

Name Douglas County Dept. of Public Works

By

Address Rm. 107 Justice Bldg.
Roseburg, OR 97470

Date filed May 6, 1981
Priority May 6, 1981 for 38,000 AF
February 23, 1982 for 4,255 AF
Action suspended until OK Oct

Return to applicant
Date of approval AUG 14 1984

CONSTRUCTION

Date for beginning AUG 14 1985
Date for completion OCT 1 1985
Extended to 10-1-87

Date for application of water
Extended to

PROSECUTION OF WORK

Form "A" filed September 3, 1985
Form "B" filed 10-29-87
Form "C" filed

FINAL PROOF

Blank mailed OCT 22 1998
Proof received
Date certificate issued JAN 22 1999

Application No. R-61641
Permit No. R 9964
Certificate No. 75970

Stream Index, Page No. 16-BD

Maps in D-29-5
Plans & Specs In Dan file:
G-29

339.00
432.50
821.50 OK

FEES PAID

Date	Amount	Receipt No.
5-6-81	389.00	239479
6-18-84	432.50	43194

Cert. Fee

FEES REFUNDED

Date	Amount	Check No.
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ASSIGNMENTS

Date	To Whom	Address	Volume	Page
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REMARKS

Card for A AUG 16 1985

copy to Tom Klitz May 18, 1981

CARD FOR B OCT 15 1985

App	Per
See files 61642	48635
68969	42284
68969	
69101	50865
69102	8
69107	50866

all files sent
68791 - missing
73480 - ck. out.
it is in now

CARD FOR B OCT 9 1987

App	Per
69398	50154
68731	42702
73480	

T9543

RECEIVED
AUG 23 1985
WATER RESOURCES DEPT
Salem, Oregon

Form A (690-9-77)

Application No. R-61641

NOTICE OF BEGINNING OF CONSTRUCTION

I, Douglas County Water Resources Survey, the holder of Permit No. R9964

to appropriate the public waters of the state of Oregon, began the actual construction of the works described thereon on the 14 day of MARCH, 1985.

Remarks: Phase I Road was 80% complete and the Ram Contract was awarded.

The appropriator must state the manner of beginning of construction, the amount of work completed and the type of equipment acquired for the water system up to the date of this statement, and any additional information which shows a substantial beginning of construction as authorized by your permit.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st. day of August, 1985.

M. [Signature]
(Signature of Applicant)

Room 103 Justice Building, Roseburg 97470
(Address)

Fill out, detach and mail to the Water Resources Department, Salem, OR 97310, when construction work is begun.

SP*35567-690

RECEIVED
AUG 23 1985
WATER RESOURCES DEPT
Salem, Oregon

Form A (690-9-77)

Application No. 61642

NOTICE OF BEGINNING OF CONSTRUCTION

I, Douglas County Water Resources Survey, the holder of Permit No. 48635

to appropriate the public waters of the state of Oregon, began the actual construction of the works described thereon on the 14 day of MARCH, 1984.

Remarks: Phase I Road was 80% complete and the Ram Contract was awarded.

The appropriator must state the manner of beginning of construction, the amount of work completed and the type of equipment acquired for the water system up to the date of this statement, and any additional information which shows a substantial beginning of construction as authorized by your permit.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st. day of August, 1985.

M. [Signature]
(Signature of Applicant)

Room 103 Justice Building, Roseburg 97470
(Address)

Fill out, detach and mail to the Water Resources Department, Salem, OR 97310, when construction work is begun.

SP*35567-690

R. 61641

STATE OF OREGON
COUNTY OF DOUGLAS
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

DOUGLAS COUNTY NATURAL RESOURCES
1036 SE DOUGLAS AVE. ROOM 306
ROSEBURG OR 97470

confirms the right to store water perfected under the terms of Reservoir Permit R-9964. The amount of water used to which this right is entitled is limited to the amount used beneficially, and shall not exceed the amount specified, or its equivalent in the case of rotation, measured at the point of diversion from the source. The specific limits and conditions of the use are listed below.

SOURCE OF WATER: COW CREEK, A TRIBUTARY OF SOUTH UMPQUA RIVER

STORAGE FACILITY: GALESVILLE RESERVOIR, APPROPRIATED UNDER PERMIT S-48635 AND
SUBSEQUENT PERMITS

PURPOSE or USE: MULTIPLE PURPOSE

MAXIMUM STORAGE VOLUME: 4000 ACRE-FEET

DATE OF PRIORITY: MAY 6, 1981

The dam is located as follows:

Twp	Rng	Mer	Sec	Q-Q
31 S	4 W	WM	28	SW NE
31 S	4 W	WM	28	NW SE

The area submerged by this reservoir is as follows:

Twp	Rng	Mer	Sec	Q-Q	GLot
31 S	4 W	WM	27	SW NE	6
31 S	4 W	WM	27	NW NW	
31 S	4 W	WM	27	SW NW	
31 S	4 W	WM	27	SE NW	5
31 S	4 W	WM	27	NE SW	
31 S	4 W	WM	27	NW SW	
31 S	4 W	WM	27	SW SW	
31 S	4 W	WM	27	SE SW	
31 S	4 W	WM	27	NW SE	
31 S	4 W	WM	27	SW SE	

NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.482. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.482. Pursuant to ORS 183.482, ORS 536.075 and OAR 137-003-0675, you may petition for judicial review and petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Twp	Rng	Mer	Sec	Q-Q	GLot
31 S	4 W	WM	28	NE NE	
31 S	4 W	WM	28	SW NE	
31 S	4 W	WM	28	SE NE	
31 S	4 W	WM	28	NE SE	
31 S	4 W	WM	28	NW SE	
31 S	4 W	WM	28	SW SE	
31 S	4 W	WM	28	SE SE	
31 S	4 W	WM	34	NE NE	
31 S	4 W	WM	34	NW NE	
31 S	4 W	WM	34	SW NE	
31 S	4 W	WM	34	SE NE	
31 S	4 W	WM	34	NE NW	
31 S	4 W	WM	34	NW NW	
31 S	4 W	WM	34	SW NW	
31 S	4 W	WM	34	SE NW	
31 S	4 W	WM	34	NE SE	
31 S	4 W	WM	34	SE SE	
31 S	4 W	WM	35	SW NW	
31 S	4 W	WM	35	NW SW	
31 S	4 W	WM	35	SW SW	
32 S	4 W	WM	2	SW NE	
32 S	4 W	WM	2	SE NE	
32 S	4 W	WM	2	NW NW	
32 S	4 W	WM	2	SW NW	
32 S	4 W	WM	2	SE NW	
32 S	4 W	WM	3	NE NE	

The water user shall maintain and operate gaging stations or other suitable devices for measuring and recording inflow to and releases from the reservoir and shall make the data available at the request of the watermaster. The water user shall obtain the Department's approval prior to modifying the measuring devices or maintenance and operational protocols.

The right to store and use of the water is restricted to beneficial use at the place of use described and is subject to all other conditions and limitations contained in Certificate 75970 and any related decree.

This certificate is issued to confirm a CHANGE IN CHARACTER OF USE approved by an order of the Water Resources Director entered May 26, 2005, at Special Order Volume 64, Page 553, approving Transfer Application 9543, and together with Certificate 91395, supercedes Certificate 75970, State record of Water Right Certificates.

JUN 03 2016

Issued _____.



Dwight French
Water Right Services Division Administrator, for
Thomas M. Byler, Director
Oregon Water Resources Department

STATE OF OREGON

COUNTY OF DOUGLAS

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

DOUGLAS COUNTY WATER RESOURCES SURVEY
1036 SE DOUGLAS AVE. ROOM 306
ROSEBURG OR 97470

confirms the right to store the waters of COW CREEK, a tributary of SOUTH UMPQUA RIVER, in GALESVILLE RESERVOIR, appropriated under Permit S-48635 AND SUBSEQUENT PERMITS FOR FISH ENHANCEMENT, MUNICIPAL USE, INDUSTRIAL USE, IRRIGATION AND RECREATION.

This right to store these waters was perfected under Reservoir Permit R-9964. The date of priority is MAY 6, 1981 FOR 38,000 ACRE-FEET (AF) AND FEBRUARY 23, 1982 FOR 4225 AF. The amount of water entitled to be stored under this right is shall not exceed 38,225 AF; BEING 4000 AF FOR FISH ENHANCEMENT, 4450 AF FOR MUNICIPAL USE, 2400 AF FOR INDUSTRIAL USE, 10,951 AF FOR IRRIGATION AND 16,424 AF FOR RECREATION

The dam is located as follows:

Twp	Rng	Mer	Sec	Q-Q
31 S	4 W	WM	28	SW NE
31 S	4 W	WM	28	NW SE

The area inundated by the reservoir is located within:

Twp	Rng	Mer	Sec	Q-Q	GLot
31 S	4 W	WM	27	SW NE	6
31 S	4 W	WM	27	NW NW	
31 S	4 W	WM	27	SW NW	
31 S	4 W	WM	27	SE NW	5
31 S	4 W	WM	27	NE SW	
31 S	4 W	WM	27	NW SW	
31 S	4 W	WM	27	SW SW	
31 S	4 W	WM	27	SE SW	
31 S	4 W	WM	27	NW SE	
31 S	4 W	WM	27	SW SE	
31 S	4 W	WM	28	NE NE	
31 S	4 W	WM	28	SW NE	
31 S	4 W	WM	28	SE NE	
31 S	4 W	WM	28	NE SE	
31 S	4 W	WM	28	NW SE	
31 S	4 W	WM	28	SW SE	
31 S	4 W	WM	28	SE SE	
31 S	4 W	WM	34	NE NE	
31 S	4 W	WM	34	NW NE	
31 S	4 W	WM	34	SW NE	
31 S	4 W	WM	34	SE NE	
31 S	4 W	WM	34	NE NW	
31 S	4 W	WM	34	NW NW	
31 S	4 W	WM	34	SW NW	
31 S	4 W	WM	34	SE NW	

Twp	Rng	Mer	Sec	Q-Q	GLot
31 S	4 W	WM	34	NE SE	
31 S	4 W	WM	34	SE SE	
31 S	4 W	WM	35	SW NW	
31 S	4 W	WM	35	NW SW	
31 S	4 W	WM	35	SW SW	
32 S	4 W	WM	2	SW NE	
32 S	4 W	WM	2	SE NE	
32 S	4 W	WM	2	NW NW	
32 S	4 W	WM	2	SW NW	
32 S	4 W	WM	2	SE NW	
32 S	4 W	WM	3	NE NE	

The right to store and use the water for the above purpose is restricted to beneficial use at the place of use described.

This certificate describes that portion of the water right confirmed by Certificate 75970, State Record of Water Right Certificates, NOT modified by the provisions of an order of the Water Resources Director entered May 26, 2005 approving Transfer Application 9543 AND correctly identifies the quantity of water that may be stored for RECREATION.

The issuance of this superseding certificate does not confirm the status of the water right in regard to the provisions of ORS 540.610 pertaining to forfeiture or abandonment.

Issued JUN 03 2016



Dwight French, Water Right Services Administrator, for
Thomas M. Byler, Director
Oregon Water Resources Department

STATE OF OREGON

COUNTY OF DOUGLAS

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

DOUGLAS COUNTY WATER RESOURCES SURVEY
ROOM J - 103 JUSTICE BUILDING
ROSEBURG, OREGON 97470

confirms the right to store the waters of COW CREEK, a tributary of SOUTH UMPQUA RIVER, in GALESVILLE RESERVOIR, appropriated under Permit 48635 AND SUBSEQUENT PERMITS FOR FISH ENHANCEMENT, MUNICIPAL USE, INDUSTRIAL USE, IRRIGATION AND RECREATION.

The right to store these waters was perfected under Reservoir Permit R-9964. The date of priority is MAY 6, 1981 FOR 38,000 ACRE-FEET (AF) AND FEBRUARY 23, 1982 FOR 4225 AF. The amount of water entitled to be stored each year under this right is not more than 42,225 AF; BEING 4000 AF FOR FISH ENHANCEMENT, 4450 AF FOR MUNICIPAL USE, 2400 AF FOR INDUSTRIAL USE, 14,951 AF FOR IRRIGATION AND ~~14,625~~ FOR RECREATION.

The dam is located as follows:

SW 1/4 NE 1/4
NW 1/4 SE 1/4
SECTION 28

TOWNSHIP 31 SOUTH, RANGE 4 WEST, W.M.

The area inundated by the reservoir is located within:

SW 1/4 NE 1/4
NW 1/4 NW 1/4
S 1/2 NW 1/4
SW 1/4
W 1/2 SE 1/4
SECTION 27

N 1/2
E 1/2 SE 1/4
SECTION 34

SW 1/4 NW 1/4
W 1/2 SW 1/4
SECTION 35

NE 1/4 NE 1/4
S 1/2 NE 1/4
SE 1/4
SECTION 28

TOWNSHIP 31 SOUTH, RANGE 4 WEST, W.M.

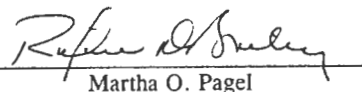
S 1/2 NE 1/4
NW 1/4 NW 1/4
S 1/2 NW 1/4
SECTION 2

NE 1/4 NE 1/4
SECTION 3

TOWNSHIP 32 SOUTH, RANGE 4 WEST, W.M.

The right to store and use the water for the above purpose is restricted to beneficial use at the place of use described.

WITNESS the signature of the Water Resources Director, affixed JANUARY 22, 1999.


Martha O. Pagel

Recorded in State Record of Water Right Certificates numbered 75970.

R-61641.SB

6,429

typo
17 Feb 2005
dep

to be corrected with
pending transfer
transmission.

STATE OF OREGON

COUNTY OF DOUGLAS

CERTIFICATE OF WATER RIGHT

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DOUGLAS COUNTY WATER RESOURCES SURVEY
ROOM J - 103 JUSTICE BUILDING
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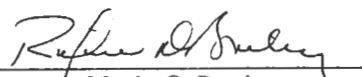
SW 1/4 NE 1/4
NW 1/4 SE 1/4
SECTION 28
TOWNSHIP 31 SOUTH, RANGE 4 WEST, W.M.

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SW 1/4 NE 1/4	N 1/2
NW 1/4 NW 1/4	E 1/2 SE 1/4
S 1/2 NW 1/4	SECTION 34
SW 1/4	
W 1/2 SE 1/4	SW 1/4 NW 1/4
SECTION 27	W 1/2 SW 1/4
	SECTION 35
NE 1/4 NE 1/4	
S 1/2 NE 1/4	
SE 1/4	
SECTION 28	
TOWNSHIP 31 SOUTH, RANGE 4 WEST, W.M.	
S 1/2 NE 1/4	NE 1/4 NE 1/4
NW 1/4 NW 1/4	SECTION 3
S 1/2 NW 1/4	
SECTION 2	
TOWNSHIP 32 SOUTH, RANGE 4 WEST, W.M.	

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WITNESS the signature of the Water Resources Director, affixed JANUARY 22, 1999.


Martha O. Pagel

Recorded in State Record of Water Right Certificates numbered 75970.

R-61641.SB

STATE OF OREGON
COUNTY OF DOUGLAS
CERTIFICATE OF WATER RIGHT

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DOUGLAS COUNTY WATER RESOURCES SURVEY
ROOM J - 103 JUSTICE BUILDING
ROSEBURG, OREGON 97470

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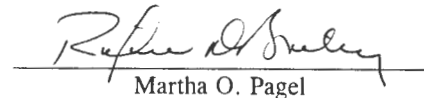
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NW 1/4 NW 1/4	E 1/2 SE 1/4
S 1/2 NW 1/4	SECTION 34
SW 1/4	
W 1/2 SE 1/4	SW 1/4 NW 1/4
SECTION 27	W 1/2 SW 1/4
	SECTION 35
NE 1/4 NE 1/4	
S 1/2 NE 1/4	
SE 1/4	
SECTION 28	
TOWNSHIP 31 SOUTH, RANGE 4 WEST, W.M.	
S 1/2 NE 1/4	NE 1/4 NE 1/4
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S 1/2 NW 1/4	
SECTION 2	
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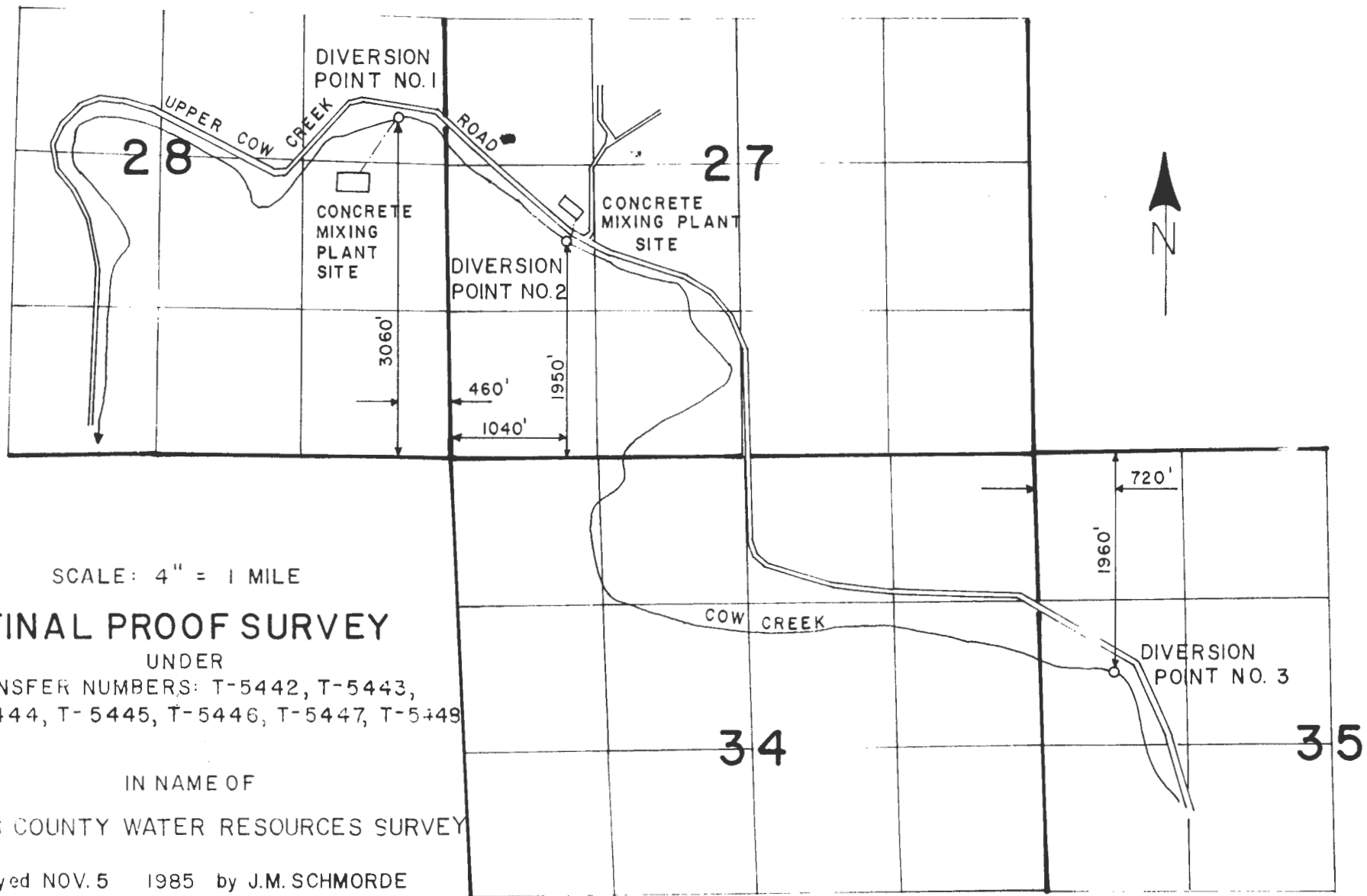
WITNESS the signature of the Water Resources Director, affixed JANUARY 22, 1999.


Martha O. Pagel

Recorded in State Record of Water Right Certificates numbered 75970.

R-61641.SB

T. 31 S., R. 4 W., W. M.





PROPOSED ROAD

PARK/RECREATION AREA

NORMAL POOL
42,225 ACRE FEET
AT ELEV. 1881.5

APPROXIMATE FISH
FACILITY LOCATION

APPROXIMATE POWERHOUSE
LOCATION

R.C.C.
DAM CREST

UPSTREAM OF
THIS POINT, ODFW
WOULD HELP PLAN
RESERVOIR CLEARING
FOR WILDLIFE/WETLANDS

NORMAL POOL
42,225 ACRE FEET
AT ELEV. 1881.5

CROSS-HATCHED AREAS
INDICATE FEDERAL OWNERSHIP

0 400 2000
SCALE FEET

T34 & 32S, R4W

GALESVILLE
RESERVOIR SITE
PROPERTY OWNERSHIP
SCALE: 1" = 400' DATE: 2-17-83

STATE OF OREGON
COUNTY OF DOUGLAS
PROPOSED CERTIFICATE OF WATER RIGHT

ok
final
1-24-99
dab

THIS CERTIFICATE ISSUED TO

DOUGLAS COUNTY WATER RESOURCES SURVEY
ROOM J - 103 JUSTICE BUILDING
ROSEBURG, OREGON 97470

confirms the right to store the waters of COW CREEK, a tributary of SOUTH UMPQUA RIVER, in GALESVILLE RESERVOIR, appropriated under Permit 48635 AND SUBSEQUENT PERMITS FOR FISH ENHANCEMENT, MUNICIPAL USE, INDUSTRIAL USE, IRRIGATION AND RECREATION.

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NW 1/4 SE 1/4
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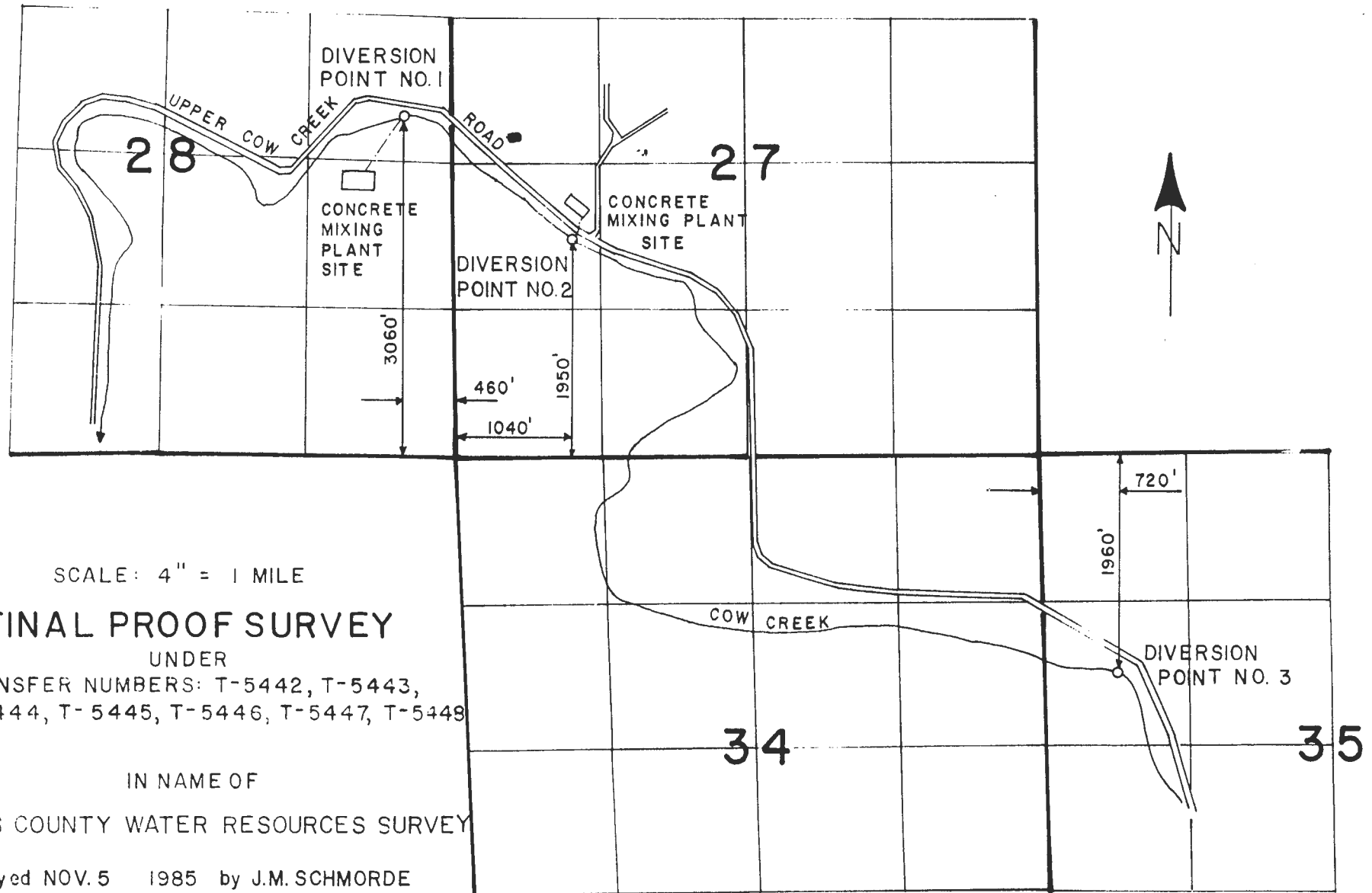
SW 1/4 NE 1/4	N 1/2
NW 1/4 NW 1/4	E 1/2 SE 1/4
S 1/2 NW 1/4	SECTION 34
SW 1/4	
W 1/2 SE 1/4	SW 1/4 NW 1/4
SECTION 27	W 1/2 SW 1/4
	SECTION 35
NE 1/4 NE 1/4	
S 1/2 NE 1/4	
SE 1/4	
SECTION 28	
TOWNSHIP 31 SOUTH, RANGE 4 WEST, W.M.	
S 1/2 NE 1/4	NE 1/4 NE 1/4
NW 1/4 NW 1/4	SECTION 3
S 1/2 NW 1/4	
SECTION 2	
TOWNSHIP 32 SOUTH, RANGE 4 WEST, W.M.	

The right to store and use the water for the above purpose is restricted to beneficial use at the place of use described.

R-61641.SB

dab

T. 31 S., R. 4 W., W. M.



SCALE: 4" = 1 MILE

FINAL PROOF SURVEY

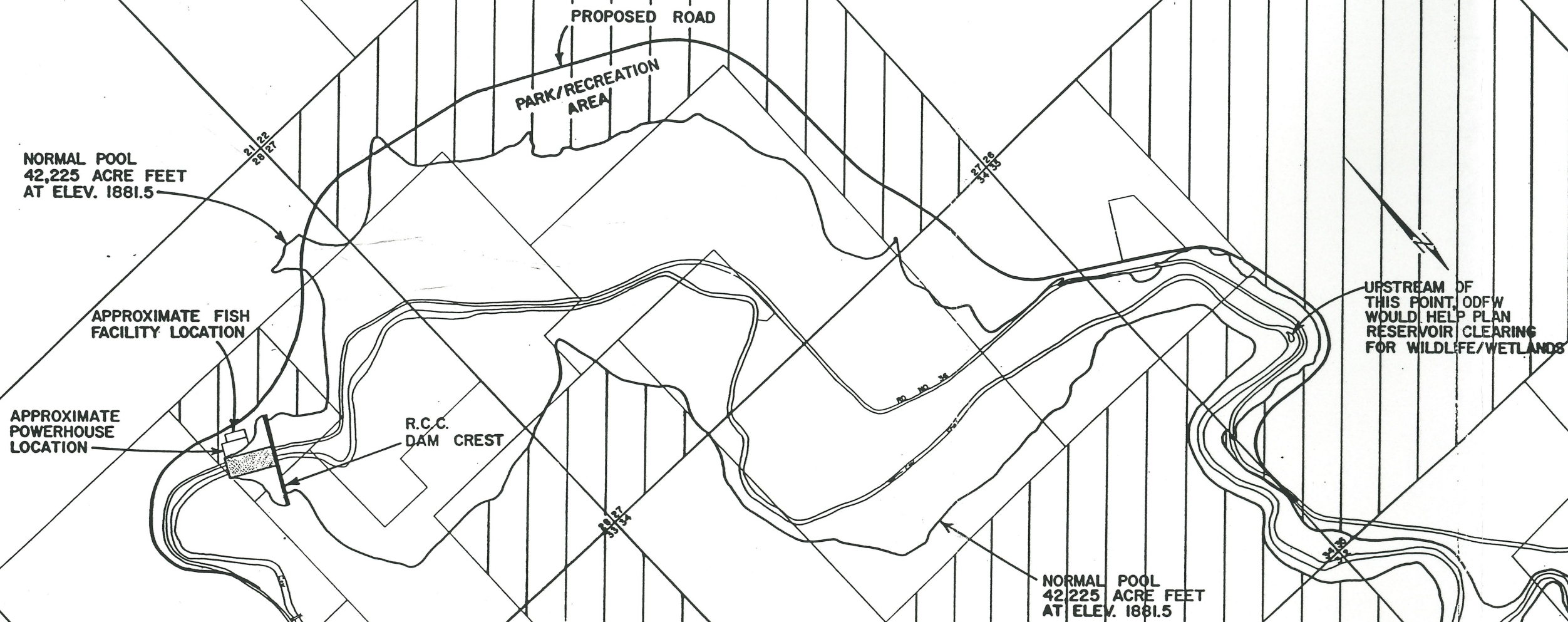
UNDER

TRANSFER NUMBERS: T-5442, T-5443,
T-5444, T-5445, T-5446, T-5447, T-5448

IN NAME OF

DOUGLAS COUNTY WATER RESOURCES SURVEY

Surveyed NOV. 5 1985 by J.M. SCHMORDE



0 400 2000
SCALE FEET

T31 & 32S, R4W

GALESVILLE
RESERVOIR SITE
PROPERTY OWNERSHIP
SCALE: 1" = 400' DATE: 2-17-93

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

In the Matter of Transfer Application)	FINAL ORDER APPROVING CHANGE
T-9543, Douglas County)	IN CHARACTER OF USE
)	

ORS 540.505 to 540.580 establishes the process in which a water right holder may submit a request to transfer the point of diversion, place of use, or character of use authorized under an existing water right. OAR Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications.

Applicant

DOUGLAS COUNTY NATURAL RESOURCES
1036 SE DOUGLAS AVE. RM 306
ROSEBURG OR 97470

Findings of Fact

1. On 9-8-2003, DOUGLAS COUNTY NATURAL RESOURCES filed a transfer application to change the character of use under Certificate 75970. The Department assigned the application number T-9543.
2. The portion the right to be transferred is as follows:
Certificate: 75970 in the name of DOUGLAS COUNTY WATER RESOURCES SURVEY (perfected under Permit R-9964)
Use: STORAGE FOR IRRIGATION
Priority Date: MAY 6, 1981
Rate: 4000 ACRE FEET
Limit/Duty: 4000 acre-feet
Source: COW CR, tributary to S UMPQUA R

Authorized Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
31 S	4 W	WM	28	SW NE	DAM LOCATION
31 S	4 W	WM	28	NW SE	DAM LOCATION

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Authorized Place of Use:

STORAGE							
Twp	Rng	Mer	Sec	Q-Q	GLot	DLC	Acres
31 S	4 W	WM	27	SW NE			N/A
31 S	4 W	WM	27	NW NW			N/A
31 S	4 W	WM	27	SW NW			N/A
31 S	4 W	WM	27	SE NW			N/A
31 S	4 W	WM	27	NE SW			N/A
31 S	4 W	WM	27	NW SW			N/A
31 S	4 W	WM	27	SW SW			N/A
31 S	4 W	WM	27	SE SW			N/A
31 S	4 W	WM	27	NW SE			N/A
31 S	4 W	WM	27	SW SE			N/A
31 S	4 W	WM	28	NE NE			N/A
31 S	4 W	WM	28	SW NE			N/A
31 S	4 W	WM	28	SE NE			N/A
31 S	4 W	WM	28	NE SE			N/A
31 S	4 W	WM	28	NW SE			N/A
31 S	4 W	WM	28	SW SE			N/A
31 S	4 W	WM	28	SE SE			N/A
31 S	4 W	WM	34	NE NE			N/A
31 S	4 W	WM	34	NW NE			N/A
31 S	4 W	WM	34	SW NE			N/A
31 S	4 W	WM	34	SE NE			N/A
31 S	4 W	WM	34	NE NW			N/A
31 S	4 W	WM	34	NW NW			N/A
31 S	4 W	WM	34	SW NW			N/A
31 S	4 W	WM	34	SE NW			N/A
31 S	4 W	WM	34	NE SE			N/A
31 S	4 W	WM	34	SE SE			N/A
31 S	4 W	WM	35	SW NW			N/A
31 S	4 W	WM	35	NW SW			N/A
31 S	4 W	WM	35	SW SW			N/A
32 S	4 W	WM	2	SW NE			N/A
32 S	4 W	WM	2	SE NE			N/A
32 S	4 W	WM	2	NW NW			N/A
32 S	4 W	WM	2	SW NW			N/A
32 S	4 W	WM	2	SE NW			N/A
32 S	4 W	WM	3	NE NE			N/A

3. Application T-9543 proposes to change the character of use to MULTIPLE PURPOSE.
4. Douglas County Natural Resources Division, submitted a letter, received on February 9, 2005, requesting transfer application 9543 be amended to specify the quantity of water being transferred as 4,000 acre feet.
5. There are inadvertent scrivener's errors in the application supplemental sheet and on the application map related to the authorized place of use that are inconsistent with the certificated water right. Finding of Fact #2 correctly describes the authorized place of use.

6. Certificate 75970 contains a scrivener's error in describing the quantity of water stored for RECREATION PURPOSES. The Certificate lists 14,626 acre feet. The correct quantity is 16,424 acre feet.
7. Notice of the application for transfer was published pursuant to ORS 540.520 and OAR 690-380-4000. No comments were filed in response to the notice.
8. Water has been used within the last five years according to the terms and conditions of the rights, and no evidence is available that would demonstrate that the rights are subject to forfeiture under ORS 540.610.
9. A diversion structure and reservoir sufficient to use the full amount of water allowed under the existing right are present.
10. The proposed change would not result in enlargement of the right
11. The proposed change would not result in injury to other water rights.
12. Douglas County Natural Resources Division, submitted a letter (FAX) received on March 3, 2005, giving their approval to proceed with issuance of the Preliminary Determination for transfer 9543.

Conclusions of Law

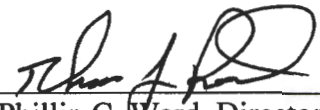
The proposed change in character of use in application T-9543 is consistent with the requirements of ORS 540.505 to 540.580, and OAR 690-380-5000.

Now, therefore, it is ORDERED:

1. The change in character of use proposed in application T-9543 is approved.
2. Water right certificate 75970 is cancelled.
3. The right to store and use of the water is restricted to beneficial use at the place of use described and is subject to all other conditions and limitations contained in Certificate 75970 and any related decree.
4. The proposed change shall be completed on or before October 1, 2006.
5. A Claim of Beneficial Use prepared by a Certified Water Rights Examiner shall be submitted by the applicant to the Department by October 1, 2007.
6. The water user shall maintain and operate gaging stations or other suitable devices for measuring and recording inflow to and releases from the reservoir and shall make the data available at the request of the watermaster. The water user shall obtain the Department's approval prior to modifying the measuring devices or maintenance and operational protocols.

7. When satisfactory proof of the completed changes is received, a new certificate describing the portion of the right not affected by this transfer, confirming the rights transferred, and correcting the scrivener's error will be issued.

Dated at Salem, Oregon this 26th day of May 2005.


For Phillip C. Ward, Director

Mailing date: MAY 31 2005



Oregon

John A. Kitzhaber, M.D., Governor

Water Resources Department

Commerce Building
158 12th Street NE
Salem, OR 97310-0210
(503) 378-3739
FAX (503) 378-8130

October 22, 1998

FRANK M. NIELSEN, DIVISION MANAGER
DOUGLAS COUNTY WATER RESOURCES SURVEY
ROOM J - 103 JUSTICE BUILDING
ROSEBURG, OREGON 97470

Reference: Transfer Files T-5442 through T-5448
File R-61641, Permit R-9964 - Galesville Reservoir

Dear Mr. Nielsen:

Thank you for your reply to my letter of July 1, 1998, providing information regarding the continued use of water under the above referenced transfers.

Enclosed are proposed certificates of water rights and map illustrating the location of the rights. The maps and proposed certificates represent the extent water was used within the terms of the transfers, based upon a survey and inspection.

If you do not agree with the proposed certificates or the maps, Oregon Administrative Rule 690-330-010 (2) allows the permittee or landowner 60 days from the mailing date of this notice to request the Department to reconsider the contents of the proposed certificate.

If you agree with the proposed certificate and map no response to this notice is required. Sometime after the 60 day period, the recorded certificates of water rights will be mailed to you. If you were waiting for the Directors determination that proof under the transfers was completed in order to file transfers to change the rights, you may do so at any time.

Also enclosed are two affidavits for your consideration. These affidavits describe the portion of Certificate 48125 for the irrigation of 8.8 acres of land which appears to be inundated by the reservoir and a portion of Certificate 49693 for domestic use for a home, the location of which also is inundated by the reservoir. If you agree the rights have been abandoned, please complete and return the affidavits.

Again I wish to thank you for providing information and please feel free to contact me if you have any questions and I will be happy to address any concerns you may have.

Sincerely,

Steve Brown
Certificates

c: M. John Youngquist



PUBLIC WORKS DEPARTMENT

Administration
1036 SE Douglas, Room 219
Roseburg, Oregon 97470
(541) 440-4208

DIVISIONS

Administrative Services
1036 SE Douglas, Room 220
Roseburg, Oregon 97470
(541) 440-4526

Engineering and Construction
1036 SE Douglas, Room 304
Roseburg, Oregon 97470
(541) 440-4481

Operations and Maintenance
433 Rifle Range Road
Roseburg, Oregon 97470
(541) 440-4268

Natural Resources
1036 SE Douglas, Room 306
Roseburg, Oregon 97470
(541) 440-4255

RECEIVED

OCT 12 1998

WATER RESOURCES DEPT.
SALEM, OREGON

October 9, 1998

Steve Brown, Program Analyst
Oregon Water Resources Department
158 12th Street, NE
Salem, Oregon 97310

Re: Files T-5442 through T-5448

Dear Mr. Brown:

In response to your earlier correspondence concerning the above referenced transfers, I would offer the following information:

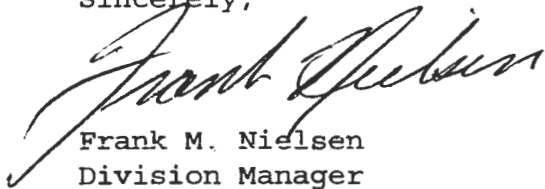
1. Douglas County, or its contractors, used the water for road construction, aggregate production, concrete making (roller compacted concrete) and miscellaneous construction activities in accordance with the special orders through 1986 on work associated with the construction of Galesville Dam and appurtenant features. The dam was completed in 1985, however, final features were completed in 1986.
2. From 1986 - 1994 water needed for construction work in the area was used for construction work annually for processing shoulder rock and damping existing paved road surfaces prior to chip sealing and other construction work in the area.
3. During 1994 and 1995 the Galesville Dam Crack repair was underway and considerable water was used in this process. Water used in 1994 and 1995 for the Galesville Dam Crack repair was in addition to water used for annual road construction and maintenance.
4. Each year since the completion of the Galesville Dam, Douglas County has had facilities on site capable of handling the entire rate and duty of the above referenced transfers. The County has been in position to use the water whenever needed for rock

processing, road construction/maintenance and dam maintenance.
This ability is in accordance with ORS 540.610 (3) (a) (b).

The County is prepared to provide statements of use from our Public Works Department and copies of the work accomplished during the Galesville Dam repairs in 1994 & 1995 upon request.

Please contact me if additional information is needed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Frank Nielsen", written in dark ink.

Frank M. Nielsen
Division Manager



Water Resources Department

3850 PORTLAND ROAD NE, SALEM, OREGON 97310

PHONE 378-3739

November 10, 1988

Douglas County Dept. of Public Works
Rm. 103, Justice Bldg.
Roseburg, OR 97470

REFERENCE: File R-61641 & 61642

We have received your notice that complete application of water has been made under permit R 9964 & 48635.

At a later date, a representative of this office will make an inspection and survey of your project.

You will be mailed a proposed certificate of water right covering the actual use of water as found by our Inspector. Any use described in the permit that was not made will not be included in the certificate.

In the meantime, the permit you hold is valid evidence of your right so long as you continue to use the water.

If you have any questions, please contact the Survey/Certificate Section at 378-3739.

Application No. R-61641

Permit No.

STATE OF OREGON WATER RESOURCES DEPARTMENT

RECEIVED

Application for a Permit to Construct a Reservoir

MAY 10 1984

WATER RESOURCES DEPT
SALEM, OREGON

I, Douglas County Water Resources Survey

(Name of Applicant)

of Room 103 Justice Building

(Mailing Address)

Roseburg

(City)

State of Oregon

97470

(Zip Code)

Phone No. 440-4255

do hereby make application for a permit to construct the Galesville reservoir

and to store the unappropriated waters of the State of Oregon, subject to existing rights.

1. The name of the stream from which the reservoir is to be filled is Cow Creek

tributary to South Umpqua River

2. If not in channel of a stream, state how it is to be filled. N/A

3. The dam will be located in the SW 1/4 of the NE 1/4 of Section 28

Township 31S, Range 4W, W. M.

4. The maximum height will be ± 167 feet above stream bed or ground surface at the centerline. The top width will be ± 954 feet, slope of upstream face vertical, slope of downstream face 0.8H:1V, and height of dam above water line when full 16 feet.

5. The dam will be (check one) earthfill, concrete, flashboard, other.

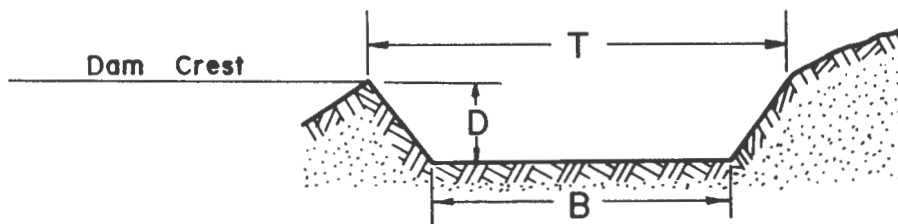
If "other", give description: Roller Compacted Concrete

6. Give the location, description, and dimensions of the outlet conduit: The outlet works will be located to the right of the spillway and will consist of three conduits embedded at the base of the dam. Two of the conduits will be controlled by 54-inch butterfly valves, and will be connected to intakes which move in the vertical. The third conduit will be controlled by a 66-inch butterfly valve, and will be connected to a stationary low level intake. The three conduits will merge into a single conduit controlled by a 60-inch Howell-Bunger valve. Two 36-inch diameter penstocks controlled by butterfly valves will branch off from the conduit controlled by the Howell-bunger valve.

Application No. Permit No. municipal-4,450 af., industrial-2,400 af., fish enhancement-4,000 af., irrigation-13,768 af.,
 7. The impounded water will be used for supplemental irrigation-1,183 af., hydroelectric generation, recreation carryover-14,624 af., and dead storage (silt pool) 1,800 af. ^①

M. J. J.
 6/18/84

8. The amount of water to be stored is 42,225 acre feet.
9. The area submerged by the reservoir, when full, will be 635 acres, and the maximum depth of water will be ± 132 feet.
10. Give the location and dimensions of the spillway a centrally located, ungated, ogee crest, overflow spillway designed to pass the probable maximum flood. (Specify whether prefer for concrete dam)



- The bottom width of the spillway, B, will be 175 feet.
- The top width of the spillway, T, will be 175 feet.
- The distance between the crest of the dam and the crest of the spillway, D, will be 16 feet. (Must be at least 2½ feet)

If any other type of spillway describe and give dimensions:

.....

.....

.....

.....

11. Construction work will begin on or before October 1, 1984
12. Construction work will be completed and the reservoir filled by October 1, 1987

Remarks: Final determination of storage allocation by individual users will be submitted when contracts are signed. Municipal, industrial and fish enhancement storage to share equally the highest priority. Irrigation and recreation to have 2nd. and 3rd. priorities respectively. No storage designated for hydroelectric generation - generation will occur through releases for other beneficial uses. Final plans and specifications have been submitted to, and approved by, the Dam Safety Section.

^① Dead storage may be used for recreation - *M. J. J.* 6-18-84

Signature of Applicant

Signature of Applicant _____

In order to retain its priority, this application must be returned to the Water Resources Director with corrections on or before....., 19.....

..... *Water Resources Director*

By

Application No.

Permit No.....

Application No.

Permit No.

**Permit to Construct a Reservoir
and Store for Beneficial Use the Public Waters
of the State of Oregon**

This is to certify that I have examined the foregoing application and do hereby grant the same subject to the following limitations and conditions. The right herein granted is limited to the construction of

.....
.....
.....
.....
.....
.....

The right hereunder shall be limited to the storage of acre feet.

The priority date of this permit is

Actual construction work shall begin on or before and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 19.....

WITNESS my hand this day of, 19.....

.....
Water Resources Director

SUPERCEDED

Application No. R-61641

Permit No. _____

STATE OF OREGON WATER RESOURCES DEPARTMENT

RECEIVED

Application for a Permit to Construct a Reservoir

MAY 6 1981

WATER RESOURCES DEPT
SALEM, OREGON

I, Douglas County Department of Public Works

(Name of Applicant)

of Room 104 Justice Building

(Mailing Address)

Roseburg

(City)

State of Oregon

97470

(Zip Code)

Phone No. 440-4255

do hereby make application for a permit to construct the Galesville reservoir

and to store the unappropriated waters of the State of Oregon, subject to existing rights.

1. The name of the stream from which the reservoir is to be filled is Cow Creek

tributary to South Umpqua River

2. If not in channel of a stream, state how it is to be filled. N/A

3. The dam will be located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28,
Township 31S., Range 4W., W. M.

4. The maximum height will be 158 feet above stream bed or ground surface at the
centerline. The top width will be 950 feet, slope of upstream face 3:1,
slope of downstream face 2.5:1, and height of dam above water line when full
41 feet.

5. The dam will be (check one) earthfill, concrete, flashboard, x other.
If "other", give description: Impervious central core-upstream shell to be constructed
of alluvial sands and gravels with riprap three feet thick - downstream shell to
be constructed of gravels and silt.

6. Give the location, description, and dimensions of the outlet conduit: sloping multiple
intake structure will include a 325 foot long conduit with four intakes equipped
(All dams across natural stream channels must be provided with an outlet conduit, of such capacity and location to pass the normal flow of the stream at any time)
with 36" butterfly valves. Intake conduit 4 foot in diameter feeding low level
intake structure which contains two 66" square slide gates. Main conduit will be a
6' diameter steel lined reinforced concrete conduit approximately 900' long.

Application No. R61641

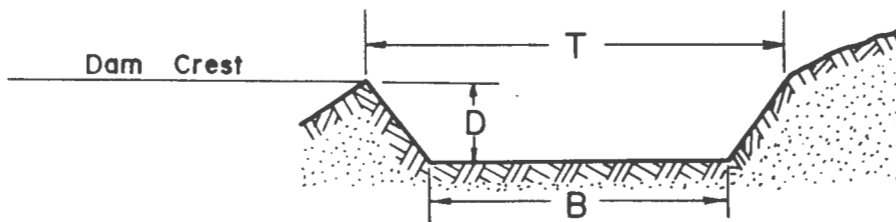
Permit No.

7. The impounded water will be used for municipal, industrial, irrigation, recreation,
fish enhancement and hydroelectric generation (see remarks)

8. The amount of water to be stored is ~~50,000~~ 42,225 see letter of 2-22-82 QAB acre feet.

9. The area submerged by the reservoir, when full, will be 620 acres,
and the maximum depth of water will be 120 feet.

10. Give the location and dimensions of the spillway located on left bank around dam
(State whether over or around dam)



The bottom width of the spillway, *B*, will be 75 feet.

The top width of the spillway, *T*, will be 75 feet.

The distance between the crest of the dam and the crest of the spillway, *D*, will be 41 feet.
(Must be at least 2½ feet)

If any other type of spillway describe and give dimensions:

.....
.....
.....
.....

11. Construction work will begin on or before October 1, 1983

12. Construction work will be completed and the reservoir filled by October 1, 1987

Remarks:

..... Final plans and specifications to be submitted later.

..... Final determination of storage allocation by individual uses will

..... be submitted later.

.....

Application No. R 61641

Permit No.

**Permit to Construct a Reservoir
and Store for Beneficial Use the Public Waters
of the State of Oregon**

This is to certify that I have examined the foregoing application and do hereby grant the same subject to the following limitations and conditions. The right herein granted is limited to the construction of

.....
.....
.....
.....
.....
.....

The right hereunder shall be limited to the storage of acre feet.

The priority date of this permit is

Actual construction work shall begin on or before and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 19.....

WITNESS my hand this day of, 19.....

.....
Water Resources Director


Signature of Applicant

This is to certify that I have examined the foregoing application, together with the accompanying maps and data, and return the same for.....

In order to retain its priority, this application must be returned to the Water Resources Director with corrections on or before....., 19.....

WITNESS my hand this day of, 19.....

Water Resources Director

By

This instrument was first received in the office of the Water Resources Director at Salem, Oregon, on the

..... 6 day of May, 1981, at 11:00 o'clock A.M.

Application No. 161641

Permit No.....

Application for Extension of Time

TO THE WATER RESOURCES DIRECTOR OF OREGON

RECEIVED

OCT 28 1985

I, Douglas County Water Resources Survey **WATER RESOURCES DEPT**
Name **SALEM, OREGON**Justice Building, Room J-103

Mailing Address

Roseburg,

City

Oregon

State

97470

Zip

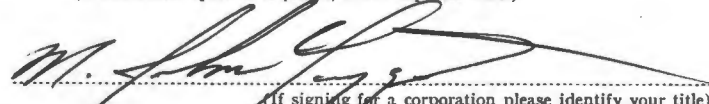
R-9964

record owner of water right permit No. 48635, do hereby request that the time in which to:☒ complete the construction of works and/or purchase and installation of the equipment necessary to the use of water, which time now expires on October 1, 1985, be extended to October 1, 1987; and/or the time in which to☒ accomplish beneficial use of water to the full extent now intended under the terms of said permit, which time now expires on October 1, 1986, be extended to October 1, 1988.

I have accomplished the following described works and/or purchase and installation of equipment necessary to the use of water under said permit:

within the past year expended \$15,576,400.00 to complete construction of theGalesville Dam,prior to this past year expended \$7,500,000.00 to construct by-pass road so dam
construction could start, excavate foundation and pour stilling basin.and have accomplished beneficial use of water to the extent of (IF FOR IRRIGATION, STATE HOW MANY ACRES HAVE BEEN IRRIGATED) No water stored as state law would not allow storage
of water during the two month period between "A" date and "B" date.

(If additional space is required, attach separate sheet)


(If signing for a corporation please identify your title)
M. John Youngquist, Project AdministratorDated Oct. 18, 1985MAIL COMPLETED APPLICATION AND STATUTORY FEE
OF \$ 100.00 FOR EACH PERMIT TO:Water Resources Department
Mill Creek Office Park
555 13th Street, N.E.
Salem, Oregon 97310B
10-1-87
C
10-1-88
MJE

Abstract of Permit

This is to certify that I have examined APPLICATION **R-61641** and do hereby grant the same SUBJECT TO EXISTING RIGHTS AND THE FOLLOWING LIMITATIONS AND CONDITIONS:

This permit is issued to **Douglas County Water Resources Survey of Room 103, Justice Building, Roseburg, Oregon 97470, phone 440-4255**, for the construction of **Galesville Reservoir** and storage of water from Cow Creek to be appropriated under Application 61642, Permit 48635 for the use of 4000 acre-feet for fish enhancement, and permits to be issued approving applications to be filed to provide for the use *

The dam will be LOCATED in the: **SW 1/4 NE 1/4 of Section 28, Township 31 South, Range 4 West, WM, in the County of Douglas.**

The maximum height will be **167** feet above the stream bed or ground surface at the centerline. The top width will be **954 feet**, slope of upstream face **Vert.**, slope of downstream face **1:8**, and height of dam above water line when full **16.0 feet**

The area submerged by the reservoir, when full, will be **635 acres**, and the maximum depth of water will be **132 feet**

* of 4450 acre-feet for municipal use, 2400 acre-feet for industrial use, 14,951 acre-feet for irrigation and 16,424 acre-feet for recreation,

The location and dimensions of the spillway are: Around the dam, the bottom width of the spillway will be 175 feet. The top width of the spillway will be 175 feet. The distance between the crest of the dam and the crest of the spillway will be 16.0 feet.

The location and dimension of the outlet conduit will be: The outlet works will be located to the right of the spillway and will consist of three conduits embedded at the base of the dam. Two of the conduits will be controlled by 54-inch butterfly valves, and will be connected to intakes which move in the vertical. The third conduit will be controlled by a 66-inch butterfly valve, and will be connected to a stationary low level intake. The three conduits will merge into a single conduit controlled by a 60-inch Howell-Bunger valve. Two 36-inch diameter penstocks controlled by butterfly valves will branch off from the conduit controlled by the Howell-Bunger valve.

The structure is in the channel.

The dam will be roller compacted concrete.

The right hereunder shall be limited to the storage of **42,225 acre-feet**

The PRIORITY DATE of this permit is **May 6, 1981 for 38,000 af and February 23, 1982 for 4,225 af**

Actual construction work shall begin on or before **August 14, 1985**, and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 1985. *Extended to 87*

Witness my hand this **14th** day of **August**, 1984.

WATER RESOURCES DIRECTOR

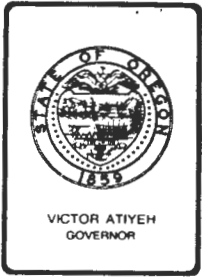
per drawing to N. O. [unclear] 10/20/84

This permit, when issued, is for the beneficial use of water. By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan. It is possible that the land use you propose may not be allowed if it is not in keeping with the goals and the acknowledged plan. Your city or county planning agency can advise you about the land-use plan in your area.

APPLICATION **R-61641**

PERMIT

R 9964



Water Resources Department

3850 PORTLAND ROAD NE, SALEM, OREGON 97310

PHONE 378-8508

December 27, 1985

Douglas County Water Resources Survey
Justice Building, Room J-103
Roseburg, OR 97470
M. John Youngquist

REFERENCE: Files R-61641 and 61642

Dear Mr. Youngquist:

Your applications for extensions of the time limits in which to complete construction under the terms of your Permits Numbered R-9964 and 48635, and make complete application of water under the terms of Permit Number 48635 have been received. We also have your check in the amount of \$200.00.

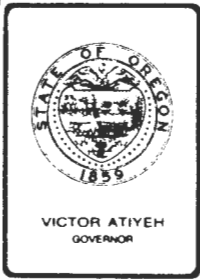
The applications indicate reasonable diligence has been exercised toward completion of the proposed projects; therefore, the time limit for completion of construction under Permits R-9964 and 48635, has been extended to October 1, 1987 and the time limit to make complete application of water under Permit 48635 has been extended to October 1, 1988.

Sincerely,

Bruce A. Estes, Supervisor
Survey/Certificates Section

BAE:cle

Enclosures



Water Resources Department
MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

PHONE 378-8508

Spetember 6, 1985

M. John Younquist
Water Reosurces Survey
Room 103 - Justice Building
Roseburg, OR 97470

Dear Mr. Youngquist:

REFERENCE: Files R-61641 and 61642

We have received your letter of August 30, 1985, and A notices and accepted them as evidence of satisfying the notice of beginning of construction of the projects allowed by Permits R-9964 and 48635.


I am, along with several other employees of this department, aware of the progress and status of the construction of the Galesville Project.

The requirement for the submittal of Forms A is for our records, as Water Resources Department personel with first hand knowledge cannot make reports on behalf of a permittee.

The construction of the by-pass road so the dam could be built did not satisfy the requirement of beginning of construction of the water project, as described by your original notices.

If you have any questions, please feel free to contact me.

Sincerely,


Stephen C. Brown
Senior Water Rights Examiner

SCB:jvm



WATER RESOURCES SURVEY

Room 103 - Justice Building - Roseburg, Oregon 97470
Telephone (503) 440-4255

August 30, 1985

Mr. Stephen C. Brown
Water Resources Department
Mill Creek Office Park
555 13th St., N. E.
Salem, Oregon 97310

RECEIVED
SEP 03 1985
WATER RESOURCES DEPT
SALEM, OREGON

Dear Mr. Brown:

This letter is in response to your correspondence dated August 27, 1985, and to serve as the "Form A" for file numbers R-61641 and 61642.

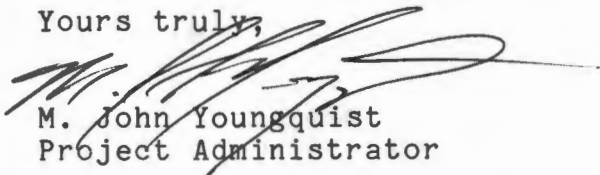
The original "Form A's" filed may not have contained enough data to constitute substantial beginning of construction because I erroneously thought the "A" date was March, 1984. At that time, the County had expended only \$5,000,000.00 towards the construction of the Galesville Project (construction of the by-pass road so the dam could be built) and had just awarded a \$12,758,000.00 contract for construction of the dam.

Further investigation shows the "A" date to be August 14, 1985. By that date, the County had expended in excess of \$19,000,000.00 on construction and all the Roller Compacted Concrete had been placed. For your information, I am enclosing a picture of the project taken in June, 1985, as evidence of substantial beginning.

If additional information is needed, you could contact Mr. Barry Norris who has made several trips to the site in 1984 and 1985, and/or Mr. "Bill" Young who visited the site on June 25, 1985.

Please contact me if you need any additional information.

Yours truly,



M. John Youngquist
Project Administrator

xc: Gary Ball



Water Resources Department

MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

PHONE 378-8508

August 27, 1985

M. John Youngquist
Douglas County Water Resources
Survey
Room 103 Justice Building
Roseburg, OR 97470

REFERENCE: Files Numbered R-61641 and 61642

Dear Mr. Youngquist:

Your Notices of Beginning of Construction under the terms of Permits Numbered R-9964 and 48635 have been received.

The notices do not contain sufficient information to be accepted as evidence of a substantial beginning of construction for the permits. You must go into more detail defining the amount of work accomplished prior to the date of beginning of construction.

The notices are being returned for the additional information.

Sincerely,

Stephen C. Brown
Senior Water Rights Examiner

SCB/jw

Enclosures

August 22, 1984

Douglas County Water Resources Survey
Room 103, Justice Building
Roseburg, OR 97470

R-61641 and 61642

R-9964 and 48635

August 22, 1984

Gary Oberholtzer, PE
International Engineering Company, Incorporated
2578 Northeast Stephens
Roseburg, OR 97470

Dear Mr. Oberholtzer:

REFERENCE: File R-61641

The plans and specifications for the Galesville Project have been reviewed and approved and permits issued. Copies of the approved plans and specifications have been forwarded to Douglas County. Because this structure exceeds the size limits for exempt structures, construction must be supervised by an engineer licensed to practice in Oregon. Since your office prepared the plans and specifications, I will assume that you will provide the required supervision and inspection. If this is incorrect, please advise me immediately.

Any deviations from the approved plans will require prior approval from this office. In the event that any deviations become necessary during construction due to unforeseen circumstances, engineers are available from this office to work with you and are authorized to grant immediate approval in the field.

On completion please issue this Department certification that all construction was performed in accordance with the approved plans and specifications.

Please advise this office when construction starts so that we may schedule periodic field inspections.

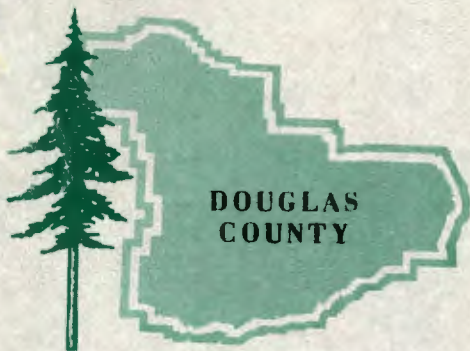
Sincerely,

BARRY F. NORRIS
Administrator, Dam Safety

BFN:wpc

cc: John Youngquist
Gary Ball, Watermaster

1774A
1021C



WATER RESOURCES SURVEY

Room 104 - Justice Building - Roseburg, Oregon 97470
Telephone (503) 440-4255

May 21, 1984

RECEIVED

MAY 28 1984

**WATER RESOURCES DEPT
SALEM, OREGON**

Water Resources Department
Mill Creek Office Park
555 13th St., N. E.
Salem, Oregon 97310

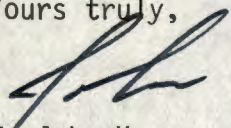
ATTN: Larry Jebousek

Dear Larry:

Enclosed is a copy of the Turbine and Generator Procurement Specifications for the Galesville project for your files.

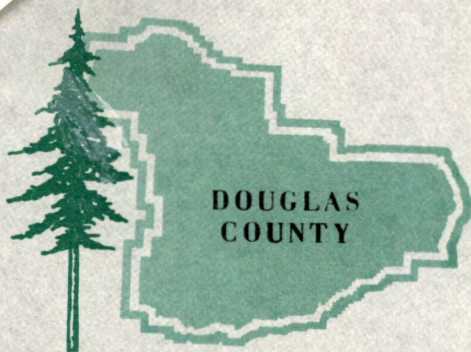
Please contact me if you need any information.

Yours truly,


M. John Youngquist
Project Administrator

MJY:s1

Enclosure



WATER RESOURCES SURVEY

Room 104 - Justice Building - Roseburg, Oregon 97470
Telephone (503) 440-4255

RECEIVED

FEB 15 1984

**WATER RESOURCES DEPT.
SALEM, OREGON**

February 10, 1984

Water Resources Department
555 13th. Street, N.E.
Salem, Oregon 97310

Attention: Larry Jebousek

Dear Mr. Jebousek:

Douglas County has acquired the Brady and Sanders property on upper Cow Creek, which has both permits of record and certificates of water rights issued for irrigation and domestic use. The lands were purchased for the Galesville project. It is our intention to transfer the uses to the project for the contractors and county's use. For your reference, copies of the records and maps are enclosed.

I see no problem in transferring the certificate of water rights. However, the permits pose some problems. The "C" forms have been filed and water has been used beneficially. As you know, we will have to have the permits assigned to the county and a final proof survey completed prior to a transfer being filed. To accomplish this, I would propose the following for your approval.

1. We obtain assignments from the former owners. This may not be possible as the former owners did not sell the land under the most favorable circumstances or support of the project. If we cannot obtain the assignments, can we provide you with proof of ownership rather than initiating court action?
2. Once an assignment of the permits can be obtained, I suggest the final proof survey crew make a field inspection to verify use and we use the field form for the basis of our transfer. This would save the department from having to issue a certificate of water right and immediately cancel it when the transfer is received.

Please contact me with your comments.

Yours truly,

M. John Youngquist
Project Coordinator

MJY:ey
encls.

Application No. 57541

Permit No. 43360 ✓✓

STATE OF OREGON WATER RESOURCES DEPARTMENT

Application for Permit to Appropriate Surface Water

RECEIVED

JUN 19 1978

WATER RESOURCES DEPT.
SALEM, OREGON

I, Gerald S. Jr. & Gale M. Gregory (Name of Applicant)
 of Box 43A Cow Cr. Rd. Azalia (Mailing Address), Azalia (City)
 State of Oregon, 97410 (Zip Code) Phone No. 897-3532 do hereby

make application for a permit to appropriate the following described waters of the State of Oregon:

1. The source of the proposed appropriation is Cow Creeka tributary of South Umpqua

2. The point of diversion is to be located 140 ft. N and 925 ft. W
 (N. or S.) (E. or W.)
 from the SE 1/4 corner of S. 27 within SE 1/4 SW 1/4 of
 (Public Land Survey Corner)
Sec. 27, Tp. 31S, R. 4W within the COIN
 (If there is more than one point of diversion, each must be described)

being within the SE 1/4 of the SW 1/4 of
 Sec. 27 Tp. 31S R. 4W, W. M., in the county of Douglas
 (N. or S.) (E. or W.)

3. Location of area to be irrigated, or place of use if other than irrigation.

Township	Range	Section	List 1/4 1/4 of Section	List use and/or number of acres to be irrigated
<u>31S</u>	<u>4W</u>	<u>27</u>	<u>SE 1/4 SW 1/4</u>	<u>4.0 AC</u>
		<u>34</u>	<u>NE 1/4 NW 1/4</u>	<u>13.0 AC</u>
		<u>34</u>	<u>SE 1/4 NW 1/4</u>	<u>3.0 AC</u>

16 Basin Vol. 4A Cow Cr.

Application No. 57541

Permit No. 43360

Permit to Appropriate the Public Waters of the State of Oregon

This is to certify that I have examined the foregoing application and do hereby grant the same SUBJECT TO EXISTING RIGHTS INCLUDING THE EXISTING FLOW POLICIES ESTABLISHED BY THE WATER POLICY REVIEW BOARD and the following limitations and conditions:

The right herein granted is limited to the amount of water which can be applied to beneficial use and shall not exceed 0.25 cubic feet per second measured at the point of diversion from the stream, or its equivalent in case of rotation with other water users, from Cow Creek.

The use to which this water is to be applied is irrigation.

If for irrigation, this appropriation shall be limited to 1/80th of one cubic foot per second or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 1/2 acre feet per acre for each acre irrigated during the irrigation season of each year.

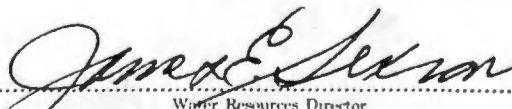
and shall be subject to such reasonable rotation system as may be ordered by the proper state officer.

The priority date of this permit is June 19, 1978

Actual construction work shall begin on or before September 5, 1979 and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 1980

Complete application of the water to the proposed use shall be made on or before October 1, 1981

WITNESS my hand this 5th day of September, 1978


Water Resources Director

STATE OF OREGON
COUNTY OF DOUGLAS

CERTIFICATE OF WATER RIGHT

This Is to Certify, That ROBERT SANDERS

of Box 43 B, Cow Cr. Rd., Azalea, State of Oregon, 97410, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Cow Creek

a tributary of South Umpqua River for the purpose of irrigation of 21.0 acres

under Permit No. 36922 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from May 18, 1972

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.26 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 27, T. 31 S., R. 4 W., W. M., No. 1-1670 feet North and 950 feet West; No. 3-390 feet North and 590 feet West, both from the S $\frac{1}{2}$ Corner, Section 27

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-seventieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 3 $\frac{1}{2}$ acre feet per acre for each acre irrigated during the irrigation season of each year,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

Diversion Point No. 1

5.6 acres NE $\frac{1}{4}$ SW $\frac{1}{4}$

3.2 acres NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 27

T. 31 S., R. 4 W., W. M.

Diversion Point No. 3

2.8 acres NW $\frac{1}{4}$ NE $\frac{1}{4}$

2.4 acres SW $\frac{1}{4}$ NE $\frac{1}{4}$

4.8 acres NE $\frac{1}{4}$ NW $\frac{1}{4}$

2.2 acres SE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 34

T. 31 S., R. 4 W., W. M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date. June 14, 1979


Water Resources Director

Basin 16, Vol. 4, Cow Creek

Abstract of Permit No. Trans. No. 2412

A- 11826

Application No. P- 8227

Certificate No.

Name **Gerald S. & Mary Lee Brady**

Address **Azalea, Oregon 97410**

Source of water supply **Cow Creek**

Use **Irrigation**

Point of diversion **N. 1° W. 125 ft. from W $\frac{1}{4}$ cor. Sec. 27, being within SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 27, T. 31 S., R. 4 W., W. M., county of Douglas**

Number of acres
10.8

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
31S	4W	27							0.4				2.4					
		28				4.2									3.8			

Priority date **November 2, 1927** ✓

Amount of water **0.14 c.f.s.**

Time limit to begin construction

Time limit to complete construction **10-1-71** extended to extended to

Time limit to completely apply water extended to extended to

Remarks: **Certificate 12315 is canceled and in lieu thereof a new certificate be issued covering the balance of the lands not involved in this proceeding.**

Special Order Volume 20, page 354.

STATE OF OREGON

COUNTY OF

DOUGLAS

CERTIFICATE OF WATER RIGHT

This Is to Certify, That

ROBERT SANDERS

of Box 43 B, Cow Cr. Rd., Azalea, State of Oregon, 97410, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Cow Creek

a tributary of South Umpqua River
irrigation of 39.3 acres

for the purpose of

under Permit No. 8227 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from November 2, 1927

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.49 cubic foot per second, if available at the original point of diversion; SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 27, T. 31 S., R. 4 W., W. M.

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 27, T. 31 S., R. 4 W., W. M., 390 feet North and 590 feet West from the S $\frac{1}{4}$ Corner, Section 27

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

24.8 acres SE $\frac{1}{4}$ SW $\frac{1}{4}$ —
Section 27

14.5 acres NE $\frac{1}{4}$ NW $\frac{1}{4}$ —
Section 34

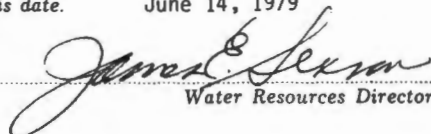
T. 31 S., R. 4 W., W. M.

This certificate is issued to confirm a change in point of diversion and place of use approved by an order of the Water Resources Director entered June 8, 1973 and together with certificate of water right recorded on Page 39588, Volume 31, State Record of Water Right Certificates supersedes certificate of water right recorded on Page 37361, Volume 29, State Record of Water Right Certificates. The issuance of this superseding certificate does not confirm the status of the water right in reference to ORS 540.610.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date. June 14, 1979


Water Resources Director

Cow Cr. Rd. Azalea, Vol. 4

15

STATE OF OREGON

COUNTY OF DOUGLAS

CERTIFICATE OF WATER RIGHT

This Is to Certify, That GERALD S. & MARY LEE BRADY

of Cow Creek Rd., Box 42, Azalea, State of Oregon, 97410, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of East Stream, West Stream and Cow Creek

a tributary of South Umpqua River for the purpose of domestic use for one family and irrigation of 36.6 acres

under Permit No. 35304 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from July 2, 1970

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.49 cubic foot per second, being 0.01 c.f.s. from East Stream for domestic, 0.15 c.f.s. from East Stream and 0.06 c.f.s. from West Stream and 0.27 c.f.s. from Cow Creek for irrigation

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 27, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 28, T. 31 S., R. 4 W., W. M., East Stream-620 feet North and 740 feet East; West Stream-155 feet North and 475 feet West, both from the SE Corner, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 28; Cow Creek-2820 feet North and 2590 feet East from the S $\frac{1}{4}$ Corner, Section 28

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-seventieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 3 $\frac{1}{2}$ acre feet per acre for each acre irrigated during the irrigation season of each year,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

<u>East Stream</u>	<u>Cow Creek</u>
0.4 acre NW $\frac{1}{4}$ NW $\frac{1}{4}$	2.0 acres SE $\frac{1}{4}$ NE $\frac{1}{4}$
Domestic & 7.2 acres SW $\frac{1}{4}$ NW $\frac{1}{4}$	16.0 acres NE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 27	3.7 acres NW $\frac{1}{4}$ SE $\frac{1}{4}$
2.9 acres SE $\frac{1}{4}$ NE $\frac{1}{4}$	Section 28
Section 28	T. 31 S., R. 4 W., W. M.
<u>West Stream</u>	
4.4 acres SE $\frac{1}{4}$ NE $\frac{1}{4}$	
Section 28	
T. 31 S., R. 4 W., W. M.	

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date. March 30, 1979

James E. Sisson
Water Resources Director

16 Vol. 4
Cow Cr.
East Stream

Application No. 58920Permit No. 44439STATE OF OREGON WATER RESOURCES DEPARTMENT **RECEIVED**

Application for Permit to Appropriate Surface Water JUL 16 1979

Assigned 5-21-84
Permit received 6-11-84WATER RESOURCES DEPT
SALEM, OREGONI, RALPH REX MORNINGSTAR

(Name of Applicant)

of 11044 WHITE GATE AVE

(Mailing Address)

SUNLAND

(City)

State of CALIF91040

(Zip Code)

Phone No. 213 3523719

do hereby

make application for a permit to appropriate the following described waters of the State of Oregon:

1. The source of the proposed appropriation is Cow Creek, a tributary of South Umpqua2. The point of diversion is to be located 3020 ft. N

(N. or S.)

and 2960 ft. E

(E. or W.)

from the SW corner of S. 28

(Public Land Survey Corner)

(If there is more than one point of diversion, each must be described)

being within the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ ofSec. 28 Tp. 31S R. 4W, W. M., in the county of Douglas

(N. or S.)

(E. or W.)

3. Location of area to be irrigated, or place of use if other than irrigation.

Township	Range	Section	List $\frac{1}{4}$ $\frac{1}{4}$ of Section	List use and/or number of acres to be irrigated
<u>31S</u>	<u>4W</u>	<u>28</u>	<u>SE $\frac{1}{4}$ NW $\frac{1}{4}$</u>	<u>5.2 Ac.</u>
			<u>NE $\frac{1}{4}$ SW $\frac{1}{4}$</u>	<u>3.3 Ac + Dom.</u>

Cow Creek

Permit to Appropriate the Public Waters of the State of Oregon

This is to certify that I have examined the foregoing application and do hereby grant the same SUBJECT TO EXISTING RIGHTS INCLUDING THE EXISTING FLOW POLICIES ESTABLISHED BY THE WATER POLICY REVIEW BOARD and the following limitations and conditions:

The right herein granted is limited to the amount of water which can be applied to beneficial use and shall not exceed 0.115 cubic feet per second measured at the point of diversion from the stream, or its equivalent in case of rotation with other water users, from Cow Creek

The use to which this water is to be applied is irrigation and domestic use for one family, being 0.11 c.f.s. for irrigation and 0.005 c.f.s. for domestic use

If for irrigation, this appropriation shall be limited to 1/70th of one cubic foot per second or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 3½ acre feet per acre for each acre irrigated during the irrigation season of each year

and shall be subject to such reasonable rotation system as may be ordered by the proper state officer.

The priority date of this permit is July 16, 1979

Actual construction work shall begin on or before October 17, 1980 and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 1981

Complete application of the water to the proposed use shall be made on or before October 1, 1982

WITNESS my hand this 17th day of October, 1979


Water Resources Director

Permit No. 44067

STATE OF OREGON WATER RESOURCES DEPARTMENT

RECEIVED

MAR 21 1979

WATER RESOURCES DIV
SALEM, OREGON

Application for Permit to Appropriate Surface Water

I, GERALD S. AND MARY LEE BRADY

(Name of Applicant)

of COW CREEK ROAD Box 42, AZALEA
(Mailing Address) (City)

(Mailing Address)

(City

State of OREGON, 97410 Phone No. 837-3434 do hereby
(Zip Code)

(Zip Code)

make application for a permit to appropriate the following described waters of the State of Oregon:

1. The source of the proposed appropriation is.....COW CREEK.....

, a tributary of S. UMPQUA RIVER

#3 2820

2590

—

2. The point of diversion is to be located ^{#4} 2340 ft. N and 1975 ft. W.

44 2715

44

43 10
11 25

151

 $\neq 3$

SECTION 28

(N. or S.)

(E. or W.)

from the S 1/4 corner of SECTION 27

(Public Land Survey Corner)

(If there is more than one point of diversion, each must be described)

being within the NW 1/4 of the SW 1/4 of

being within the ... of the ...
#3 28
#4 27
Sec. ... Tp. 31 S R. 4 W, W. M., in the county of DOUGLAS
(N. or S.) (E. or W.)

(N. or S.)

(E. or W.)

W. M., in the county of.....DOUGLAS.....

3. Location of area to be irrigated, or place of use if other than irrigation.

[illegible]

Application No. 58427

Permit No. 44067

Permit to appropriate the Public Waters of the State of Oregon

This is to certify that I have examined the foregoing application and do hereby grant the same **SUBJECT TO EXISTING RIGHTS INCLUDING THE EXISTING FLOW POLICIES ESTABLISHED BY THE WATER POLICY REVIEW BOARD** and the following limitations and conditions:

The right herein granted is limited to the amount of water which can be applied to beneficial use and shall not exceed 0.37 cubic feet per second measured at the point of diversion from the stream, or its equivalent in case of rotation with other water users, from Cow Creek

The use to which this water is to be applied is irrigation

If for irrigation, this appropriation shall be limited to 1/70th of one cubic foot per second or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 3/4 acre feet per acre for each acre irrigated during the irrigation season of each year.

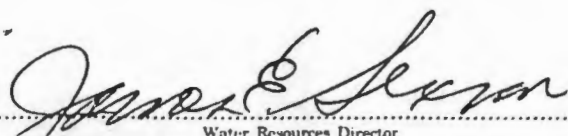
and shall be subject to such reasonable rotation system as may be ordered by the proper state officer.

The priority date of this permit is March 21, 1979

Actual construction work shall begin on or before May 11, 1980 and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 1981

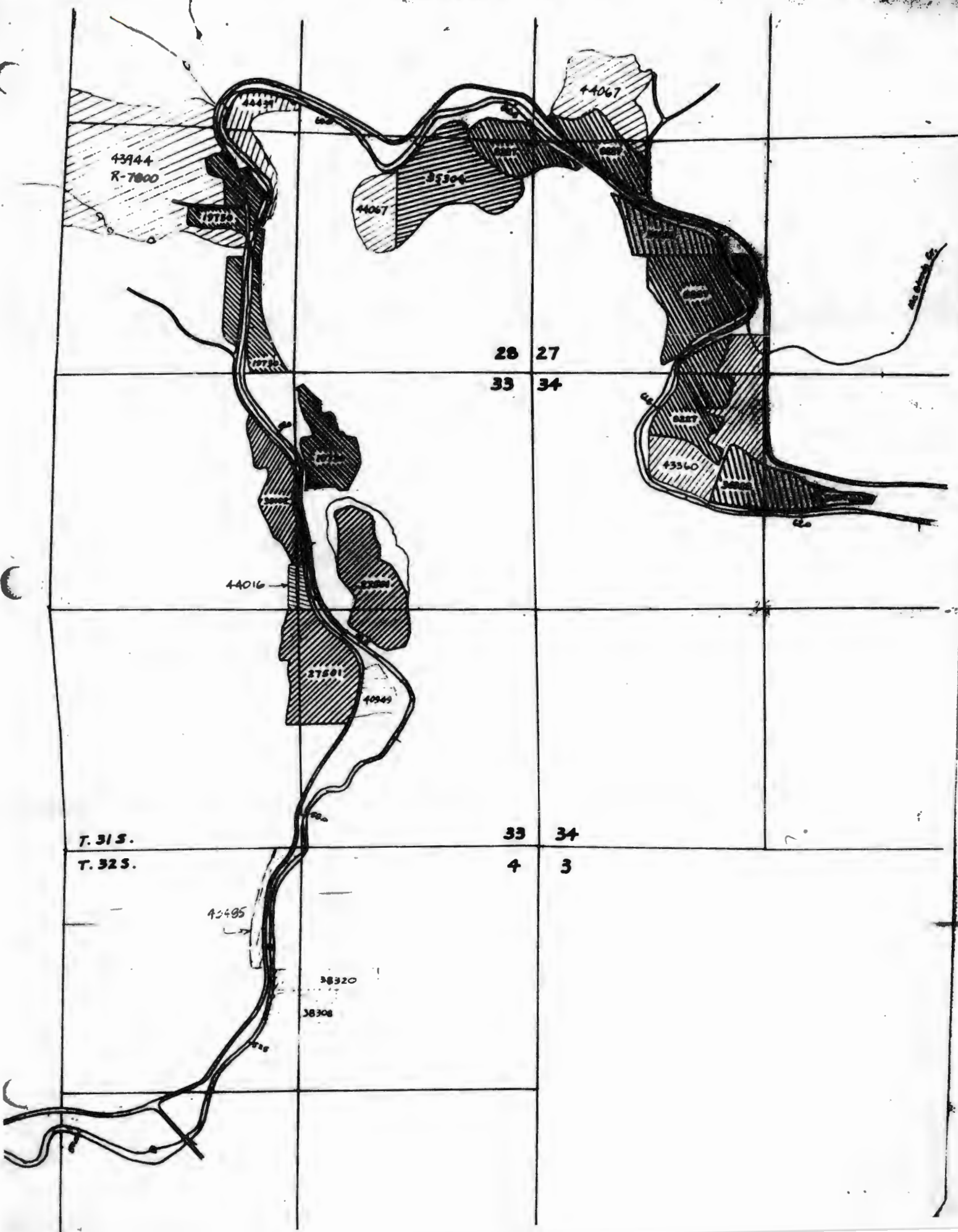
Complete application of the water to the proposed use shall be made on or before October 1, 1982

WITNESS my hand this 11th day of May, 1979


Water Resources Director

T. 31 N. 32 S. R. 4 W.

Cont. Cr. 12





Water Resources Department

MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

53

EK

PHONE 378-3066

February 16, 1984

34

Mr. John Youngquist
Water Resources Survey
Room 104 Justice Building
Roseburg, Oregon 97470

REFERENCE: Galesville Project

Dear Mr. Youngquist:

Douglas County should proceed to file the transfer applications on the perfected water rights as soon as possible. A change in character of use requires publication of notice and may take up to 90 days from filing to approval if there is no protest.

Assignments on permits should be obtained where possible. Proof of ownership may be used by the County if the assignments cannot easily be obtained.

By copy of this letter, I am requesting the final proof crew to make the inspection as soon as practical.

LL

Sincerely,

D

TE

Larry W. Jebousek
Administrator
Water Rights Division

ATP

TY

20

LWJ/jw

cc: Lynn Cashion, Water Rights Examiner



Water Resources Department

MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

March 13, 1984

PHONE 378-8453

M. John Youngquist
Water Resources Survey
Room 104, Justice Building
Roseburg, OR 97470

Dear Mr. Youngquist;

REFERENCE: R-61641 and 61642

This letter confirms our telephone conversation of March 12, 1984. The secondary application 61642 should be completed to describe all those uses that Douglas County intends to develop for beneficial purposes.

Those uses of water that are to be developed by others contracting with Douglas County should be identified and quantified on the reservoir application. The contractors could file the secondary application later.

I am returning your applications for completion. The applications are endorsed so that in order to retain their priority dates, they must be received in this office on or before May 13, 1984.

Sincerely,

Larry W. Jebousek, Administrator
Water Rights Division

LWJ:cle
enc:

378-2907

February 28, 1984

M. John Youngquist
Water Resources Survey
Douglas County
Room 104, Justice Building
Roseburg, OR 97470

REFERENCE File R-61641

The plans and specifications for the Galesville Project have been reviewed and approved. The applications and supporting documents have been returned to our Water Rights Division for processing and issuance of permits. You will be notified when the permits, which are required prior to the beginning of construction, have been issued.

Sincerely,

BARRY F. NORRIS
Engineer

BFNrwpc

cc: Gary Oberholtzer
Gary Ball, Watermaster

2616A
0929C

DAM NAME: Galesville
 APPL. NO.: R 61641
 DAM FILE: G-29
 MAP FILE: _____

CHECKED BY: HD
 DATE: 2/21/84
 REVIEWED: _____

CONCURRENCE OF APPLICATION AND PLANS

ITEM	APPLICATION	PLANS	CORRECTIONS MADE		REMARKS
			APPL.	PLANS	
Location	SW NE Sec. 28 T31S., R 4W	✓			* OK
Max Dam Height	167 158	1897.5 1730.5 167.0			* OK
Top Length	—	—			
Bottom Length	—	—			
Crest Width	250	14 16			* OK
Front and Rear Slopes	3:1	Vert			* OK
Height of Dam above W. S. when full	2½:1	0.8:1			* OK
Wasteway	265 x 75	1897.5 1720 1881.5 1545 160 175			* OK
Surface Area	635	✓			
Capacity	42,225	✓			
Conduit					* ? OK
Max Depth	132	✓			
Mean Depth					

REMARKS * Ap needs corrected

OK ID 5/11/84



WATER RESOURCES SURVEY

Room 104 - Justice Building - Roseburg, Oregon 97470
Telephone (503) 440-4255

January 31, 1984

RECEIVED

FEB 1 1984

WATER RESOURCES DEPT.
SALEM, OREGON

Mr. Bob Hamilton
Contract Officer
Bureau of Reclamation
Pacific Northwest Region
Box 043 - 550 West Fort Street
Boise, Idaho 83724

ATTN: PN-723

SUBJECT: Response of Douglas County to U.S.B.R. Review Memorandum
Dated December 23, 1983

Gentlemen:

We have received responses from our consultants on this phase of the work and in specific reply to the technical staff reports. Our position is as outlined below.

Comments and Recommendations on Designs

1. "A positive closure has not been provided at the conduit entrances of the water intakes. Current U.S.B.R. policy is to provide such closures at new installations. It is recommended that closure bulkheads be provided at the intakes for purposes of dewatering in event of failure in the waterways as they emerge from the dam, and allow for inspection and maintenance of the waterways independent of reservoir levels."

o Not adopted. Although initial I.E.C.O. designs provided upstream positive closure in series with the moveable inlets, it was later concluded that positioning bulkhead slots in relatively high velocity zones actually promoted maintenance problems. Outlet design provides for a minimum of two means of downstream closure using each individual waterway. Each water quality conduit can be isolated independently from the overall outlet system for inspection, maintenance or shutdown. In-line butterfly valves are specified to be closed in either flow direction.

All conduits are positioned beneath the dam. In actuality they do not actually exit from the dam, but exit from underlying trenches in foundation rock. Differential deflections between dam and foundation are, therefore, relatively inconsequential with respect to the outlet work. Steel liners have been designed as free pipe and thickness selection additionally accommodates external contact grouting pressure requirements.

2. "We believe spillway flow surfaces should be constructed of conventional structural concrete. If shotcrete is to be used to overlay the RCC (Roller Compacted Concrete) it should meet the same strength and durability requirements as structural concrete and should be constructed to the same tolerances and surface finish. We also believe the shotcrete should be reinforced."

o Not adopted. Spillway cap is non-reinforced shotcrete and remaining spillway is high-strength RCC. Design philosophy for Galesville spillway draws heavily from the Willow Creek Project referenced by the U.S.B.R. in their memorandum. Willow Creek design details have been extensively reported upon. In addition to having a 100-year flood storage pool, Galesville is provided with an outlet that can release pre-projected 100-year stream bankfull capacity. In passing the PMF, flows over the crest would last for an estimated four days. Minor anticipated damages from overflow occurrence can be accommodated by annualized budget allowances.

3. "As for Item 2, we believe the spillway (stilling basin) flow surface should be constructed of conventional structural concrete. The specified RCC will be subjected to high velocity flows which will cause severe erosion, especially after a few years of weathering of the poorly consolidated RCC surface. Dislodged concrete rubble, perhaps as much as 500 cubic yards, would tend to accumulate in the stilling basin and cause considerable erosion by ball mill action in the hydraulic jump. If a conventional structural concrete flow surface is not provided, the surface of the RCC should be air-water jetted to remove all loose or poorly consolidated material. Also, the owner should be advised that future overlaying of eroded RCC concrete with conventional concrete may be necessary after a major spill."

o Conventional concrete for the stilling basin has been adopted. It facilitates the construction schedule and the cost differential on this element is estimated to be lower than for that between overlying RCC concrete with conventional concrete.

4. "The most vulnerable area is the proposed spillway design from an erosional standpoint during major spills would be at the intersection of the inclined chute with the horizontal floor at the stilling basin. To guard against severe erosional damage and possible undercutting of the toe of the dam in this area, it is very desirable to have a strong durable concrete surface which could be accommodated by conventional concrete. It is recommended that a conventional concrete surface be specified for a distance of way 30 feet up the chute and the same distance along the spillway floor from the intersection. It is also recommended that the minimum concrete thickness at the intersection be increased to 15 feet."

o Conventional concrete extends approximately 5 feet up the chute. Intersection thickness has been increased to 15 feet.

5. "It is suggested that the crest of the dam be sloped upstream instead of downstream as shown on the drawings. An upstream slope is normally provided so that crest drainage will be into the reservoir instead of to the downstream face of the dam."

o Adopted.

6. "It is suggested that a concrete parapet be provided on the upstream side of the dam crest in lieu of the fence indicated on the drawings. A parapet will provide adequate freeboard which will give additional protection from dam overtopping during high flood stage at minimal cost."
 - o Not adopted. The dam has freeboard above PMF with the entire PMF flood confined to the spillway.
7. "The drawings do not indicate sufficient detail for dam foundation treatment. Provisions should be specified for foundation consolidation or blanket grouting. Such grouting should be accomplished by grout holes on a grid spacing of about 20 feet (or as directed after foundation exposure). Grout holes should be about 30 feet deep. Also, provisions should be specified for slush grouting minor foundation cracks."
 - o Accommodated, excepting that 20-foot depth has been assumed.
8. "Vertical drain holes provided for the spillway stilling basin will likely be plugged by debris, thereby reducing their efficiency and alleviating uplift pressures. It is recommended that the foundation of the stilling basin be provided with a filter and pipe drain system similar to U.S.B.R. installations in lieu of the vertical drain holes."
 - o Accommodated.
9. "It will not be practical to place RCC in the stilling basin with the presently detailed anchor bar system. The anchor bars should be placed in grouted drill holes after the RCC is placed."
 - o Comment no longer applicable.
10. "Details for air circulation in the gallery system are not provided. A minimum provision would consist of louvered doors on the gallery adits along with venting fan."
 - o Louvered doors have been specified. Natural drafting is anticipated.
11. "It would be desirable to have a lighting system in the gallery."
 - o Not included. Maintenance would outweigh possible advantages.
12. "It is recommended that the option of forming the gallery using non-cemented fill and its subsequent removal be omitted from the specifications. The cost savings of the fill method over a formed method is probably very minor and the fill method results in an unsuitable gallery for a major concrete dam. Proper maintenance of such a gallery would be difficult."
 - o Not adopted. However, removable rigid form liners are specified as an acceptable option.
13. "It has been proposed in the design criteria that the cone valve on the outlet works be operated during passage of the probable maximum flood. It is recommended that the cone valve not be operated when the spillway tailwater would submerge the valve because of anticipated valve operational

problems under submerged conditions. It is further suggested that automatic shutoff controls be provided for the valve to prevent its operation under high tailwater conditions."

o Criteria revised to close outlet when and if water surface exceeds El. 1882.5.

14. "We suggest providing fillets of RCC along the foundation of the up and downstream faces of the dam. Such fillets would fill an area between the theoretical faces of the dam and the excavated slope of the foundation to a depth of about 5 feet. Such fillets would provide a convenient starting level for forms on the upstream face and would provide a convenient drainage surface along the downstream toe."

o Accommodated.

15. "The operating criteria for the outlet works alluded to using the butterfly valves for throttling outlet discharges. The use of such valves for regulating purposes is not recommended as they are not designed for such use. We have been assured that operation of the valves for regulating purposes will not be a normal mode of operation and that the valve will be normally fully open or closed."

o. Comments noted - no issue.

16. "It would be desirable to completely enclose the pit for the outlet works butterfly valves to guard against vandalism."

o Not adopted. Area secured from public.

17. "The water quality telescoping intakes were adopted because of their capability of being able to withdraw from the reservoir of any elevation within the normal operating pool. This capability is a requirement for releasing proper quality water for propagation of fish downstream of the dam. The design has been adopted from a similar installation developed by the Corps of Engineers for their recently-constructed Willow Creek Dam in Oregon. This design has not been tested in actual operation, and therefore, has no precedent upon which to base an evaluation. Our review of the various components of the intakes did not reveal any critical problems. Sizing of the outlet works waterways appears appropriate for their intended uses."

o Comments noted.

18. "We concur with the sizing of the spillway to handle any anticipated floods. The spillway stilling basin has been sized to properly confine a hydraulic jump for the standard project flood (SPF) which is half the size of the probable maximum flood. It is expected that when discharges approach the probable maximum flood that the discharges will sweep clear of the stilling basin and probably cause some river channel erosion downstream of the basin. River channel erosion should not be a critical problem because of the good quality rock beneath shallow alluvium deposits."

o Comments noted. (SPF is derived from one-half probable maximum precipitation which results in a flood in excess of one-half PMF.)

Comments and Recommendations on Specification Paragraphs

1. "RCC mix design (interior mix)

a. "Specify a maximum permissible -- (water to cementitious materials) ratio - (suggest a maximum --- of 0.85)"

o The amount of moisture used in the RCC will be based on the necessary quantity to provide optimum placing, compaction, and density. From mix trials, the probable optimum moisture is being determined along with strengths and densities for various cement contents. Adjustment from this initial target value will be made in the field to maintain the optimum moisture for maximum compaction under the environmental and mix conditions that are experienced throughout construction.

The optimum moisture that maximizes density and strength will be used instead of w/c or w/(c+p) ratio that could necessitate excessive cement factors which in turn could unnecessarily increase costs and internal thermal stresses.

We have been so advised by both our consultants on this issue.

b. "The cementitious materials content should be increased to reduce permeability and increase joint bonding potential (suggest a minimum cementitious materials content of 150 lbs. with 30 percent replacement of a Class F (fly ash) pozzolon)."

o The cement factor is being selected based on results of a comprehensive series of mix designs and tests using various cement contents. Based on these tests, by the county, the required cement factor to provide the necessary material properties is being selected. An additional series of tests is underway to evaluate the benefits of fly ash with the Galesville materials so that data will be available to incorporate fly ash if the necessary cement factor would otherwise cause undesirable thermal stresses, or if the ash proves to have economical benefit.

c. "Eliminate the use of blend silt to provide additional fines to the mix. This will only result in a high water requirement in the RCC with a reduction in strength. There appears to be a sufficient percentage of minus No. 200 fines in put run or manufactured sand."

o Cores, cylinders, and the behavior of RCC mixes under compaction have shown that increasing the fines content and providing a smooth gradation similar to that developed for Galesville provides a stronger, tighter, and visibly more void-free mix than when the fines are removed. This is especially true of leaner mixes which may otherwise require higher cement factors. Present plans and testing are based on creating all sands and -200 fines from the quarried andesite.

d. "Optimal sand content for the RCC mix should be determined and variations should be limited to plus or minus 3 percent of this limit. The optimum sand and mortar content should be adjusted for variations in voids content of the coarse aggregate."

o The technique of determining a theoretical optimum sand content, limiting the sand variation to near this value, and adjusting it for changes in voids of the coarse aggregate may have theoretical basis. However, experience has shown that acceptable RCC can readily be designed and produced without it. The suggested technique would add unnecessary controls, cost, complications, and testing to the Galesville project.

2. "Aggregate gradation limits:"

a. "Allowable variations in individual sized fractions should be held to stricter tolerances in order to provide a more uniform quality concrete."

o The gradation band indicated for Galesville has ranges on each sieve which are typical of those used on most other RCC projects. This range has not been found to be excessive or to cause difficulty in the past.

b. "Eliminate using plasticity index and liquid limit as an index for determining the allowable percentage of minus No. 200 sized fraction. Though this concept may have merit, it does not appear practicable from a production standpoint. Recommend that the allowable percentage of minus No. 200 sized fraction be specified as a percent of the sand content, rather than total aggregate content. (Suggest 10 percent for pit run sand and 15 percent for manufactured sand.)"

o Experience with many RCC mixes has shown that a smooth gradation within the band developed for Galesville will develop optimum compactibility, strength, and efficiency of cement when the silt (-#200) content is kept near the maximum allowed by the grading limits. However, when the fines are clayey or become plastic, it is impractical or impossible to use the maximum level shown in the gradation. The mix becomes sticky, unmixable or uncompactible. The quantity of fines has, therefore, been limited based on plasticity, as indicated in the table which shows the maximum amount of -#200 material as a function of liquid limit and plastic index. ~~It is a~~ practical method and is easily incorporated into production testing. We do not consider this to be a problem because of the requirement for manufactured fines.

3. "Testing should be performed to evaluate the potential for alkali aggregate reaction and sulfate attack by ground water."

o Low alkali cement has been specified. This, in combination with the relatively low cement factors of typical RCC, will minimize any expansion. Typically, the region has the potential for aggregate with slight reactivity, but it is routinely and historically controlled by L. A. cement.

4. "Quality control testing:"

a. "Clarify the responsible party for design and quality control testing of all concrete mixes."

o Accommodated.

b. "Increase the frequency for aggregate moisture and gradation tests."

o Our consultants indicate that experience has shown that "once production is underway, only occasional checks are necessary and that it is best not to overreact to minor fluctuations in gradation-that typically, RCC is not sensitive to these fluctuations-and further, that emphasis will be on testing inspection, and control of the material as it is placed". The County is not in full agreement and expects to have a more definitive program including extensive testing of trial mixes.

c. "Include the determination of voids ratio of coarse aggregate as a regular quality control test. (ASTM Designation C-29.)"

o The coarse aggregate voids ratio will be determined occasionally for general information. It is not a necessary control test and will not be run on a routine basis unless a need for it develops.

d. "Eliminate the 150 lb/ft³ requirement as a specific limit for density. The required density should be based on the maximum achievable density of a representative section of in place concrete."

o Accommodated.

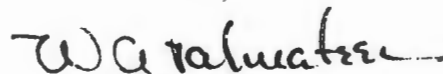
e. "Tolerance for batch scale weights should be more restrictive than the present plus or minus 4 percent (suggest 2 or 3 percent)."

o Accommodated. Our consultants advise us there is no proven technical need to have scales calibrated more accurately than 4% to produce acceptable RCC. Experience at other projects has shown that mass RCC need not be held to close batch tolerances. However, because of its relative significance and to help control under-batching of the cement from a cost standpoint, the cement scale will be kept within 3% accuracy.

We sincerely thank you for your comments and review, and have either tried to accommodate your concerns or redefine our positions.

However, based upon the long history of stream flow gaging of Cow Creek, and the agreed to PMF, and our design perimeters, we do not project the rather clamorous event of major spillway erosion and cavitation that is envisioned by the technical planning services on an annual basis. The 100 year flood is not an annual event. Be assured that the County's operating budget will contain provisions for accumulation of a fund to provide for maintenance and repair that will also be sufficient for projected losses of project revenue in the event of damages sustained from required spillages.

FOR DOUGLAS COUNTY:



W. A. Palmateer
Project Manager

WAP:s1

cc: Ron Wilhite

Full

DRAFT SUBJECT TO APPROVAL AND CORRECTION BY THE WATER POLICY REVIEW BOARD

DRAFT MINUTES OF THE WATER POLICY REVIEW BOARD
CONFERENCE CALL

February 9, 1983
10:00 a.m.

Salem, Oregon

Board Members Participating
Jack Hoffbuhr, Vice-Chairman
Gail Achterman
Don Butsch
Bill Cramer

Others Participating
Allen Johnson
Paul Nolte

Board Members Present
Ralf Hakanson

Others Present
Nancy Nakata

Staff Members Participating
Tom Kline
Darrell Learn

Staff Members Present
Jim Sexson
Chris Wheeler

Mr. Hoffbuhr, Vice-Chairman of the Board, presided in the absence of the Chairman. He stated the purpose of the conference call was Board action on two items, proposed findings and temporary rules for the review of permit applications R-61641 and 61642 submitted by Douglas County for the Galesville Project.

Tom Kline suggested that the Board first consider the findings of prejudice and then the temporary rules. He recommended three changes in the draft findings.

Don Butsch said, with regard to the findings, "I move their adoption with the changes recommended by Tom Kline." Bill Cramer seconded the motion which passed unanimously.

Mr. Kline then recommended several changes and corrections in the draft standards.

Paul Nolte, counsel for Douglas County, had no objection to the changes in the proposed standards.

Allen Johnson, counsel for Azalea area residents and the Cow Creek Inquirers, felt the changes suggested by the staff did not add substantially to the standards and did not clear up the issues he outlined in his letter of January 31, 1983.

DRAFT SUBJECT TO APPROVAL AND CORRECTION BY THE WATER POLICY REVIEW BOARD

Gail Achterman commented that she was hesitant on voting for the rules. She appreciated the county's concerns about proceeding with the action on the applications in a timely manner but also felt that Mr. Johnson and the Water Resources Department's counsel had raised questions about using this procedure. Mr. Johnson said he felt that the Board has no compelling need to adopt temporary rules and should delay action on the applications until permanent rules are adopted as standards for all hydroelectric projects. Mr. Nolte countered that Douglas County has already waited 12 months and felt the Board would probably not adopt permanent standards in time to take advantage of federal funding on the project.

Bill Cramer said, "I move we adopt the emergency rules with the changes recommended by the staff." Don Butsch seconded the motion which passed unanimously. Gail Achterman said she voted "aye" because she felt she was bound by the previous vote of the Board.

The conference call was adjourned.

Approved _____.

4998B



INTERNATIONAL ENGINEERING COMPANY, INC.
A MORRISON-KNUDSEN COMPANY

INTER-OFFICE CORRESPONDENCE

FILE NUMBER: 3039-310

DATE: November 4, 1983

TO: P. J. Collins

FROM: N. S. Patel *N. Patel*

LOCATION: San Francisco

LOCATION: San Francisco

SUBJECT: Galesville Project
Civil Works, Construction Contract
Volume I - Review Draft

1. Forwarded herewith is a review draft of Volume I of the Contract Documents for Galesville, Civil Works, Construction Contract.
2. This copy supersedes the previous draft. Revisions to the text are marked by bars and asterisks in the margin. The following list highlights major changes made to the earlier version:
 - o Table of Contents is revised to reflect latest changes and it now includes page numbers.
 - o Following new items are added:
 - Bid Schedule
 - Required Information and Data
 - Bidder's Qualification and Experience Affidavit
 - o Title of Labor and Material Payment Bond is changed to read Payment Bond.
 - o Minor revisions in the form entitled List of Proposed Subcontractors.
 - o Page numbering system is changed.
 - o Invitation for Bids and Instructions to Bidders are revised to reflect the removal of the requirements for Prequalification of Bidders previously provided in the Contract.
 - o Supplementary Conditions are revised to reflect recommendations of Clifford Kennerly's review of previous draft. Article 4 along with Appendix A through H reflecting U.S.B.R. requirements have been deleted.
 - o U.S.B.R. requirements are now folded in this Contract as "U.S.B.R. Contract Clauses" in Part C as extensions of the General Conditions. They are verbatim as received from the Owner in the meeting at San Francisco, September 9, 1983.

IOC to P. J. Collins
Subject: Galesville Project
Civil Works, Construction Contract
Volume I - Review Draft

November 4, 1983
Page 2

3. We have not yet put any restrictions or limitations on availability of construction water from Cow Creek. Please provide specific requirements.
4. Also, please advise as to which specific permits the Owner has acquired or intends to acquire so that the Contractor may know which permits he must obtain.
5. A few of the comments from Clifford Kennerly (as discussed previously) need to be reviewed with Mr. Kennerly before their incorporation into the Contract Documents.
6. Also, after our submission to you of Volume II, we have added the following in Article 1.3 of Section 01010.

"B. The Owner has awarded a contract for the construction of Galesville Dam Bypass, Cow Creek Road No. 36. The availability of the concrete aggregates, and the availability of the existing Cow Creek Road No. 36 for the Contractor's sole use is based on the completion of that contract. The following information is made available to the Contractor from that contract:

1. 4-inch size aggregate will be available on July 1, 1984.

2. The Dam Bypass Road No. 36 will be complete and open for public use on July 1, 1984.

"C. Until the completion of the Dam Bypass Road No. 36, the Contractor shall use the existing Cow Creek Road No. 36, and maintain two-way traffic."
7. Please review the payment clauses for conformity with the Owner's payment procedures.
8. Please return your comments to Paul Collins by November 20, 1983.

NP:ch

Enclosures: As stated

cc: TRW	HEJ
JDT	GO
RTW	HCC
TB	GSS
IMM	AAS
CFA	WBC
WC	OH
	PC



STATE OF OREGON

INTEROFFICE MEMO

TO:

Don
Tom Kline
Agency Addressed

DATE: August 23, 1983

FROM:

Jake Szramek, Water Resources Department
378-3671 *JS*

SUBJECT:

Review & Comment for Corps of Engineers Public Notice of Application
for Permit 071-OYA-4-003986 Cow Creek-Dam

Enclosed for your agency's review and comment is the Corps of
Engineers Public Notice of Application for Permit 071-OYA-4-003986
Cow Creek-Dam.

If your agency has any comments concerning this permit notice, please
send them to me by September 6, 1983.

A coordinated state response will be issued regarding this application.

Division of State Lands
1445 State Street
Salem, Oregon, 97310
Phone: 378-3059
378-3805

RECEIVED
OCT 18 1983
WATER RESOURCES DEPT.
SALEM, OREGON

Permit No. 3658 Renewal
Permit Type Removal
Waterway Cow Creek
County Douglas County
Expiration Date October 11, 1984

R61641
61642

DOUGLAS COUNTY

IS AUTHORIZED IN ACCORDANCE WITH ORS 541.605 TO 541.695 TO PERFORM THE OPERATIONS DESCRIBED IN THE ATTACHED COPY OF HIS APPLICATION, SUBJECT TO THE SPECIAL CONDITIONS LISTED ON ATTACHMENT A AND TO THE FOLLOWING GENERAL CONDITIONS:

1. This permit does not authorize trespass on the lands of others. The permit holder shall obtain all necessary access permits or rights-of-way before entering lands owned by another.
2. This permit does not authorize any work that is not in compliance with local zoning or other local, state, or federal regulations pertaining to the operations authorized by this permit. The permit holder is responsible for obtaining the necessary approvals and permits before proceeding under this permit.
3. If removal is from state-owned submerged and submersible land, the applicant must comply with leasing and royalty provisions of ORS 274.530. Creation of new lands upon submerged or submersible lands must comply with provisions of ORS 274.905 et seq.
4. All work done under this permit must comply with Oregon Administrative Rules, Chapter 340; Standards of Quality for Public Waters of Oregon. Specific water quality provisions for this project are set forth on Attachment A.
5. Violations of the terms and conditions of this permit are subject to administrative and/or legal action which may result in revocation of the permit or damages. The permit holder is responsible for the activities of all contractors or other operators involved in work done at the site or under this permit.
6. A copy of the permit shall be available at the work site whenever operations authorized by the permit are being conducted.
7. Employees of the Division of State Lands and all duly authorized representatives of the Director shall be permitted access to the project area at all reasonable times for the purpose of inspecting work performed under this permit.
8. The Division of State Lands retains authority to temporarily halt or modify the operation if it should cause excessive turbidity or damage to natural resources.
9. Any permit holder who objects to the conditions of this permit may request a hearing from the Director, in writing, within 10 days of the date this permit was issued.

Ed Zajonc, Director
Oregon Division of State Lands


Authorized Signature

October 11, 1983
Date Issued

ATTACHMENT A

Special Conditions for Material Removal Permit No. 3658

1. This permit authorizes the removal of up to 1,500 cubic yards of rock and gravel in Section 28, T31S, R4W (Cow Creek, mile 60.0) to be used for surfacing the contractor's work area at the Galesville Dam site as outlined in the attached permit application, map and drawings.
2. Turbidity increase shall be limited to 10% increase above background as measured 100 feet below project.
3. The operation shall be conducted behind a berm or leave strip sufficient to isolate the operation from the free flowing stream.
4. Waste materials and spoils shall be placed above the bankline.
5. This permit does not authorize the return of waste waters from any operation employed to wash or process materials removed under this permit.
6. There shall be no removal in the permit area between October 15 and June 15, unless otherwise coordinated with Oregon Department of Fish and Wildlife biologist Dave Anderson or Dave Liscia (phone: 440-3353) and approved by the Division of State Lands.
7. There shall be no operation of equipment in the active flowing stream.
8. The stream shall not be diverted from the natural bed.
9. All potholes or removal pits shall be leveled at the end of the season's work.
10. Material shall not be removed to a depth greater than the water surface level at time of operation.
11. The Division of State Lands retains the authority to temporarily halt or modify the project in case of excessive turbidity or damage to natural resources.

COMMENT:

Douglas County Soil and Water Conservation District has expressed concern regarding noxious weed control. Please contact Douglas County Weed Inspector, Jim Erwin (phone: 672-3311 ext. 266) regarding noxious weed control.

October 11, 1983

JOINT APPLICATION FOR PERMIT

U.S. ARMY CORPS OF ENGINEERS
STATE OF OREGON, DIVISION OF STATE LANDS#3000 (Permit is in the name of
Brady. Douglas County wishes
to renew in the name of the
County)

WHEREAS Department of the Army permits for proposed work in or affecting navigable waters of the United States, the discharge of dredged or fill material into those waters, and the transport of dredged material for the purpose of dumping it into ocean waters are authorized by Section 10 of the River and Harbor Act of 1899, Section 404 of the Clean Water Act of 1977, and Section 103 of the Marine Protection Research and Sanctuaries Act of 1972, respectively, ---AND---permits for that part of those project activities which includes the removal or fill in the waterways of Oregon of rock, gravel, silt, and clay are authorized by the State of Oregon under O.R.S. 541.605 to 541.695---THIS APPLICATION WILL MEET THE REQUIREMENTS OF BOTH AGENCIES.

For Agency Use Only	Corps of Engineers # _____	State of Oregon # <u>RP 3658</u>
	Date received _____	Date received _____

Name of Waterway Cow Creek River Mile 60 Local Name _____

Section 28 Township 31S Range 4W

Estimated Starting Date of Project As Soon As Possible Estimated Completion Date of Project By October 15, 1983

NAME OF APPLICANT <u>Douglas County</u>	AUTHORIZED AGENT <u>Mr. John Youngquist</u>
Address <u>Dept. of Public Works</u>	Address <u>Deputy Director-Water Resources</u>
City, State, Zip Code <u>Roseburg, Oregon 97470</u>	City, State, Zip Code <u>Roseburg, Oregon 97470</u>
Phone: Work <u>(503) 440-4255</u> Home <u>()</u>	Phone: Work <u>(503) 440-4255</u> Home <u>(503) 672-5692</u>

PROJECT SUPERVISOR Mr. Jim Gosson Phone: Work (503) 837-3510 Home (503) 672-8384

PROPERTY OWNER IF OTHER THAN APPLICANT _____	PROJECT ADDRESS <u>Mile Post #7, County Road #36</u>
Address _____	City, County, State <u>(Cow Creek Rd) Douglas County, OR.</u>
City, State, Zip Code _____	Assessor's Records-- Shown on Map # _____ Tax Lot # _____
Phone: Work <u>()</u> Home <u>()</u>	Name of Subdivision _____ Lot _____ Block _____

In order to expedite the processing of this application, the following city and/or county department, which has local jurisdiction over the proposed project, has been contacted:

Name of Department: Douglas County Planning Department (Betty Mack)
Address: Courthouse Annex #2, 205 S. E. Jackson Street, Roseburg, OR 97470
Phone Number: (503) 440-4289

APPROVALS OR CERTIFICATIONS applied for or already obtained from other agencies (Federal, interstate, state, county, city, area) for any of the proposed projects described in this application:

Issuing Agency	Type of Approval	Identification #	Date of Application	Date of Approval
----------------	------------------	------------------	---------------------	------------------

The following were notified by telephone on September 28, 1983 of our intent to renew this permit:

South Douglas Soil & Water Conversation District (Joe Brumbach)
State Fish & Wildlife Dept., Roseburg, OR (Dave Liscia)
Will attempt to notify D. E. Q. (Glen Carter) on September 30, 1983

RECEIVED
OCT 03 1983

Has any agency denied approval for the activity described herein or for any other activity directly related to it?

☐ Yes ☒ No If yes, please explain in Remarks.

ADJOINING PROPERTY ON THE WATERWAY: Give names, addresses, and phone numbers of owners and/or occupants.
George Cavagnaro, Box 42C, Cow Creek Rd., Azalea, Oregon 97410 (phone 837-3663)
George Wenderoth, Box 43, Cow Creek Rd., Azalea, Oregon 97410 (phone 837-3531)
Bill Markham, Riddle, Oregon 97469, (phone 874-2834)
BLM, 3040 Biddle Rd., Medford, Oregon 97501 (phone 776-4174)

PLEASE EXPLAIN IN DETAIL your plans to restore the area to its natural condition.

Let natural winter stream flows replenish and shape.

INFORMATION FOR FILL OR REMOVAL:

FILL WILL INVOLVE -0- cubic yards annually, and -0- cubic yards for the total project.

☐ Riprap ☐ Rock ☐ Gravel ☐ Sand ☐ Silt ☐ Clay ☐ Organic

REMOVAL WILL INVOLVE 1500 cubic yards annually, and 1500 cubic yards for the total project.

☒ Rock ☒ Gravel ☒ Sand ☐ Silt ☐ Clay

DESCRIBE IN DETAIL THE PROPOSED ACTIVITY---its primary purpose and secondary purpose, if any,---intended use (private, public, commercial)---type of structures and use---type of vessels using facility---facilities for handling wastes---type of conveyance and manner of extraction of any fill or removal---the quantity and composition of, and the source and disposal sites for any fill or removal. (If additional space is needed, use plain sheet of paper.)

PURPOSE: Use material for surfacing the contractors work area at the Galesville Dam site.

INTENDED USE: Public

TYPE OF STRUCTURE: None

TYPE OF VESSELS: None

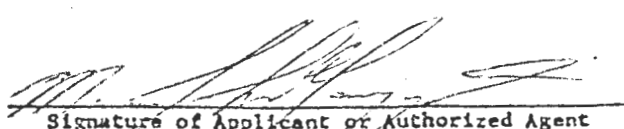
FACILITIES FOR HANDLING WASTES: No Waste

TYPE OF CONVEYANCE AND MANNER OF EXTRACTION: Typical equipment; probably dump trucks and front end loader.

QUANTITY AND COMPOSITION: Variable

SOURCE AND DISPOSAL SITES: Gravel bars to nearby field.

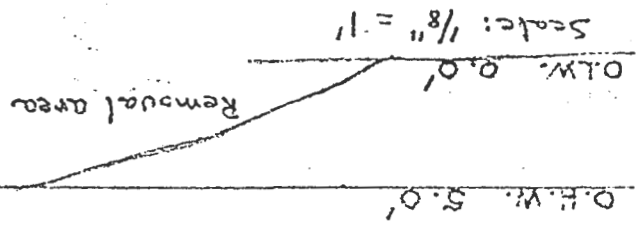
Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that, to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities.


Signature of Applicant or Authorized Agent

18 USC 1001 provides in part: "Whoever, in any manner within the jurisdiction of any department . . . of the United States knowingly and willfully falsifies . . . a material fact or makes any false . . . statement or . . . uses any false . . . document . . . shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

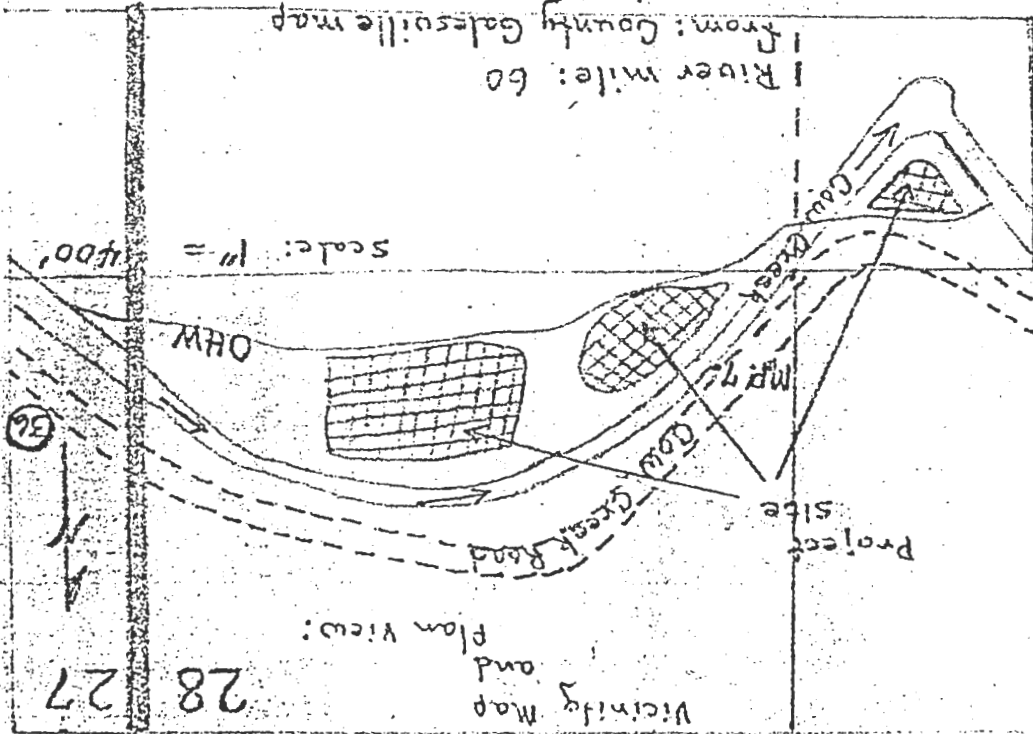
Adjacent property owners:
 1. George Canagano
 2. George Wenderoth
 3. Bill Marbham
 4. BLM

APPLICANT: Douglas County
 DEPARTMENT OF PUBLIC WORKS.
 PURPOSE: Use the material
 FOR SURFACING THE
 CONTRACTORS WORK AREA
 AT THE GALESVILLE DAM SITE.
~~Purpose: Supply private, public~~
~~and commercial orders.~~
 Along: Cow Creek River mile: 60
 Near: Azalea
 County: Douglas State: Oregon
~~Applicant: Gerald S. Brady~~
 Date: August 10, 1982
 Sheets: 1 of 1



Elevation or Section View:

water depths around the project: no water
 around it when in use. Used only when
 water is in normal channel.



Azalea, Oregon - west
 7 miles from mile
 post 7 - not included
 in scale drawing.

Vicinity Map
 and
 Plan View:

JAKE SZRAMEK

AUGUST 29, 1983

DON BUELL

**COW CREEK DAM COMMENTS PURSUANT TO CORPS OF ENGINEERS PUBLIC
NOTICE OF APPLICATION FOR PERMIT 071-0YA-4-003986**

On May 6, 1981, Douglas County, Department of Public Works filed applications R-61641 and 61642 for the construction of Cow Creek Dam, storage of water from Cow Creek and use of water from Cow Creek and Galesville Reservoir.

A public hearing was held on February 24 and 25, 1983 in Roseburg and subsequently the Water Policy Review Board approved the applications on May 23, 1983, with the conditions that the applicant shall provide fish trapping facilities at the project and a rearing pond at the existing Rock Creek Hatchery and that they will consult with Oregon Department of Fish and Wildlife on project operations to optimize fish enhancement.

The project, as described in the notice, is essentially the same as described in the application except that the spillway and outlet works are both centrally located on the dam.

Permits can be issued for the project when:

1. The applicant shows plans for compliance with the Water Policy Review Board order.
2. Complete Plans and Specifications for the project are approved by the Director.
3. The applicant provides a complete description of the areas in which the water will be used together with maps showing these uses.
4. The applicant provides a complete description of the distribution systems.

8144B

August 22, 1983

Douglas County Department of Public Works
c/o Water Resources Survey
Room 104, Justice Building
Roseburg, OR 97470

REFERENCE: Files R-61641, 61642, Galesville Project

Your Applications R-61641 and 61642 have been approved by the Water Policy Review Board and returned to the Water Rights Division for such further proceedings as may be required by statute.

Before permits can be issued under the applications, the following information will be required:

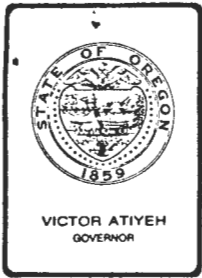
1. Plans and agreements showing compliance with the conditions of the WPRB order dated May 23, 1983.
2. Complete plans and specifications for the entire project approved by the Director.
3. A complete listing of the location of area of use by use, township, range, section and quarter-quarter section together with maps showing the places of use.
4. A complete description of the distribution systems.

On receipt of the additional information, your applications will be further considered for issuance of permits.

Sincerely,

DONALD R. BUELL
Hydroelectric Licensing Engineer

DRB:wpc
8023B



Water Resources Department

MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

PHONE 378-2982

or

1-800-452-7813
(message line)

April 12, 1983

Douglas County Dept. of Public Works
Room 104, Justice Building
Roseburg, OR 97470

REFERENCE: Applications R-61641, 61642

You were sent a copy of the Assistant Attorney General's letter dated January 17, 1983, concerning agreements with private developers of hydroelectric projects.

Enclosed for your guidance is a copy of a letter from the Assistant Attorney General dated March 30, 1983, giving different guidelines for processing applications for hydroelectric projects by municipal corporations. Your attorney may wish to review this letter before you proceed with your application.

Sincerely,



JAMES E. SEXSON
Director

JES:wpc

5925B

378-8507
or
1-800-452-7813
(message line)

February 9, 1983

Douglas County
Department of Public Works
Justice Building, Room 104
Roseburg, OR 97470

REFERENCE: Files R-61641 and 61642 - Galeville Project

Your applications to construct a reservoir for the storage of water from Cow Creek for municipal, industrial, irrigation, recreation, fish enhancement and hydroelectric generation of hydropower were filed as R-61641 and 61642 respectively. Also received were fees of \$409 for which our Receipts 23947 and 23949 are enclosed.

Before permits can be issued under those applications, more information will be required.

Plans and specifications for the reservoir prepared by a registered professional engineer of Oregon must be submitted and approved by the Director.

The quantity of water to be stored for each use must be determined.

The secondary application must include the reservoir as a source, not only for hydropower, but for appropriation of stored water for the other uses. This would include places of use and description of works. A location map must also be provided.

Additional information required for hydropower is described on the enclosed "Requirements for Water Right Applications for hydroelectric projects by Municipal Corporations."

The information previously submitted appears to be preliminary in nature and must be in final form before issuance of permits. All maps and drawings must be certified by a Registered Professional Engineer of Oregon.

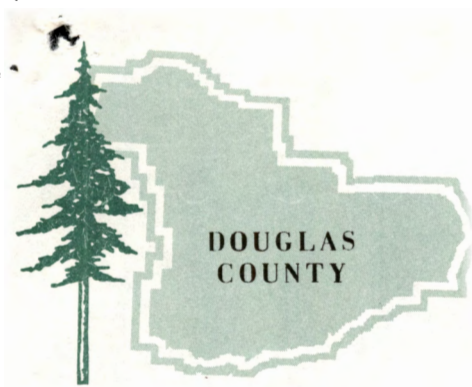
If you have further questions, please feel free to contact me.

Sincerely,

DONALD R. BUELL
Hydroelectric Licensing Engineer

DRB:wp

4953B



DEPARTMENT OF PUBLIC WORKS

KENNETH ERICKSON, DIRECTOR

ROOM 219 -- COURTHOUSE
ROSEBURG, OREGON 97470
(503) 440-4208

James F. Gosson, Asst. Director
JUSTICE BUILDING, ROOM 103
(503) 440-4481

W. C. "Bill" Bowne
SPECIAL STUDIES
JUSTICE BUILDING, ROOM 103
(503) 440-4481

County Shop
2586 N.E. DIAMOND LAKE BLVD.
(503) 440-4268

RECEIVED

FEB 23 1982

WATER RESOURCES DEPT

February 22, 1982

Water Resources Department
555 13th. Street, N.E.
Salem, Oregon 97310

Attention: Don Buell

Dear Mr. Buell:

Would you please modify Application No. R-61641 to read 42,225
acre feet instead of 36,000 a.f..

Thank you.

Yours truly,

M. John Youngquist
Deputy Director

MJY:ey



R-61641
R-6994

PUBLIC WORKS DEPARTMENT

Administration
Room 219 / Courthouse
Roseburg, Oregon 97470
(503) 440-4208

Engineering and Construction
Room 304 / Courthouse
Roseburg, Oregon 97470
(503) 440-4481

Operations and Maintenance
2586 N.E. Diamond Lake Blvd.
Roseburg, Oregon 97470
(503) 440-4268

Water Resources Survey
Room 103 / Justice Building
Roseburg, Oregon 97470
(503) 440-4255

RECEIVED

FEB 14 1990

WATER RESOURCES DEPT.
SALEM, OREGON

February 12, 1990

TO: Steve Brown
FROM: John Youngquist
SUBJECT: Galesville Contract

Enclosed, at long last, is a copy of our Galesville Contract with the United States Bureau of Reclamation.

Sorry for the delay.

RECEIVED

FEB 14 1990

WATER RESOURCES DEPT.
SALEM, OREGON

PN DRAFT 7-06-83
Revised 9-30-83
Revised 11-10-83
Revised 1-06-84
Revised 4-12-84

Contract No. 4-07-10-W0517

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Galesville Project
Douglas County, Oregon

CONTRACT BETWEEN THE UNITED STATES AND
DOUGLAS COUNTY, OREGON, FOR A LOAN AND GRANTS
UNDER THE SMALL RECLAMATION PROJECTS ACT

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RECEIVED

FEB 14 1990

WATER RESOURCES DEPT.
SALEM, OREGON

PN DRAFT 7-06-83
Revised 9-30-83
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Revised 09-30-83
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Revised 4-12-84

Contract No. 4-07-10-W0517

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Galesville Project
Douglas County, Oregon

CONTRACT BETWEEN THE UNITED STATES AND
DOUGLAS COUNTY, OREGON, FOR A LOAN AND GRANTS
UNDER THE SMALL RECLAMATION PROJECTS ACT

1 THIS CONTRACT, made this 20th day of April,
2 1984, by and between the UNITED STATES OF AMERICA, acting through the
3 Regional Director, Pacific Northwest Region, Bureau of Reclamation (herein-
4 after called the Contracting Officer), upon authorization of the Secretary
5 of the Interior and pursuant to the Small Reclamation Projects Act of
6 August 6, 1956 (70 Stat. 1044), as amended, and DOUGLAS COUNTY (hereinafter
7 called the County), a political subdivision of the State of Oregon, duly
8 organized, existing, and acting pursuant to the laws of the State of Oregon
9 with its principal place of business and office at Roseburg, Oregon;

10 WITNESSETH, THAT:

11 RECITALS, DEFINITIONS, AND CONTRACT TERM

12 Explanatory Recitals

13 2. WHEREAS, the Small Reclamation Projects Act of August 6, 1956, as
14 amended, provides for participation of non-Federal organizations in Federal
15 Reclamation projects and for Federal assistance in similar projects developed
16 by non-Federal organizations.

1 3. WHEREAS, the County has submitted to the Secretary of the Interior,
2 a proposal in acceptable form, entitled "Public Law 84-984 Loan Application,
3 Galesville Project" dated September 1982.

4 4. WHEREAS, The total cost of the proposed project is estimated at
5 \$35,082,000 of which \$11,605,000 is to be financed by loan, \$9,082,000 by
6 contributions from the County, and \$14,395,000 by grant. The project will
7 consist of construction of a dam, reservoir, and related facilities for
8 serving irrigation and municipal and industrial needs with benefits for
9 flood control, hydroelectric power generation, anadromous fish, and recreation,
10 fish and wildlife; and

11 5. WHEREAS, the proposal of the County has been reviewed by the
12 Governor of the State of Oregon who found the plan to be financially feasible
13 and recommended its approval; and

14 6. WHEREAS, the County has requested that a portion of the funds
15 to accomplish the proposed work be made available pursuant to the Small
16 Reclamation Projects Act of August 6, 1956, as amended; and

17 7. WHEREAS, the Secretary has found the proposal to be financially
18 feasible, has determined that it constitutes a reasonable risk under the
19 provisions of the Small Reclamation Projects Act of 1956, as amended, and
20 has approved the proposal and transmitted to the Congress of the United
21 States the aforesaid findings and approval;

22 NOW, THEREFORE, in consideration of the mutual and dependent
23 covenants herein contained, it is agreed by and between the parties hereto
24 as follows:

25 Definitions

26 8. The following terms hereinafter used in this contract shall have
27 the following respective meanings:

1 (a) "Act" shall mean the Small Reclamation Projects Act of 1956,
2 as amended.

3 (b) "Agricultural Water" shall mean water used for the commercial
4 production of agricultural crops, including incidental domestic use thereto,
5 on tracts of land operated in units of more than 5 acres.

6 (c) "Anadromous Fish Enhancement" shall mean benefits provided by
7 the Project Works which accrue to coho salmon, steelhead, and chinook
8 salmon. For purposes of this agreement, Anadromous Fish Enhancement is
9 separate and distinct from the "recreation, fish, and wildlife" benefits
10 described in the Proposal.

11 (d) "Excess Lands" shall mean those Lands Capable of Receiving
12 Irrigation Benefits through Project Works in excess of 960 irrigable acres
13 held in the beneficial ownership of a Qualified Recipient or in excess of
14 320 irrigable acres held in the beneficial ownership of a Limited Recipient.

15 (e) "Fiscal Year" shall mean the period of October 1 through the
16 next following September 30.

17 (f) "Final Environmental Statement" shall mean that document
18 entitled "Galesville Project, Douglas County, Oregon, Final Environmental
19 Statement," as filed with the Environmental Protection Agency on July 11,
20 1983, Statement No. FES 83-34.

21 (g) "Flood Control" shall mean the benefits provided by the
22 Project Works in minimizing flood damage in the service area.

23 (h) "Hydroelectric Power Generation" shall mean the use of Project
24 Works to provide power head storage, generating capacity, transmission
25 facilities, or otherwise facilitate the production and/or distribution of
26 power.

1 (i) "Irrigable Lands" shall mean those lands suitable for
2 agricultural production.

3 (j) "Lands Capable of Receiving Irrigation Benefits" shall mean
4 all irrigable lands within the County's service area to which irrigation
5 service can be provided through Project Works regardless if water is
6 delivered to such lands.

7 (k) "Limited Recipient" shall mean any legal entity established
8 under State or Federal law benefiting more than 25 natural persons (as such
9 term is defined in Section 202 of the Reclamation Reform Act of 1982).

10 (l) "Municipal, Industrial, and Domestic Water" (hereinafter
11 referred to as M&I) shall mean water delivered to users by means of the
12 Project Works and not used as Agricultural Water.

13 (m) "Ordinance" shall mean the Galesville Project Fund Ordinance
14 (Ordinance No. 83-4-3) adopted on November 23, 1983, by the Board of County
15 Commissioners of Douglas County, Oregon.

16 (n) "Project" or "Project Works" shall mean and include all works
17 and facilities constructed in accordance with the plan set forth in the
18 approved Proposal, and including any modifications therein pursuant to the
19 provisions of Article 10, together with land, interests in land, and rights-
20 of-way for such works and facilities.

21 (o) "Proposal" shall mean the proposal submitted by the County
22 entitled "Public Law 84-984 Loan Application, Galesville Project," dated
23 September 1982, as modified by the conditions contained in the Regional Loan
24 Engineer's Report for the Project dated January 18, 1983.

25 (p) "Qualified Recipient" shall mean an individual who is a
26 citizen of the United States or a resident alien thereof or any legal entity
27 established under State or Federal law which benefits 25 natural persons or

1 less (as such term is defined in Section 202 of the Reclamation Reform Act
2 of 1982).

3 (q) "Quarter" shall mean a 3-month period beginning the first day
4 of January, April, July, or October in any Year.

5 (r) "Recreation, Fish and Wildlife" shall mean the benefits
6 realized from the use of Project Works, including park facilities, by
7 individuals or organizations for the primary purpose of providing hunting,
8 fishing, water sports, resident sport fishing, or other recreational
9 activities; and for resident fish and wildlife enhancement.

10 (s) "Secretary" or "Contracting Officer" shall mean the Secretary
11 of the Interior of the United States or his duly authorized representative.

12 (t) "Special Fund" shall mean the Galesville Project Fund estab-
13 lished by Douglas County Ordinance No. 83-4-3.

14 (u) "Year" shall mean the calendar year.

15 Contract Term

16 9. This contract shall become effective upon the date of its execution
17 on behalf of the United States and remain in effect until the County has
18 paid to the United States any and all amounts owing to the United States
19 under this contract.

20 PROJECT CONSTRUCTION

21 Work to be Performed

22 10. (a) To the extent that Federal funds therefor may now or here-
23 after be available pursuant to the terms of this contract, the County on its
24 own account or by contract or contracts, shall construct the Project substan-
25 tially in accordance with the plan set forth in the Proposal, subject to such
26 modifications or changes in plan as may be agreed upon by the County and the

1 Contracting Officer. The County agrees to perform or cause to be performed
2 all of said work pursuant to detailed plans, designs, estimates, and specifi-
3 cations, and in accordance with sound engineering practices, all as approved
4 by the Contracting Officer as adequate to protect interests of the United
5 States in the Project. The County agrees to complete construction of the
6 Project Works within 4 years of the initial advance of Federal loan funds:
7 Provided, however, That such construction period may be extended upon the
8 written approval of the Contracting Officer.

9 (b) The Project shall be considered completed for purposes of this
10 contract when so determined by the Contracting Officer. The determination
11 of the Contracting Officer will be announced by written notice to the County.

12 (c) Title to the works and facilities constructed or rehabilitated
13 pursuant to this contract shall remain with the County; Provided, however,
14 That the County shall grant a trust deed to the United States conveying the
15 Galesville Dam and Reservoir, and all appurtenances, including land and water
16 rights, to the United States as security for the County's obligations under
17 this contract. Such trust deed is attached as Exhibit A and is hereby made a
18 part of this contract. In the event of a default under this contract, the
19 United States shall have the authority to foreclose the trust deed in accord-
20 ance with the laws of the State of Oregon. The trust deed shall name the
21 United States as beneficiary and the United States Department of the Interior,
22 Bureau of Reclamation, as trustee.

23 Scheduling of Work

24 11. (a) Prior to the advancement of any funds under this contract,
25 the County shall submit to the Contracting Officer for approval:

1 (1) A master work schedule showing by Fiscal Years the
2 entire work proposed to be performed or caused to be performed by the County
3 under this contract and the total estimated cost thereof; and

4 (2) A detailed work schedule of that portion of the work
5 proposed for accomplishment in the initial Quarter, showing estimates of
6 funds by months.

7 Thereafter, not less than 15 days prior to the end of the initial Quarter
8 and each subsequent Quarter throughout the construction period, a detailed
9 schedule of said work proposed for the ensuing Quarter, showing estimates of
10 funds required by months, shall also be submitted by the County to the
11 Contracting Officer for approval.

12 (b) The work schedules and cost estimates required by this
13 Article shall be submitted by the County on such forms as the Contracting
14 Officer may designate and shall contain such data and information as the
15 Contracting Officer may require. Any approved work schedule may be modified
16 upon approval by the Contracting Officer after the Contracting Officer's
17 determination that the request for modification is timely and to the advantage
18 of the Proposal.

19 (c) Provided that costs are limited to those incurred subsequent
20 to September 29, 1983, and are chargeable to the Proposal as set forth in
21 Article 17 hereof, the work schedules may include, in the estimates of funds
22 required, the sums required for the preparation of designs and specifications,
23 engineers' estimates, legal work, and other preconstruction activities
24 required to initiate the stage of construction involved.

25 (d) Engineering plans, designs, and specifications to be prepared,
26 or caused to be prepared, by the County for work to be performed in any
27 Quarter shall be submitted to the Contracting Officer sufficiently in advance

1 of the proposed construction date to permit his review and shall be in
2 sufficient detail to permit an engineering analysis of structures and to
3 clearly establish proposed standards for construction thereof. No construc-
4 tion contract shall be awarded or construction initiated with the County's
5 own forces until plans, designs, and specifications for such work have been
6 approved by the Contracting Officer. The Contracting Officer shall use
7 diligence in processing plans, designs, and specifications submitted by the
8 County. The Contracting Officer's approval, disapproval, or indicated
9 modification thereof shall be transmitted to the County in writing.

10 (e) Prior to actual construction work during any Quarter, the
11 County shall obtain, by donation, purchase, eminent domain, or other appropri-
12 ate procedure, title to any additional lands or interests therein necessary
13 for such work; Provided, That such title shall be without cost to the United
14 States (except as provided by subsection 5(b)(2) of the Act); Provided,
15 further, That such title acquisition shall be subject to the provisions of
16 Article 42 hereof.

17 Progress Reports, Drawings, and Inspections

18 12. (a) The County shall prepare and furnish to the Contracting Offi-
19 cer weekly written reports describing the progress of the work. In addition,
20 the County shall furnish the Contracting Officer monthly written reports item-
21 izing quantities removed or installed and the costs incurred by the County
22 pursuant to this contract for each preceding month. Said reports shall be
23 prepared in such form and in such manner as the Contracting Officer may from
24 time to time prescribe. Upon completion of the Project, the County shall
25 furnish reproducible prints of "as-built" drawings and operating instructions
26 of all major structures to the extent required by the Contracting Officer.

1 (b) Any and all work undertaken by the County pursuant to this
2 contract shall be open and subject to inspection by the Contracting Officer
3 and his designated representative at all times during the progress thereof
4 and on completion. Should it be determined by the Contracting Officer that
5 any such work is not being performed or has not been completed in accordance
6 with approved plans, designs, specifications, and schedules and otherwise in
7 accordance with the terms and provisions of this contract, the County shall
8 be given written notice thereof by the Contracting Officer within a reasonable
9 time after the inspection, and the County shall perform or correct the work
10 as directed therein. No work undertaken by the County hereunder shall be
11 deemed to be completed until the same shall have been approved in writing by
12 the Contracting Officer.

13 (c) The County may utilize in connection with the performance of
14 work under this contract such independent, expert, consulting, or supervisory
15 services as it may deem necessary, and the reasonable cost of such services
16 shall be considered a part of the cost of the work performed.

17 Contracts with Third Parties

18 13. (a) The County shall advertise each construction, equipment, or
19 supply contract exceeding \$10,000 for competitive bidding. Upon receipt of
20 bids, any action proposed by the County other than making the award to the
21 lowest responsible bidder shall be subject to review by the Contracting
22 Officer.

23 (b) The County shall require construction contractors to furnish
24 performance bonds and payment bonds equal to 100 percent and 50 percent,
25 respectively, of the contract amount, for all contracts exceeding \$25,000.
26 Supply and equipment contractors may be required to furnish performance
27 bonds on major supply or equipment contracts when the contract calls for
28 substantial progress payments before delivery of end items.

29 (c) The United States shall not be a party to, or obligated in
30 any manner by, contracts entered into between the County and other parties
31 pursuant to this contract.

1

2

1

3

0

9

1 COSTS, FUNDING, AND REIMBURSEMENT

2 Estimated Cost - Loan - Grants - Contribution

3 15. (a) The estimated total cost of the Project is \$35,082,000, of
4 which \$11,605,000 is to be a loan provided by the United States, \$14,395,000
5 is to be provided by Federal grant funds, and \$9,082,000 is to be provided
6 by the County as its contribution; Provided, however, That the limit of
7 expenditures by the United States is an amount of money not to exceed
8 whichever is the lesser of the following:

9 (1) \$26,000,000, or

10 (2) The actual cost of the Project less the County's
11 contribution.

12 (b) The total of the grant funds to be provided by the United
13 States shall be determined in accordance with the provisions of Section 5(b)
14 of the Act.

15 (c) The total contribution by the County shall be no less than
16 \$9,082,000, except as that amount may be reduced pursuant to the provisions
17 of Article 19 of this contract, and will consist of funds expended by the
18 County in the development of the Proposal, the cost of the acquisition of
19 water rights, lands, and interests in lands (with exceptions as provided by
20 subsections 5(b)(1) and (2) of the Act) necessary for the successful construc-
21 tion, operation, and maintenance of the Project, the cost of securing all
22 necessary approvals for the accomplishment of all work, the \$1,000 remitted
23 by the County to the United States with its application, plus all other
24 costs needed to complete the Project in excess of the amount loaned by the
25 United States and the grant monies provided by the United States.

26 (d) The County agrees, in accordance with Section 4(b) of the Act,
27 that it will not utilize or rely on the portion of the Project financed by

1 the United States hereunder to finance that portion of the cost of the
2 Project which is required to be contributed by the County under the Act and
3 the Proposal.

4 Advances by the United States

5 16. (a) Subject to the availability and allotment of funds by the
6 Congress, approval by the Contracting Officer of the plans, designs, and
7 specifications, master work schedule, and a detailed work schedule for the
8 initial Quarter or any subsequent Quarter, and the continuing performance
9 and fulfillment of the terms of this contract by the County, the United
10 States will advance to the County each month the sums of money shown as the
11 monthly requirement on the approved detailed work schedule, less any balance
12 of funds available therefor from prior advances. In the event that funds
13 advanced by the United States are expended prior to the end of the first or
14 any subsequent month, additional sums may be advanced on the basis of a
15 supplemental detailed work schedule approved in like manner as the first.
16 Each advance of funds subsequent to the initial advance shall be dependent
17 upon the County's satisfactory performance of prior work, as determined by
18 the Contracting Officer, but such advance shall not commit the Contracting
19 Officer to approval of performance of such prior work. The Contracting
20 Officer, at his election, may withhold any advance of funds contemplated
21 hereunder at any time when, in his opinion, the County is in default or
22 delinquent with respect to performance of any of the terms or conditions of
23 this contract or if, in the opinion of the Contracting Officer, it appears
24 that the County will not be able to complete the work with the funds to be
25 provided by the United States as set forth in Article 15(a).

26 (b) All funds advanced hereunder by the United States shall be
27 deposited by the County in a special interest bearing account in a bank

1 which is a member of the Federal Reserve System. Such account shall be
2 maintained until all funds so advanced shall have been expended or returned
3 to the United States. Interest credited by the depository bank on funds
4 advanced shall be considered as advances to the County by the United States.
5 No funds advanced hereunder shall be commingled with any other funds of the
6 County.

7 (c) The County may draw upon said special account as required to
8 finance its performance of the detailed work schedules. The County shall
9 cause the depository bank to furnish to the Contracting Officer a monthly
10 bank statement of said account on its commercial form.

11 (d) Advances by the United States to the County shall take into
12 account estimated costs of reimbursable interest during construction and
13 costs of the United States with the intent that the sum of the County's
14 loan obligation and the grant funds provided hereunder shall not exceed
15 \$26.0 million.

16 Costs and Responsibilities of the County

17 17. (a) Funds advanced under this contract shall be limited to such
18 costs and expenses as are reasonably incurred in the exercise of sound engi-
19 neering, construction, and business practices, and may consist of costs for
20 the preparation of designs and specifications, engineers' estimates, legal
21 work, supplies, material, equipment rental, labor, payments under construc-
22 tion contracts, actual costs of supervision and administration not to exceed
23 15 percent of the loan and grant funds provided by the United States, and
24 other costs relating to work items as specified in Article 10(a), all as
25 approved by the Contracting Officer and incurred subsequent to September 29,
26 1983. With exceptions as provided by subsections 5(b)(1) and (2) of the Act,
27 such funds shall not be used for the County's costs or expenses of acquiring

1 any lands or interests therein or any water rights necessary for the success-
2 ful construction, operation, and maintenance of the Project, nor shall such
3 funds be used to reimburse the County for the cost of preparation, process-
4 ing, or review of the County's Proposal and loan application, or other items
5 included in the County's contribution as provided in Article 15(c).

6 (b) The County now holds or will acquire without cost to the
7 United States, and will provide for purposes of construction and the opera-
8 tion and maintenance of the Project Works, all water supplies and rights to
9 the use of water necessary to carry out the Project and to operate and
10 maintain the Project Works.

11 (c) The County now holds or will acquire without cost to the
12 United States, all Federal, State, and local permits necessary for construc-
13 tion, operation, and maintenance of the Project Works, including but not
14 limited to permits and licenses issued by the Federal Energy Regulatory
15 Commission, Army Corps of Engineers, and the State of Oregon.

16 (d) The County will comply with the preference requirements of
17 Section 5(f) of the Act in regard to the sale of electric energy from the
18 Project Works.

19 (e) The County will comply with such requirements of the Federal
20 Office of Management and Budget Circular No. A-102 (as revised January 1981)
21 as the Secretary may determine to apply to the administration of grant funds
22 provided under the terms of this contract.

23 Costs of the United States

24 18. All costs heretofore or hereafter incurred by the United States
25 prior to the commencement of the repayment period leading to and in perform-
26 ing and administering this contract, including but not limited to costs of
27 (i) surveys, investigations, and contract negotiations; (ii) reviewing of

1 County's plans, reports, schedules, designs, specifications, and title or
2 interests in lands; (iii) inspecting work performed hereunder; (iv) recording,
3 reviewing, and auditing the accounts and records of the County relating to
4 such work; and (v) services or materials furnished by the United States under
5 the terms of this contract, shall be included in the amount of the loan obli-
6 gation of the County. The term "cost" shall be deemed to include, but not be
7 limited to applicable portions of salaries, travel, per diem, leave of employ-
8 ees, and legal, overhead, and general expense of the United States. Costs
9 incurred by the United States in performing and administering this contract
10 shall be held to the minimum amount deemed necessary by the Contracting Offi-
11 cer for protection of the interests of the United States. After the execution
12 of this contract and until completion of the work hereunder, the Contracting
13 Officer shall furnish to the County quarterly reports of all such costs.

14 Cost Reductions

15 19. (a) It is the intent and understanding of both the United States
16 and the County that all costs incurred by the County in the performance of
17 work under this contract shall be held to the minimum amount necessary to
18 complete the approved Proposal in accordance with sound engineering, construc-
19 tion, and business practices. As a means of encouraging such objectives,
20 certain cost incentives are herein provided by this article. Each cost
21 reduction action taken by the County which results in the actual project cost
22 being less than the estimated project cost of \$35,082,000, as shown in the
23 approved Proposal, is subject to the provisions of this article; Provided,
24 That the following conditions are met:

25 (1) The County notifies the Contracting Officer, in writing,
26 of the proposed cost reduction action prior to its implementation. Said

1 notification shall include (a) a description of the proposed action, and
2 (b) an itemized and detailed estimate of the anticipated cost savings.

3 (2) The Contracting Officer approves the cost reduction
4 proposal, in writing, prior to its implementation. The Contracting
5 Officer's approval or disapproval of any cost reduction proposal submitted
6 in accordance with this article shall be final.

7 (b) Actual cost savings realized pursuant to the provisions of
8 this article, and approved by the Contracting Officer, shall be shared
9 between the County and the United States with the County receiving credit
10 for 25.9 percent of the reductions and the United States receiving credit
11 for 74.1 percent of the reductions; Provided, That such reductions shall be
12 limited to the lesser of (1) the actual cost savings realized, or (2) the
13 sum of the anticipated cost savings as delineated in all cost reduction
14 proposals approved by the Contracting Officer.

15 (c) The credit received by the County pursuant to (b) above may
16 be used to reduce the amount of the County's contribution; Provided, however,
17 That the amount of the contribution cannot be reduced below the sum of the
18 actual costs incurred by the County in (1) the development of the Proposal
19 and the environmental assessment, and (2) the acquisition of all necessary
20 lands, land rights, and water rights, with exceptions as provided by
21 subsections 5(b)(1) and (2) of the Act.

22 (d) Any cost savings credited to the County that are not applied
23 towards reduction of the County's contribution shall be applied toward
24 reduction of the loan obligation, as shall all cost savings credited to the
25 United States.

Accounts

1 20. During the performance of the work under this contract by the
2 County on its own account or by contract, the County shall maintain books of
3 accounts pertaining to such work separate and apart from any other of its
4 books of accounts, and so keep them, and all other books, records, and
5 memoranda which support in any way the entries in such books of accounts, as
6 to be able to furnish readily full information as to any item included in
7 any account. Each entry shall be supported by such detailed information as
8 will permit a ready identification, analysis, and verification of all of the
9 facts relevant thereto. Any such books and records which support entries to
10 the accounts shall be retained until written permission for their destruction
11 is given by the Contracting Officer.

Audits

12
13 21. The United States, at any time after the date of this contract,
14 and for a period of 3 years after completion of the Project Works, may audit
15 the records and other cost accounts of the County which are to be maintained
16 as provided in Article 20 herein. If the audit discloses payments by the
17 United States for costs which cannot be supported or identified to the work,
18 materials, or other items covered by this contract, such costs will, at the
19 option of the Contracting Officer, be either (a) deducted from subsequent
20 advances to the County, or (b) reimbursed to the United States by the County
21 within 60 days after written notice of disqualification of the payments.

1 REPAYMENT

2 Completion of Project--Final Cost Allocation

3 22. (a) Upon substantial completion of the Project, or such part
4 thereof as the funds actually made available pursuant to the terms of this
5 contract will complete, as determined by the Contracting Officer, the County
6 shall return to the United States any unexpended, unobligated, and unencum-
7 bered balance of funds advanced by the United States. Following receipt of
8 any such funds, the Contracting Officer shall provide the County with a
9 written statement of actual Federal expenditures, including interest during
10 construction. Concurrently, the County shall provide the Contracting
11 Officer with a written statement of actual County expenditures.

12 (b) Upon the determination of the actual amounts of Project expend-
13 itures of both the County and the United States, as provided in subarticle (a)
14 above, the County shall update the cost allocation and the repayment schedule
15 of the proposal to reflect post-construction conditions and shall furnish
16 copies thereof to the Contracting Officer for approval. Such cost allocation
17 and repayment schedule shall be prepared using the separable costs-remaining
18 benefits method as followed in the approved Proposal; Provided, however,
19 That the final determination of the post-construction cost allocation and
20 the post-construction repayment schedule shall be made by the Contracting
21 Officer and such determination shall be conclusive upon the parties hereto.

22 Repayment by County

23 23. (a) Upon determination of the post-construction allocation and
24 repayment schedule, as provided by Article 22(b), the Contracting Officer
25 shall furnish to the County a statement showing (1) the total principal
26 amount of money repayable to the United States under the terms of this

1 contract, hereinafter called the loan obligation; such amount shall include
2 reimbursable interest during construction for all interest-bearing Project
3 functions except M&I Water; (2) the allocation of the loan obligation among
4 each of the Project functions, by amount and ratio; (3) the allocation of
5 total interest during construction among each of the Project functions, by
6 amount and ratio; (4) the allocation of total interest during repayment
7 among each of the interest-bearing Project functions except M&I Water;
8 (5) the total amount of money, by Project function, furnished by the United
9 States as grant funds; and (6) a repayment schedule showing repayment of the
10 loan obligation by Project function; Provided, That in no event shall the
11 sum of the loan obligation and the grant funds exceed \$26,000,000.

12 (b) The County's loan obligation shall be repaid to the United
13 States in a period not to exceed 40 years for the Hydroelectric Power Genera-
14 tion (power) function and not to exceed 30 years for the remaining functions,
15 which repayment periods shall begin in the year following the year that the
16 Contracting Officer announces that the work is completed within the terms of
17 this contract; Provided, That if the loan obligation has not been determined
18 by the United States when the first installment becomes due hereunder, the
19 Contracting Officer will notify the County of the estimated loan obligation.
20 Such estimated loan obligation shall be considered as the amount of the loan
21 obligation for repayment purposes until such time as the actual loan obligation
22 is established.

23 (c) Annual principal installments on the County's loan obligation
24 shall be in the amounts set forth in the final repayment schedule pursuant
25 to subarticle (a)(6) of this article; Provided, That in the event the final
26 repayment schedule has not been established by the Contracting Officer when
27 the first installment becomes due hereunder, the Contracting Officer will

1 notify the County of the estimated repayment schedule. The annual principal
2 payments shall be in the amounts as shown on the estimated repayment schedule
3 until such time as the final repayment schedule is established. The first
4 of the successive annual principal installments shall become due and payable
5 on December 31 of the first year of the repayment period, and subsequent
6 annual installments shall become due on December 31 of each succeeding year.

7 (d) With each annual principal installment, the County also shall
8 pay to the United States interest at 10-3/8 percent on the following:

9 (1) That portion of the unpaid loan obligation attributable
10 to interest during construction (IDC) for M&I Water, computed as follows:

11 Step 1.--For the purposes of the computations in this
12 subarticle (d)(1), the entire amount of the loan obligation attributable to
13 irrigation and M&I shall be considered as being allocated to the furnishing
14 of M&I Water and thus interest-bearing.

15 Step 2.--The amount of equal annual payments needed to
16 amortize the entire amount of IDC attributable to irrigation and M&I,
17 at 10-3/8 percent compound interest over the estimated length of the
18 irrigation repayment period, shall be calculated.

19 Step 3.--The portion of actual IDC associated with the
20 actual furnishing of M&I Water during the preceding calendar year shall be
21 determined by the Contracting Officer. Such portion shall be the ratio that
22 the quantity of M&I Water furnished through Project Works bears to the total
23 quantity of water furnished for both Agricultural Water and M&I Water through
24 Project Works during said period. The quantities of Agricultural Water and
25 M&I Water furnished during said period from Project Works shall be measured
26 or otherwise determined by the County in accordance with procedures mutually

1 agreed upon between the County and the Contracting Officer, and a report
2 thereon shall be furnished to the Contracting Officer by the County under the
3 provisions of Article 36 herein.

4 Step 4.--Multiply the percent of M&I Water use derived in
5 Step 3 by the amortized annual payment calculated in Step 2. The product is
6 the annual IDC principal and interest thereon for M&I Water repayable to the
7 United States in accordance with this subarticle (d)(1). The remaining
8 portion of the amortized annual payment calculated in Step 2 shall be
9 considered allocated to irrigation and thus nonreimbursable.

10 (2) That portion of the unpaid loan obligation attributable
11 to construction of the Project which may be allocated by the Contracting
12 Officer to the furnishing of M&I Water. Such portion of the loan obligation
13 shall be determined by multiplying the ratio calculated in Step 3 of sub-
14 section (1) above by the remaining unpaid loan obligation attributable to
15 irrigation and M&I.

16 (3) That portion of the unpaid loan obligation attributable
17 to the construction of the Project which may be allocated by the Contracting
18 Officer to furnishing commercial power and to reimbursable portions of the
19 anadromous fish enhancement and recreation, fish and wildlife functions. Such
20 portion shall be determined by multiplying the sum of the ratios provided by
21 subarticle (a)(2) above for the commercial power, anadromous fish enhancement,
22 and recreation, fish and wildlife functions by the remaining unpaid loan
23 obligation.

24 (4) That portion of the unpaid loan obligation attributable
25 to construction of the Project which may be allocated by the Contracting
26 Officer to furnishing irrigation benefits to Excess Lands at any time during
27 the preceding year. Such portion of the loan obligation shall be determined
28 by dividing the total acreage of Excess Lands by the total acreage of Lands
29 Capable of Receiving Irrigation Benefits during such period and multiplying

1 the quotient so derived by the portion of the unpaid loan obligation
2 attributable to irrigation.

3 (e) The County shall require each owner of Excess Lands to certify
4 the extent of his or her total ownership and the number of acres of Excess
5 Lands. Each owner who by acquisition of additional land becomes an Excess
6 Lands owner or increases an existing Excess Lands ownership or who has
7 disposed of all or part of such Excess Lands held in said ownership shall
8 promptly make similar certification. On or before January 30 of the year in
9 which the first payment is due and each January 30 thereafter, the County
10 shall submit a written report to the Contracting Officer showing the total
11 acreage of Excess Lands held at any time during the preceding calendar year
12 and the total acreage of Lands Capable of Receiving Irrigation Benefits. Upon
13 receipt and approval of said report, the Contracting Officer will notify the
14 County of any charges due the United States in accordance with subarticle (d)(4)
15 of this article.

16 (f) The County may at any time prepay all or any part of loan funds
17 advanced under this contract, or, after establishment of the loan obligation,
18 all or any part of the loan obligation; Provided, That all accrued interest is
19 paid at the same time; Provided, further, That such prepayments shall be in
20 addition to any and all other annual installments required under this Article 23.

21 County Obligation--Benefits
22 Conditioned upon Payment

23 24. (a) The County and the United States agree to the following:

24 (1) The Ordinance, attached as Exhibit B, is hereby made a part
25 of this contract by reference thereto and the County covenants and agrees to
26 not amend, supplement, or cancel said Ordinance without the prior written
27 concurrence and approval of the Contracting Officer; Provided, however, That
28 the Contracting Officer will not object to any amendment of, or supplement

1 to, the Ordinance as long as such amendment or supplement does not in any
2 way adversely affect or interfere with the security of the County's loan
3 obligation to the United States.

4 (2) To the extent permitted under the laws of the State of
5 Oregon, the County hereby grants the United States a first lien on the
6 revenues appropriated to the Special Fund for the repayment of the County's
7 loan obligation under this contract. The County agrees to diligently collect
8 all revenues payable to the Special Fund. The County further agrees to estab-
9 lish user fees, in accordance with the Proposal, sufficient to make all
10 payments due the United States under this contract as the same become due.

11 (b) The payment of charges becoming due hereunder is a condition
12 precedent to receiving benefits under this contract. The County's failure
13 to repay when due its loan obligation, or any annual portion or installment
14 thereof, shall constitute a default under this contract which, in addition
15 to all other measures available under this contract, shall entitle the United
16 States to foreclosure under Article 10(c). The County shall not furnish water
17 made available pursuant to this contract for lands or parties which are in
18 arrears in the advance payment of operation and maintenance or toll charges
19 or in arrears more than 12 months in the payment of construction charges as
20 levied or established by the County.

21 Charge for Late Payments

22 25. The County shall pay a late payment charge on installments or
23 charges which are received after the due date. The late payment charge
24 percentage rate calculated by the Department of the Treasury and published
25 quarterly in the Federal Register shall be used; Provided, That the late
26 payment charge percentage rate will not be less than 0.5 percent per month.
27 The late payment charge percentage rate applied on an overdue payment will
28 remain in effect until payment is received. The late payment rate will be
29 determined on the day immediately following the due date and will be applied
30 to the overdue payment for the period of delinquency. In the case of
31 partial late payments, the amount received will first be applied to the late
32 charge on the overdue payment and then to the overdue payment.

1 OPERATION AND MAINTENANCE

2 Operation and Maintenance of Project
3 Works--Payment of Miscellaneous Costs

4 26. (a) The County, without expense to the United States, shall care
5 for, operate, and maintain the Project Works in full compliance with the terms
6 of this contract, and in such manner that such Project Works will remain in
7 good and efficient condition.

8 (b) Necessary repairs of the Project Works shall be made promptly
9 by the County. In case of unusual conditions or serious deficiencies in the
10 care, operation, and maintenance of the Project Works threatening or causing
11 interruption of service, the Contracting Officer may issue to the County a
12 special written notice of the necessary repairs. Within 60 days of receipt of
13 such notice, the County shall either make the repairs or submit an acceptable
14 plan for accomplishing the works. If the County fails to meet the conditions
15 stated above, the Contracting Officer may cause the repairs to be made and the
16 cost thereof shall be paid by the County as directed by the Contracting Officer.

17 (c) The County shall make no substantial change in any of the major
18 Project Works without first obtaining the written consent of the Contracting
19 Officer.

20 (d) The County agrees to indemnify the United States for, and to
21 hold the United States and all of its representatives harmless from, all
22 suits, actions, or claims of any character brought on account of any injury to
23 any person or property, resulting from any act, omission, neglect, or miscon-
24 duct in the manner or method of executing any construction, care, operation,
25 maintenance, supervision, inspections, or other duties required under this
26 contract regardless of who performs those duties.

27 (e) The County, as owner and operator of the dam and reservoir
28 being constructed, modified, or rehabilitated with loan funds being provided
29 by the United States under provisions of this contract, accepts all responsi-
30 bility for structural integrity and safety of the dam and related facilities
31 being constructed, modified, or rehabilitated. The County hereby releases
32 the United States and its officers and employees from any liability whatsoever
33 resulting from or concerned with the design, construction, operation, and
34 maintenance of the dam and related facilities.

35 Further, the County shall implement an effective safety of dam
36 program acceptable to the State of Oregon and consistent with the program
37 approved in the loan application report. If for any reason the State declines
38 to review the County's safety of dam program, the County shall implement an
39 effective program acceptable to the Contracting Officer. The County agrees
40 to provide the appropriate agency of the State of Oregon with design data,
41 designs, and an operating plan for the dam and related facilities consistent
42 with the current memorandum of understanding concerning storage dam plan-
43 design-construct-operate-maintain process between the United States and the
44 State of Oregon.

1 The County agrees to request that the dam and related facilities be
2 examined and evaluated at least once every 3 years for structural integrity
3 and safety by the State. If for any reason the State declines to inspect the
4 facilities at 3-year intervals, as a minimum, the County will cause safety
5 examinations and evaluations to be performed at 3-year intervals, at its own
6 expense, by a qualified and impartial third party acceptable to the State
7 and/or the Contracting Officer. The Contracting Officer will be afforded an
8 opportunity to observe the safety of dam examinations and will be provided
9 copies of reports and recommendations relating to the safety examinations.

10 (f) In the event the County is found to be operating the Project
11 Works or any part thereof in violation of this contract, then, upon the elec-
12 tion of the Contracting Officer, the United States may take over from the
13 County the care, operation, and maintenance of such Project Works by giving
14 written notice to the County of such election and of the effective date
15 thereof. Thereafter, during the period of operation by the United States,
16 upon notification, the County shall pay to the United States, annually in
17 advance, the cost of operation and maintenance of the works as determined
18 by the Contracting Officer. Following written notification from the Con-
19 tracting Officer, the care, operation and maintenance of the works may be
20 retransferred to the County.

21 (g) If Federal grant funds predicated upon performance of non-
22 reimbursable functions are provided the County, the County agrees to operate
23 the Project Works in accordance with regulations as prescribed for the
24 performance of such nonreimbursable functions by the head of the Federal
25 department or agency primarily concerned with those functions. In the event
26 of noncompliance by the County with such regulations, then, upon the election
27 of the Contracting Officer, the United States may take over from the County
28 the care, operation, and maintenance of the involved Project Works in the
29 manner as set forth in subarticle (f) above, or the County will repay to the
30 United States over the remaining repayment period of the contract, the
31 amount of the grant funds, with interest, associated with the noncompliance
32 situation.

33 (h) In addition to all other payments to be made by the County
34 under this contract, the County shall pay to the United States, following the
35 receipt of a detailed statement, miscellaneous costs incurred by the United
36 States for unusual work involved in the administration and supervision of
37 this contract.

1 Examination and Inspection of Project Works for
2 Determining Adequacy of Operation, Maintenance,
3 and Safety of Dam Programs

4 27. (a) The Contracting Officer may elect, from time to time, to make
5 examinations and evaluations of Project Works being operated by the County
6 with a view to assisting the County in determining the condition of the works
7 and the adequacy of the operation, maintenance, and safety of dam programs.
8 The examinations and evaluations may include any or all of the Project Works
9 which were constructed by the United States and transferred to the County or
10 Project Works which were constructed by the County with funds advanced or
11 reimbursed by the United States. Reports of the examinations and evaluations,
12 including recommendations, will be prepared and copies will be furnished to
13 the County. The examinations and evaluations will be without cost to the
14 County except for such costs incurred by the County and/or its agents to
15 provide access, to operate any mechanical or electrical equipment, or to
16 answer questions.

17 (b) If deemed necessary by the Contracting Officer or requested by
18 the County, special inspections of any Project Works being operated by the
19 County and of the County's books and records may be made to ascertain the
20 extent of any operation and maintenance deficiencies, to determine the
21 remedial measures required for their correction, and to assist the County in
22 solving specific problems. Any special inspection or audit, except in a case
23 of emergency, shall be made after written notice to the County and the actual
24 cost incurred by the United States shall be reimbursed by the County to the
25 United States.

26 (c) The State of Oregon shall be provided an opportunity to observe
27 and participate, at its own expense, in the examinations and inspections. The
28 County and the State will be provided copies of reports and recommendations
29 relating to such examinations and inspections.

30 Emergency Reserve Fund

31 28. (a) Commencing with the first year of the repayment period, the
32 County shall establish and maintain a reserve fund that will be available to
33 cover extraordinary operation and maintenance costs for repairs and safety of
34 dam items. Such reserve fund shall be established by the County with a deposit
35 of \$75,000 to a federally insured interest- or dividend-bearing account, or in
36 securities guaranteed by the Federal Government; Provided, That money in the
37 reserve fund may be made available within a reasonable time to meet the expen-
38 ses for the purpose for which it was established. The interest earnings shall
39 continue to accumulate and be retained as part of an expanding reserve fund.

1 (b) Upon mutual agreement between the County and the Contracting
2 Officer, the reserve fund and the annual deposits provided by paragraph (c) of
3 this article may be adjusted to reflect adequacy or inadequacy of the accumu-
4 lated fund with respect to risk and uncertainty stemming from the size and
5 complexity of the Project, size of the annual operation and maintenance budget,
6 addition, deletion, or changes in Project Works and operation and maintenance
7 costs not contemplated when this contract was executed. If the total fund
8 requirement and the annual deposits are adjusted downward, the excess incre-
9 ment of the fund and the difference between the annual deposit required by this
10 article and the newly adjusted deposit requirement shall be applied toward
11 accelerated repayment of the County's repayment obligation to the United States.

12 (c) Expenditures shall be made from such reserve fund only for
13 meeting unforeseen extraordinary costs of operation and maintenance, repair
14 or replacement, betterment in situations where recurrence of severe problems
15 can be eliminated, appropriate safety of dams items, and usual operation and
16 maintenance costs during periods of special stress such as may be caused by
17 drought, hurricane storms, or other like emergencies. Proposed expenditures
18 from the said fund shall have the prior review and approval of the Contracting
19 Officer. Whenever said reserve fund is reduced below the current balance by
20 expenditures therefrom, the current balance shall be restored by the accumula-
21 tion of annual deposits of \$10,000, commencing with the next year following
22 that in which the fund is reduced.

23 (d) During any period in which any of the Project Works are
24 operated and maintained by the United States, the reserve fund shall be
25 available for like use by the United States.

26 (e) On or before March 1 of each year, the County shall provide
27 an annual statement of the balance and composition (principal and accumulated
28 interest) of the reserve fund account to the Contracting Officer.

29 Equipment Replacement Reserve Fund

30 29. (a) Commencing with the first year of the repayment period, and
31 continuing throughout the term of this contract, the County shall accumulate
32 and maintain a reserve fund that will be available as set forth in the
33 Proposal to repair or replace generators and control system components,
34 subject to such modifications and changes in plan as may be mutually agreed

1 upon by the County and the Contracting Officer. Such reserve fund shall
2 consist of annual deposits by the County to a special account created by the
3 County for that purpose; Provided, That such reserve fund may be made avail-
4 able within a reasonable time to meet the expenses for the purposes for which
5 it was accumulated. The deposits shall be of an equal annual amount, when
6 invested to the extent permitted by law, sufficient for replacing the control
7 system components at the end of each 10-year period and rewinding the
8 generators at the end of each 20-year period.

9 (b) During any period in which any of the Project Works are oper-
10 ated and maintained by the United States, the reserve fund shall be available
11 for like use by the United States.

12 Changes in County's Organization

13 30. While this contract is in effect, no change shall be made by the
14 County in the Project service area, other than as contemplated in the Proposal,
15 except upon the Contracting Officer's written consent thereto, and subject to
16 such conditions as, in his opinion, are necessary for the protection of the
17 United States.

18 Water Conservation Measures

19 31. The County shall develop and implement an effective water conserva-
20 tion program for all uses of water which is provided from or conveyed
21 through federally constructed or federally financed facilities. The water
22 conservation program shall contain definite goals, appropriate economically
23 feasible water conservation measures, time schedules for meeting water
24 conservation objectives, and be acceptable to the Contracting Officer prior
25 to the completion of Project construction. At subsequent 5-year intervals,
26 the County shall submit a report on the results of the program to the
27 Contracting Officer for review. Based on the conclusions of the review,

1 the Contracting Officer and the County shall consult and agree on a water
2 conservation program for the next 5 years.

3 Protection of Water Supply

4 32. With respect to any existing dispute and in case of any new
5 dispute which may arise as to the character, extent, priority, or validity
6 of the rights of the County to use the water supply claimed for the County,
7 the County shall promptly bring and diligently prosecute or defend judicial
8 proceedings for the determination of any such dispute and shall take all
9 other measures necessary toward the defense and protection of the water
10 supply and the County's rights thereto.

11 GENERAL PROVISIONS

12 Mitigation and Enhancement

13 33. The County agrees to accomplish its mitigation and enhancement
14 responsibilities as set forth by the environmental commitments listed
15 in Appendix D of the Final Environmental Statement, subject to such
16 modifications as may be agreed upon by the County and the Contracting
17 Officer.

18 Clean Air and Water

19 34. (a) The County agrees as follows:

20 (1) To comply with all the requirements of section 114 of
21 the Clean Air Act, as amended (42 USC 1857 et seq., as amended by Public
22 Law 91-604) and section 308 of the Federal Water Pollution Control Act (33
23 USC 1251 et seq., as amended by Public Law 92-500), respectively, relating
24 to inspection, monitoring, entry, reports, and information, as well as other
25 requirements specified in section 114 and section 208 of the Air Act and the
26 Water Act, respectively, and all regulations and guidelines issued thereunder
27 before the execution of this contract.

28 (2) That no portion of the work required by this contract will
29 be performed in a facility listed on the Environmental Protection Agency List

1 of Violating Facilities on the date when this contract was executed unless and
2 until the EPA eliminates the name of such facility or facilities from such
3 listing.

4 (3) To use its best efforts to comply with clean air standards
5 and clean water standards at the facility where the contract work is being
6 performed.

7 (4) To insert the substance of the provisions of this clause
8 into any nonexempt subcontract, including this paragraph (a)(4).

9 (b) The terms used in this clause have the following meanings:

10 (1) The term "Air Act" means the Clean Air Act, as amended
11 (42 USC 1857 et seq., as amended by Public Law 91-604).

12 (2) The term "Water Act" means Federal Water Pollution Control
13 Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500).

14 (3) The term "clean air standards" means any enforceable
15 rules, regulations, guidelines, standards, limitations, orders, controls,
16 prohibitions, or other requirements which are contained in, issued under,
17 or otherwise adopted pursuant to the Air Act or Executive Order 11738, an
18 applicable implementation plan as described in section 110(d) of the Clean
19 Air Act (42 USC 1857c-5(d)), an approved implementation procedure or
20 plan under section 111(c) or section 111(d), respectively, of the Air
21 Act (42 USC 1857c-6(c) or (d)), or an approved implementation procedure
22 under section 112(d) of the Air Act (42 USC 1857c-7(d)).

23 (4) The term "clean water standards" means any enforceable
24 limitation, control, condition, prohibition, standard, or other requirement
25 which is promulgated pursuant to the Water Act or contained in a permit issued
26 to a discharger by the Environmental Protection Agency or by a State under an
27 approved program, as authorized by section 402 of the Water Act (33 USC 1342),
28 or by local government to ensure compliance with pretreatment regulations as
29 required by section 307 of the Water Act (33 USC 1317).

30 (5) The term "compliance" means compliance with clean air or
31 water standards. Compliance shall also mean compliance with a schedule or
32 plan ordered or approved by a court of competent jurisdiction, the Environ-
33 mental Protection Agency, or an air or water pollution control agency in
34 accordance with the requirements of the Air Act or Water Act and regulations
35 issued pursuant thereto.

36 (6) The term "facility" means any building, plant, installa-
37 tion, structure, mine, vessel or other floating craft, location, or site of
38 operations, owned, leased, or supervised by a contractor or subcontractor,
39 to be utilized in the performance of a contract or subcontract. Where a
40 location or site of operations contains or includes more than one building,
41 plant, installation, or structure, the entire location or site shall be deemed
42 to be a facility except where the Director, Office of Federal Activities,
43 Environmental Protection Agency, determines that independent facilities are
44 collocated in one geographical area.

1 Rules, Regulations, and Determinations

2 35. (a) The parties agree that lands benefited through the use of funds
3 furnished under this contract are subject to the Small Reclamation Projects
4 Act, as amended, including, but not limited to section 223 of the Reclamation
5 Reform Act of 1982 (96 Stat. 1272) and other applicable laws and the rules and
6 regulations promulgated by the Secretary of the Interior under the authority
7 of those acts.

8 (b) The Contracting Officer shall have the right to make, after an
9 opportunity has been offered to the County for consultation, determinations
10 consistent with the provisions of this contract, the laws of the United
11 States and the State of Oregon to add or to modify them as may be deemed
12 proper and necessary to carry out this contract, and to supply necessary
13 details of its administration which are not covered by express provisions of
14 this contract. The County shall observe such determinations.

15 Books, Records, and Reports

16 36. The County shall establish and maintain accounts and other books and
17 records pertaining to its financial transactions, land use and crop census,
18 water supply, water use, changes of Project Works, and to other matters as the
19 Contracting Officer may require. Reports thereon shall be furnished to the
20 Contracting Officer in such form and on such date or dates as he may require.
21 Subject to applicable Federal laws and regulations, each party shall have the
22 right during office hours to examine and make copies of each other's books and
23 records relating to matters covered by this contract.

24 Notices

25 37. Any notice, demand, or request authorized or required by this con-
26 tract shall be deemed to have been given, on behalf of the County, when mailed,
27 postage prepaid, or delivered to the Regional Director, Pacific Northwest
28 Region, Bureau of Reclamation, Box 043 - 550 West Fort Street, Boise, Idaho
29 83724, and on behalf of the United States, when mailed, postage prepaid, or
30 delivered to the Board of County Commissioners, County Courthouse, Roseburg,
31 Oregon 97470. The designation of the addressee or the address may be changed
32 by notice given in the same manner as provided in this Article for other
33 notices.

34 Title VI, Civil Rights Act of 1964

35 38. (a) The County agrees that it will comply with Title VI of the
36 Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed
37 by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued
38 pursuant to that title, to the end that, in accordance with Title VI of that
39 Act and the Regulation, no person in the United States shall, on the ground of
40 race, color or national origin be excluded from participation in, be denied
41 the benefits of, or be otherwise subjected to discrimination under any program
42 or activity for which the County receives financial assistance from the United
43 States and hereby gives assurance that it will immediately take any measures
44 to effectuate this agreement.

1 (b) If any real property or structure thereon is provided or
2 improved with the aid of Federal financial assistance extended to the County
3 by the United States, this assurance obligates the County, or in the case of
4 any transfer of such property, any transferee for the period during which the
5 real property or structure is used for a purpose involving the provision of
6 similar services or benefits. If any personal property is so provided, this
7 assurance obligates the County for the period during which it retains owner-
8 ship or possession of the property. In all other cases, this assurance obli-
9 gates the County for the period during which the Federal financial assistance
10 is extended to it by the United States.

11 (c) This assurance is given in consideration of and for the purpose
12 of obtaining any and all Federal grants, loans, contracts, property, discounts,
13 or other Federal financial assistance extended after the date hereof to the
14 County by the United States, including installment payments after such date on
15 account of arrangements for Federal financial assistance which were approved
16 before such date. The County recognizes and agrees that such Federal
17 financial assistance will be extended in reliance on the representations and
18 agreements made in this assurance, and that the United States shall reserve
19 the right to seek judicial enforcement of this assurance. This assurance is
20 binding on the County, its successors, transferees, and assignees hereof.

21 Certification of Nonsegregated Facilities

22 39. The County hereby certifies that it does not maintain or provide for
23 its employees any segregated facilities at any of its establishments, and that
24 it does not permit its employees to perform their services at any location,
25 under its control, where segregated facilities are maintained. It certifies
26 further that it will not maintain or provide for its employees any segregated
27 facilities at any of its establishments, and that it will not permit its
28 employees to perform their services at any location, under its control, where
29 segregated facilities are maintained. The County agrees that a breach of this
30 certification is a violation of the Equal Opportunity clause in this contract.
31 As used in this certification, the term "segregated facilities" means any
32 waiting rooms, work areas, restrooms and washrooms, restaurants and other
33 eating areas, timeclocks, locker rooms and other storage or dressing areas,
34 parking lots, drinking fountains, recreation or entertainment areas, transpor-
35 tation, and housing facilities provided for employees which are segregated by
36 explicit directive or are in fact segregated on the basis of race, creed,
37 color, or national origin, because of habit, local custom, or otherwise. The
38 County further agrees that (except where it has obtained identical certifica-
39 tions from proposed subcontractors for specific time periods) it will obtain
40 identical certifications from proposed subcontractors prior to the award of
41 subcontracts exceeding \$10,000 which are not exempt from the provisions of
42 the Equal Opportunity clause; that it will retain such certifications in its
43 files; and that it will forward the following notice to such proposed
44 subcontractors (except where the proposed subcontractors have submitted
45 identical certifications for specific time periods):

1 NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENT FOR CERTIFICATIONS OF
2 NONSEGREGATED FACILITIES

3 A Certification of Nonsegregated Facilities must be submitted prior to
4 the award of a subcontract exceeding \$10,000 which is not exempt from the pro-
5 visions of the Equal Opportunity clause. The certification may be submitted
6 either for each subcontract or for all subcontracts during a period (i.e.,
7 quarterly, semiannually, or annually). Note: The penalty for making false
8 statements in offers is prescribed in 18 U.S.C. 1001.

9 Equal Opportunity

10 40. (a) The County hereby agrees to incorporate, or cause to be incor-
11 porated, into any contract for construction work, or modification thereof, as
12 defined in the regulations of the Secretary of Labor at 41 CFR, Chapter 60,
13 which is paid for, in whole or in part, with funds obtained from the Federal
14 Government or borrowed on the credit of the Federal Government pursuant to
15 grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any
16 Federal program involving such grant, contract, loan, insurance, or guarantee,
17 the following Equal Opportunity (Federally Assisted Construction) clause:

18 Equal Opportunity
19 (Federally Assisted Construction)

20 During the performance of this contract, the contractor agrees as
21 follows:

22 (1) The contractor will not discriminate against any employee
23 or applicant for employment because of race, color, religion, sex, or national
24 origin. The contractor will take affirmative action to ensure that applicants
25 are employed, and that employees are treated during employment without regard
26 to their race, color, religion, sex, or national origin. Such action shall
27 include, but not be limited to the following: Employment, upgrading, demotion,
28 or transfer; recruitment or recruitment advertising; layoff or termination;
29 rates of pay or other forms of compensation; and selection for training,
30 including apprenticeship. The contractor agrees to post in conspicuous
31 places, available to employees and applicants for employment, notices to be
32 provided setting forth the provisions of this nondiscrimination (Federally
33 Assisted Construction) clause.

34 (2) The contractor will, in all solicitations or advertise-
35 ments for employees placed by or on behalf of the contractor, state that all
36 qualified applicants will receive consideration for employment without
37 discrimination because of race, color, religion, sex, or national origin.

38 (3) The contractor will send to each labor union or represent-
39 ative of workers, with which it has a collective bargaining agreement or other
40 contract or understanding, a notice to be provided advising the said labor
41 union or workers' representative of the contractor's commitments under this
42 section, and shall post copies of the notice in conspicuous places available
43 to employees and applicants for employment.

1 (4) The contractor will comply with all provisions of Execu-
2 tive Order No. 11246 of September 24, 1965, as amended, and of the rules,
3 regulations, and relevant orders of the Secretary of Labor.

4 (5) The contractor will furnish all information and reports
5 required by said amended Executive Order and by the rules, regulations, and
6 orders of the Secretary of Labor, or pursuant thereto, and will permit access
7 to its books, records, and accounts by the Contracting Officer and the
8 Secretary of Labor for purposes of investigation to ascertain compliance with
9 such rules, regulations, and orders.

10 (6) In the event of the contractor's noncompliance with the
11 nondiscrimination (Federally Assisted Construction) clauses of this contract
12 or with any of the said rules, regulations, or orders, this contract may be
13 canceled, terminated, or suspended, in whole or in part, and the contractor
14 may be declared ineligible for further Government contracts or federally
15 assisted construction contracts in accordance with procedures authorized in
16 said amended Executive Order and such other sanctions may be imposed and
17 remedies invoked as provided in said Executive Order, or by rule, regulation,
18 or order of the Secretary of Labor, or as otherwise provided by law.

19 (7) The contractor will include the portion of the sentence
20 immediately preceding paragraph (1) and the provisions of paragraphs (1)
21 through (7) in every subcontract or purchase order unless exempted by the
22 rules, regulations, or orders of the Secretary of Labor issued pursuant to
23 section 204 of said amended Executive Order so that such provisions will be
24 binding upon each subcontractor or vendor. The contractor will take such
25 action with respect to any subcontract or purchase order as the Contracting
26 Officer may direct as a means of enforcing such provisions, including sanc-
27 tions for noncompliance: Provided, however, That in the event a contractor
28 becomes involved in, or is threatened with, litigation with a subcontractor
29 or vendor as a result of such direction by the Contracting Officer, the
30 contractor may request the United States to enter into such litigation to
31 protect the interests of the United States.

32 (b) The County further agrees that it will be bound by the above
33 Equal Opportunity (Federally Assisted Construction) clause with respect to
34 its own employment practices when it participates in federally assisted
35 construction work: Provided, That if the County so participating is a State
36 or local government, the above Equal Opportunity clause is not applicable to
37 any agency, instrumentality or subdivision of such government which does not
38 participate in work on or under the contract.

39 (c) The County agrees that it will assist and cooperate actively
40 with the Contracting Officer and the Secretary of Labor in obtaining the
41 compliance of contractors and subcontractors with the Equal Opportunity
42 (Federally Assisted Construction) clause and the rules, regulations, and
43 relevant orders of the Secretary of Labor, that it will furnish the Contract-
44 ing Officer and the Secretary of Labor such information as they may require
45 for the supervision of such compliance, and that it will otherwise assist the
46 Contracting Officer in the discharge of his primary responsibility for
47 securing compliance.

1 (d) The County further agrees that it will refrain from entering
2 into any contract modification subject to said amended Executive Order with
3 a contractor debarred from, or who has not demonstrated eligibility for,
4 Government contracts and federally assisted construction contracts pursuant
5 to said amended Executive Order and will carry out such sanctions and
6 penalties for violation of the Equal Opportunity (Federally Assisted
7 Construction) clause as may be imposed upon contractors and subcontractors
8 by the Contracting Officer or the Secretary of Labor pursuant to Part II,
9 Subpart D, of the Executive Order. In addition, the County agrees that if it
10 fails or refuses to comply with these undertakings, the Contracting Officer
11 may take any or all of the following actions: Cancel, terminate, or suspend,
12 in whole or in part, this contract; refrain from extending any further
13 assistance to the County under the program with respect to which its failure
14 or refusal occurred until satisfactory assurance of future compliance has
15 been received from such County; and refer the case to the Department of
16 Justice for appropriate legal proceedings.

17 Nondiscrimination on the Basis of Handicap

18 41. The provisions of section 504 of the Rehabilitation Act of 1973
19 (Public Law 93-112), as amended, and as set forth for implementation in
20 41 CFR 60-741.4, to eliminate discrimination on the basis of handicap
21 in any program activity receiving Federal financial assistance is a part of
22 this contract and will be incorporated in all contracts or subcontracts
23 administered under the provisions of this contract by the insertion of the
24 following Affirmative Action Clause:

25 Affirmative Action for Handicapped Workers

26 (a) The contractor will not discriminate against any employee or
27 applicant for employment because of physical or mental handicap in
28 regard to any position for which the employee or applicant for employment
29 is qualified. The contractor agrees to take affirmative action to
30 employ, advance in employment, and otherwise treat qualified handicapped
31 individuals without discrimination based upon their physical or mental
32 handicap in all employment practices such as the following: Employment,
33 upgrading, demotion or transfer, recruitment, advertising, layoff or
34 termination, rates of pay or other forms of compensation, and selection
35 for training, including apprenticeship.

36 (b) The contractor agrees to comply with the rules, regulations, and
37 relevant orders of the Secretary of Labor issued pursuant to the
38 Act.

39 (c) In the event of the contractor's noncompliance with the requirements
40 of this clause, actions for noncompliance may be taken in accordance

1 with the rules, regulations, and relevant orders of the Secretary of
2 Labor issued pursuant to the Act.

3 (d) The contractor agrees to post in conspicuous places, available
4 to employees and applicants for employment, notices in a form to be
5 prescribed by the Director, provided by or through the contracting
6 officer. Such notices shall state the contractor's obligation under
7 the law to take affirmative action to employ and advance in employment
8 qualified handicapped employees and applicants for employment, and the
9 rights of applicants and employees.

10 (e) The contractor will notify each labor union or representative of
11 workers with which it has a collective bargaining agreement or other
12 contract understanding, that the contractor is bound by the terms of
13 section 503 of the Rehabilitation Act of 1973, and is committed to take
14 affirmative action to employ and advance in employment physically and
15 mentally handicapped individuals.

16 (f) The contractor will include the provisions of this clause in every
17 subcontract or purchase order of \$2,500 or more unless exempted by
18 rules, regulations, or orders of the Secretary issued pursuant to
19 section 503 of the Act, so that such provisions will be binding upon
20 each subcontractor or vendor. The contractor will take such action
21 with respect to any subcontract or purchase order as the Director of
22 the Office of Federal Contract Compliance Programs may direct to
23 enforce such provisions, including action for noncompliance.

24 Relocation Assistance and Real Property Acquisition

25 42. When acquiring title to lands and interests in land and relocating
26 persons or personal property in connection with its Project, the County agrees
27 to comply with the provisions of the Uniform Relocation Assistance and Real
28 Property Acquisition Policies Act of 1970 (84 Stat. 1894), with Department of
29 Interior regulations (41 CFR 114-50), and with relevant State regulations.

30 Contingent on Appropriation or Allotment of Funds

31 43. The expenditure or advance of any money or the performance of any
32 work by the United States hereunder which may require appropriation of money
33 by the Congress or the allotment of funds shall be contingent upon such appro-
34 priation or allotment being made. The failure of the Congress to appropriate
35 funds or the absence of any allotment of funds shall not relieve the County
36 from any obligations under this contract. No liability shall accrue to the
37 United States in case such funds are not appropriated or allotted.

38 Assignment Limited--Successors and Assigns Obligated

39 44. The provisions of this contract shall apply to and bind the succes-
40 sors and assigns of the parties hereto, but no assignment or transfer of this
41 contract or any part or interest therein shall be valid until approved by the
42 Contracting Officer.

1 IN WITNESS WHEREOF, the parties hereto have signed their names the day and
2 year first above written.

UNITED STATES OF AMERICA

BY L. W. Boyd
Regional Director
Pacific Northwest Region
Bureau of Reclamation

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY OREGON

BY [Signature]
Chairman

BY [Signature]
Commissioner

BY [Signature]
Commissioner

REVIEWED AS TO FORM

BY [Signature]
Legal Counsel

Date: 4/20/84

REVIEWED AS TO CONTENT

BY [Signature]
Department Head

Date: April 20, 1984

STATE OF OREGON)
 : ss
County of Douglas)

On this 20TH day of APRIL, 1984, before
me, a Notary Public in and for the State of Oregon, personally appeared

Bruce Long, Doug Robinson and B. H. Vian, _____

(title) and Commissioners (title), respectively, of Douglas County,
Oregon, known to me to be the persons described in the foregoing instrument,
and acknowledged that they executed the same in the capacity therein stated
and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year first above written.

(SEAL)

M. J. Thompson
Notary Public in and for the
State of Oregon
Residing at: Justice Building, Roseburg
My commission expires: 4/18/88

* * * * *

STATE OF OREGON)
 : ss
County of DOUGLAS)

On this 20TH day of April, 1984, personally

appeared before me W. W. Lloyd, to me known to be the
official of the United States of America that executed the within and
foregoing instrument and acknowledged said instrument to be the free and
voluntary act and deed of said United States, for the uses and purposes
therein mentioned, and on oath stated that he was authorized to execute said
instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year first above written.

(SEAL)

M. J. Thompson
Notary Public in and for the
State of OREGON
Residing at: Justice Building
Roseburg
My commission expires: 4/18/88

TRUST DEED

This trust deed is made on April 20, 1984, between DOUGLAS COUNTY, a political subdivision of the State of Oregon, as Grantor, UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, as Trustee, and UNITED STATES OF AMERICA, as Beneficiary.

Grantor conveys to Trustee in trust the property described in Exhibit A-1, attached hereto and by this reference incorporated herein, together with all appurtenances, and all existing or subsequently erected or affixed improvements or fixtures. Grantor will acquire all or part of the property described in Exhibit A-2, attached hereto and by this reference incorporated herein. When such property is acquired by Grantor, it shall be subject to the lien of this trust deed, together with all appurtenances, and all existing or subsequently erected or affixed improvements or fixtures. Grantor covenants to execute and deliver to the Trustee, on demand, any instrument or instruments it deems necessary to perfect the lien hereof with respect to the property described in Exhibit A-2. The property described in Exhibits A-1 and A-2 shall be referred to herein collectively as the property.

Beneficiary has loaned or will loan monies to Grantor for construction of a public improvement known as the Galesville Project pursuant to a document entitled "Contract Between the United States and Douglas County, Oregon, for Loan and Grants Under the Small Reclamation Projects Act" dated April 20, 1984, and identified as Contract No. 4-07-10-W0517 herein referred to as the Contract.

The term "loan obligation" as used herein shall mean all amounts payable to Beneficiary under the terms of the Contract and any modifications thereto. The loan obligation shall include all indebtedness that is presently existing or may hereafter exist of Grantor to Beneficiary pursuant to the Contract.

This deed is given to secure payment of the loan obligation and performance of all obligations of Grantor under this deed, and is given and accepted on the following terms:

1. Grantor agrees to pay the sums specified in the Contract according to their tenor and effect. Until default occurs, Grantor shall remain in possession and control of the property and subject to the terms of the Contract, Grantor shall be free to operate and manage the property and receive the proceeds of operation. The property shall be maintained in good condition at all times; Grantor shall promptly make all necessary repairs, replacements, and renewals so that the value of the property shall be maintained, and Grantor shall

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not commit or permit any waste on the property. Grantor shall comply with all laws, ordinances, regulations, and private restrictions affecting the property. Grantor shall not demolish or remove any improvements from the property without the written consent of the Beneficiary.

2. Grantor warrants that it holds merchantable title to the property described in Exhibit A-1 in fee simple free of all liens and encumbrances other than those enumerated in Exhibit A-1. Grantor will acquire merchantable title to the property described in Exhibit A-2 in fee simple, free of all liens encumbrances except those specifically approved by Beneficiary.

3. Grantor warrants and will forever defend Grantor's title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Beneficiary or Trustee under this deed, Grantor shall defend the action at Grantor's expense.

4. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following action with respect to the property on the request of Beneficiary and Grantor: (a) joining in the dedication of roads or other rights in the public; (b) joining in granting any easement or creating any restriction on the property; (c) joining in any subordination or other agreement affecting this deed or the interest of Beneficiary under this deed; or (d) selling the property or any part thereof. Trustee shall not be obligated to notify any other party of a pending sale under any other deed or trust or lien, or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

5. Grantor shall not, without the prior written consent of Beneficiary, transfer Grantor's interest in the property, whether or not the transferee assumes or agrees to pay the loan obligation.

6. This agreement shall constitute a security agreement with respect to any personal property included within the description of the property. Grantor shall join with Beneficiary in executing one or more financing statements under the Uniform Commercial Code and shall file the statements at Grantor's expense in all public offices where filing is required to perfect the security interest of Beneficiary and any personal property under the Uniform Commercial Code.

7. If Grantor pays all of the loan obligation when due and otherwise performs all of the obligations imposed on Grantor under this instrument and the Contract, Beneficiary shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Beneficiary's security interest in personal property. The reconveyance fee required by law shall be paid by Grantor.

8. Grantor shall be deemed to be in default if Grantor fails to perform any of the obligations imposed by this deed or the Contract.

9. On the occurrence of any event of default and at any time thereafter, Beneficiary may exercise any one or more of the following rights and remedies:

(a) The right to declare all sums secured hereby immediately due and payable. Although Grantor shall have the right to pay such sums with any monies available to Grantor, nothing contained herein shall be construed to require Grantor to use any monies other than the monies that are appropriated to the Special Fund that is identified in the Contract.

(b) With respect to all or any part of the property that constitutes realty, the right to foreclose by notice and sale by Trustee or by judicial foreclosure, in either case in accordance with applicable law. In the event Beneficiary proceeds under this sub-Article Beneficiary shall not be entitled to obtain a deficiency judgment against Grantor.

(c) The right to enforce Beneficiary's first lien against any monies appropriated to the Special Fund prior to the date of foreclosure.

(d) With respect to all or any part of the property that constitutes personality, the rights and remedies of a secured party under the Uniform Commercial Code.

(e) The right in connection with any legal proceedings to have a receiver appointed to take possession of any or all of the property, with the power to protect and preserve the property and to operate the property preceding foreclosure or sale and apply the proceeds, over and above costs of the receivership, against the loan obligation. The receiver may serve without bond if permitted

by law. Beneficiary's right to the appointment of a receiver shall exist whether or not apparent value of the property exceeds the loan obligation by a substantial amount.

(f) Any other right or remedy provided in this deed or the Contract.

10. In the event the Trustee exercises the power of sale conferred by this Trust Deed, the Trustee shall apply the proceeds of the sale in the following order:

(a) To the expense of the sale, including reasonable attorney fees,

(b) To the loan obligation secured by this Trust Deed, and

(c) The surplus, if any, to the persons entitled thereto.

11. A waiver by either party of a breach of a provision of this agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this deed after failure of the Grantor to perform shall not affect Beneficiary's right to declare a default and exercise its remedies under this trust deed or the Contract.

12. Subject to the limitations stated in this deed on transfer of Grantor's interest, and subject to the provisions of applicable law with respect to successor trustees, this deed shall be binding on and inure to the benefit of the parties, their successors and assigns.



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