Stat. Ann. § 41-2-119.

Section 2. Application Procedures. Applications for funds available through this program shall be prepared and submitted to the Director which shall be forwarded to the Commission.

Section 3. Application Format.

(a) Part 1 - Statement of Problem. Applicant must demonstrate to the satisfaction of the Commission that additional sources of water are needed.

(b) Part 2 - Project Plan. Applicant must prepare and submit a specific and detailed plan of how funds will be spent if awarded. The plan shall include, but is not limited to:

(i) A detailed advance hydro-geologic feasibility study of the area where exploration is anticipated. If such a study is not available, then the costs of obtaining such a study must be included in the project budget.

(ii) A description of the intended exploration project.

(iii) A line item budget.

(iv) Required permits from State and/or Federal agencies to complete exploration.

(v) A statement of intent that the project work ~~will be performed in a manner acceptable to the Commission, includingshall:~~

(A) ~~The engagement of Be supervised by~~ a professional geologist (P.G.) licensed in the State of Wyoming ~~for project supervision.~~

(B) ~~Conforming Conform to all exploration drilling with the “State Water Well Minimum Construction Standards of the Wyoming State Engineer’s Office”, Part III, Rules and Regulations of the State Engineer’s Office; and constructingand all public water supply (PWS) facilities according to standards contained in the Water Quality Rules and Regulations of the Wyoming Department of Environmental Quality; Chapter 12.~~

Section 4. State Engineer Review. The Commission shall submit the application to the State Engineer for review and request that the State Engineer provide an opinion regarding associated water right issues.

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Section 5. Acceptance of Application. Upon completion of the opinion by the State Engineer described in Section 4, the Commission shall review the application and take action thereon.

WYOMING WATER DEVELOPMENT COMMISSION

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CHAPTER VII

WYOMING WATER DEVELOPMENT PROGRAM

Section 1. Purpose. The purpose of Chapter VII is to implement the Wyoming Water Development Program. The Program provides funding to Sponsors for the planning, design, and construction of water infrastructure projects necessary for the optimal development of the State's water resources.

Section 2. Eligible Applicants. Eligible applicants shall meet the definition of a Sponsor as defined in these rules, with the exception of Level I reconnaissance studies. For Level I reconnaissance studies, the Commission may consider applications from applicants that do not meet the definition of a Sponsor at the time of application, but who intend to qualify as a Sponsor by the completion of the Level I reconnaissance study. Exceptions to this section shall be made on a case by case basis after meeting with the proposed applicant representatives. The Commission may require reimbursement from these applicants for Level I reconnaissance studies under Wyo. Stat. Ann. §41-2-112.

Section 3. Application Procedures. The Commission shall consider Program applications using the following process:

(a) Deadlines. Applicants shall submit completed new project applications to the Office no later than August 15th of each year. For projects previously accepted into the Program, applicants shall submit completed applications to move a project to the next level of the Program to the Office no later than October 1st of each year.

(b) New project applications shall include:

(i) A description of the project;

(ii) A description of any existing water systems;

(iii) A list of the applicant's past projects funded by the Commission;

(iv) Proposed project start date; if project is not "shovel ready," include additional steps that need to be taken before project can start and proposed time table

(v) Financial capabilities of the Sponsor or Applicant, including the annual budget for operation, maintenance, and replacement of the water supply system; the existing balance in any emergency funds and sinking funds for the water supply system; water rates, tap fees, and other revenue sources; and the amount of funding obtained from

**Commented [KB1]:** I am not sure what "intend to qualify" means. Do we want to say that the applicants have made substantial progress toward becoming a public entity so that it forces some of these applicants to have worked at going through the process. I realize it is expensive and time-consuming but I am going to be a lot more sympathetic towards someone who is towards the end of the process for becoming a public entity than at the beginning.

**Commented [KB2]:** Do we need to specify that this is at a regular Commission meeting?

**Commented [BA3]:** Added based on comment from Karen - subcommittee did not address, so added draft language that may be taken out based on decision of Commission.

other revenues for operation, maintenance and replacement of the water supply system; and

(vi) A certified original of a resolution in support of the project passed by the governing body of the Sponsor, or for applicants who do not meet the definition of a Sponsor at the time of application shall provide evidence of support for the applications by providing letters or petitions from interested water users.

(c) Applications for Projects previously accepted into the Program shall include:

(i) A description of the project;

(ii) A description of any existing water systems;

(iii) A list of the applicant's past projects funded by the Commission;

(iv) Financial capabilities of the Sponsor or Applicant, including the annual budget for operation, maintenance, and replacement of the water supply system; the existing balance in any emergency funds and sinking funds for the water supply system; water rates, tap fees, and other revenue sources; and the amount of funding obtained from other revenues for operation, maintenance and replacement of the water supply system; and

(v) Proposed project start date; if project is not "shovel ready," include additional steps that need to be taken before project can start and proposed time table

(d) In addition to the requirements outlined above, applications for Level III construction projects shall include the following information:

(i) A comprehensive financing plan for the project which includes a listing of all funding sources anticipated to be used by the applicant and a schedule showing when such funding sources shall become available;

(ii) A certified original of a resolution in support of the project passed by the governing body of the Sponsor;

Section 4. Application Fees. An initial application fee of one thousand dollars (\$1000.00) shall be submitted with each new project application. If the Commission denies the application, seventy-five percent (75%) of the fee shall be refunded to the Sponsor. For ongoing projects which have already been accepted into the Program, no additional fee is required upon the filing of subsequent applications to move a project to the next level in the schedule described in Wyo. Stat. Ann. § 41-2-114.

**Commented [BA4]:** New language to flush out the application section.

**Section 5. General Program Priorities.**

- (a) Emphasizing multi-purpose water projects for maximum benefit and cost allocation;
- (b) Maximizing the use of all existing information, data, reports and other materials in the execution of studies;
- (c) Developing unappropriated water;
- (d) Developing new storage capacity;
- (e) Developing hydroelectric power; and
- (f) Utilizing water not currently being beneficially used in Wyoming.

Section 6. Evaluation. The Commission shall evaluate applications by considering the following:

- (a) Whether the Sponsor submitted a complete application;
- (b) Information submitted in the project application;
- (c) Whether the Sponsor is current on all repayment obligations to the State;
- (d) General program priorities; and
- (e) Whether the Sponsor completed the most recent Commission public water system survey or irrigation system survey.
- (f) For construction projects, the Commission shall consider the following additional factors:
  - (i) Whether the Sponsor completed the necessary level of planning studies to adequately define the project scope, assess feasibility, evaluate alternatives, and determine probable costs;
  - (ii) Whether the Sponsor presented an adequate financial plan to fund the project;
  - (iii) Whether the Sponsor is prepared to establish an adequate operations and maintenance account;
  - (iv) Whether the Sponsor is ready to proceed with construction, implementation, and operations; and

**Commented [BA5]:** Does the commission want to put project benefits and cost allocation into the evaluation section? 41-2-112 states the "Commission shall: (i) emphasize multi-purpose water projects for maximum benefits and cost allocation; (ii) identify project costs and benefits; and (iii) recommend an allocation of project costs . . . (iv) Recommend terms and conditions of financing projects costs, maintenance and operation based on the benefits to be derived by project beneficiaries and their respective ability to pay." The statute seems to require that you at least look at these things.

**Commented [BA6]:** 41-2-112(b)(i)

**Commented [BA7]:** 41-2-114(b)(viii)

**Commented [BA8]:** 41-2-121(a)(ii)(A)

**Commented [BA9]:** 41-2-121(a)(ii)(B)

**Commented [BA10]:** 41-2-121(a)(ii)(C)

**Commented [BA11]:** 41-2-118(a)(x)

**Commented [BA12]:** Language added to cover bases with regards to application information



(v) Whether the Sponsor is prepared to operate and maintain the project.

(g) For rehabilitation projects, the Commission shall also consider the Sponsor's past efforts in adequately maintaining the project and whether the Sponsor has an existing maintenance account.

Section 7. Commission Recommendations. Upon receipt of an application, the Director and the Office shall review each application and develop preliminary recommendations to be considered by the Commission. Incomplete applications shall not be submitted to the Commission for consideration. Prior to selecting projects for inclusion in the Program and making recommendations to the Legislature, the Commission shall allow for comments from the Sponsor, and receive the preliminary recommendations of the Director. After considering each application, the Commission shall vote on whether to include a project in the Program and either adopt, amend, or reject the Director's preliminary recommendations. Recommendations to the Legislature shall be made by placing Commission approved projects into one of the two draft Omnibus Water Bills (planning or construction). Projects shall not be considered a part of the Program until authorized and funded by the Legislature and Governor.

Section 8. Operating Criteria. Nothing in these rules shall preclude the Commission from establishing additional criteria for the evaluation and administration of projects pursuant to Wyo. Stat. Ann. § 41-2-121.

**Commented [BA13]:** New language added at request of Harry to put in place a way to not fund sponsors who are merely serving as a pass through entity for public funds.

**Commented [BA14]:** New provision added based on comments from subcommittee.

WYOMING WATER DEVELOPMENT COMMISSION

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CHAPTER VII

WYOMING WATER DEVELOPMENT PROGRAM

Section 1. Purpose. The purpose of Chapter VII is to implement the Wyoming Water Development Program. The Program provides funding to Sponsors for the planning, design, and construction of water infrastructure projects necessary for the optimal development of the State's water resources.

Section 2. Eligible Applicants. Eligible applicants shall meet the definition of a Sponsor as defined in these rules, with the exception of Level I reconnaissance studies. For Level I reconnaissance studies, the Commission may consider applications from applicants that do not meet the definition of a Sponsor at the time of application, but who intend to qualify as a Sponsor by the completion of the Level I reconnaissance study. Exceptions to this section shall be made on a case by case basis after meeting with the proposed applicant representatives. The Commission may require reimbursement from these applicants for Level I reconnaissance studies under Wyo. Stat. Ann. §41-2-112.

**Commented [N1]:** Propose deleting "intend to" and adding "shall". I do not know how the WWDO process works with regard to issuance of a draft and final reports, but I am assuming that what Abby is proposing can be accomplished.

Section 3. Application Procedures. The Commission shall consider Program applications using the following process:

(a) Deadlines. Applicants shall submit completed new project applications to the Office no later than August 15th of each year. For projects previously accepted into the Program, applicants shall submit completed applications to move a project to the next level of the Program to the Office no later than October 1st of each year.

(b) New project applications shall include:

(i) A description of the project;

(ii) A description of any existing water systems;

(iii) A list of the applicant's past projects funded by the Commission;

**Commented [N2]:** Based on our discussions, propose adding the following: including a map of the sponsor's proposed project area, including adjacent, water systems, subdivisions, and municipalities within a 2 mile radius." Not sure if this is the right size for the adjacent area, but I do think information is needed so that WWDO and Commission can decide if a master plan or regional study would be more appropriate.

(iv) Proposed project start date; if project is not "shovel ready," include additional steps that need to be taken before project can start and proposed time table

**Commented [BA3]:** Added based on comment from Karen - subcommittee did not address, so added draft language that may be taken out based on decision of Commission.

(v) Financial capabilities of the Sponsor or Applicant, including the annual budget for operation, maintenance, and replacement of the water supply system; the existing balance in any emergency funds and sinking funds for the water supply system; water rates, tap fees, and other revenue sources; and the amount of

funding obtained from other revenues for operation, maintenance and replacement of the water supply system; and

(vi) A certified original of a resolution in support of the project passed by the governing body of the Sponsor, or for applicants who do not meet the definition of a Sponsor at the time of application shall provide evidence of support for the applications by providing letters or petitions from interested water users.

(c) Applications for Projects previously accepted into the Program shall include:

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(v) Proposed project start date; if project is not "shovel ready," include additional steps that need to be taken before project can start and proposed time table

(d) In addition to the requirements outlined above, applications for Level III construction projects shall include the following information:

(i) A comprehensive financing plan for the project which includes a listing of all funding sources anticipated to be used by the applicant and a schedule showing when such funding sources shall become available;

(ii) A certified original of a resolution in support of the project passed by the governing body of the Sponsor;

Section 4. Application Fees. An initial application fee of one thousand dollars (\$1000.00) shall be submitted with each new project application. If the Commission denies the application, seventy-five percent (75%) of the fee shall be refunded to the Sponsor. For ongoing projects which have already been accepted into the Program, no additional fee is required upon the filing of subsequent applications to move a project to the next level in the schedule described in Wyo. Stat. Ann. § 41-2-114.

**Commented [N4]:** Add same information as above in (b)(i)

**Commented [N5]:** Propose adding "adjacent"

**Commented [BA6]:** New language to flush out the application section.

**Section 5. General Program Priorities.**

- (a) Emphasizing multi-purpose water projects for maximum benefit and cost allocation;
- (b) Maximizing the use of all existing information, data, reports and other materials in the execution of studies;
- (c) Developing unappropriated water;
- (d) Developing new storage capacity;
- (e) Developing hydroelectric power; and
- (f) Utilizing water not currently being beneficially used in Wyoming.

Section 6. Evaluation. The Commission shall evaluate applications by considering the following:

- (a) Whether the Sponsor submitted a complete application;
- (b) Information submitted in the project application;
- (c) Whether the Sponsor is current on all repayment obligations to the State;
- (d) General program priorities; and
- (e) Whether the Sponsor completed the most recent Commission public water system survey or irrigation system survey.
- (f) For construction projects, the Commission shall consider the following additional factors:
  - (i) Whether the Sponsor completed the necessary level of planning studies to adequately define the project scope, assess feasibility, evaluate alternatives, and determine probable costs;
  - (ii) Whether the Sponsor presented an adequate financial plan to fund the project;
  - (iii) Whether the Sponsor is prepared to establish an adequate operations and maintenance account;
  - (iv) Whether the Sponsor is ready to proceed with construction, implementation, and operations; and

**Commented [BA7]:** Does the commission want to put project benefits and cost allocation into the evaluation section? 41-2-112 states the "Commission shall: (i) emphasize multi-purpose water projects for maximum benefits and cost allocation; (ii) identify project costs and benefits; and (iii) recommend an allocation of project costs . . . (iv) Recommend terms and conditions of financing projects costs, maintenance and operation based on the benefits to be derived by project beneficiaries and their respective ability to pay." The statute seems to require that you at least look at these things.

**Commented [BA8]:** 41-2-112(b)(i)

**Commented [BA9]:** 41-2-114(b)(viii)

**Commented [BA10]:** 41-2-121(a)(ii)(A)

**Commented [BA11]:** 41-2-121(a)(ii)(B)

**Commented [BA12]:** 41-2-121(a)(ii)(C)

**Commented [BA13]:** 41-2-118(a)(x)

**Commented [BA14]:** Language added to cover bases with regards to application information

(v) Whether the Sponsor is prepared to operate and maintain the project.

(g) For rehabilitation projects, the Commission shall also consider the Sponsor's past efforts in adequately maintaining the project and whether the Sponsor has an existing maintenance account.

Section 7. Commission Recommendations. Upon receipt of an application, the Director and the Office shall review each application and develop preliminary recommendations to be considered by the Commission. Incomplete applications shall not be submitted to the Commission for consideration. Prior to selecting projects for inclusion in the Program and making recommendations to the Legislature, the Commission shall allow for comments from the Sponsor, and receive the preliminary recommendations of the Director. After considering each application, the Commission shall vote on whether to include a project in the Program and either adopt, amend, or reject the Director's preliminary recommendations. Recommendations to the Legislature shall be made by placing Commission approved projects into one of the two draft Omnibus Water Bills (planning or construction). Projects shall not be considered a part of the Program until authorized and funded by the Legislature and Governor.

Section 8. Operating Criteria. Nothing in these rules shall preclude the Commission from establishing additional criteria for the evaluation and administration of projects pursuant to Wyo. Stat. Ann. § 41-2-121.

**Commented [BA15]:** New language added at request of Harry to put in place a way to not fund sponsors who are merely serving as a pass through entity for public funds.

**Commented [BA16]:** New provision added based on comments from subcommittee.

**Project Prioritization Rating - Water Development Account I (New Development)**

Project Priority	Project Description	Statutory Priority Reference	Existing Operating Criteria Reference	Notes
1	Level III projects developing new storage	41-2-121 This citation does not support this priority although that certainly was the major purpose for which the WWDC and Office was created.	Chapter V, Paragraph A, Priority 2	New storage less that 2000 AF or enlargements less that 1000 AF (larger projects are directed to WDA III)
2	Level III projects developing unappropriated water- Examples include wells& diversion structures requiring the issuance of new water rights	41-2-121 Same comment	Chapter V, Paragraph A, Priority 3	
3	Level II Hydropower studies (Level II Studies Only)	41-2-121 Same comment-- However, 41-2-114(iv) gives preference to construction projects with a hydropower component	Chapter V, Paragraph A, Priority 7	
4	Level III transmission pipelines	See Note 2	Chapter V, Paragraph A, Priority 4, 5 & 6	
5	Level III potable water storage tanks	See Note 2	Chapter V, Paragraph A, Priority 4, 5 & 6	
6	Level III irrigation canals and structures serving new lands	See Note 2		
7	Level II feasibility studies	41-2-114		
8	Level I reconnaissance studies	41-2-114		
9	River basin plans	41-2-107		
10	Watershed studies			Watershed studies are required before small water projects will be funded in a drainage
11	Weather modification projects			Generates new water to the system
12	Level III raw water systems to irrigate parks and lawns		Chapter V, Paragraph A, Priority 9	
13	Level III water system controls and control valves	See Note 2	Chapter V, Parag. A, Priority 3, 4, 5 & 6	
14	Previously approved subdivision improvements (lower priority)	41-2-121(a)(iv)		This type of project may be disqualified by the Commission
	Water treatment facilities		Chapter V, Paragraph B, Ineligible	Ineligible - Historically, the WWDC program does not have funding to develop water treatment projects
	Water distribution pipelines		Chapter V, Paragraph B, Ineligible	Ineligible - Considered a Sponsor's responsibility to distribute water to customers.
	Flood control structures and facilities		Chapter V, Paragraph B, Ineligible	Ineligible - The current program focus is water development, not the protection of property from flooding
	Fish and wildlife resource development			Ineligible - Fish and Wildlife management is the responsibility of the Game and Fish Department
	Water conservation projects			Ineligible - Except for canal rehabilitation, conservation projects are typically small distribution scale projects
	River restoration projects			Ineligible - These projects have aspects of erosion control, flood mitigation and recreation
	Erosion control projects		Chapter V, Paragraph B, Ineligible	Ineligible - The current program focus is water development, not the protection of property from erosion
	Abatement of pollution		Chapter V, Paragraph B, Ineligible	Ineligible - The CWSRF funding program is available for pollution abatement projects
	Recreation projects		Chapter V, Paragraph B, Ineligible	Ineligible - The focus of the program is the development of water for consumptive use
	Refinancing of previously completed improvements		Chapter V, Paragraph B, Ineligible	Ineligible - The program's intent is to construct new infrastructure, not refinance existing projects.
	Environmental enhancement		Chapter V, Paragraph B, Ineligible	Ineligible - Other agencies such as Game and Fish and the WWRNT fund these types of projects
	Hydropower construction projects		Chapter V, Paragraph B, Ineligible	Ineligible - Sponsors are directed to the SLIB loan program for construction of hydropower projects
	System maintenance		Chapter V, Paragraph B, Ineligible	Ineligible - Considered the Sponsor's responsibility

**General Notes:**

1. W.S. 41-2-112 requires an emphasis on multi-purpose projects. Projects that embody multiple components from the priority list will be rated higher than single purpose projects.  
Example: A project containing components with priorities 2 and 3 will be rated higher than a project containing only priority 2.
2. While not specifically mentioned in statutes, these facilities are generally included in new water development projects.

13-Jul-16

While I don't necessarily disagree with the "project priorities," the Commission needs a way to rank priority projects. For example, I would recommend funding Level I studies in areas where no other Level I has been completed over updating existing Level I studies (and hopefully some of that will be eliminated if the Commission gives an affirmative authorization on which projects should proceed to Level II or III after the completion of Level I as required by statute). With regard to new storage, perhaps an initial review should be completed by the "sponsor" to determine if there is excess water to store--or at least that should be included in the application.

Project Prioritization Rating - Water Development Account II (Rehabilitation)				
Project Priority	Project Description	Statutory Priority Reference	Existing Operating Criteria Reference	Notes
1	Level II Hydropower studies ( Level II Studies only)	41-2-121	Chapter V, Paragraph A, Priority 7	
2	Level III rehabilitation of existing irrigation canals	See Note 2		This type of project provides high levels of water savings thereby improving water use efficiency
3	Level III rehab. of existing water diversion or control structures	See Note 2		
4	Level III replacement of existing transmission pipelines	See Note 2	Chap. V, Paragraph A, Priority 4, 5 & 6	
5	Level III rehabilitation of existing water storage tanks	See Note 2	Chap. V, Paragraph A, Priority 4, 5 & 6	
6	Level II feasibility studies	41-2-114		
7	Level I reconnaissance studies	41-2-114		
8	Level III rehabilitation of raw water storage facilities	See Note 2	Chapter V, Paragraph A, Priority 9	
9	Level III rehabilitation of existing reservoirs	See Note 2		
10	Level III raw water systems to irrigate parks and lawns		Chapter V, Paragraph A, Priority 9	
11	Level III replacement of water system controls & control valves	See Note 2	Chapter V, Paragraph A, Priority 4	
12	Previously approved subdivision improvements (lower priority)	41-2-121(a)(iv)		This type of project may be disqualified by the Commission
	Water treatment facilities		Chapter V, Paragraph B, Ineligible	Ineligible - Historically, the WWDC program does not have funding to develop water treatment projects
	Water distribution pipelines		Chapter V, Paragraph B, Ineligible	Ineligible - Considered a Sponsor's responsibility to distribute water to customers.
	Flood control structures and facilities		Chapter V, Paragraph B, Ineligible	Ineligible - The current program focus is water development, not the protection of property from flooding
	Fish and wildlife resource development			Ineligible - Fish and Wildlife management is the responsibility of the Game and Fish Department
	Water conservation projects			Ineligible - Except for canal rehabilitation, conservation projects are typically small distribution scale projects
	River restoration projects			Ineligible - These projects have aspects of erosion control, flood mitigation and recreation
	Erosion control projects		Chapter V, Paragraph B, Ineligible	Ineligible - The current program focus is water development, not the protection of property from erosion
	Abatement of pollution		Chapter V, Paragraph B, Ineligible	Ineligible - The CWSRF funding program is available for pollution abatement projects
	Recreation projects		Chapter V, Paragraph B, Ineligible	Ineligible - The focus of the program is the development of water for consumptive use
	Refinancing of previously completed improvements		Chapter V, Paragraph B, Ineligible	Ineligible - The program's intent is to construct new infrastructure, not refinance existing projects.
	Environmental enhancement		Chapter V, Paragraph B, Ineligible	Ineligible - Other agencies such as Game and Fish and the WWNRT fund these types of projects
	Hydropower construction projects		Chapter V, Paragraph B, Ineligible	Ineligible - Sponsors are directed to the SLIB loan program for construction of hydropower projects
	System maintenance		Chapter V, Paragraph B, Ineligible	Ineligible - Considered the responsibility of the Sponsor

**General Notes:**

1. W.S. 41-2-112 requires an emphasis on multi-purpose projects. Projects that embody multiple components from the priority list will be rated higher than single purpose projects.  
Example: A project containing components with priorities 2 and 3 will be rated higher than a project containing only priority 2.
2. While not specifically mentioned in statutes, these facilities are generally included in water development projects.

13-Jul-16

Again, the issue is prioritizing projects within these priorities. For example, I believe the Commission needs to favorably consider prioritizing rehab projects that use some of the Sponsor's own sinking or rehab funds, over projects where the Sponsor just comes to the Commission thinking we will pay for it all. I think we should also require Sponsors to present to the Commission a plan to save sinking or rehab funds into the future so that they don't always have to come to the Commission for free money. Separately I think we should also consider spending our money farther by looking a ways to force some Sponsors who have available funding to pay part of the study costs. I think the Commission is trying to have it both ways--we say the Level I and II studies are the Commissions, so we pay 100%, but then we say the projects are Sponsor driven so that we don't see another application for a Level II (next phase) or Level III until the Sponsor wants to make the application. That seems like a conflict in process to me. I would also take a harder look at the Level I studies and see if there is a way to combine phases in a Level II study which should take less time (i.e. money). I think projects that we really think will come to fruition should have a higher priority.

Project Prioritization Rating - Water Development Account III (Dams and Reservoirs)				
Project Priority	Project Description	Statutory Priority Reference	Existing Operating Criteria Reference	Notes
1	Level III development of new storage in excess of 2000 AF	41-2-121	Chapter V, Paragraph A, Priority 2	Projects develop unappropriated water and new storage capacity
2	Level III development of storage enlargements in excess of 1000 AF	41-2-121	Chapter V, Paragraph A, Priority 2	Projects develop unappropriated water and new storage capacity in conjunction with existing reservoirs
3	Purchase of existing storage as an alternative to building new storage	41-2-114(a)(iv)(A)	Chapter V, Paragraph A, Priority 8	Projects of this type will be considered if they are determined to be the Least Environmentally Damaging Practicable Alternative (LEDPA)
4	Level II feasibility studies	41-2-114		
5	Level I reconnaissance studies	41-2-114		

**General Notes:**

1. Storage projects with multiple beneficial uses will be considered a higher priority than projects with a single beneficial use.

[See prior comments](#)

7/13/2016



**MEMORANDUM OF AGREEMENT BETWEEN  
WYOMING WATER DEVELOPMENT COMMISSION  
AND  
CITY OF SCOTTSBLUFF, NEBRASKA  
PLATTE ALLIANCE WATER SUPPLY, LEVEL II STUDY**

1. **Parties.** The parties to this Memorandum of Agreement [MOA] are the Wyoming Water Development Commission [WWDC], whose address is 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and the City of Scottsbluff, Nebraska [Scottsbluff NE], whose address is 2525 Circle Drive, Scottsbluff, Nebraska 69361.
2. **Purpose.** The purpose of this MOA is to describe the terms and conditions of a joint agreement to fund and conduct the Platte Alliance Water Supply [PAWS] Level II project [Project], a regional interstate drinking water feasibility study. The Project was authorized by the Wyoming Legislature as part of the Wyoming Water Development Program, pursuant to the 2016 Wyo. Session Laws. Ch. 38. As such, the Project shall be completed in accordance with all Water Development Program statutes, criteria, and regulations.
3. **Term of MOA.** This MOA shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOA and shall remain in full force and effect until December 31, 2019.
4. **Authority.** The WWDC is authorized to enter into this MOA pursuant to Wyo. Stat. Ann. § 16-1-101. Scottsbluff NE is authorized to enter into this MOA pursuant to Neb. Rev. Stat. § 13-804. A separate legal or administrative entity is not created by this MOA.
5. **Payment.** Scottsbluff NE agrees to pay the WWDC fifty percent (50%) of the total for consultant contract services completed for the Project. WWDC agrees to pay fifty percent (50%) of the total for consultant contract services completed for the Project. The total payment by both parties for consultant contract services completed for the Project shall not exceed three hundred ninety thousand dollars (\$390,000). All payments for services completed shall be made from the Scottsbluff NE 2016 PAWS project budget and from the WWDC New Development Water Account I – 2016 PAWS Level II planning project budget. Both parties shall provide timely payment in accordance with this MOA.
6. **Data to be Furnished.** All initial, interim, and final information, memoranda, data, reports, and maps as are furnished and/or available to either party for the Project shall be furnished to the other party without charge.
7. **Responsibilities of WWDC.**

**A. Project Management.** In implementing, conducting, and completing the Project, the WWDC shall:

- (i) After consultation with, and advice from Scottsbluff NE, provide the Project consultant all criteria and full information regarding its requirements for the Project and project specifications, as defined by an itemized scope of services for a consultant contract.
- (ii) Allow Scottsbluff NE a role in the WWDC consultant services selection process, including review of proposals, ranking of proposals, interviews, and the final selection decision. The consultant selection will follow guidelines approved by the WWDC on August 19, 2011. Per Wyo. Stat. Ann. § 9-2-1031(a) through 9-2-1031(b), the WWDC shall make the final decision on the consultant services selection.
- (iii) After consultation with, and advice from Scottsbluff NE, enter into and execute the consultant services contract in accordance with Wyo. Stat. Ann. § 9-2-1032, and thereafter administer the contract until cessation.
- (iv) Provide day-to-day project management.
- (v) Copy and submit to Scottsbluff NE all pay invoices, documentation, and status reports for review and request of match payment for total services completed.
- (vi) Remit all invoices to the consultant upon receipt of match payment by Scottsbluff NE.
- (vii) Provide Scottsbluff NE a schedule of all project meetings and provide proper notice and invitation to unscheduled meetings.
- (viii) Provide to Scottsbluff NE all consultant-generated work products.
- (ix) Provide technical input throughout the project on all consultant-generated work products.
- (x) Share all project communication and correspondence with Scottsbluff NE.
- (xi) Examine all interim, draft, and final submittals (studies, reports, summaries, technical memoranda, graphics, estimates of construction costs, and other documents related to the project) and promptly render in writing to Scottsbluff NE the WWDC's opinions pertaining thereto, subject to Scottsbluff NE's right of approval of all final submittals as set forth in paragraph 9 below.

**B. Regional/State Facilitation.** The WWDC shall act as the lead governmental entity in fostering interest, soliciting partners, and introducing project concepts to potential beneficiary communities and water users in eastern Wyoming. WWDC shall also lead in communicating project concepts and opportunities to appropriate State of Wyoming governmental agencies, sub-governmental agencies/organizations, state legislature representatives, state executive branch officials, and Wyoming's U.S. congressional delegation.

## **8. Responsibilities of Scottsbluff NE.**

**A. Project Management.** As a cooperating party in implementing, conducting, and completing the Project, Scottsbluff NE shall:

- (i) Provide the Project consultant and WWDC all criteria and full information regarding its requirements for the Project and project specifications, as defined and guided by an itemized scope of services for a consultant contract.
- (ii) Consult with and advise the WWDC regarding consultant selection for the Project.
- (iii) Share all project communication and correspondence with the WWDC.
- (iv) Provide technical input throughout the project on all consultant-generated work products.
- (v) Examine all interim, draft, and final submittals (studies, reports, summaries, technical memoranda, graphics, estimates of construction costs, and other documents related to the project) and promptly render in writing to the WWDC Scottsbluff NE's opinions pertaining thereto, subject to the right of approval of all final submittals as set forth in paragraph 9 below.

**B. Remittance for Consultant Services Invoicing to WWDC.** Upon receipt from the WWDC, in accordance with Section 7.A.(v) and (vi), matching fund payments by Scottsbluff NE to the WWDC shall be made monthly based on invoices originating from the consultant.

**C. Regional/State Facilitation.** Scottsbluff NE shall act as the lead governmental entity in fostering interest, soliciting partners, and introducing project concepts to potential beneficiary communities and water users in western Nebraska. Scottsbluff NE shall also lead in communicating project concepts and opportunities to appropriate State of Nebraska governmental agencies, sub-governmental agencies/organizations, state legislature representatives, state executive branch officials, and Nebraska's U.S. congressional delegation.

**9. Cooperation.** Recognizing that they are partners in the PAWS project, both parties agree to cooperate with the other party, provide timely communications, and information as requested. The WWDC shall consult with, and be advised by, Scottsbluff NE on decisions relating to the Project. Scottsbluff NE shall consult with, and advise the WWDC on decisions relating to the Project. In the event of disagreement the Parties shall attempt to find a resolution and compromise. If a compromise cannot be attained and there exists an inability to move the Project forward, the WWDC shall retain final decision making authority. Notwithstanding the foregoing, no final submittals (including any studies, reports, summaries, technical memoranda, graphics, estimates of construction costs, and other documents related to the project) shall be approved by the WWDC unless also approved by Scottsbluff NE.

**10. Special Provisions.**

**A. Authority of Persons Executing Agreement.** The persons and entities executing this MOA on behalf of the Parties are recognized by the Parties as those persons and entities authorized to bind the respective Parties to the terms hereof. Each person executing this MOA has the full power and authority to bind the respective party to the terms of this MOA.

**B. Non-waiver.** None of the provisions of this MOA shall be considered waived by any party, except when such waiver is given in writing. The failure of a party to insist in any one or more instances upon strict performance of any of the provisions of this MOA or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or its relinquishment of any such rights for the future, but such provisions and rights shall continue and remain in full force and effect.

**C. Accounting.** Both parties shall keep records of funds and expenditures provided under this MOA in accordance with generally accepted accounting practices.

**D. Termination.** This MOA may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail. Both parties shall split the refund of any payment made under this MOA if such refund is received after termination. Neither party shall be liable to any invoices or fees incurred after the effective date of termination.

**E. Liability.** Neither Party to this MOA or any of its directors, officers, agents, employees and authorized volunteers, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party to this MOA in connection with any work, obligation, authority or any criteria arising out of this MOA.

**11. General Provisions.**

**A. Amendments.** Either party may request changes in this MOA. Any changes, modifications, revisions, or amendments to this MOA which are mutually

agreed upon by the parties to this MOA shall be incorporated by written instrument, executed and signed by all parties to this MOA.

**B. Publicity.** Any publicity regarding the Project, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the parties, shall identify Goshen County, Wyoming - Board of Commissioners as the Level II PAWS study sponsoring entity, and the WWDC and Scottsbluff NE as the funding partners, and shall not be released without prior written approval from the WWDC and Scottsbluff NE. The term publicity in this paragraph shall not include any articles, reports, or other journalism produced by independent third parties as a result of this MOA being discussed and considered by either party at any meeting required to be open to the public.

**C. Availability of Funds.** Each payment obligation of either party is taken upon the promise or availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOA may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOA to acquire similar services from another party.

**D. Entirety of Agreement.** This MOA, consisting of seven (7) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Indemnification.** Neither Party to this MOA agrees to indemnify the other party or to hold harmless the other party from liability thereunder.

**F. Notice.** All notices arising out of, or from, the provisions of this MOA shall be in writing and given to the Parties either by regular mail, email, or delivery in person.

**G. Prior Approval.** This MOA shall not be binding upon either party unless this MOA has been reduced to writing before performance begins as described under the terms of this MOA, and unless this MOA is approved as to form by the Wyoming Attorney General or his representative and the Scottsbluff NE City Attorney.

**H. Severability.** Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

**I. Sovereign Immunity.** The State of Wyoming, WWDC, and Scottsbluff NE do not waive sovereign or governmental immunity by entering into this MOA, and

each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.

**J. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOA shall operate only between the parties to this MOA and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

The effective date of this MOA is the date of the signature last affixed to this page

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Todd L. Werbelow, Secretary

\_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_  
Name Printed:

\_\_\_\_\_  
Date

**CITY OF SCOTTSBLUFF, NEBRASKA**

\_\_\_\_\_  
Randy Meininger, Mayor

\_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_  
Name Printed:

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Samantha Caselli, Assistant Attorney General  
Representing: Wyoming Water Development Commission

\_\_\_\_\_  
Date

**CITY OF SCOTTSBLUFF APPROVAL AS TO FORM**

\_\_\_\_\_  
Howard P. Olsen, City Attorney  
Representing: City of Scottsbluff, Nebraska

\_\_\_\_\_  
Date

**PLATTE ALLIANCE WATER SUPPLY, LEVEL II STUDY  
CONSULTANT CONTRACT FOR SERVICES NO. \_\_\_\_\_**

1. **Parties.** The parties to this Contract are the Wyoming Water Development Commission [Commission], 6920 Yellowtail Road, Cheyenne, Wyoming 82002 and M.C. Schaff and Associates, Inc., 818 South Beltline Highway East, Scottsbluff, Nebraska 69361.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Commission, and administered by the Wyoming Water Development Office [Office] through its Director or his designee.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of this Contract is from the date of the last signature through December 31, 2019. The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term.

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

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, through Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.**

**A. Reimbursement of Expenses.** The Commission agrees to pay the Consultant an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Exhibit B, attached to this Contract and incorporated by reference as part of this Contract, for the services described in Exhibit A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed three hundred ninety thousand dollars (\$390,000).

**B. Project Budget.** The Project budget for each task included in Exhibit A is as follows:



<u>Task</u>	<u>Estimated Cost</u>
1. Project Meetings, Stakeholder/Beneficiary Identification, Outreach	\$ 25,000
2. Research and Review of Existing Information	\$ 4,000
3. Inventory/Evaluate Existing Water Systems	\$ 4,000
4. Water Source Data Collection	\$ 15,000
5. Population Growth, Water Demand Projections	\$ 4,000
6. PAWS Regional System Water Supply	\$ 53,000
7. Creation of a Geographic Information System	\$ 15,000
8. Hydraulic Model	\$ 15,000
9. Evaluation of Regional System Governance & Operations	\$ 15,000
10. Discretionary Task	\$ 15,000
11. Identification of Alternatives, Selection of Preferred Alternatives and Conceptual Designs	\$ 164,000
12. Cost Estimates	\$ 10,000
13. Prioritization of Recommendations	\$ 10,000
14. Regional Water System Economics & Financing	\$ 15,000
15. Reports	\$ 16,000
16. Report Presentations	\$ <u>10,000</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 390,000</b>

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

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Exhibit A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within fifteen (15) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or

this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Exhibit A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. Final Payment.** The final payment shall be made upon acceptance of the final report, receipt of the final billing, and execution of the final contract amendment documenting the final contract amount.

## **5. Responsibilities of Consultant.**

**A. Scope of Services.** The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Exhibit A.

**B. Personnel.** All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

### **C. Subcontracts.**

**(i) Approval Required for Subcontracts.** Any subcontractors and outside associates or consultants required by the Consultant in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Commission during the performance of this Contract. The Consultant shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Commission for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Commission. The Commission approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of the subcontractors, associates, and sub-consultants.

**(ii) Billings for Subcontractors.** Billings for subcontractor, associates or sub-consultants services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Consultant. Subcontract costs will be documented by attaching subcontractor billings to the Consultant's billing submittals. Subcontractors will utilize billing forms provided by the Office, or alternate forms if approved in advance by the Office project manager.

**(iii) Copies of Subcontracts.** The Consultant shall provide to the Commission copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Commission a party of any subcontract entered between the Consultant and a subcontractor.

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

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

**F. Draft of Final Report.** The Consultant shall provide to the Commission and Sponsor(s) a draft of the final report covering all work elements of the Project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Exhibit A. The Commission will respond with written comments to the Consultant as soon as possible. The Consultant will address the comments of the Commission in the final report.

**G. Project Completion Report.** A final project completion report in the form described in Exhibit A shall be submitted to the Commission by the date specified in Exhibit A.

**H. Reports, Maps, Plans, Models and Documents.** One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Commission. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Commission for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the Commission in written and digital forms with the final report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the Consultant to the Commission providing complete documentation of computer programs

developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the Commission.

**6. Responsibilities of the Commission.**

**A. Designated Representative.** The Director of the Office shall act as the Commission's representative with respect to the Consultant's service to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret the Commission's policies and decisions with respect to services covered by this Contract.

**B. Data to be Furnished to the Consultant.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge and the Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Consultant to the Commission and shall promptly render in writing the Commission's decisions pertaining thereto within the time periods specified in Exhibit A.

**D. Provide Criteria.** The Office shall provide all criteria and full information regarding its requirements for the project.

**7. Special Provisions.**

**A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

**B. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Consultant personnel in every phase of performance of Contract related work.

**D. Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Commission may, at its discretion, terminate this Contract without liability to the Commission, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

## **8. General Provisions.**

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

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

**C. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.

**D. Audit/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Contract. The Consultant shall, immediately upon receiving written instruction from the Commission, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the Commission.

**E. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Consultant, the contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of

termination under this section. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

(i) The Commission may undertake or award supplemental or successor contracts for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Commission in all such cases.

(ii) The Commission, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional phases beyond the scope of services included in this Contract.

**G. Certificate of Good Standing.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** The Consultant shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

**I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by the Commission for its release.

**J. Conflicts of Interest**

(i) Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. Consultant shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions or the

University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

**K. Entirety of Contract.** This Contract, consisting of twelve (12) pages, Exhibit A, consisting of seventeen (17) pages, and Exhibit B, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**L. Ethics.** Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Consultant's profession.

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

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Consultant failure to perform any of Consultant duties and obligations hereunder or in connection with the negligent performance of Consultant duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**O. Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

**P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, facsimile, e-mail or delivery in person at the address(es) provided under this Contract. Notice provided by facsimile or e-mail shall be delivered as follows:

Agency: Kevin J. Boyce, P.G., kevin.boyce@wyo.gov, no fax.

Contractor: David A. Schaff, P.E., dschaff@mcschaff.com, (308) 635-7807.

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until the Consultant has obtained the following insurance coverages and provided the corresponding certificates of insurance:

**(i) Commercial General Liability Insurance.** Consultant shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per claimant and One Million Dollars (\$1,000,000.00) per occurrence.



(ii) **Business Automobile Liability Insurance.** Consultant shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

(iii) **Workers' Compensation or Employers' Liability Insurance.** The Consultant shall provide proof of workers' compensation coverage pursuant to the Wyoming Workers' Safety and Compensation program, if statutorily required, or such other workers' compensation insurance as appropriate. Consultant's insurance shall include "Stop Gap" coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.

(iv) **Professional Liability or Errors and Omissions Liability Insurance.** The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect against any and all claims arising from the Consultant's alleged or real professional errors, omissions or mistakes in the performance of Consultant's professional duties under this Contract in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

**V. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming, the Commission and the Office do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

**X. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract.

**Z. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure

solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

**AA. Time is of the Essence.** Time is of the essence in all provisions of the Contract.

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

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9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Todd Werbelow  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**M.C. SCHAFF AND ASSOCIATES, INC.**

\_\_\_\_\_  
David A. Schaff, P.E., Vice-President  
Employer Identification Number: 47-0529287

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Samantha Caselli  
Assistant Attorney General

\_\_\_\_\_  
Date

## **EXHIBIT “A” SCOPE OF SERVICES**

### **A. AUTHORIZATION:**

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

### **B. PROJECT DESCRIPTION:**

1. Location. The study area is comprised of an interstate stretch of the North Platte River Valley and environs extending from Guernsey Reservoir in Wyoming to Bridgeport, Nebraska.
2. Purpose. To perform a Level II study for the Platte Alliance Water Supply, an interstate public water supply feasibility initiative sponsored by Goshen County, Wyoming with matching project funding from the City of Scottsbluff, Nebraska.
3. History.

#### 2003 Level I, Platte-Goshen Regional Master Plan

A reconnaissance level study that produced potential alternatives for a regional public drinking water supply system from Guernsey/Hartville WY down the North Platte River valley to Torrington, and including SE Goshen County communities of Veteran, Yoder, Huntley and Hawk Springs.

[http://library.wrds.uwyo.edu/wwdcrept/Platte/Platte\\_Goshen-Regional\\_Master\\_Plan\\_Level\\_I-Final\\_Report-2004.html](http://library.wrds.uwyo.edu/wwdcrept/Platte/Platte_Goshen-Regional_Master_Plan_Level_I-Final_Report-2004.html)

#### 2006 WWDC Platte River Basin Plan (Wyoming)

<http://waterplan.state.wy.us/plan/platte/2006/finalrept/finalrept.html>  
(WWDC Platte River Basin Plan Update >> available mid-2016)

2013 USDI-Bureau of Reclamation Platte Alliance Water Supply (PAWS) Appraisal Investigation: With a study area consisting of two eastern Wyoming counties, two western Nebraska counties and a planning horizon set to the year 2070, the USDI-BuRec (Great Plains Region-Billings MT) awarded \$180,000 to the applicants (Goshen County WY, Scotts Bluff County NE, City of Torrington WY, and the City of Scotts Bluff NE) to develop an Appraisal Investigation “limited to that necessary to support and identify at least one viable alternative to address the water quality problems in the study area that would warrant further refinement in a more detailed feasibility study”. The investigation produced two action alternatives

for an interstate system that met the funding institution's viability criteria of completeness, effectiveness, efficiency, and acceptability.

2014 USDI – Bureau of Reclamation Platte Alliance Water Supply Appraisal Report:

Documents BuRec "findings pertaining to a completed" 2013 PAWS Appraisal Investigation, i.e., whether the alternatives are appropriate to advance to further analysis via a feasibility study. The Report found that viable alternatives in the Investigation met BuRec requirements to qualify for further analysis.

**C. PROJECT REQUIREMENTS:**

1. Monthly Progress Reports and Billing Statements

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

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

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

a. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Commission for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the Commission in written and digital forms with the final report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. User manuals shall be submitted by the Consultant to the Commission providing complete documentation of computer programs developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the program(s). The computer programs and spreadsheets (written and digital forms) are due on the same date as the final report, which contains the information generated by the programs.

b. To facilitate the Commission's accurate evaluation of the Consultant's work product, computations, conclusions and recommendations, the Consultant shall:

(i) Include in the final report a section describing the assumptions and methodology used by the Consultant in generating the data and conclusions contained in that chapter.

(ii) Maintain a project work file containing the materials used in project analysis. This file will be available for review by the Commission and should be organized in such a way as to allow replication of the steps and procedures used by the Consultant to reach the conclusions described in the study.

(iii) Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

3. Cost Estimates

The Consultant shall use the following guidelines in calculating project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
 Cost of Project Components	 \$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
 Total Project Cost (Subtotal #1 + Subtotal #4)	 \$ _____

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

#### 4. Final Report

The Consultant shall use the Contract Scope of Services as the outline for draft and final reports so that Consultant compliance with Contract provisions can be verified. If the final report contains information of an engineering nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Engineer licensed in the State of Wyoming. If the final report contains information of a geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Geologist licensed in the State of Wyoming. If the final report contains information of both an engineering and geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by both a Professional Engineer and a Professional Geologist licensed in the State of Wyoming. At a minimum, the reproducible original to be submitted as part of the deliverables required herein must utilize an original seal(s) and original signature(s).

#### 5. Final Report - Digital Format

In addition to the paper submittal described in Section C.4 above, the Consultant shall also provide the final documents and related materials in a digital format. This digital report shall be contained on CD/DVD(s), and shall be in Searchable Image Adobe Acrobat format.

#### 6. Anticipated Project Funding Assistance

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

If required in the Contract Scope of Services, the Consultant shall provide the information necessary to complete applications to RUS, the Office of State Lands and Investments, and any other identified funding sources.

## 7. Project Access

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

## 8. Stand-By Time

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

### **D. SCOPE OF SERVICES:**

#### **Task 1. Project Meetings, Stakeholder/Beneficiary Identification, Outreach**

a. A scoping meeting shall be held early in the project schedule, in the project area, to familiarize the Sponsor and potential public water supply beneficiaries with the scope of the project, as well as obtain input from affected parties (stakeholders). The Consultant may be required to publish notice of the meeting as necessary. The Consultant will prepare a presentation including maps and other visual aids as necessary to explain the project. The Consultant shall budget for quarterly project update/status meetings thereafter to alternate between chosen Wyoming and Nebraska locations.

The Consultant shall notify the Office project manager in advance of any meetings with the project sponsor, and shall coordinate all meetings with the Office project manager.

b. The Consultant shall identify stakeholders who have interest and/or are potentially affected by the project. Primary entities will be the breadth of water-users in the project area, followed by other individuals/entities with direct or indirect entitlement or authority, those economically influenced by the project, agencies providing assistance/funding, and the general public. Stakeholders shall be classified or categorized for representation, further communication, and information dissemination. Contact information shall be acquired from identified and interested stakeholders for the purposes of keeping the parties informed as the project advances.

The Consultant shall then identify and profile all potential drinking water users whom may benefit from a regional supply system. Those would include, but not necessarily be limited to, municipalities, water districts, rural sub-divisions, home-



owners associations, non-transient non-community facilities, transient non-community facilities, and individual rural domestic service connections. Local land-use plans shall be also consulted in determining future regional expansion consideration.

c. In an effort to maintain public interest and involvement during the course of the study, the Consultant shall develop a project information/status outreach program. This effort may be accomplished via mainstream media outlets, social media formats, etc. Outreach may assume the form of formal or informal presentations to local governing body meetings, social gatherings, service club luncheons, or public events. The Consultant shall also seek out local or regional economic development or other support organizations for advice, consultation, and information sharing.

## **Task 2. Research and Review of Existing Information**

The Consultant will gather and review the existing information and assistance related to drinking water use in the project area. This includes information and assistance available through the Wyoming Water Development Office, University of Wyoming Water Resources Data System, Wyoming State Engineer's Office, Wyoming Department of Environmental Quality - Water Quality Division, Nebraska Department of Natural Resources, Nebraska Department of Environmental Quality – Water Quality Division, North Platte (NE) Natural Resource District, U.S. Environmental Protection Agency - Region VII and Region VIII, USDI Bureau of Reclamation, USDI U.S. Geological Survey, Goshen County WY, Platte County WY, Scottsbluff County NE, Morrill County NE, Wyoming Association of Rural Water Systems, Nebraska Rural Water Association, Midwest Assistance Program, WY/NE County Conservation Districts, and any other sources as appropriate.

Previous reports on the regional water system concept and/or individual public water supply master plans/studies shall be included in the existing information reviewed. Improvements recommended in these reports should be documented. In addition, the status of those recommended improvements (i.e., ignored, completed, in progress, or pending) should be identified.

The Consultant shall review and list all local area plans, zoning ordinances, annexation policies and other regulations that may affect this project.

## **Task 3. Inventory and Evaluate Existing Water Systems**

The Consultant shall complete the following tasks.

- a. Inventory and evaluate the existing infrastructure to determine its ability to meet current water demands and ability to convert to regional supply demands developed in Task 5.
- b. Where applicable, assess the capacity of existing water treatment plants, wells, transmission pipelines, storage tanks, pump stations, PRV stations, flow monitoring stations, and other major components of the water supply system. Identify “bottlenecks” and make recommendations for improvements needed to address these limitations.
  - i. Identify those components that presently require repair or replacement and have recently been repaired or replaced.
  - ii. Identify those components that will require repair or replacement within the next twenty (20) years and provide a schedule for the needed improvements.

#### **Task 4. Water Source Data Collection**

The Consultant shall gather and analyze data for all water supply sources for the public water supply system(s) in the study area, including but not limited to: water right permits/priority/status, capacity, pumping rates, well depth, casing diameter, pump capacity, hydro-stratigraphic completion interval, and spring information as well as surface water diversions, diversion rate, and water treatment plant capacities, as applicable. The Consultant shall determine if the water supply sources are limiting the ability to meet present and future water demands and, if so, identify reasons (e.g., water quality, interference-regional drawdown, imminent mechanical/construction failure, operation costs, etc.). In addition, the Consultant shall determine the fate and potential conversion (e.g. to raw water use) of source supplies that may become idle as a result of introducing a regional supply source.

#### **Task 5. Population Growth, Water Demand Projections**

The Consultant shall develop growth projections for the regional water service area. Historic population data obtained from the Economic Analysis Division of the Wyoming Department of Administration and Information (EAD/DA&I) and the Nebraska Department of Economic Development (NEDED) will be used as the basis of the projections. (See <http://eadiv.state.wy.us/> and <http://www.neded.org/business/data-a-research>) Alternate population projections will be developed considering recent growth trends, projections developed by the EAD/DA&I/NEDED, and projections from other sources including, but not limited to those that may be available through municipal and county planning agencies. The Consultant shall provide graphic representations of each alternate population projection.

Regional water demand projections will be developed based on historical water use records. Alternate demand projections will be developed that consider wholesale provision of potable water to metered junction locations, commingling with existing supplies, and assurance that PAWS-supplied water will not be used for irrigation (>1 acre use, i.e., golf courses, cemeteries, athletic fields, parks, etc.). The Consultant may offer suggestions relating to existing rate structures and metering procedures.

One of the early coordination meetings described in Task 1 will be held to determine the population projections and planning boundaries based on a service area composed of those communities and rural areas that are more evidently stressed by poor source supplies and may be feasibly treated in the advancement of the study. The planning boundaries will also be based on discussions as to where future growth may occur. For example, the growth may occur within the corporate limits, the existing service area, or outside of both.

### **Task 6. PAWS Regional System Water Supply**

In order to alleviate the aggravating conditions of existing water supplies identified in Task 4 and to identify a feasible and reliable long-range alternative supply, the Consultant shall propose and rank sites for optimal supply acquisition. The following criteria shall be used to characterize each site for consideration:

- Legal location, latitude-longitude, elevation, and cursory surveys as necessary
- Surface ownership
- Intake means (e.g., diversion gallery, gravity feed, siphon, pump-lift, penstock, etc.)
- Facility plant-size requirements with respect to site restraints.
- Water quality potential - The Consultant shall review existing water quality reports, or perform water quality testing if no reports are available, to determine how each water supply source complies with EPA- governed Safe Drinking Water Act (SDWA) standards and treatment rules. Source water quality will determine treatment method(s) to be instituted in conceptual design and cost estimating.
- Water rights and interstate compact issues - The Consultant will review the status of the available natural flow, potential water transfers, earmarked municipal pools, and other supply opportunities in order to produce a tabular inventory of these classifications, and provide a navigation of the institutional pathway(s) to secure supply opportunities for the project. The inventory shall include priority dates, quantities, permitted uses, permit conditions, and other pertinent data. Historic use of water under key permits will be estimated to determine if the water rights must be expanded or

altered to accommodate the recommendations in this project. The Consultant will also review any water supply contracts available for perpetual use and/or temporary supplementary needs and discuss their purpose and importance to a conceptual regional supply portfolio. The binding interstate compact agreement imposed on the North Platte River shall be explored by the Consultant to determine any and all implications on the intention to build the project. **It is key to the project that a firm and reliable appropriation, including redundant supply assurances if necessary, is accomplished prior to final design of the project and an ultimate adjudication may be secured upon beneficial use by regional users.**

- Distance to/from key regional system components and impedances (e.g., storage, transmission, distribution, easement acquisition, river/stream/railroad/highway crossings, etc.)
- Operational requirements - power supply, skilled personnel, transportation, security, etc.
- Ability to obtain Permits to Construct – State of Wyoming and State of Nebraska
- Hydropower potential
- Federal nexus (i.e., permits, NEPA, compliance, reporting, etc., not related to federal-backed financing)
- Deleterious impacts and mitigation

The Consultant shall score and rank the sites based on the above criteria.

#### **Task 7. Creation of a Geographic Information System**

The Consultant shall complete the following tasks for the GIS.

- a. DATA PLAN. The Consultant will create a GIS using certain specified data collected during this study. A plan will be developed for the GIS system which will include but may not be limited to data collection methods, features mapped, attributes collected, projections, documentation, and software version. **No work shall proceed until this plan is approved in writing by the Office Project Manager.**
- b. FEATURE MAPPING. As a minimum, this data will include location of system components, information related to those components, digital photographs, and other pertinent information. Where applicable, the Consultant shall collect geographic data for major water system facilities, including wells, springs, diversions structures, water treatment plants, storage tanks, pump stations, PRV stations, transmission line locations and other major system components including those that are pertinent for building the

hydraulic model. Mapped features will be attributed accordingly, and labeled with appropriate nomenclature. Digital photos collected in the field will be hyperlinked to the mapped features. The Consultant shall use the most recent/or accurate USGS topographic maps, DOQQs and/or aerial photos for data creation or backgrounds as discussed with the Office Project Manager in the data plan. Project GIS deliverables shall be organized in such a way as to allow easy replication of the maps in the final project report.

- c. **FORMATS and STANDARDS.** The Consultant will provide GIS vector data in an ESRI geodatabase, or as shapefiles. GIS data shall be saved in the Decimal Degree Coordinate system with a NAD83 datum, stored in feet, for all mapped features. Project GIS deliverables may also include linked nonspatial data/databases (.accdb, .xlsx), rasters (various formats), photographs (.jpg), maps (.pdf), and file integrated metadata references (.xml, .txt). Collection of geographic information should be accomplished utilizing a portable GPS unit capable of containing a “data dictionary,” with post processing to sub-meter accuracy. Attributes collected in support of the project shall be described in the metadata.
- d. **PROJECT AREA.** Included in the GIS deliverables shall be a single shapefile with the project area boundaries. Metadata, projection, datum, and general attribute data related to the project area boundaries should be included as ancillary files.

## **Task 8. Hydraulic Model**

The Consultant shall construct a new hydraulic model and utilize existing hydraulic models, if available, of the regional water supply system as feasibly envisioned, utilizing one of the following software platforms or an Office approved equal:

- Innovyze/MWH Soft: InfoWater (ArcGIS based); H2OMap Water (stand-alone); or H2ONet (AutoCAD based)
- Bentley/Haestad Methods: WaterGEMS (ArcGIS based); WaterCAD (AutoCAD based or stand-alone)

The Consultant shall schematically model the proposed system(s). The model shall be properly calibrated to available data sets or known system behavior. The Consultant shall evaluate the adequacy of the water transmission and distribution systems to meet current and future pressure and flow requirements based on maximum day demands. The Consultant shall consider only treated drinking water in the evaluation. The model shall be detailed enough to satisfy the needs of the project and shall be constructed to serve as a baseline to aid in the operation and

maintenance of the system. In addition, the model should be constructed to allow for future updates.

The Consultant shall coordinate with the Office project manager in the completion of this task and in terms of the extent of the model and acquisition of model input, including but not limited to the following:

- Nodal Elevations
- Demands
- Diurnal Curve(s)
- Pump Curves
- Valve Settings
- Pipe Diameters and Material
- Tank Geometry

### **Task 9. Evaluation of Regional System Governance and Operations**

The Consultant shall develop recommendations for administration of an interstate regional supply system/utility. This shall be accomplished by reviewing existing laws for configuring a joint arrangement to oversee operations, maintenance, and revenue generation. Gaps in existing authority or protections, that may present a barrier or liability to formation of the interstate regional system in local ordinances or state and federal jurisdictions, shall be addressed with recommendations for resolution. Similar interstate and regional ventures as may exist elsewhere in the U.S. shall be identified and consulted regarding legal formation, bylaws, operating criteria, rate structures, etc.

The Consultant shall evaluate the management and operation of the public water supply systems in the study area to determine what procedural changes would be beneficial if regional supply is instituted. If so, the Consultant shall detail those changes. Results of the hydraulic model simulations can serve as a basis for this task, along with observations and discussions with system operators.

### **Task 10. Discretionary Task**

The Consultant will place \$15,000 of the proposed project budget in this discretionary task. The task is to allow changes in the scope as the project develops or as new issues are discovered. The Consultant and Office project manager will agree on any work to be accomplished under this task and the cost of the work. **No work will be initiated or funds spent for this task without direct written instructions from the Office project manager.**

**Task 11. Identification of Alternatives, Selection of Preferred Alternatives and Conceptual Designs**

The Consultant shall identify and evaluate reasonable alternatives for supply, transmission, treatment, and distribution components, and incorporation of existing system infrastructure. The impact of the various alternatives on operation and management shall be considered. The Consultant shall prepare conceptual designs and alignments for preferred water supply components selected herein as instructed by the WWDO project manager. This may include treatment facilities, pumping facilities, pipelines, singular/manifold connections, meter vaults, pressure valves, power transmission facilities, storage facilities, etc., and any other appurtenances necessary to make the system function in the manner intended. The Consultant shall include maps, drawings, and other items to clearly present their proposed conceptual designs.

**Task 12. Cost Estimates**

The Consultant shall prepare conceptual level cost estimates in tabular form for each of the system improvement options. The table will be broken down into both Commission eligible and non-eligible costs. Cost estimates for each infrastructure improvement shall be prepared as outlined in Section C of this Scope of Services. Cost estimates should consider operation and maintenance costs, administrative costs, debt retirement, repair and maintenance account funding, and cost(s) for water. These cost estimates should be itemized so the sponsor and the Commission can understand each cost component comprising the total cost estimate. The cost estimates will be inflated assuming construction of first priority infrastructure improvements will begin 3 years after the date of completion of this report and the remaining improvements will be completed in accordance with an appropriately developed schedule (Task 13). The construction cost estimates will include costs of design, permitting, land acquisition, construction engineering, construction, and construction contingencies.

**Task 13. Prioritization of Recommendations**

The Consultant shall develop two matrices of recommendations generated during the study. One matrix will address non-structural improvements suggested for the funding, operation, maintenance, and replacement of the system. The second matrix will address needed infrastructure improvements.

The Consultant, in coordination with the Sponsor and the Office project manager, will prioritize the recommendations in both matrices. In addition, a schedule will be developed identifying a phased approach for the implementation of the recommendations in accordance with their priority.

#### **Task 14. Regional Water System Economics & Financing**

The Consultant shall work with beneficiaries to acquire all necessary financial data required for this task to determine the current individual system budgeting and anticipated future regional water system revenues and expenditures. To initiate this task, the Consultant shall determine if beneficiaries have water utility enterprises in which existing water revenues allow the water system to be financially self-supporting or if beneficiaries must subsidize the water system from other budgets and revenues such as bonds, grants, etc. In order for a water system to be self-supporting, revenues should be sufficient to accomplish the following:

- Retire existing water related debt (principal and interest).
- Pay the costs for employees.
- Pay the costs of materials, supplies, utilities, and outside services necessary to operate and maintain the water system and provide normal improvements and replacement requirements for the system.
- Pay for administrative and overhead expenses.
- Provide an emergency fund that annually accrues at least an amount equal to 1.5% – 2.5% of the operating expenses.
- Provide a fund that accrues sufficient funds to pay for major repairs and replacement that will be required during the next twenty (20) years.
- Pay other costs as may be identified by the Consultant.

The Consultant shall first use the above criteria to make recommendations on the beneficiaries' current water revenue structures (rates, tap fees, and other) that would convert to and support a regional water system based on a revenue structure that encourages water conservation (tiered water rates). The current water revenues shall be compared against current water expenditures based on the last five (5) years of data (if available). The Consultant shall prepare a suggested itemized annual budget for a future regional water system that would result in the system becoming and staying financially self-supporting.

Next, the Consultant shall prepare four (4) funding scenarios for consideration by the Sponsor that offer adjustments in revenues necessary to accommodate the prioritized recommendations and schedules developed in Task 13 and the cost estimates developed in Task 12. The Consultant shall present these amended water revenue structures that would support the identified system improvements while maintaining the system as financially self-supporting. Within these adjustment scenarios, the Consultant shall demonstrate the effects on the average monthly bill for residential water users. These estimated average monthly bills will be compared against American Water Works Association (AWWA) standard of 2.5% of the annual median household income divided by 12 months. These scenarios shall be presented in the draft and final report in a tabular or other clear



and concise format. The adjustment in revenues will be presented based on the following four (4) scenarios:

1. There will be no state or federal funding assistance.
2. Funding for WWDC eligible components will be in the form of a 67% grant and 33% loan, but funding for WWDC non-eligible components will only be in the form of loans from other programs.
3. To replace the loan available through the Water Development Program for both WWDC eligible and non-eligible improvements, two other loan sources shall be examined: 1) There will be federal loans from Wyoming/Nebraska Drinking Water State Revolving Fund Program (DWSRF); and, 2) There will be federal loans from USDA Rural Development. Both of these federal-based loan sources shall be considered, analyzed, and presented independently. The Consultant shall contact these agencies early in the project should the possibility exist that the Sponsor may seek funding from them. The Consultant shall obtain and review the latest versions of relevant guidance documents, forms, bulletins, supplements, information, etc. from each agency. The Consultant shall also research and define the federal National Environmental Policy Act (NEPA) requirements for securing such loans in terms of the environmental review (ER) efforts specifically needed for each agency. Throughout this task, the Consultant shall carefully distinguish and be mindful of the differences between DWSRF and RD in terms of available loan packages and ER/EA requirements. DWSRF and RD guidance and contact information is as follows:

For DWSRF:

Forms and Guidance:

Wyoming:

<http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/forms-guidance/>

Contact: Kevin Frank, SRF Project Engineer, DEQ Casper Field Office, 152 N. Durbin Street, Suite 100, Casper, WY 82601. 307-473-3471. Email

[kevin.frank@wyo.gov](mailto:kevin.frank@wyo.gov)

Nebraska:

<http://deq.ne.gov/NDEQProg.nsf/OnWeb/DWSRLF>

Contact the Nebraska Department of Health and Human Services – Department of Public Health DWSRF program staff at 402-471-1006. Staff can help guide you through the planning process, and identify alternative financing sources.

For USDA RD:

Forms and Guidance: <http://www.rd.usda.gov/programs-services/all-programs/water-environmental-programs>

Contact:

Wyoming: Lorraine Werner, Community Programs Director, Casper State Office, NACS President, 100 East B Street, Room 1005, Casper, WY 82601. Tel 307-233-6710

Nebraska: Denise Brosius-Meeks, Community Programs Director, Nebraska State Office, Suite 308 Federal Building, 100 Centennial Mall North, Lincoln, NE 68508. Tel 402-437-5559

4. There will be grants from the DWSRF, RD, and other sources to replace part of the loan available through the Water Development Program for WWDC eligible improvements and/or all or a portion of the non-eligible improvements. The Consultant shall research and fully consider all eligibility requirements, application nuances, and all logistical and timing challenges that may occur, report the amount of grant funds that may be available through each agency, and analyze the probability of the Sponsor securing a grant for the project(s) in question.

Lastly, in order to demonstrate whether the water system has the technical, financial, and managerial capabilities to ensure current and ongoing successful operations, the Consultant shall complete the most recent Capacity Assessment and Financial Worksheets as provided by Wyoming Department of Environmental Quality (DEQ). Water systems must meet these capacity development requirements before a construction permit can be issued, and it is also part of eligibility for Drinking Water State Revolving Fund (DWSRF) loans. These worksheets shall be completed by the Consultant whether the Sponsor is anticipating DWSRF funding or not. Completed worksheets shall be submitted as an appendix within the final report to this project. Worksheets are available at <http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/capacity-development/> or by contacting DEQ directly.

It should be noted that the Sponsor's ability to pay for the project in a timely manner is a key consideration in the WWDC's funding decisions. The annual requests for WWDC funding typically exceed the funding available. There are often uncertainties and delays in acquiring loans and, particularly, grants from other funding agencies. Therefore, the WWDC may give priority in its Level III funding deliberations to the projects in which the Sponsor has been advancing on a specific financing plan and there is documented evidence that the financing will be in place within the calendar year in which the Level III project funding is approved by the Legislature. If the WWDC finds it necessary to delay Level III funding requests due to the schedule for

the financing plan, the WWDC may provide assurance to the Sponsor that it will recommend Level III funding the following year if the project financing is completed. This assurance can be used to assist the Sponsors in securing financing from other entities.

### **Task 15. Reports**

The Consultant shall submit to the Office five (5) hard copies of a draft report describing the results of all work completed in this study, no later than July 1, 2018. Five (5) CD/DVD copies containing the draft report in a Searchable Image Adobe Acrobat (pdf) format will also be provided, and two (2) CD/DVD copies of the draft ArcGIS coverages (if applicable). The digital report will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

After receipt and incorporation of the Office and the Sponsor's review comments, the Consultant shall submit all final documents and materials to the Office on or before September 1, 2018. These final documents and materials shall include: 1) Fifteen (15) hard copies of the final report and 2) Fifteen (15) hard copies of the executive summary. The summary shall outline the purpose, findings, recommendations and configuration of the project, and shall include detailed cost estimates. The summary should not exceed ten (10) pages. Any final reports which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, consultant and date.

Six (6) CD/DVD copies containing the final report and executive summary in a Searchable Image Adobe Acrobat (pdf) format will be provided. The digital report will be completely assembled into one standalone Acrobat file for each report, and will be the same version as the hard copy. Each CD/DVD shall have a hard copy table of contents attached.

Two (2) CD/DVD copies containing the final report and executive summary in their original formats (Word, Excel, etc.), and Searchable Image Adobe Acrobat (pdf) format will be provided. The Acrobat version will be completely assembled and contained in one pdf file. These files will be the same version as the hard copies. Each CD/DVD shall have a hard copy table of contents attached.

Four (4) CD/DVD copies of the hydraulic model project file and all associated files shall be provided if applicable. The files shall create a working model that is fully functional and can be modified. Each CD/DVD shall have a hard copy table of contents attached. One of these copies will be included in the project notebook.

Four (4) CD/DVD/Flash Drive/Portable Hard Drive copies of the Arcview GIS project file, and all associated files will be provided. The GIS project files should

be provided as ESRI ArcGIS mxd files saved with relative path names to data sources, and shapefiles saved in the decimal degree coordinate system with a NAD83 datum stored in feet for all mapped features. A hard copy table of contents shall be attached.

One (1) project notebook containing the working files used in this project will be provided. The project notebook files shall include descriptions of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the Consultant to reach the conclusions described in the final report. The preferred format for the project notebook is digital. Any project notebooks which have been submitted in three-ring notebook format shall have spine labels clearly identifying the project, consultant and date.

### **Task 16. Report Presentations**

Upon completion of the draft final report, the Consultant shall present the findings of the study at a public meeting near the project area. Information and materials to be presented at the public meeting shall be developed by the Consultant after consultation with the Office project manager. The Consultant's key project personnel shall attend the hearing and will participate in the presentation. The Consultant shall be responsible for developing a record of the meeting which shall become an appendix in the final report. The record will include: any formal and/or informal notices; an affidavit of publication from the legal notice (public hearings only); any materials presented or handed out at the meeting; a record of attendance; any written comments, statements, or exhibits received; recorded testimony, or a memorandum summarizing the views and comments presented at the meeting; and other pertinent data. The Consultant will also budget for a meeting in Cheyenne or Casper to present the results to the WWDC. This presentation may be at the request of the Commission for general informational purposes and/or to act as a technical resource for the sponsor if they intend to seek Level III funding. These presentations are independent of the meetings included under Task 1.

The Consultant shall coordinate with the Office project manager in planning for the presentations to ensure adherence to Office established policies and guidelines.

The report presentation for this Level II Study shall also serve as a public hearing, with WWDC Office personnel serving as the hearing officer. The Office is responsible for publishing a legal notice of the meeting in a statewide newspaper, once each week for three (3) weeks prior to the hearing; and in the local publication up to three (3) times prior to the hearing.

**EXHIBIT "B"**  
**HOURLY RATE AND REIMBURSABLE EXPENSES**  
**PRICE SCHEDULE 2016**

**M.C. SCHAFF AND ASSOCIATES, INC.**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Professional Engineer	\$140.00
Design Engineer	\$ 95.00
GIS Technician	\$ 75.00
Licensed Land Surveyor	\$140.00
Survey Crew- 1 Man	\$100.00
**Includes GPS Equipment**	
Survey Crew- 2 Man	\$150.00
**Includes GPS and Total Station Equipment**	
Inspector	\$ 67.00
Draftsman	\$ 67.00
Administration	\$ 58.00
Geologist	\$135.00
Auto CADD Usage	\$ 20.00
<b><u>Other Reimbursable Expenses</u></b>	
Lodging & Meals	At cost
Mileage	\$0.54/mile
Reimbursable Expenses	At cost

\* **Actual Cost** - this requires that charges be supported by a copy of the original receipts with each invoice submitted (per State rules).

**LEAVITT RESERVOIR EXPANSION PROJECT  
THIRD-PARTY NEPA CONTRACTOR SERVICES  
CONSULTANT CONTRACT FOR SERVICES NO. \_\_\_\_\_**

1. **Parties.** The parties to this Contract are the Wyoming Water Development Commission [Commission], 6920 Yellowtail Road, Cheyenne, Wyoming 82002 and AECOM Technical Services, Inc. [Consultant], 1601 Prospect Parkway, Fort Collins, CO 80525.

2. **Purpose of Contract.** The purpose of this Contract is for the Commission to retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Commission, and administered by the Wyoming Water Development Office [Office] through its Director or his designee.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of this Contract is from the date of the last signature through December 31, 2019. The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term.

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

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, as provided by Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, through Wyo.Stat. § 9-2-1016(b)(iv).

4. **Payment.**

**A. Reimbursement of Expenses.** The Commission agrees to pay the Consultant an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Exhibit B, attached to this Contract and incorporated by reference as part of this Contract, for the services described in Exhibit A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed one million, two hundred twenty-two thousand, one hundred ninety-three dollars (\$1,222,193.00).

**B. Project Budget.** The Project budget for each task included in Exhibit A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
1. Document Review and Data Analysis	\$ 65,635.00
2. USACE Meetings and Coordination	\$ 20,907.00
3. Project Kickoff	\$ 15,013.00
4. Quality Control Plan and Work Schedule	\$ 81,926.00
5. NEPA Scoping Meetings and Report	\$ 21,742.00
6. Draft NEPA Documents	\$ 422,113.00
7. Draft EIS Public Meeting	\$ 13,957.00
8. Public Comment Analysis	\$ 49,847.00
9. Final NEPA Documents	\$ 152,891.00
10. Preparation and Publication of the Record of Decision	\$ 19,362.00
11. Unanticipated Meetings	\$ 50,788.00
12. Administrative Record	\$ 58,012.00
13. Discretionary Task	\$ 250,000.00
<b>Total Project Cost</b>	<b>\$1,222,193.00</b>

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

**C. Billing Procedures.** The Commission shall pay the Consultant upon receipt of billing reports as the services are performed for the various tasks outlined in Exhibit A. The Director of the Office will initiate the payment process promptly upon the receipt of a verified statement of services, and payment shall be made within fifteen (15) days following receipt by the Commission.

**D. Money Withheld.** When the Commission has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Commission may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Commission against such loss. These amounts may be withheld until the cause for the withholding is cured to the Commission's satisfaction or this Contract is terminated pursuant to Section 8Y. Any amount so withheld may be retained by the Commission for such period as it may deem advisable to protect the Commission against any loss. This provision is intended solely for the benefit of the

Commission and no person shall have any right against the Commission by reason of the Commission's failure or refusal to withhold monies. No interest shall be payable by the Commission on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Commission.

**E. Withholding of Payment.** If a work element has not been received by the Commission by the dates established in Exhibit A, the Commission may withhold all payments beginning with the month following that date until such deficiency has been corrected.

**F. Final Payment.** The final payment shall be made upon acceptance of the final report, receipt of the final billing, and execution of the final contract amendment documenting the final contract amount.

## **5. Responsibilities of Consultant.**

**A. Scope of Services.** The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Exhibit A, under the assumptions listed in Exhibit C.

**B. Personnel.** All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

### **C. Subcontracts.**

**(i) Approval Required for Subcontracts.** Any subcontractors and outside associates or consultants required by the Consultant in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Commission during the performance of this Contract. The Consultant shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Commission for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Commission. The Commission approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of the subcontractors, associates, and subconsultants.

**(ii) Billings for Subcontractors.** Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Commission at the actual costs as billed to the Consultant. Subcontract costs will be documented by attaching subcontractor billings to the



Consultant's billing submittals. Subcontractors will utilize billing forms provided by the Office, or alternate forms if approved in advance by the Office project manager.

**(iii) Copies of Subcontracts.** The Consultant shall provide to the Commission copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Commission a party of any subcontract entered between the Consultant and a subcontractor.

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

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

**F. Draft and Final NEPA Documents.** The Consultant shall follow the EIS format in the BLM Handbook, as approved by the BLM, for the Draft EIS, Final EIS, Technical Reports and Appendices and provide copies as outlined in Exhibit A Scope of Services.

## **6. Responsibilities of the Commission.**

**A. Designated Representative.** The Director of the Office shall act as the Commission's representative with respect to the Consultant's service to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret the Commission's policies and decisions with respect to services covered by this Contract.

**B. Data to be Furnished to the Consultant.** All information, data, reports, and maps as are available to the Commission and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge and the Office shall cooperate with the Consultant in every way possible in the carrying out of the project.

**C. Review Reports.** The Office shall examine all draft and final NEPA documents presented by the Consultant to the Commission, per BLM's approval, and shall promptly render in writing the Commission's comments and decisions pertaining thereto within the time periods developed in Exhibit A.

**D. Provide Criteria.** The Office and BLM shall provide all criteria and full information regarding its requirements for the project.

## 7. Special Provisions.

**A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

**B. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant, shall identify the Commission as the sponsoring entity and shall not be released without prior written approval from the Commission.

**C. Monitor Activities.** The Commission shall have the right to monitor all Contract related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Consultant personnel in every phase of performance of Contract related work.

**D. Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Commission may, at its discretion, terminate this Contract without liability to the Commission, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

## 8. General Provisions.

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

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

**C. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission.

**D. Audit/Access to Records.** The Commission and any of its representatives shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Contract. The Consultant shall, immediately upon receiving written instruction from the Commission, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the Commission.

**E. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Consultant, the contract may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Commission to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.**

**(i)** The Commission may undertake or award supplemental or successor contracts for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Commission in all such cases.

**(ii)** The Commission, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional phases beyond the scope of services included in this Contract.

**G. Certificate of Good Standing.** Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** The Consultant shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

**I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by the Commission for its release.

## **J. Conflicts of Interest**

(i) Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Commission or a disclosure which would adversely affect the interests of the Commission. Consultant shall notify the Commission of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to insure that the file, evidence, evaluation and data are provided to the Commission or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

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

**K. Entirety of Contract.** This Contract, consisting of eleven (11) pages, Exhibit A, consisting of twenty (20) pages, Exhibit B, consisting of two (2) pages, and Exhibit C, consisting of seven (7) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**L. Ethics.** Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Consultant's profession.

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

**N. Indemnification.** The Consultant shall release, indemnify and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Consultant

failure to perform any of Consultant duties and obligations hereunder or in connection with the negligent performance of Consultant duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Consultant's malpractice or malfeasance.

**O. Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Commission. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

**P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, e-mail or delivery in person at the address(es) provided under this Contract. Notice provided by e-mail shall be delivered as follows:

Agency: Jason Mead, [jason.mead@wyo.gov](mailto:jason.mead@wyo.gov)

Contractor: Dan Gregory, [dan.gregory@aecom.com](mailto:dan.gregory@aecom.com)

**Q. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The Consultant shall provide the Commission with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

**R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Commission.

**S. Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction.

**T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

**U. Proof of Insurance.** The Consultant shall not commence work under this Contract until the Consultant has obtained the following insurance coverages and provided the corresponding certificates of insurance:

**(i) Commercial General Liability Insurance.** Consultant shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per claimant and One Million Dollars (\$1,000,000.00) per occurrence.

**(ii) Business Automobile Liability Insurance.** Consultant shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

**(iii) Workers' Compensation or Employers' Liability Insurance.** The Consultant shall provide proof of workers' compensation coverage pursuant to the Wyoming Workers' Safety and Compensation program, if statutorily required, or such other workers' compensation insurance as appropriate. Consultant's insurance shall include "Stop Gap" coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.

**(iv) Professional Liability or Errors and Omissions Liability Insurance.** The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect against any and all claims arising from the Consultant's alleged or real professional errors, omissions or mistakes in the performance of Consultant's professional duties under this Contract in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

**V. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**W. Sovereign Immunity.** The State of Wyoming, the Commission and the Office do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of

sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

**X. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

**Y. Termination of Contract.** This Contract may be terminated, without cause, by the Commission upon fifteen (15) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract.

**Z. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

**AA. Time is of the Essence.** Time is of the essence in all provisions of the Contract.

**BB. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

**CC. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

9. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(xiv).

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Todd Werbelow  
Secretary

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**AECOM TECHNICAL SERVICES, INC.**

\_\_\_\_\_  
Ed Toms, P.E., Water Business Manager  
Employer ID #95-2661922

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

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

\_\_\_\_\_  
Samantha Caselli  
Assistant Attorney General

\_\_\_\_\_  
Date



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **A. AUTHORIZATION**

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

#### **B. PROJECT DESCRIPTION**

1. Location: The Project site is located near the Town of Shell, Wyoming primarily in T54N; R92W; Sections 13, 14, 23, 24 and 25.
2. Purpose: To assist the BLM in the preparation of an Environmental Impact Statement (EIS) that will address the issues and analyze a range of alternatives for the Leavitt Reservoir Expansion Project on behalf of the Wyoming Water Development Commission (Commission) and Office (Office).

The Commission is pursuing authorization from the United States Department of Interior, Bureau of Land Management, Cody Field Office (BLM) under the Federal Land Policy and Management Act (FLPMA) and the U.S. Army Corps of Engineers, Omaha District (USACE), under the provisions of Section 404 of the Clean Water Act for Project. The Commission has filed a Right-of-Way (ROW) application with the BLM and will file a 404 Permit application with the USACE.

The Consultant will prepare a comprehensive and defensible EIS for the Project that fully meets the requirements of:

- Council on Environmental Quality (CEQ) (40 CFR Parts 1500-1508)
  - DOI NEPA regulations at 43 CFR Part 46
  - DOI Departmental Manual 516
  - BLM NEPA Handbook (H-1790-1)
  - Section 404 (b)(I) Guidelines (40 CFR Part 230)
  - USACE Regulatory Program Regulations (33 CFR Parts 320-330; 33 CFR Part 325, Appendix B)
  - Applicable laws, rules, regulations, court decisions, orders, and manuals
3. History: The intent of the proposed Leavitt Reservoir Expansion is to firm water supplies and improve reliability, management, and operational flexibility for irrigators in the Beaver Creek and Shell Creek drainages.

**The Commission has undertaken numerous studies of alternative dam sites and appurtenant infrastructure needed to provide supplemental water supplies for irrigators in the Shell Valley Watershed Improvement District. These reports are available on the Commission website ([wwdc.state.wy.us](http://wwdc.state.wy.us)):**

- Engineering Associates, Shell Valley Watershed Plan Level I Study, Final Report, Mar, 2010
- Engineering Associates, Shell Valley Watershed Plan Level I Study, Executive Summary, Mar, 2010
- Engineering Associates, Shell Valley Watershed Plan Level I Study, Appendices, Mar, 2010
- States West Water Resources Corporation, Project Report for the Shell Valley Storage Level II Study, Final Report, Feb, 2013
- States West Water Resources Corporation, Shell Valley Storage Level II Study, Executive Summary, Feb, 2013
- States West Water Resources Corporation, Shell Valley Storage Level II Study, Appendices, Feb, 2013
- Wenck Associates, Inc., Shell Valley Storage Level II, Phase II Study, Final Report, Jun, 2015
- Wenck Associates, Inc., Shell Valley Storage Level II, Phase II Study, Executive Summary, Jun, 2015
- Wenck Associates, Inc., Shell Valley Storage Level II, Phase II Study, Appendices, Jun, 2015

Other reports having been completed, which are not on the Commission web page, include the following listed documents (**NOTE: These are confidential documents not available to the general public for review**):

- Office of the Wyoming State Archaeologist, A Class III Cultural Resource Inventory of the Proposed Leavitt Reservoir Enlargement, Big Horn County, Wyoming, September 2012
- Office of the Wyoming state Archaeologist, Addendum to the Class III Cultural Resource Inventory of the Proposed Leavitt Reservoir Enlargement, Big Horn County, Wyoming: Testing and Evaluation of Sites 48BH612-Segnebt 1, 48BH4239, and 48BH4240, October 2012
- Arcadis U.S., Inc., Paleontological Resource Report Leavitt Reservoir, June 2012
- Arcadis U.S., Inc., States West Water Resources, Leavitt Reservoir Geotechnical Site Assessment Cultural Monitoring Project, Big horn County, Wyoming, January 2013
- Arcadis U.S., Inc., States West Water Resources, Leavitt Reservoir Geotechnical Additional Site Assessment (2013) Cultural Monitoring Project, Big horn County, Wyoming, November 2013
- Arcadis U.S., Inc., Leavitt Reservoir - Phase III Paleontological Resource Report, November 2013

## **C. PROJECT REQUIREMENTS**

### **1. Monthly Progress Reports and Billing Statements**

The Consultant shall submit a brief monthly progress report (MPR) within the first week of each month regardless of whether or not a billing statement is submitted. The MPR will include a summary of events that occurred during the reporting period, discussion of performance, identification of problems, proposed solutions, corrective actions taken, outstanding issues, and work anticipated during the next reporting period.

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

### **2. Computer Models, Statement of Assumptions, Project Work File**

a. If the Consultant writes or uses a computer model or spreadsheet as a part of this project, the Consultant shall submit to the BLM, Commission, and Office for approval all proposed model names and data formats prior to beginning work on that task. All data shall be submitted to the BLM, Commission, and Office in written and digital formats with the final EIS. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on that media. User manuals shall be submitted by the Consultant to the BLM, Commission, and Office providing complete documentation of computer models developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the model(s). All computer models, databases, and spreadsheets developed herein (written and digital formats) are due on the same date as the administrative record.

b. To facilitate the BLM, Commission, and Office's accurate evaluation of the Consultant's work product, computations, conclusions and recommendations, the Consultant shall:

(i) Include in all technical reports a section describing the assumptions and methodology used by the Consultant in generating the data and conclusions contained in that technical report supporting the conclusions in the EIS.

(ii) Compile and maintain an administrative record containing the materials used in project analysis. This file will be available for review by the BLM, Commission, and Office and should be organized

in such a way as to allow replication of the steps and procedures used by the Consultant to reach the conclusions described in the analysis.

3. Cost Estimates

If appropriate, the Consultant shall use the following guidelines in calculating project cost estimates.

Preparation of Final Designs and Specifications	\$ _____
Permitting and Mitigation	\$ _____
Legal Fees	\$ _____
Acquisition of Access and Rights of Way	\$ _____
Pre-Construction Costs (Subtotal # 1)	\$ _____
 Cost of Project Components	 \$ _____
	\$ _____
	\$ _____
Total Component Cost (Subtotal #2)	\$ _____
Construction Engineering Cost (Subtotal #2 x 10%)	\$ _____
Components and Engineering Costs (Subtotal #3)	\$ _____
Contingency (Subtotal #3 x 15%)	\$ _____
Construction Cost Total (Subtotal #4)	\$ _____
 Total Project Cost (Subtotal #1 + Subtotal #4)	 \$ _____

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

4. Draft and Final NEPA Documents

The Consultant shall follow the EIS format in the BLM Handbook, as approved by the BLM, for the Draft EIS, Final EIS, Technical Reports and Appendices and provide copies as outlined in D. Scope of Services.

5. Project Access

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

6. Stand-By Time

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

## **D. SCOPE OF SERVICES**

The Consultant shall assist the BLM in the preparation of an Environmental Impact Statement (EIS) that will address the issues and analyze a range of alternatives for the Leavitt Reservoir Expansion on behalf of the Wyoming Water Development Commission (Commission) and Office (Office). The Consultant services, to be financed by the Commission, shall be administered by the Wyoming Water Development Office (Office). This effort will include anticipated work tasks required to prepare a comprehensive and defensible EIS for the Leavitt Reservoir Expansion Project (Project) that fully meets the requirements of:

- Council on Environmental Quality (CEQ) (40 CFR Parts 1500-1508)
- DOI NEPA regulations at 43 CFR Part 46
- DOI Departmental Manual 516
- BLM NEPA Handbook (H-1790-1)
- Section 404 (b)(1) Guidelines (40 CFR Part 230)
- USACE Regulatory Program Regulations (33 CFR Parts 320-330; 33 CFR Part 325, Appendix B)
- Applicable laws, rules, regulations, court decisions, orders, and manuals

## **BLM PROVIDED DOCUMENTATION AND SERVICES**

- A. Preparation Plan: The BLM, in coordination with the Office, will furnish the Preparation Plan for the EIS. The Preparation Plan delineates the anticipated planning issues, preliminary planning criteria, data needs, schedule, milestones, personnel requirements, contact lists, public participation plan, and other information using the best available data at the time of writing.
- B. The BLM is responsible for maintaining the official Administrative Record for the Project, which will be compiled by the Consultant.
- C. References: References, guidelines, manuals, handbooks, examples, publication standards, printing standards, and mapping standards will be provided by the BLM for all primary documents as well as for any reports and studies required for the EIS supporting documentation.
- D. Remote Sensing and Geographic Information Systems: The BLM Project GIS Specialist will furnish all existing geospatial data applicable to this project. Further data collection identified during the EIS process will be reviewed and approved by the BLM Project GIS Specialist prior to incorporation into deliverables.

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

#### **RESPONSIBILITIES OF THE CONSULTANT IN THE PERFORMANCE OF PROJECT TASKS**

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

reported within five (5) business days to the BLM and Office project managers and will require approval.

- E. The Consultant shall develop a complete Quality Control Plan, as detailed in Task 3 below. The Quality Control Plan should include topics such as identification of quality standards, monitoring of Project results and progress, identification of ways to eliminate causes of unsatisfactory performance, and a communications plan. As part of the Quality Control Plan, the Consultant will provide a bi-weekly progress and status report to the BLM and Office project managers.
- F. The Consultant will compile the Administrative Record for the Project. Consultant will provide the complete Administrative Record to the BLM upon completion of the ROD or at any time requested prior to completion of the ROD. The Consultant will utilize an indexed and searchable electronic cataloging database.
- G. The EIS will be written and maintained using the BLM ePlanning system or approved other. The Consultant must be able to obtain access to this software and be familiar with this system.
- H. The Consultant will use the most current BLM regulations, manuals, handbooks, policies, etc.
- I. Microsoft Word will be the word processing format for all submitted text documents.
- J. The Consultant will draft and execute a disclosure statement specifying that they have no financial or other interest in the outcome of the EIS as required by 40 CFR Section 1506.5(c).
- K. No work will be initiated or funds spent for individual tasks without written authorization from the Office.**

**THE CONSULTANT WILL PERFORM THE FOLLOWING TASKS:****Task 1. Document Review and Data Analysis**

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

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

Quality Standard: Data management will comply with all BLM requirements outlined in IM-2003-238 Guidance for Data Management in Land Use Planning.

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

Due Date: Data Analysis meeting to be conducted on the same day, or at the same time, as the Project Kickoff meeting (within forty five (45) days after receipt of contract authorization to proceed). Data gaps report within fifteen (15) business days of the Data Analysis and Project Kickoff meetings.



## **Task 2. USACE Meetings and Coordination**

The USACE is anticipated to be a cooperating agency for the Project based on the Section 404(b)(1) guidelines evaluation that will be required. To enhance the likelihood that the Project EIS addresses the issues critical to the USACE's decision document, focused interaction with the USACE in the form of face-to-face meetings early in the EIS process will be required, particularly during scoping and when developing the Project alternatives. This interaction will enable the BLM to incorporate the USACE alternatives screening criteria during the development of alternatives to assist the USACE in its identification of the least environmentally damaging practicable alternative (LEDPA). Therefore, the Consultant shall arrange and conduct a meeting between the BLM, Office and USACE prior to the project kickoff meeting and one meeting prior to the alternatives development workshop.

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

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

Due Date: USACE meetings and coordination shall be conducted prior to the project kickoff meeting and alternatives development workshop, respectively.

## **Task 3. Project Kickoff**

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

In conjunction with the meeting, the Consultant shall arrange a site visit to the proposed Project with the BLM, Office, and cooperating agencies, to gain familiarity with the area, environmental conditions, and proposed actions. Any pertinent information gathered from the site visit shall be reflected in the meeting minutes.

Coordination shall take place on an as needed basis with the BLM, Office, cooperating agencies, and any other Federal, State, regional and local agencies

and other groups as determined appropriate by the BLM and Office, to accomplish the task.

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

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

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

#### **Task 4. Quality Control Plan and Work Schedule**

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

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

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

The Consultant shall communicate at least bi-weekly with the BLM and Office project managers, via telephone or email, regarding coordination, progress, status, Project activities, milestones, interdisciplinary team (IDT) meetings, agendas, reviews, and significant developments.

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

Quality Standard: The QCP shall include quality standards, documentation of procedures and scope, responsibilities, schedules and milestones, monitoring of Project results and progress, identification of ways to eliminate causes of unsatisfactory performance, contact lists, and communications in the preparation of the EIS. The final QCP shall be approved by the BLM and Office, and may need to be revised periodically.

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

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

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

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

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

### **Task 5. NEPA Scoping Meetings and Report**

Per the requirements of the BLM, the Consultant will perform an internal agency scoping meeting in Cody, Wyoming, involving the BLM, Office, and cooperating agencies; and a formal public scoping meeting in Greybull, Wyoming. The Consultant will organize, design, arrange logistics, facilitate, record, and provide meeting records for both scoping meetings per BLM standards. Regarding the formal public scoping meeting, the Consultant will be required to post meeting notices and relevant information on the ePlanning website, or approved other, and in the news media. The Consultant will be responsible for developing a post meeting scoping report for the formal public scoping meeting. All scoping, public meetings, and formal scoping reports will be conducted by the Consultant under the direction of the BLM.

The formal public comment period will begin as directed by the BLM project manager. The BLM will draft the Notice of Intent and be responsible for advertisement.

Quality Standard: The Consultant shall receive, log, and analyze comments received from the public during the scoping meeting and comment period, prepare a scoping report summarizing the comments for BLM, and, collaborating with BLM and cooperating agencies, prepare necessary responses to comments for mailing.

The results of the public participation activities will be documented, analyzed, and summarized by the Consultant per BLM standards.

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

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

#### **Task 6. Draft NEPA Documents (EIS, Maps, Supporting Technical Documents/Reports, and Appendices)**

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

B. The Consultant will work with the BLM to prepare the Preliminary Draft EIS. The Consultant will be responsible for creating maps, writing and rewriting necessary documents, technical reports, all sections/chapters of the EIS, appendices, and other deliverable items in accordance with the overall milestone schedule agreed upon in the Preparation Plan, Quality Control Plan, and Project Work Schedule. The Consultant will provide the necessary number of copies of all maps, necessary draft documents, technical reports, all sections/chapters of the EIS, appendices and compiled draft EIS to BLM, in the format required by BLM. At a minimum this shall include bound hard copies and digital copies in a Searchable Image Adobe Acrobat (pdf) format. The digital documents will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. The BLM will be responsible for distributing copies of the EIS for cooperating agency review.

C. The Consultant shall receive, log, and analyze comments from the BLM, Office, and other pertinent cooperating agencies, discuss recommendations with

BLM in order to reach agreement on changes to be made to the text and maps, and make changes ready for incorporation into the final version of the Draft EIS to be distributed to the BLM Washington Office. To facilitate efficient revisions of the final version of the Draft EIS, based on comments on the Preliminary Draft EIS, the Consultant shall conduct a face-to-face meeting with the BLM project manager, WWDO, and other cooperating agencies, at the BLM project manager's discretion, to resolve inconsistencies in the comment responses and make changes to the document. Changes to the document will be made in real-time at the meeting using a working electronic copy of the document projected on a screen.

D. The Consultant shall produce and distribute to the BLM the final version of the Draft EIS for BLM Washington Office Review. The Consultant shall receive, log, and analyze comments from the BLM Washington Office review, discuss recommendations with BLM in order to reach agreement on changes to be made to the text and maps, and make changes ready for incorporation into the final version of the Draft EIS to be distributed to the public.

E. The Consultant shall produce and distribute to the public for a 45-day review and comment period the final version of the Draft EIS, complete with all finished maps and graphics, with a BLM-provided Dear Reader letter serving as an introduction.

Quality Standard:

A. Prepared materials will be consistent with EIS requirements, acceptable to the BLM, and will include data gathered. During development of the impact analysis, Consultant will work closely with BLM staff and the Office, and provide regular updates on status and progress to date.

B. The Preliminary Draft EIS will contain analysis of issues, alternatives, and potential environmental impacts and benefits from implementing each alternative, including social and economic factors and cumulative impacts, so that cooperating agency reviewers are adequately prepared for the review and comment period. In preparing the Preliminary Draft EIS, the Consultant will endeavor to accomplish adequacy such that BLM and the Office do not find any misstatements and/or lack of information in addressing each environmental impact in the document. Maps will be incorporated as needed, but the BLM project manager can waive inclusion of any map, graphic, or unavailable information, and document will note that omitted information is being worked on and will be included in final version of the Draft EIS to be distributed to the public.

C. Internal review comments received will be analyzed, discussed with the BLM and Office project managers, and BLM Interdisciplinary Team, and appropriate changes discussed and agreed to for incorporation in the final version of the Draft EIS for the BLM Washington Office review. All changes to be

incorporated into the final version of the Draft EIS will be documented for the Administrative Record.

D. BLM Washington Office review comments received will be analyzed, discussed with the BLM and Office project managers, and BLM Interdisciplinary Team, and appropriate changes discussed and agreed to for incorporation in the final version of the Draft EIS for the public.

E. The Consultant shall endeavor to prepare electronic and paper products that are 100% accurate without any typos or misstatements. The web-based version will be fully viewable, and installed on the ePlanning website (or approved other), easily downloadable, and meet BLM and Government Printing Office (GPO) requirements. The web-based version will allow downloading and viewing of each separate chapter and section of the text of the final version of the Draft EIS, and each map contained within the document.

Deliverables:

A. As a result of the Cooperating Agency Workshop, the Consultant will work with the BLM to (1) develop a table/matrix style document which summarizes each alternative and BLM and cooperating agency comments; (2) supply all notes, meeting agendas, transcripts, etc. from meeting for inclusion into the Administrative Record; and (3) an Alternatives Summary Table, for the Preliminary Draft EIS.

B. A PDF version of the Preliminary Draft EIS, including maps, to be sent to BLM and cooperating agencies for review and comment.

C. A document with written analysis and table/matrix of consolidated review comments (displaying comment, origin, and recommendations to BLM on changes to be made and incorporated into the final version of the Draft EIS for the BLM Washington Office review, formatted for submitting Planning Documents to Washington Office (IB 2007-108, Appendix H)).

D. A document with written analysis and table/matrix of consolidated BLM Washington Office review comments (displaying comment, origin, and recommendations to BLM on changes to be made and incorporated into the final version of the Draft EIS for public review).

E. Fifteen (15) bound copies and digital copies in a Searchable Image Adobe Acrobat (pdf) format of the final version of the Draft EIS according to task description and BLM standards.

- a. In bound paper with attached CD-ROM in PDF format.
- b. Also, in an appropriate format for internet web-site viewing and downloading, with introductory information on how to view and download the document.

- c. Format for submitting Planning Documents to Washington Office (IB 2007-108, Appendix H) and EPA.

**Due Date:**

A. (1) The table/matrix will be given to the BLM and cooperating agencies for accuracy review within five (5) business days after completion of the Cooperating Agency Workshop; (2) all notes, meeting agendas, transcripts, etc. from meeting for inclusion into the Administrative Record within ten (10) business days after the completion of the workshop. Consultant will have ten (10) business days to incorporate cooperating agency and BLM comments on the materials, once received; (3) after selection of the Preferred Alternative by the BLM, the Consultant will have fifteen (15) business days to submit a draft version of the Alternatives Summary Table for the Preliminary Draft EIS.

B. The Consultant will have ninety (90) days to complete the Preliminary Draft EIS, once given notice to proceed from the BLM.

C. (1) The BLM and cooperating agencies will have a 45-day review and comment period on the Preliminary Draft EIS; (2) Consultant will have twenty (20) business days to create a document with written analysis and a table/matrix of consolidated review comments (displaying comment, origin, and recommendations to BLM on changes to be made and incorporated into the final version of the Draft EIS for BLM Washington Office review).

D. (1) The BLM Washington Office will have a review and comment period commensurate with the overall milestone schedule agreed upon in the Preparation Plan, Quality Control Plan, and Project Work Schedule on the Preliminary Draft EIS; (2) Consultant will have twenty (20) business days to create a document with written analysis and a table/matrix of consolidated BLM Washington Office review comments (displaying comment, origin, and recommendations to BLM on changes to be made and incorporated into the final version of the Draft EIS for public review).

E. The Consultant will have thirty (30) business days to incorporate comments/corrections/additions/changes into the document and to prepare copies of the final version of Draft EIS according to task description.

### **Task 7. Draft EIS Public Meeting**

With BLM and Office input, review, and approval, the Consultant will design, arrange, and conduct one public meeting to introduce and explain the Draft EIS, and to explain the process and schedule remaining. For the meeting, the Consultant will supply all equipment and handouts, advertise the meeting, facilitate, record minutes, use sign-up sheet for updating mailing lists, and provide summary of comments received at the meeting. At the meeting, the Consultant

and BLM project manager will clearly explain the format of the Draft EIS, the summary table of alternatives and impacts, the commenting process, and the upcoming schedule, and, with BLM's assistance, answer questions. The Consultant will attend the meeting with the BLM. The summary of comments will be included in the Administrative Record.

**Quality Standard:** The meeting will be prepared for and advertised to meet BLM and Office standards. The news releases, advertisements, and ePlanning website (or approved other) information will be timely, accurate and complete. The Consultant will adhere to the agenda, but remain flexible to meet needs of attendees and vigorously interact with attendees at all meetings to obtain outcomes, and answer questions. The Consultant shall receive, log, and analyze comments received from the public during the meeting, and prepare meeting minutes summarizing the comments for the BLM.

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

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

### **Task 8. Public Comment Analysis**

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

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

**Quality Standard:** Content analysis report summarizing public comments received on the Draft EIS during the public comment period will address all timely submitted comments, including those provided at the public meeting. The report will list comment sources, issues and concerns raised in comments, reasons for issues or concerns, and/or other information requested by the BLM. Strategy to respond to and address comments will be developed with the BLM and will ensure all



responses to all comments are prepared and fully/completely addressed, identified, keyed to responses, and reviewed by the BLM.

Deliverables: (1) Content analysis report of all comments; (2) prepared draft responses to all comments ready to incorporate into the Final EIS; (3) post final content analysis report on the ePlanning website, or approved other.

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

### **Task 9. Final NEPA Documents (EIS, Maps, Supporting Technical Documents/Reports, and Appendices)**

The Consultant shall coordinate with the BLM, Office, and cooperating agencies to incorporate the appropriate revisions received during the public comment period. The Consultant will be responsible for re-creating maps, writing and rewriting necessary documents, technical reports, all sections/chapters of the proposed Final EIS, appendices, and other deliverable items in accordance with the overall milestone schedule agreed upon in the Preparation Plan, Quality Control Plan, and Project Work Schedule. The Consultant will provide the revised copies of all maps, necessary Final documents, technical reports, all sections/chapters of the proposed Final EIS, appendices and compiled proposed Final EIS to BLM, in the format required by BLM for the BLM Washington Office review.

To facilitate efficient revisions and finalization of the Final EIS, based on comments on the Draft EIS, the Consultant shall conduct a face-to-face meeting with the BLM project manager, WWDO, and other cooperating agencies, at the BLM project manager's discretion, to resolve inconsistencies in the comment responses and make changes to the document. Changes to the document will be made in real-time at the meeting using a working electronic copy of the document projected on a screen.

The Consultant shall coordinate with the BLM, Office, and cooperating agencies to incorporate the appropriate revisions received during the BLM Washington Office review. If necessary, the Consultant will be responsible for re-creating maps, writing and rewriting necessary documents, technical reports, all sections/chapters of the proposed Final EIS, appendices, and other deliverable items in accordance with the overall milestone schedule agreed upon in the Preparation Plan, Quality Control Plan, and Project Work Schedule. The Consultant will then provide the necessary number of copies of all maps, necessary Final documents, technical reports, all sections/chapters of the proposed Final EIS, appendices and compiled proposed Final EIS to BLM, in the format required by BLM. At a minimum this shall include bound hard copies and

digital copies in a Searchable Image Adobe Acrobat (pdf) format. The digital documents will be completely assembled into one standalone Acrobat file, and will be the same version as the hard copy. The BLM will be responsible for distributing copies of the proposed Final EIS.

**Quality Standard:** The proposed Final EIS must be legally defensible and meet the requirements of the BLM, applicable laws, regulations, court decisions, and manuals. In preparing the proposed Final EIS, the Consultant will endeavor to accomplish adequacy such that BLM and/or the public do not find any misstatements and/or lack of information in addressing each environmental impact in the document.

**Deliverables:** (1) A document, formatted for submitting Planning Documents to Washington Office (IB 2007-108, Appendix H); (2) Fifteen (15) bound copies and digital copies in a Searchable Image Adobe Acrobat (pdf) format of the proposed Final EIS according to task description and BLM standards.

- a. In bound paper with attached CD-ROM in PDF format.
- b. Also, in an appropriate format for internet web-site viewing and downloading, with introductory information on how to view and download the document.

**Due Date:** (1) and (2) In accordance with the overall milestone schedule agreed upon in the Preparation Plan, Quality Control Plan, and Project Work Schedule.

### **Task 10. Preparation and Publication of the Record of Decision**

The Consultant shall prepare an Internal Review version of the Final EIS/Record of Decision (ROD). If appropriate, the ROD will include the final Biological Opinion (BO) and/or a letter of USFWS concurrence with findings in the Biological Assessment. The BO and/or the letter of concurrence will be integrated in the ROD. The ROD will be allowed a 60-day internal review and comment period in the Cody Field Office and Wyoming State Office. The internal review and comment period may be extended should a BO be warranted. The internal review version will contain an implementation and monitoring section and schedule.

The Consultant shall then incorporate comments into a final internal version of the document, which will then be allowed a review and comment period in the BLM Washington Office, commensurate with the overall milestone schedule agreed upon in the Preparation Plan, Quality Control Plan, and Project Work Schedule. If necessary, the Consultant shall then incorporate BLM Washington Office comments into a final version of the document.

**Quality Standard:** The document iterations will include 100% of new information available, and the Consultant will provide for 60-day review and comment period for the Cody Field Office and Wyoming State Office, or longer, if appropriate, and

the BLM Washington Office review and comment period. In preparing the internal review versions of the Final EIS/ROD and subsequent final version of the document, the Consultant will endeavor to accomplish no misstatements, and will prepare the document with the assumption that no protests will be received from the public.

**Deliverables:** Internal Review versions of the Final EIS/Record of Decision (ROD), in Searchable Image Adobe Acrobat (pdf) format on CD-ROM, formatted for submitting Planning Documents to Washington Office (IB 2007-108, Appendix H), as appropriate, and bound printed copies. Final number of CD-ROM and bound copies will be ultimately determined at a later date by coordination between the Consultant and BLM.

**Publication –** Within fifteen (15) business days after the Consultant and BLM reach agreement on changes to be made to the Final EIS/ROD (this includes internal and BLM Washington Office review changes), the Consultant will produce and distribute to the public fifteen (15) bound copies and digital copies in a Searchable Image Adobe Acrobat (pdf) format.

- a. In bound paper with attached CD-ROM in PDF format
- b. Also, in an appropriate format for internet web-site viewing and downloading, with introductory information on how to view and download the document.

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

### **Task 11. Unanticipated Meetings**

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

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

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

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

## **Task 12. Administrative Record**

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

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

Quality Standard: The Consultant will compile the administrative record for the EIS. The Consultant will utilize a searchable electronic cataloging database.

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

Due Date: The Consultant will transfer the administrative records to the BLM as needed during the planning process and at the conclusion of the Project following finalization of the ROD.

## **Task 13. Discretionary Task**

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

**EXHIBIT "B"**  
**HOURLY RATE AND REIMBURSABLE EXPENSES**  
**PRICE SCHEDULE**

<b>Labor Classification</b>	<b>Hourly Rate</b>
Assistant/Support Staff 1	\$ 50
Assistant/Support Staff 2	\$ 60
Assistant/Support Staff 3	\$ 70
Assistant/Support Staff 4	\$ 80
Assistant/Support Staff 5	\$ 90
Assistant/Support Staff 6	\$100
Assistant/Support Staff 7	\$105
Assistant/Support Staff 8	\$110
Assistant/Support Staff 9	\$115
Assistant/Support Staff 10	\$120
Assistant/Support Staff 11	\$125
Staff 1	\$130
Staff 2	\$135
Staff 3	\$140
Staff 4	\$145
Project 1	\$150
Project 2	\$155
Project 3	\$160
Project 4	\$170
Consultant 1	\$175
Consultant 2	\$180
Consultant 3	\$190
Consultant 4	\$200

Charges for temporary personnel under Company supervision and using Company facilities will be invoiced according to the hourly rate corresponding to their classification, if not billed as subcontractors.

Project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the appropriate rate of the staff performing the work.

**OTHER PROJECT CHARGES**

**Subcontracts**

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

**Travel and Other Direct Costs**

Travel and travel-related expenses (e.g., airfares, lodging, meals, rental vehicles, parking fees, baggage handling costs, etc.) will be reimbursed on the basis of actual cost without a fee. Other direct costs (ODCs) are all costs and expenses incurred by AECOM directly

attributable to the performance of Services and will be reimbursed on the basis of actual cost. ODCs include materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. All other internal expenses (e.g., reproduction, telephone, facsimile, webinars, etc.) will be charged as a percentage (2%) of labor cost.

#### Vehicles and Mileage

Company owned or leased field vehicles (e.g., pick-ups, vans, trucks, etc.) used on project assignments will be charged at the current mileage rate established by the Internal Revenue Service (IRS) (the current rate, effective January 1, 2016, is 54 cents per mile). The mileage charge for personal autos will be the current mileage rate established by the IRS (the current rate, effective January 1, 2016, is 54 cents per mile).

## **EXHIBIT "C"**

### **SCOPE OF SERVICES ASSUMPTIONS**

#### **Task 1: Document Review and Data Analysis**

- The Data Analysis meeting will be included as part of the Project Kickoff meeting (and be conducted within forty five (45) days of receipt of contract authorization to proceed).
- All meeting materials will be provided in electronic Adobe PDF format only.
- Consultant will not create metadata for datasets provided by other sources (e.g., Bureau of Land Management [BLM], U.S. Geological Survey, State of Wyoming, etc.)
- Consultant will create up to 15 new datasets, via GIS methods, to support this Project (i.e., no field work will be required to create datasets).
- The BLM will assist in the creation of a metadata template with such items as contacts, legal disclaimer, etc.

#### **Task 2: USACE Meetings and Coordination**

- Interactions will include two in-person meetings with USACE at BLM's offices in Cody (WY) or elsewhere as directed by BLM and the Office.
- Two Consultant personnel will attend the meetings, the Consultant Project Manager and one other resource staff or specialist.

#### **Task 3: Project Kickoff**

- Staff from the BLM, Office, and cooperating agencies will arrange their own travel to/from the site visit.
- The Kickoff meeting and site visit will occur over one day, with the site visit taking place the afternoon of the Kickoff meeting.
- The Kickoff meeting and site visit will be conducted within forty five (45) days of Consultant receiving contract authorization to proceed.
- Consultant will coordinate with the BLM to identify and secure a Kickoff meeting location.
- Consultant will secure access to the Project area for purposes of the site visit.
- Four Consultant staff (two in person and two via phone) will participate in the BLM Kickoff meeting.

#### **Task 4: Quality Control Plan and Work Schedule**

- The QCP will be revised to reflect information contained in BLM's Preparation Plan.
- The Consultant project management team will communicate at least bi-weekly with BLM and Office project managers, via telephone or email, regarding the status of task progress; schedule and milestones; team meetings and supporting meeting materials; and issues and resolutions.

### **Task 5: NEPA Scoping Meetings & Report**

- Consultant will post meeting notices and relevant information in up to three (total) local and regional news media outlets (as defined in the PPP to be included in the Preparation Plan being prepared by BLM).
- Consultant will utilize a BLM facility for the internal agency scoping meeting in Cody (WY).
- Consultant will secure an appropriate-sized venue for the formal public scoping meeting in Greybull (WY).
- An open-house format is assumed for the formal public scoping meeting in Greybull.
- A court reporter will be provided by the Consultant to take public comments at the formal public scoping meeting only (i.e., not the internal agency scoping meeting).
- Up to 50 scoping comment submissions will be received. Of those, Consultant assumes the result will be up to 50 non-substantive comments and 100 substantive comments.

### **Task 6: Draft NEPA Documents (EIS, Maps, Supporting Technical Documents/Reports, and Appendices)**

- All deliverables will be submitted in electronic format (Adobe PDF).
- Consultant will utilize a BLM facility for the Alternatives Screening Cooperating Agency Workshop in Cody (WY).
- A court reporter will not be utilized to record the Alternatives Screening Cooperating Agency Workshop. Instead, detailed meeting minutes will be prepared.
- Two Consultant staff members will be present for the Workshop.
- The BLM and cooperating agencies will have a 45-day review and comment period on the Preliminary Draft EIS.
- The Preliminary Draft EIS will only be provided to the BLM and cooperating agencies for review in electronic format.
- Should the preparation of technical reports be deemed necessary by the BLM, Consultant assumes such efforts will be scoped and costed separately out of the Discretionary Task and/or that the BLM and WWDC will hire a contractor outside this contract to perform those services.
- The BLM will coordinate the submittal of the Preliminary Draft EIS to the BLM State and Washington offices (Consultant will provide a format consistent with Submitting Planning Documents to Washington Office [IB 2007-108, Appendix H]).
- The BLM will prepare a Draft EIS Notice of Availability (NOA) for publication in the Federal Register, as well as a press release, summary document, and PowerPoint presentation for use in briefings to the Washington Office, Solicitor's Office, and Office of General Counsel.
- The BLM will manage all aspects of the e-NEPA filing with the U.S. Environmental Protection Agency (USEPA).



- The Washington Office review cycle will result in minor revisions to the Draft EIS.
- One set of consolidated comments from the BLM Washington Office will be provided to Consultant by the BLM.

**Task 7: Draft EIS Public Meeting**

- Equipment to be supplied by Consultant is assumed to include a projector, microphone, and easels (for displaying the informational boards).
- Consultant will secure an appropriate-sized venue at a no-cost facility for the Draft EIS public meeting in Greybull (WY).
- A court reporter will be provided by the Consultant to take individual comments at the Draft EIS public meeting.
- Consultant will post BLM-approved Draft EIS meeting notices and relevant information in up to three (total) local and regional news media outlets (as defined in the PPP to be included in the Preparation Plan being prepared by the BLM).

**Task 8: Public Comment Analysis**

- A maximum of 75 unique comment submissions, including up to two form letters (which can be identified via organizational or environmental group bulk submission and contain identical or very similar comment content).
- Coding of a maximum of 225 substantive comments.
- Comment submissions will be batched to Consultant weekly throughout the comment period and all will be received by Consultant within 48 hours of the comment period close.
- Seventy-five percent of the comment submissions will be submitted in electronic format.
- Five-(5) days will be provided for BLM/Office electronic review of the Draft EIS Comment Analysis Report and responses.

**Task 9: Final NEPA Documents (EIS, Maps, Supporting Technical Documents/Reports, and Appendices)**

- BLM will distribute the copies of the Final EIS.
- BLM will prepare a Final EIS NOA for publication in the Federal Register, as well as a press release, summary document, and PowerPoint presentation for use in briefings for the Washington Office, Solicitor's Office, and Office of General Counsel.
- Consultant assumes the BLM Cody Field Office, Wyoming State Office, and Washington Office will conduct concurrent 45-day reviews of the Draft EIS. Should the Washington Office review be on a separate schedule, Consultant will coordinate with BLM to revise the overall Project schedule accordingly.
- The Washington Office review cycle will result in minor revisions to the Final EIS.
- One set of consolidated comments from the BLM Washington Office will be provided to Consultant by the BLM.

- One-day (8 hour) in-person workshop will be conducted at the BLM Cody Field Office to incorporate comments and make revisions to the final document before publication.
- Two Consultant personnel will attend the workshop, including the Consultant PM and one other staff member.

**Task 10: Preparation and Publication of the Record of Decision**

- The ROD will be provided for a concurrent 60-day review period by the BLM Cody Field Office, Wyoming State Office, and Washington Office. This period may be extended should a BO be warranted. Should the Washington Office review be on a separate schedule, Consultant will coordinate with BLM to revise the overall Project schedule accordingly.
- No protests will be received from the public.
- Consultant will produce and distribute 15 bound and 15 digital copies of the ROD in Searchable Image Adobe Acrobat (PDF) format.
- The Washington Office review cycle will result in minor revisions to the Final EIS/ROD.
- One set of consolidated comments from the BLM Washington Office will be provided to Consultant by the BLM.

**Task 11: Unanticipated Meetings**

- Meetings will be scheduled in coordination with the BLM and Office consistent with the Preparation Plan, QCP, and Project Work Schedule.
- Meeting minutes will be provided within five (5) business days after each meeting.

**Task 12: Administrative Record**

- The administrative record will be prepared and maintained in electronic format only (i.e., only original hard copies will be maintained and returned to the BLM once added to the electronic Administrative Record).
- Materials for administrative record inclusion that Consultant does not generate will be provided to Consultant on an ongoing basis throughout the Project, no less frequently than monthly.
- The BLM will screen materials for appropriateness before sending for inclusion in the administrative record.
- The BLM, Office, and cooperating agencies will provide applicable documents for administrative record inclusion.

**Task 13: Discretionary Task**

- Consultant will not initiate work or expend funds without prior written authorization from the BLM and Office.

## General Assumptions

- Travel expenses are based on an assumption of no more than a two-hour drive for meetings in Wyoming; Consultant will absorb airfare for project team members traveling by plane to Wyoming or nearby.
- WWDC or BLM will provide the following information to Consultant immediately following contract execution:
  - WWDC engineering studies and reports.
  - Geographic Information System (GIS) shapefiles of existing facilities and proposed modifications to the disturbance footprint.
  - Biological baseline reports.
  - Cultural resources survey reports.
  - Other technical memos/reports as identified in bullets below or in the RFP.
- The Office will provide timely responses to Consultant data requests. Consultant will submit the data requests to WWDC following Consultant review of the information listed above and during EIS preparation.
- GIS data will be of sufficient quality to support Consultant's development of EIS figures and resource analyses.
- Only the Proposed Action, No Action, and one action alternative will require detailed analysis in the EIS.
- WWDC will provide sufficient relevant information for development of the description of the supply and distribution route alternatives to facilitate the associated impact analysis.
- The project schedule will be dependent on the three parties (Office, BLM, Consultant) meeting the identified deadlines in the proposed schedule.
- Any additional services beyond the scope of work specified in this proposal will be invoiced on a time-and-materials basis. Consultant will notify the Office of the cost of additional requested services and request written approval of additional services and expenses prior to initiation of any additional activities.
- The final administrative record will include the documents relevant to preparation of the EIS in a searchable electronic cataloging database (i.e., Microsoft Excel). The BLM will maintain their internal records relevant to the project.
- The BLM will issue a press release for publication in local paper(s) notifying the public of the date, time, and location of the public scoping meeting. A 45-day scoping period is assumed.
- There will be one round of consolidated comments from the Office and one round of consolidated comments from BLM on the Scoping Summary Report.
- The BLM will provide timely approval of Consultant proposed resource-specific cumulative effect study areas to facilitate preparation of the affected environment discussions and cumulative impact analyses.
- There will be one round of consolidated comments from the BLM and cooperating agencies on the Preliminary Draft EIS.
- Following approval of the Draft EIS, Consultant will provide an electronic copy (Section 508 compliant) of the Draft EIS for posting to BLM's project website.

- Consultant will revise the EIS in response to comments from the BLM, Office, and cooperating agencies and provide the Final EIS and a comment/response matrix to both the BLM and Office for review/approval of revisions.
- Following approval of the Final EIS, Consultant will provide an electronic copy (Section 508 compliant) of the Final EIS for posting to the BLM's project website.
- Consultant will prepare 15 bound paper copies with 15 CDs for each of the following: Draft EIS, Final EIS, and BLM Record of Decision.
- A Biological Assessment, if required, will be included in the Discretionary task.
- Noise surveys, if required, will be included in the Discretionary task.
- Visual simulations, if required by BLM, will be included in the Discretionary task.
- Consultant visual resource specialists will conduct a field visit to establish Key Observation Points to facilitate the visual resources analysis, if required.
- Pricing, including the level of effort and milestone schedule, assumes no breaks in service, funding, or sequencing of tasks.
- Rates for personnel will remain the same through the end of 2019.
- A detailed and accurate project description, location, and purpose and need for the project will be provided by the WWDC prior to initiating the EIS process. Any changes to these key elements during the environmental review may result in additional cost and schedule delays.
- Pricing assumes that comments and edits provided after each review period will conform to the following requirements:
  - Reviews by multiple reviewers will occur concurrently.
  - Comments will be provided in an electronic comment form supplied by Consultant.
  - The BLM will coordinate with Consultant to remove or resolve duplicate or conflicting comments.
  - Consultant will refer comments that lack specific direction back to the BLM for clarification. If numerous referrals back to the agency are required, timelines and/or pricing may be affected.
- Consultant will make it top priority to stay on schedule. Late or missing comments, incomplete or incremental comments, comments that modify previous decisions/direction from the BLM, or the addition of new reviewers after the project has begun can delay the project schedule and affect costs. Therefore these are not included in Consultant's cost proposal. Should late, incomplete, or incremental comments or comments that change previous decisions/direction be provided by the BLM, Consultant will identify the associated cost and schedule implications to the BLM and Office as soon as possible.
- Consultant assumes that the project will last 28 months from EIS authorization to proceed through publication of the ROD.
- It is assumed that all applicant- and agency-furnished data and documents will be provided prior to or during the Project Kickoff meeting. The WWDC will provide complete and adequate environmental baseline data for those studies specified in the Preparation Plan and RFP, a detailed project description, and descriptions of any other alternatives considered.

- It is assumed that the Notice of Intent (NOI) will be drafted by the BLM.
- The BLM will designate an interdisciplinary team of specialists for Consultant's resource counterparts to contact. A contact list will be provided by the BLM during the Kickoff meeting.
- The BLM will define the cooperating agencies for the project and submit the final cooperating agency agreement(s) to Consultant during the kick-off meeting.
- Consultant assumes that any local permitting and associated coordination will be conducted by others.
- The format for status updates, monthly progress reports, the project website, and meeting summaries will be agreed upon at the Kickoff meeting.
- Consultant will invoice monthly based on actual work completed by task.
- Monthly progress reports will be prepared by the Consultant project manager, outlining the progress of each task in relation to the project schedule and budget. All schedule modifications will be submitted to the BLM and Office for review and concurrence.
- Should the preparation of technical reports be deemed necessary by the BLM, Consultant assumes such efforts will be scoped and costed separately out of the Discretionary Task and/or that BLM and WWDC will hire a contractor outside this contract to perform those services.

**DRAFT ONLY  
NOT APPROVED FOR  
INTRODUCTION**

HOUSE BILL NO. [BILL NUMBER]

Transfer of water funds.

Sponsored by: Representative(s) HDraft

A BILL

for

1 AN ACT relating to water; providing for the transfer of  
2 funds in water accounts as specified; and providing for an  
3 effective date.

4

5 *Be It Enacted by the Legislature of the State of Wyoming:*

6

7 **Section 1.** W.S. 99-99-1001(c) is amended to read:

8

9 **99-99-1001. Creation; use of funds; interest.**

10

11 (c) The Wyoming water development commission shall  
12 annually review the accounts created by subsection (a) of  
13 this section and report to the joint agriculture, state and

1 public lands and water resources interim committee in the  
2 report required under W.S. 41-2-118(a) the amount of funds  
3 in any account which are in excess of that amount needed to  
4 meet obligations specified in subsections (d) through ~~(j)~~  
5 (m) of this section. Funds in excess of the amount needed  
6 to meet obligations specified in subsections (d) through  
7 (j) and (m) of this section shall be deposited in water  
8 development account I created by W.S. 41-2-124(a)(i). Funds  
9 in excess of the amount needed to meet obligations  
10 specified in subsection (k) of this section shall be  
11 deposited in water development account II created by W.S.  
12 41-2-124(a)(ii).

13

14 **Section 2.** This act is effective July 1, 2017.

15

16

(END)

Water Development Account I  
Preliminary Fiscal Projections as of 8/1/2016

Cash Balance 6/30/15 104,768,556

**FY16 Revenues**

Taxes	19,297,500	
Interest	2,058,218	
Loans/Interest	6,800,787	
General Fund	1,500,000	
Other	479,647	
Total Revenues		30,136,152

**FY16 Expenditures**

Total Expenditures (24,637,832)

Cash Balance 6/30/16 110,266,876

**Outstanding Commitments 7/1/16**

Active Appropriations	(177,718,455)	
Expenditures Paid	66,752,573	
Total Commitments 7/1/16		<u>(110,965,882)</u>

Total Uncommitted Balance 7/1/16 (699,006)

**FY17 Anticipated Revenues**

Buffalo Bill Dam Account Transfer	7,000,000	
Taxes	19,300,000	
Interest	2,000,000	
Other	2,500,000	
Total FY17 Anticipated Revenues		30,800,000

**FY18 Anticipated Revenues**

Taxes	19,300,000	
Interest	2,000,000	
Other	2,500,000	
Total FY18 Anticipated Revenues		<u>23,800,000</u>

Subtotal Anticipated Revenues 54,600,000

Balance Available for Appropriation 53,900,994



Water Development Account II  
Preliminary Fiscal Projections as of 8/1/2016

Cash Balance 6/30/15		28,558,230
<b>FY16 Revenues</b>		
Taxes	3,255,000	
Interest	562,998	
Loans/Interest	<u>1,524,085</u>	
Total Revenues		5,342,083
<b>FY16 Expenditures</b>		
Total Expenditures		(5,411,303)
Cash Balance 6/30/16		28,489,010
<b>Outstanding Commitments 7/1/16</b>		
Active Appropriations	(55,212,311)	
Expenditures Paid	<u>24,828,759</u>	
Total Commitments 7/1/16		<u>(30,383,552)</u>
Total Uncommitted Balance 7/1/16		<u>(1,894,542)</u>
<b>FY17 Anticipated Revenues</b>		
Taxes	3,300,000	
Interest	400,000	
Other	<u>1,000,000</u>	
Total FY17 Anticipated Revenues		4,700,000
<b>FY18 Anticipated Revenues</b>		
Taxes	3,300,000	
Interest	400,000	
Other	<u>1,000,000</u>	
Total FY18 Anticipated Revenues		<u>4,700,000</u>
Subtotal Anticipated Revenues		<u>9,400,000</u>
Balance Available for Appropriation		<u>7,505,458</u>

Water Development Account III  
Preliminary Fiscal Projections as of 8/1/2016

Cash Balance 6/30/15		158,763,754
<b>FY16 Revenues</b>		
General Fund*	9,332,500	
Taxes	775,000	
Interest	<u>3,225,819</u>	
Total Revenues		13,333,319
<b>FY16 Expenditures</b>		
Total Expenditures		(1,706,663)
Cash Balance 6/30/16		170,390,410
<b>Outstanding Commitments 7/1/16</b>		
Active Appropriations	(31,979,000)	
Expenditures Paid	<u>7,348,864</u>	
Total Commitments 7/1/16		<u>(24,630,136)</u>
Total Uncommitted Balance 7/1/16		<u>145,760,274</u>
<b>FY17 Anticipated Revenues</b>		
Taxes	800,000	
Interest	<u>2,200,000</u>	
Total FY17 Anticipated Revenues		3,000,000
<b>FY18 Anticipated Revenues</b>		
Taxes	800,000	
Interest	<u>2,200,000</u>	
Total FY18 Anticipated Revenues		<u>3,000,000</u>
Subtotal Anticipated Revenues		<u>6,000,000</u>
Balance Available for Appropriation		<u>151,760,274</u>

\*Per Session Law 2016, Chapter 31 Section 300(e), \$10,000,000 was diverted from Water Development Account III and transferred to the General Fund.



File Code: 2720; 2320; 2520

Date: August 9, 2016

Harry C. LaBonde, Jr., PE  
Director  
Wyoming Water Development Commission  
6920 Yellowtail Road  
Cheyenne, WY 82002

RECEIVED

AUG 10 2016

WY WATER DEVELOPMENT  
COMMISSION

Dear Mr. LaBonde:

I received your proposal, dated February 22<sup>nd</sup>, 2016, to operate a weather modification program on the Medicine Bow National Forest (MBNF). In August of 2006, the U.S. Forest Service (USFS) issued a permit to Weather Modification, Inc. to conduct a cloud-seeding research study, on behalf of the Wyoming Water Development Commission (WWDC), in the MBNF. The permit was issued as a research permit. Although the WWDC collaborated with Weather Modification, Inc. for a weather modification research study on the MBNF, you are a new proponent and the proposal is for a new type of use.

Proposals for new uses of National Forest System (NFS) lands are initially screened for the minimum requirements in *36 Code of Federal Regulations (CFR) 251.54(e)(1)(i)-(ix)* and *Forest Service Handbook (FSH) 2709.11 sec. 12.21*. Proposed uses that do not meet all of the minimum requirements shall not receive further consideration (*36 CFR 251.54(e)(2)*).

Screening criteria #1, of the initial screening of proposals, states "*The proposed use is consistent with the laws, regulations, orders, and policies establishing or governing national Forest System lands...*" I reviewed your proposal for consistency with Forest Service policy regarding weather modification on NFS lands. Forest Service Manual (FSM) 2724.24 provides guidance on issuing special use authorizations for weather modification devices. FSM 2323.45 provides direction on the management of weather modification that affect congressionally designated wilderness areas:

*FSM 2323.45 Do not permit long-term weather modification programs that produce, during any part of successive years, a repeated or prolonged change in the weather directly affecting wilderness areas.*

The stated purpose of the proposed use is, "to increase the volume of water available for irrigation, power generation, and downstream flows of several major rivers." The term requested is 30 years. In the project background you state, "The project would target specific watersheds near and within designated wildernesses for an anticipated 5 to 15% increase in snowpack in seeded storms (an estimated 30% of all winter storms are seedable in any given year)." The target watersheds are in the MBNF and include the Huston Park, Encampment River, Savage Run, and Platte River Wilderness Areas.



The proposed use is to operate a long-term weather modification program that would produce a repeated change in the weather directly affecting wilderness areas in the MBNF. This use of NFS lands would not be consistent with *FSM 2323.45*, therefore I find that your proposal does not meet criteria 1 of the initial screening criteria requirements and shall not receive further consideration as proposed.

Findings that a proposal fails to meet the initial screening criteria are not subject to administrative appeal (*FSH 2709.11 sec. 12.22(1)(d)*). Please find your original proposal enclosed with this letter.

When the Forest Service commented on the Weather Modification Feasibility Study proposal in 2004 we informed the WWDC that the Forest Service does not allow long-term weather modification programs that produce, during any part of successive years, a repeated or prolonged change in the weather directly affecting wilderness areas (see attached letter dated 12/21/2004).

The Forest Service supports properly designed and scientifically and technically sound snow augmentation or other weather modification activities carried out by cooperators, provided those activities and anticipated results are consistent with all applicable laws and regulations governing the administration and management of NFS lands (*FSM 2522.12b*). The Medicine Bow-Routt National Forests and Thunder Basin National Grassland is prepared to work with the WWDC and the State of Wyoming to develop future proposals for weather modification programs that would not be in conflict with our management direction for congressionally designated wilderness areas and provide guidance on applicable laws, regulations, and policies related to weather modification activities on NFS lands.

If you have further questions contact Nathan Haynes, Realty Specialist, at (307)745-2430 or [nhaynes@fs.fed.us](mailto:nhaynes@fs.fed.us).

Sincerely,



DENNIS L. JAEGER  
Forest Supervisor

cc: Jim Bedwell, Deb Ryon, Ralph Swain, Sandy Henning



United States  
Department of  
Agriculture

Forest  
Service

Rocky  
Mountain  
Region

P.O. Box 25127  
Lakewood, CO 80401  
Delivery: 740 Simms Street  
Golden, CO 80401  
Voice: 303-275-5350  
TDD: 303-275-5367

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File Code: 2500

Date: December 21, 2004

Wyoming Water Development Commission  
6920 Yellowtail Road  
Cheyenne, WY 82002

Dear Commissioners:

Thank you for the opportunity to comment on the Weather Modification Feasibility Study proposal. The National Forests have a significant role in this proposal as it specifically relates to the Bridger-Teton, Shoshone, and Medicine Bow National Forests in Wyoming and our Rocky Mountain Research Station. Our staffs attended public meetings hosted by the Water Development Commission over the last year and we know there is strong public interest both for and against this proposal. This public interest will play a significant role in any decisions the Forest Service may make relative to this proposal.

We support your objective to provide a rigorous scientific study. If the pilot study is approved, the Forest Service and the Rocky Mountain Research Station of the Forest Service would like to discuss our role as potential partners in this study and/or in the independent validation and monitoring of the research. We strongly encourage you to include independent validation and monitoring in the study.

The Forest Service supports properly designed and scientifically and technically sound snow augmentation or other weather modification activities carried out by cooperators, provided those activities and anticipated results are consistent with all applicable laws and regulations governing the administration and management of National Forest System lands (FSM 2522.12b, enclosed).

The areas of greatest interest and concern to the National Forests are:

- Criteria for operation, suspension, research, and evaluation
- Water quality and watershed health
- Air Quality
- Research and occupancy on National Forest System Lands
- Congressionally Designated Wilderness



**Criteria for operation, suspension, research, and evaluation criteria:**

The Forest Service would like to be involved with development of these criteria from the earliest stage possible. We bring extensive experience from operations in Nevada and California.

Current weather modification operations in the States of Nevada and California have direct and indirect effects on National Forest System lands. Augmentation rates determined through rigorous scientific analysis range between 2 and 10 percent. This falls well within the range of natural variability between winter seasons and for individual storms. Augmentation rates are highly dependent on operational and suspension criteria, the type of storm and the number of seeding opportunities (dry year verses wet year). Site (target area) specific operational and suspension criteria were developed collaboratively, through scientific analysis, public input, and input from affected agencies, including the Forest Service. These criteria are adaptive and may be modified based on information gathered during past and current "real time" monitoring and research.

**Water quality and watershed health:**

The condition of some watersheds on the national forests is currently of concern due to wildfire or other causes. Increased streamflow due to snow augmentation in these watersheds may further impact watershed condition and stream health. The commission is encouraged to include strict monitoring standards and guidelines to minimize potential impacts when targeting impaired watersheds or watersheds of concern, as identified by the Forest Service.

We strongly endorse inclusion of a rigorous trace mineral (silver) water monitoring program as a part of the pilot study to meet water quality standards and watershed health criteria.

**Air Quality:**

The Clean Air Act requires that Air Quality Related Values (AQRVs), including visibility and water quality, are maintained in Class I airsheds, such as wilderness. These AQRVs must be closely monitored and management adapted if standards are exceeded.

The Forest Service has 20 years of air quality monitoring data from stations in the Wind River Range. This data may be helpful in developing operational parameters related to this proposal and these monitoring stations may provide high quality monitoring related to the proposal. Impacts to the existing monitoring efforts and equipment must also be evaluated. Five (5) of the monitoring sites are part of National Air Quality Monitoring Networks: Four (4) NADP (National Atmospheric Deposition Program) and one (1) IMPROVE (Interagency Monitoring of Protected Visual Environments). Commission coordination with the agencies involved with these programs is advised.

We strongly endorse inclusion of a rigorous trace mineral (silver) air monitoring program as a part of the pilot study to meet air quality standards.

Please provide any information available related to the operational parameters on concentration, volumes and mean particle size of the silver iodide particles being emitted by the generators or applied by air so that we may determine if visibility might be impacted.

#### **Research and occupancy on National Forest System Lands:**

Research projects at this scale and duration and any associated structures or facilities proposed on National Forest System (NFS) lands requires the issuance of a special use authorization for the occupancy and use of NFS lands required for the activity. Appropriate documentation compliant with the National Environmental Policy Act (NEPA) is required and the costs related to the NEPA analysis will be the responsibility of the state.

#### **Congressionally Designated Wilderness:**

The Chief of the Forest Service is responsible for decisions regarding weather modification activities that affects wilderness. (FSM 2323.04b(6), enclosed)

The Forest Service may approve wilderness as a target area for weather modification only when:

1. The proponent can provide scientifically supportable evidence that the activities will not produce permanent, substantial changes in natural conditions.
2. The proposal includes no feature that will visibly alter or otherwise impact the wilderness environment.
3. The proposal includes no feature that is likely to reduce the value of wilderness for recreation, scenic, scientific, educational, conservation, or historical use. (FSM 2323.45, enclosed)

Conversely, the Forest Service does not allow long-term weather modification programs that produce, during any part of successive years, a repeated or prolonged change in the weather directly affecting wilderness areas. (FSM 2323.45, enclosed)

Wilderness occupancy issues are avoided when any land based operations are proposed to be sited outside wilderness areas. We strongly encourage full evaluation of all options to site any land based operations outside wilderness areas or other non-motorized areas.

We look forward to working with the public, the State of Wyoming, and the Commission as this proposal is considered. Close coordination between the National Forests in Wyoming, the Rocky Mountain Research Station, and the state agencies will be required to ensure any activities

considered on National Forest Service lands are evaluated appropriately and comply with laws and regulations, if authorized.

If possible, we would like to have hard copies of all scientific research referenced in the feasibility study. The Rocky Mountain Research Station has recently provided us with a literature search that we would be happy to share with you. Please let Jane Darnell, the Forest Service Capitol City Coordinator (307.777.6087) know if you have any questions or need additional information.

Sincerely,

/s/ Rick D. Cables  
RICK D. CABLES  
Regional Forester

/s/ John R. Toliver (for)  
MARCIA PATTON-MALLORY  
Rocky Mountain Research Station  
Director

/s/ Bert Kulesza (for)  
JACK G. TROYER  
Regional Forester, Region 4

Enclosure

cc: Forest Supervisor, Bridger-Teton NF's  
Forest Supervisor, Shoshone NF  
Forest Supervisor, Medicine Bow NF



**2016-17 WWDC/SWC MEETING SCHEDULE**  
(Revised – August 2016)

<u>Date</u>	<u>Day</u>	<u>Program Item</u>
<b><u>AUGUST</u></b>		
August 24-26, 2016	Wed-Fri	WWDC/SWC Workshop/Summer Tour/Joint Meeting Saratoga/Encampment
<b><u>NOVEMBER</u></b>		
November 9, 2016	Wed	WWDC/SWC Workshop (Casper)
November 10-11, 2016	Thurs-Fri	WWDC/SWC Joint Meeting (Preliminary Funding recommendations) (Casper)
<b><u>DECEMBER</u></b>		
December 14-15, 2016	Wed-Thur	WWDC Workshop/Meeting (Final Funding Recommendations) (Cheyenne)
December 16, 2016	Friday	Select Water Committee Meeting (Review draft Omnibus Water Bills) (Cheyenne)
<b><u>MARCH</u></b>		
March 2, 2017	Thursday	WWDC Workshop (Cheyenne)
March 3, 2017	Friday	WWDC Meeting, Scopes & Short List
<b><u>MAY</u></b>		
May 2-4, 2017	Tue-Thurs	WWDC Consultant Selection Interviews (Cheyenne)
May 5, 2017	Friday	WWDC Meeting, Selection Approval
<b><u>JUNE</u></b>		
June 8, 2017	Thursday	WWDC/SWC Workshop (Cheyenne)
June 9, 2017	Friday	WWDC/SWC Joint Meeting, Contract Approval
<b><u>AUGUST</u></b>		
August 23-25, 2017	Wed-Fri	WWDC/SWC Workshop/Summer Tour/ Meeting (TBD)
<b><u>NOVEMBER</u></b>		
November 1, 2017	Wed	WWDC/SWC Workshop (Casper)
November 2-3, 2017	Thurs-Fri	WWDC/SWC Joint Meeting (Preliminary Funding Recs) (Casper)