

Jerome, Idaho
November 8, 2021

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 1035 North Lincoln, Jerome, Idaho November 8, 2021 at 10:00 A.M. with the following person present:

Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Rob Blick	Member
Greg Hirai	Member
Dewitt Marshall	Member
Brad Shackelford	Member

Attorney Sarah Higer (via telecommunications), and Secretary Debbie Falconburg were also present.

The meeting was called to order and conducted by President Shewmaker.

The minutes of the Board meeting October 11, 2021 were approved with a motion by Director Dave Ramseyer, seconded by DeWitt Marshall.

The Secretary presented the Claims and Treasurer's Report November 8, 2021 to the Board. (Page 2)

Director Graham Hooper moved the Claim and Treasurer's Reports November be approved, seconded by Director Dave Ramseyer. The motion passed.

TRANSFERS

Director Graham Hooper, seconded by Director Dave Ramseyer approved one transfer from Twin Falls Canal Company with a motion. (Page 3)

OLD BUSINESS

Secretary Debbie Falconburg for Attorney Sarah Higer distributed packets of information and commented concerning:

- I. Water Supply Outlook/BOR Operations Update
- II. Federal Issues
 - A. Parties Stay Litigation on FCRPS BiOp
 - B. Sen. Cantwell and Gov. Inslee Work on Salmon/Recovery/Breaching Report
 - C. Alaska Commercial Salmon Harvest Up in 2021
 - D. Sen. Risch and Crapo Seek to Remove Grizzly from ESA list
 - E. MT Law Professor Appointed FWS Director
- III. State Issues
 - A. IWUA Legislative Meeting

November 8, 2021

TREASURER'S REPORT

Cash Balance	\$ 7,499.59
Transfer from #1230	\$ 27,000.00
Receipts October 2021	\$ 1,250.62
	<hr/>
	\$ 35,750.21

Disbursements:

Claims October 11, 2021	\$ 14,098.67
Debbie Falconburg	\$ 3,608.35
Brandi Weston	\$ 2,144.55
Payroll Expenses	\$ 5,194.95
Debit Card	\$ 25.32
Intuit Quickbooks Payroll	\$ 650.00
Office Depot	\$ 274.23
Total Distribution 10-31-21	\$ 25,996.07
Cash on Hand 10-31-21	\$ 9,754.14
	\$ 9,754.13

IDAHO STATE TREASURER LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Investment Pool 9-30-21	\$ 734,809.16
Interest Credited 10-01-21	\$ 71.82
Transfer to cash	\$ 27,000.00
Balance in Investment Pool #1230 10-31-21	\$ 707,880.98
Total Balance 10-31-21	\$ 717,635.11

Ave. Weighted Yield .1206%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 09-30-21	\$ 68,303.49
Interest 10-01-21	\$ 6.77
Balance 10-31-21	\$ 68,310.26

CLAIMS November 8, 2021

Rob Blick	\$ 166.99
Graham Hooper	\$ 194.53
DeWitt Marshall	\$ 135.62
David Ramseyer	\$ 156.34
Brad Shackelford	\$ 258.82
Dan Shewmaker	\$ 165.97
Federal/SS Remit	\$ 2,067.08
State Tax Commission	\$ 367.00
PERSI	\$ 1,650.60
Gallagher Benefit Administrators, Ins	\$ 32.00
Barker, Rosholt, Simpson	\$ 794.80
City of Jerome	\$ 129.63
Hager, Byron	\$ 280.00
Idaho Power	\$ 88.58
Jerome County	\$ 4,999.16
PMT	\$ 146.47
Steelhead Irrigation	\$ 50.00
Western Waste Services	\$ 61.32
	<hr/>
	\$ 6,549.96
	\$ 5,194.95

November 8, 2021

RESOLVED, That that certain agreement made and entered into by and between Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Diocese of the Roman Catholic Church of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of October 12, 2021 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Buy/Share Program for the purchase of a waterright supplemental to Three and 65/100 (3.65) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter, Southwest Quarter (SW1/4SW1/4) in Section Thirty-Six (36), Township Nine (9) South, Range Fourteen (14) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

Jerome, Idaho
November 8, 2021

The Board of Directors of the American Falls Reservoir District, Idaho, met in regular public session at the regular meeting place of the Board at 1035 North Lincoln in Jerome, Idaho on November 8, 2021 at 10:00 A.M. with the following persons present:

Dan Shewmaker	President, Member
Graham Hooper	Treasurer, Member
Dave Ramseyer	Vice President, Member
Rob Blick	Member
Greg Hirai	Member
DeWitt Marshall	Member
Dave Ramseyer	Member
Brad Shackelford	Member

There were also present via teleconference Sarah Higer, Attorney, and Secretary Debbie Falconburg.

After the minutes of the preceding meeting had been read and approved, and after the conduct of other business not pertinent to the following, the following resolution was introduced. Whereupon a motion by Director Dave Ramseyer, seconded by Director Graham Hooper, and unanimously carried that the following resolution be adopted:

RESOLUTION

WHEREAS, the present American Falls Project Spaceholder Contracts and Water Quality Facilities Agreement dated March 31, 1976, (and the 1980 Supplemental Spaceholder Contracts) require the American Falls Reservoir District as Constructing Agency to set up and maintain a Water Quality Facilities Operation and Maintenance Fund and bill and collect annually from the Spaceholders in accordance with Article 16 of the Water Quality Facilities Agreement; and

WHEREAS, the United States Water and Power Resources Service (now the Bureau of Reclamation) is agreeable to act as the Agent of the American Falls Reservoir District in the collection of said operation and maintenance charges; and

WHEREAS, it appears that an assessment of \$50,000 should be made as part of the Bureau of Reclamation's O & M billing 2022, to replenish the trust fund;

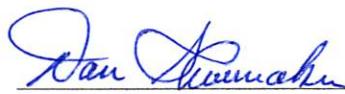
NOW, THEREFORE, BE IT RESOLVED that the Bureau of Reclamation assess and collect from American Falls Spaceholders for 2022, the amount of \$50,000 in accordance with the percentages as shown on Exhibit "A" and "B" to the Government Contract of March 31, 1976 copies of which are attached hereto for convenience.

(Other business not pertinent to the above appears in the minutes of the regular meeting of the Board.)

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

DONE this 8th day of November, 2021.

Debbie Falconburg
Secretary Debbie Falconburg



President Dan Shewmaker

ATTEST:

STATE OF IDAHO) ss.
County of Jerome)

I, Debbie Falconburg, do hereby certify that I am the duly qualified and acting Secretary of the Board of Directors of the American Falls District, Idaho.

I further certify that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Board of Directors of said District held at the regular meeting place of said Board on November 8, 2021, including the resolution adopted at said meeting, all as recorded in the regular official book of minutes of the proceedings of said Board, kept in my office, insofar as the same refer to or concern said resolution, that said proceedings were duly had and taken as herein shown, that the meeting therein shown was in all respects called, held and conducted in accordance with law, and that the persons therein named were

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the American Falls Reservoir District, State of Idaho, this 8th day of November, 2021.

Debbie Falconburg
Secretary Debbie Falconburg

(SEAL)

**SPACEHOLDERS
HOLDINGS OF SPACE IN AMERICAN FALLS RESERVOIR**

<u>Water User</u>	<u>Contract No</u>	<u>Date</u>	<u>Date of Supplemental Contract</u>	<u>Approximate Acre-Fect</u>	<u>Percent of Active Capacity —Percent to Distribute Construction Costs</u>	<u>Percent to Distribute Annual Replacement, Operation and Maintenance Costs</u>	<u>Percent to Distribute Annual Water Quality Operation and Maintenance Costs</u>
UPPER VALLEY ORGANIZATIONS							
Aberdeen-Springfield Canal Company(1)	14-06-W-24	10-22-52	9-26-63	32,572	1.9160	1.8276	1.9680
Andrus, Ray	14-06-100-7771	5-16-73	None	191	0.0112	.0107	.0115
The Blackfoot Irrigating Company	14-06-W-39	12-12-52	2-6-63	12,763	0.7508	.7161	.7712
The Butte and Market Lake Canal Company	14-06-W-38	12-12-52	2-6-63	4,666	0.2745	.2618	.2819
Clement Brothers, a partnership	14-06-100-7446	9-9-72	None	71	0.0042	.0040	.0043
Corbet Slough Ditch Company	14-06-W-12	12-12-52	2-6-63	3,396	0.1998	.1905	.2052
The Enterprise Canal Company, Ltd. ..	14-06-W-15	12-12-52	2-1-63	8,923	0.5249	.5007	.5392
Enterprise Irrigation District	14-06-100-1912	6-2-60	None	10,188	0.5993	.5716	.6156
Harrison Canal and Irrigation Company	14-06-W-30	12-12-52	2-1-63	12,025	0.7074	.6747	.7266
Michaud Division, Fort Hall Indian Reservation	Memorandum of Agreement	4-25-57	None	47,700	2.8059	2.6764	2.8822
New Sweden Irrigation District	14-06-W-14	12-12-52	2-1-63	25,731	1.5136	1.4438	1.5547
Poplar Irrigation District	14-06-W-45	12-18-52	2-1-63	673	0.0396	.0378	.0407
Progressive Irrigation District	14-06-W-47	12-18-52	1-31-63	12,485	0.7344	.7005	.7544
Rudy Canal Company, Limited	14-06-W-37	12-12-52	2-1-63	2,649	0.1558	.1486	.1601
Snake River Valley Irrigation District ..	14-06-W-35	12-12-52	2-1-63	26,367	1.5510	1.4795	1.5932
The Trego Ditch Company	14-06-W-23	12-12-52	2-6-63	1,314	0.0773	.0737	.0794
LOWER VALLEY ORGANIZATIONS							
American Falls Reservoir District(2) ..	14-06-W-59	5-13-54	3-14-60	460,170	27.0688	25.8199	27.8048
American Falls Reservoir District No. 2	14-06-W-73	10-14-54	2-2-60	400,000	23.5294	22.4438	24.1692
Hillsdale Irrigation District	Ilr-252	7-22-23	as amended and supplemented	41,146	2.4203	2.3087	2.4862
Milner Low Lift Irrigation District	14-06-W-92	1-7-55	1-21-66	45,687	2.6875	2.5635	2.7605
North Side Canal Company, Limited(1)	14-06-W-28	12-12-52	2-29-60	118,380	6.9635	6.6422	7.1529
A & B Irrigation District	14-06-100-2368	2-9-62	None	47,593	2.7996	2.6704	2.8757
Idaho Power Company	Ilr-733	6-15-23	None	45,000	2.6471	7.1388(3)	None

(1) Also has space through American Falls Reservoir District.

(2) American Falls Reservoir District holds this space for the following organizations:

LOWER VALLEY ORGANIZATIONS	\$,000
North Side Canal Co., Ltd.	16,4020
Twin Falls Canal Co.	8,8932
	<u>27,0688*</u>
	<u>278,834</u>
	<u>151,185</u>
	<u>460,170</u>

* Erroneously typed as 27.0687 in supplemental contract of 3-14-60.

(3) Computed on the basis of article 17 of the contract, 6-15-23.

Exhibit "A"

EXHIBIT

...CAN FALLS RESERVOIR

<u>Water User</u>	<u>Contract No.</u>	<u>Date</u>	<u>Date of Supplemental Contract</u>	<u>Approximate Acre-Feet</u>	<u>Percent of Active Capacity</u>	<u>Percent to Distribute Construction Costs</u>	<u>Percent to Distribute Annual Replacement Dam Operation and Maintenance Costs</u>	<u>Percent to Distribute Annual Water Quality Operation and Maintenance Costs</u>
UPPER VALLEY ORGANIZATIONS								
Burgess Canal and Irrigating Company...	14-06-W-41	12-18-52	2-1-63	9,496	0.5586	.5328	.5738	
Dilts Irrigation Company, Limited	14-06-W-32	12-12-52	2-6-63	886	0.0521	.0497	.0535	
Falls Irrigation District	14-06-100-851	12-9-55	9-15-64	23,300	1.3706	1.3074	1.4079	
Idaho Irrigation District	14-06-W-33	12-12-52	2-6-63	22,911	1.3477	1.2855	1.3844	
The Lenroot Canal Company	14-06-W-22	12-12-52	2-1-63	3,868	0.2275	.2170	.2337	
The Martin Canal Company(1)	14-06-W-36	12-12-52	9-10-73	580	0.0341	.0326	.0350	
Peoples Canal & Irrigation Company ...	14-06-W-44	12-18-52	1-31-63	21,415	1.2597	1.2016	1.2940	
Reid Canal Company	14-06-W-10	12-12-52	2-6-63	2,549	0.1499	.1430	.1540	
Utah-Idaho Sugar Company	11r-538	6-6-25	(2)	13,459	0.7917	.7552	.8132	
The Woodville Canal Company(1)	14-06-W-49	12-18-52	9-10-73	341	0.0200	.0191	.0206	
LOWER VALLEY ORGANIZATIONS								
Burley Irrigation District	14-06-W-48	12-18-52	1-25-60	157,942	9.2907	8.8621	9.5433	
Minidoka Irrigation District	14-06-100-1833	2-2-60	None	83,563	4.9155	4.6887	5.0491	

(1) Also has space through American Falls Reservoir District.

(2) Has contract for 15,852 acre-feet—is entitled to an additional 5,378 acre-feet of which total 7,771 is transferred to Jackson. Contract to accomplish this is in progress.

Jerome, Idaho
November 8, 2021

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Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Rob Blick	Member
Greg Hirai	Member
DeWitt Marshall	Member
Brad Shackelford	Member

Debbie Falconburg, Secretary to the Board, and Sarah Higer the District's Attorney (via telecommunications) were present also.

After the minutes of the preceding meeting had been read and approved and after the conduct of other business not pertinent to the following, the following resolution was introduced and read in full by Secretary Debbie Falconburg. Whereupon it was moved by Director Greg Hirai, seconded by Director Brad Shackelford and unanimously carried that the following resolution be adopted:

RESOLUTION

WHEREAS, Idaho Code §43-201 requires an election for Directors on the first Tuesday after the first Monday of November within irrigation districts, this in 2021 would be November 2;

WHEREAS, Idaho Code §43-201 also requires written nominations to be filed with the district not less than forty (40) days prior to the date of said elections, which date was September 27, 2021; and

WHEREAS, October 4, 2021 is within five (5) days after the deadline for filing written nominations;

WHEREAS, the District received only one written nomination for the office of Director from District Numbers Two (2) and Four (4) because only one qualified candidate has been nominated for each position to be filled; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the American Falls Reservoir District meeting in regular session this 8th day of November, 2021, and having found that only two valid written nominations for the office of Director were timely filed with the District for the two positions to be filled and that an election is not required under the terms of §43-201 (A) of the Idaho Code, that, DeWitt Marshall be declared elected Director from District Two (2) for a three (3) year term beginning January 01, 2022, and that Graham Hooper be declared elected Director from District Four (4) for a three (3) year term beginning January 01, 2022, that all declarations here in are effective as to the last day of December, 2021 and

BE IT FURTHER RESOLVED that the Board of Directors hereby directs the Secretary of the Board of directors present DeWitt Marshall and Graham Hooper certificates of election signed by the Secretary and bearing the seal of the District;

BE IT FURTHER RESOLVED that the Secretary cause notice of said certificate of election to be published once in the Mountain Home News and Times News.

Other business not pertinent to the above appears in the minutes of the regular meeting of the Board.

Upon motion duly made, seconded a motion carried.



Dan Shewmaker
President Dan Shewmaker

ATTEST;

Secretary Debbie Falconburg

State of Idaho) ss.
County of Jerome)

I, Debbie Falconburg, do hereby certify that I am the duly qualified and acting Secretary of the Board of Directors of the American Falls Reservoir District, Idaho.

I further certify that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Board of Directors of said District held at the regular meeting place of said Board on November 8, 2021, including the resolution adopted at said meeting, all as recorded in the regular official book of minutes, of the proceedings of said Board, kept in my office, insofar as the same was in all respects called, held and conducted in accordance with law, and that the persons therein named were present as said meeting, as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the American Falls Reservoir District, State of Idaho, this 8th day of November, 2021.

(Seal)

Debbie Falconburg
Secretary Debbie Falconburg

NOTICE

The American Falls Reservoir District Board of Directors DeWitt Marshall and Graham Hooper duly elected as Directors of the District from Divisions Two (2) and Four (4) respectively for three year terms beginning January 1, 2022, there having been no other written nominations for office of Director timely filed with the District.

The Secretary of the District has delivered Certificates of Election to DeWitt Marshall and Graham Hooper as in accordance with Idaho Code §43-201 (A).

Debbie Falconburg
Debbie Falconburg, Secretary
American Falls Reservoir District

*** Proof of Publication ***

Exhibit 41

Twin Falls Times-News
132 Fairfield St W, Twin Falls, Idaho 83301

SHERRI DAVIS, being duly sworn, deposes and says: That she is the Principal Clerk of the Times-News, a daily newspaper printed and published at Twin Falls, Twin Falls County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in the Times-News, in conformity with Section 60-108, Idaho Code, as amended, for:

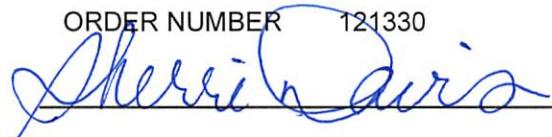
NOTICE
The American Falls Reservoir District Board of Directors DeWitt Marshall and Graham Hooper duly elected as Directors of the District from Divisions Two (2) and Four (4) respectively for three year terms beginning January 1, 2022, there having been no other written nominations for office of Director timely filed with the District. The Secretary of the District has delivered Certificates of Election to DeWitt Marshall and Graham Hooper as in accordance with Idaho Code §43-201 (A).
Debbie Falconburg, Secretary
American Falls Reservoir District

November 10, 2021

1 Insertions

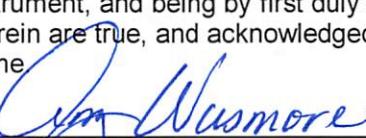
AMERICAN FALLS RESERVOIR DISTRICT
DEBBIE FALCONBURG
PO BOX A
JEROME ID 83338

ORDER NUMBER 121330


(Legals Clerk)

STATE OF IDAHO)
.SS
COUNTY OF TWIN FALLS)

On this 10 day of Nov in the year of 2021 before me, a Notary Public, personally appeared before me Sherri Davis known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.


Notary Public FOR Idaho
Residing at Twin Falls, Idaho
My Commission expires: 9-4-26



Section: Legals

Category: 50 Legal

PUBLISHED ON: 11/10/2021

TOTAL AD COST: 25.30
FILED ON: 11/10/2021

Exhibit 22

AFFIDAVIT OF PUBLICATION

County of Elmore
State of Idaho }ss.

I, **Joy Martinez**, do solemnly swear that I am the Legal Clerk of the:



Mountain Home News

A weekly newspaper of general circulation, published once a week, in Mountain Home, Idaho, that the notice attached hereto which is a part of publication thereof; was published in said newspaper for 1 week, the publication date having been made on the 17 day of Nov, 2021; in the Wednesday issue of the paper during the period and time of publication and that the notice was published in the paper proper and not in a supplement thereof.

And I further swear that the said Mountain Home News has been continuously and uninterruptedly published in said Elmore County during the period of 78 consecutive weeks prior to the first publication of the attached notice.

Joy Martinez

Legal Clerk

Subscribed and sworn to me this 17 day of Nov, 2021.

Brenda M. Fincher

Notary Public

Residing in Mountain Home, Elmore County, Idaho.

My commission expires **11-16-2022**.



- B. IWRB Meeting Nov. 18/19 (Boise)
- C. Committee of Nine Rental Pool Subcommittee Meetings-Nov. 23 (Idaho Falls)

IV. Misc. Articles

NEW BUSINESS

After a discussion, a motion to set the Assessment for Year 2021 for the Water Quality Facilities Trust Fund at \$50,000.00 was made by Director Dave Ramseyer, seconded by Director Graham Hooper. The motion passed. (Exhibit "A")

The Election Resolution for DeWitt Marshall District Two (2), and Graham Hooper District Four (4) passed. (Exhibit "B")

At 10:20 a.m. an Executive Session was called by Director Dave Ramseyer, seconded by Director Graham Hooper pursuant to Idaho Code §72-2061B. The motion passed with a roll call. Director Dan Shewmaker-aye, Director Brad Shackelford- aye, Director Rob Blick- aye, Director Greg Hirai-aye, Director Graham Hooper-aye, Director Dave Ramseyer-aye, Director DeWitt Marshall-aye, Secretary Debbie Falconburg and Assistant Secretary Brandi Weston were asked to leave the room. Secretary Debbie Falconburg was asked to return to the Session. Executive Session ended at 10:45 a.m. with a motion by Director Graham Hooper, Seconded by Director Dave Ramseyer. The motion passed.

The meeting was called back to order by President Dan Shewmaker. Director Dave Ramseyer moved that Secretary Debbie Falconburg receive a 5% salary increase be given beginning January 1, 2022 and Assistant Secretary Brandi Weston be placed on salary and have her monthly wages be \$3000 month beginning January 1, 2022, seconded by Director Graham Hooper. The motion passed.

Director Graham Hooper moved to amend the recordkeeping for earned sick and vacation leave to a set system instead of the current percentage system, seconded by Director Brad Shackelford. Employees will earn one (1) sick day per month with a carryover of a six (6) week carryover. Employees will earn 40 hours of vacation in their first year; 80 hours in years two (2) thru seven (7) years; 120 hours in years eight (8) thru 15 years; and 160 hours in years 16 and higher. The motion passed.

Secretary Debbie Falconburg spoke of a meeting she had with Alan Hansten General Manager of North Side Canal Company. Directors DeWitt Marshall and Greg Hirai were able to expand on that conversation. North Side Canal Company has been approached about selling their current property and moving the District also. Director Graham moved, seconded by Director Rob Blick that the District is open to options if the Canal Company should relocate. The motion passed.

There being no further business to come before this Board the meeting adjourned.



President Dan Shewmaker



Secretary Debbie Falconburg

AMERICAN FALLS RESERVOIR DISTRICT (AFRD)

AMERICAN FALLS RESERVOIR DISTRICT

EMPLOYEE MANUAL

Welcome to American Falls Reservoir District. The purpose of this Employee Manual is to provide information regarding the policies, employee benefits, and rules that are in effect at the time of publication at Milner Irrigation District. *It is your responsibility, as an employee, to familiarize yourself with the contents of the employee manual.*

ADOPTED: November 8, 2021



Dan Shewmaker, President
American Falls Reservoir District, Board of Directors

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Employee Policy

This policy manual outlines specific matters and policies applicable to all employees of the American Falls Reservoir District (AFRD). Any questions about any policy contained, herein, should be raised with the President or the Board of Directors. This Employee Manual supersedes all previous Employee Manuals.

I. Office Information

- A. American Falls Reservoir District
1035 N Lincoln St
Jerome, ID 83338
(208)-324-8835-Phone

Hours: 8:30 a.m. to 4:30 p.m.
Monday – Friday

II. At Will Employment

- A. All employees of AFRD are considered at-will. This means that the employment relationship may be terminated by either AFRD or the employee at any time, with or without notice or reason, unless expressly prohibited by law.
- B. Nothing in this handbook or in any document or statement shall limit the right to terminate employment at-will. No manager, supervisor or other employee of AFRD has any authority to change an employee's at-will status.

III. Categories of Employment

- A. Permanent-Employee hired to fill a permanent position. Permanent employees will be classified as either:
 - i. *Permanent Full Time*: Permanent employees who work an average of more than 30 hours per week; or
 - ii. *Permanent Part Time*: Permanent employees who work an average of 30 hours or fewer in a week.
 - iii. *Probationary Period*: All permanent employees will be placed on a three month probationary period pending acceptance as a permanent employee.
- B. Temporary: Employees hired on a temporary basis as needed, e.g., summer employment or special projects.

IV. Personnel Files

- A. AFRD maintains a personnel file on each employee. Your personnel file is confidential. Each employee is responsible for promptly notifying AFRD of any change in personal information such as address, phone number or tax withholding information. The official employee records for AFRD will be kept in the district office identified above. Within these personnel files will be kept all records of payroll, employee performance evaluation, employee status, or other relevant materials related to the employee's service with AFRD.

- B. Each employee shall have the right to review materials placed in his or her personnel file at any reasonable time. Personnel files shall not be removed from the premises. Those authorized to evaluate materials in a personnel file include the employee's supervisor, district manager, clerical payroll personnel, members of the Board of Directors and the employee him or herself. Information regarding personnel matters will only be provided to outside parties with a written and signed release from the employee or in case of an emergency, where such a release is deemed appropriate or necessary by both the official supervising the record and the Board of Directors. If an emergency necessitates the release or information in al personnel file, the official supervising the records shall not release any more information than is reasonably necessary under the circumstances.
- C. AFRD may place a record in your personnel file regarding your job performance. The record may indicate instances of outstanding, adequate, and/or poor job performance. The Board and supervisors will review employee performance on an annual basis.

V. Timekeeping, Paychecks & Payroll Deductions

- A. Employees are expected to be on time. If, for any reason, you are unable to report for work at you scheduled time, you are expected to notify you supervisor.
- B. Salary employees are required to present a PTO sheet to the President. Each PTO sheet should include reference to any vacation time, holidays, and/or sick leave used during that pay period. The employee may be required to provide a copy of his/her time card to the President for optional review.
- C. Hourly employees are responsible for keeping records of his/ her time worked. Each time sheet should include reference to the hours worked and any vacation time, holidays, and/or sick leave used during that pay period. The employee may be required to provide a copy of his/her time card to the President for optional review.
- D. AFRD issues paychecks on a monthly basis. If a regularly scheduled payday falls on a day off (e.g. , a weekend or holiday but not a vacation or sick day), employees will receive pay on the last day of work before the regularly schedule payday
- E. No payroll deductions will be made from an employee's paycheck unless required by law (such as Federal and State income tax) or authorized by the employee in a written statement. AFRD is a member of PERSI. PERSI's policy is mandatory that all employees participate.

VI. Benefits

- A. Medical Insurance-When appropriate, AFRD provides a group medical policy for eligible permanent employees. As any group medical policy is continually changing as to cost and coverage, a current copy is on file in the Jerome office.
- B. Vacation-AFRD provides paid vacation days for all permanent full-time and permanent part-time employees. However, vacation leave does not vest, and employee cannot use or receive pay for those accrued vacation leave until three months of employment has been completed. **It is assumed a full-time employee will work a 40 hour week.** **Vacation hours taken will accrue vacation and sick time** Vacation leave is determined based on the years of employment and is accrued in the following manner:

1st year-----40 vacation hours
2nd thru 7th years-----80 vacation hours
8th thru 15th years-----120 vacation hours

More than 15 years----160 vacation hours

- a. Employees may take more than 10 consecutive working days of vacation leave only with prior approval of the President.
- b. An employee must submit a request to the President at least 15 calendar days in advance of the date(s) upon which he/she wants to use his/her unused vacation leave. AFRD reserves the right to review each request, granting or denying the request as it deems appropriate in its sole discretion.
- c. AFRD will pay an employee for unused vacation leave upon retirement, resignation, or termination of employment at the employee's regular rate of pay. Vacation leave will not be paid to an employee who resigns or terminates employment before completing three months of employment.
- d. When a holiday falls within a vacation, one additional day with pay will be allowed.
- e. Vacation leave may be taken as a "mini" vacation on a day at a time basis with approval from the President.
- f. If an employee misses work due to illness or accident, and that Employee uses all of his/her sick leave, AFRD reserves the right to require that that employee use up his/her vacation hours for any additional work days missed beyond the available sick leave.
- g. Unused vacation hours may be carried forward from year to year. However, an employee may only accrue up to 150% of his/her vacation hour allowance at any given time. If an employee has 150% of his/her vacation hour allowance that is unused, that employee will no longer earn vacation hours until his/her vacation hours falls below 150% of his/her vacation hour allowance.

For example: an employee who has worked for AFRD for five (5) years can earn up to 80 vacation hours per year. That employee may carry over and accrue vacation hours until his/her total unused vacation hour allotment equal 120 vacation hours (150% of the vacation hour allowance). At that point, that employee will no longer earn any vacation hours until his/her unused allotment falls below 120 vacation hours.

C. Sick Leave

- a. AFRD provides sick leave with pay to all permanent full-time and permanent part-time employees. **Sick hours taken will accrue vacation hours.** Sick leave is accrued in the following manner:

8 sick leave hours per month

- b. An employee must notify the President as far in advance as possible of the date(s), upon which the employee needs to use unused, accumulated sick leave. AFRD pays for sick leave at an employee's current rate of pay.
- c. Sick leave may be accumulated from year to year until a maximum of 60 days has been accrued. At that time, the employee will no longer accumulate sick leave until the total unused sick leave falls below 60 days.

- d. AFRD may, at its sole discretion, require an employee to provide medical certification of his/her illness and/or fitness to return to work before paying any sick leave.
- e. AFRD will pay an employee for unused sick leave upon retirement, resignation, or termination of employment at the employee's regular rate of pay. Sick leave will not be paid to an employee who resigns or terminates employment before completion three months of employment.
- f. Sick leave may be used for the care of an ill member of the immediate family, but not for vacation leave. Immediate family is defined as employee's parents, children, siblings, spouse, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, or brother-in-law.
- g. In the event of an emergency to an employee's immediate family member, that employee should use sick leave for any needed time off of work. However, AFRD may, in its sole discretion, allow an employee to take up to three additional days off, without pay, if that employee has no remaining sick leave available.

D. Bereavement Leave

- a. Employees may be granted up to three days off in the event of a death in the immediate family. You may submit a request to AFRD for a bereavement leave of absence if an immediate family member passes away. AFRD reserves the right to review each request, granting or denying each request, as it deems appropriate in its sole discretion. If, and when, you take a bereavement leave of absence beyond the three days, AFRD will charge the absence against your unused, accumulated sick leave to the extent available; thereafter, it will treat the absence as time off without pay.

E. Family & Medical Leave

- a. Pursuant to the Federal Family & Medical Leave Act ("FMLA"), each employee is eligible to receive up to 12 weeks of unpaid, job-protected leave for certain family and medical reason during any 12-month period. Employees are eligible if they have worked for at least one year, and for 1,250 hours over the previous 12 months.
- b. Employees are entitled to leave:
 - 1. To care for a child following birth or placement of a child with the employee for adoption or foster care;
 - 2. To care for the employee's spouse, child or parent who has a "serious health condition", or
 - 3. If the employee is unable to perform his/her own job because of the employee's own serious health condition
- c. Employees will be required to use any unused vacation time or sick leave concurrently with FMLA leave. If the unused vacation time and sick leave is less than 12 weeks, then the employee may take the rest as unpaid leave.

F. Holidays

- a. AFRD observes all legal holidays which are honored by the Federal Government.

- b. A holiday that falls on a weekend will be observed on the day declared a holiday by the Federal Government.

G. Voting Time

Employees shall be excused with pay for such time as is reasonable to vote in local, state, and national elections.

H. Jury or Witness Duty

Any permanent employee summoned for jury or witness duty shall notify the President immediately. For each day he/she performs his/her duty as a juror or witness, AFRD will pay the employee the difference between that which he/she receives from performing his/her duty as a juror or witness and that which he/she would have received at his/her regular rate of pay from performing his/her job if he/she is a permanent employee. The employee must report to work when he/she is temporally excused from performing his/her duty as a juror or a witness.

I. Military Leave of Absence

Unpaid leaves of absence will be granted to participate in ordered and authorized field training. AFRD will comply with the provision of Idaho Code §46-224, et seq. , or its successor, as those Code provisions govern leaves of absence for military service and Uniformed Services Employment and Reemployment Rights Act of 1994. An employee is expected to notify AFRD and provide a copy of any orders requiring military leave as soon as possible.

J. Retirement

- a. AFRD and the employee will agree to a mutual retirement date satisfactory to both parties.
- b. AFRD includes all eligible employees in Idaho's Public Employees Retirement System (PERSI).
- c. Early retirement will be based on PERSI guidelines.

VII. Safety, Workplace Injuries & Workers' Compensation

A. Safe Work Practices

AFRD endorses the principle that accidents are preventable and can be reduced or eliminated with improved safety practices.

B. Unsafe Work Practices

AFRD employees should recognize and eliminate unsafe work practices before an accident or injury occurs. Such unsafe work practices can include careless or willful acts, horseplay or practical jokes, misuse of equipment, employees under the influence of alcohol or drugs, and failure to use proper lifting techniques.

C. Assignment of Responsibility

In order to improve safety, AFRD employees should:

1. participate in the development of safe work practices and appropriate operating procedures;
2. follow safe work practices in daily activities;
3. report unsafe conditions immediately to the Board; and
4. report all accidents immediately to the Board even if it is not immediately apparent that an injury occurred or a physician's attention is necessary;
5. employees are encouraged to share their concerns, ideas or suggestions for improved safety in the workplace.

AFRD will:

1. in consultation with employees, develop safe work practices and appropriate operating procedures;
2. take prompt corrective action whenever unsafe conditions or acts are noted;
3. investigate each incident (accidents and near misses);
4. determine the cause of each incident;
5. evaluate employee performance for the ability to work safely and carry out risk management/safety policy and procedures;
6. conduct an annual safety meeting to review and discuss workplace safety issues.

D. Worker's Compensation

All on-the-job injuries shall be reported to AFRD as soon as practicable to allow filing of worker's compensation claims in the proper manner. IF an employee is disabled temporarily by an on-the-job accident he/she shall be eligible for worker's compensation benefits. Return to employment will be authorized on a case-by-case basis upon consultation with the supervisor and the State Insurance Fund. Reports and concerns about workplace safety issues can be made without fear of reprisal.

VIII. Drug & Alcohol Policy

- A. AFRD is an Alcohol and Drug-Free Workplace.
- B. The consumption of alcohol on the job is prohibited.
- C. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited, and if occurring on AFRD property or during an employee's hours of work, will result in immediate corrective action, which may include immediate termination or referral for treatment.
- D. Any intervention steps taken upon a violation of the AFRD's Alcohol and Drug-Free Workplace Policy, including a referral for treatment, counseling or rehabilitation programs, shall be treated as confidential.

IX. Internet and E-mail Policy

All AFRD employees shall observe the following policies on computer, the Internet, and electronic mail usage:

- A. Employees using the internet and electronic mail are to comply with all appropriate laws, regulations and generally accepted Internet etiquette.
- B. Primary purpose of the Internet and electronic mail is to conduct official business.
- C. Employees should identify themselves properly when using the Internet and electronic mail, conduct themselves professionally, as representatives of AFRD, and be aware

that their activities reflect on the reputation and integrity of AFRD.

- D. Each employee is individually responsible for the content of any communication sent over or placed on the Internet and electronic mail.

The following actions are prohibited. It is unacceptable for AFRD employees to:

- A. Knowingly or intentionally publish, display, transmit, retrieve or store inappropriate or offensive material on any AFRD computer system;
- B. Create or distribute defamatory, false, inaccurate, abusive, threatening, racially offensive or otherwise biased, discriminatory or illegal material;
- C. View or distribute obscene, pornographic, profane, or sexually oriented material;
- D. Violate laws, rules , and regulations prohibiting sexual harassment;
- E. Encourage the use of controlled substances or for criminal or illegal purposes;
- F. Engage in any unauthorized activities for personal financial gain;
- G. Place advertisements for commercial enterprises, including but not limited to goods, services or property;
- H. Download, disseminate, store or print material including articles and software, in violation of copyright laws.
- I. Violate or infringe on the rights of others;
- J. Restrict or inhibit other users from using the system or the efficiency of the computer systems;
- K. Cause congestion or disruption of networks or systems, including distribution of chain letters;
- L. Transmit incendiary statements, which might incite violence or describe or promote the use of weapons;
- M. Use the system for illegal purpose.

X. Discrimination, Harassment & Sexual Harassment

It is the policy of AFRD that all employees have a right to work in an environment that is free from discriminatory harassment based on sex, gender, race, age, national origin, religion, disability or any other protected discriminatory factor. AFRD prohibits any form of harassment of its employees by other employees and will take immediate and appropriate action to prevent and correct behavior that violates this policy. All employees are expected to treat their co-workers with courtesy, respect, and dignity. AFRD also strives to protect its employees from any form of harassment by third parties, including customers and vendors. Any employee or Director who is made aware of an alleged incident of harassment must immediately bring the matter to the attention of the President.

A. Prohibited Conduct

Any verbal or physical conduct that belittles or demeans an individual because of his or her race, color, religion, national origin, gender, age, disability, or similar characteristics is prohibited.

B. *Harassment*

a. Harassment is any verbal, written, or graphic material that defames or shows hostility or aversion toward an individual or group because of his/her race, color, religion, gender, national origin, age, or disability, or that of his/her relatives, friends or associates, and that:

1. has the purpose or effect of creating an intimidating, hostile, or offensive work environment
2. has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. otherwise adversely affects an individual's employment opportunities.

Examples of harassment include slurs, negative stereotyping, hostile acts, and written or graphic material posted or circulated in the work place that defames individuals because, of race, color, religion, gender, national origin, age, or disability.

C. *Sexual Harassment*

a. Sexual Harassment is any unwelcome sexual advances, requests for sexual favors, and other physical or verbal conduct of a sexual nature. This conduct constitutes unlawful sexual harassment when:

1. submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment, or
2. submission to or rejection of such conduct is used as the basis for an employment decision, or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile, offensive working environment.

Sexual harassment includes "same sex harassment".

D. *Violence*

It is the goal of AFRD to maintain a work environment free from intimidation, threats or violent acts. To that end, AFRD has a zero tolerance policy regarding violence in the workplace. This includes, but is not limited to, intimidating, threatening or hostile behaviors; physical abuse; vandalism; arson; sabotage; use of weapons; carrying weapons of any kind onto AFRD property; or any other act that in the management's opinion, is inappropriate to the workplace.

E. Complaints

- a. Employees have the responsibility to bring any form of unwelcome harassment to the attention of the President immediately. All complaints will be handled in a timely and confidential manner. The Board will retain confidential documentation of all allegations and investigations and will take appropriate corrective action to remedy all violations of this policy.
- b. Any employee who feels he/she has been the victim of discrimination, harassment, sexual harassment and/or violence should promptly report the matter to his/her supervisor. If circumstances prohibit reporting to the supervisor (i.e. supervisor is involved in the conduct), then the matter should be reported to the President...
- c. All complaints will be investigated promptly, with the identity of the employee making the complaint, as well as the identity of the individual accused being kept as confidential as possible. If the Board determines that workplace harassment and/or sexual harassment has occurred, corrective action will be taken. Such corrective action may include, but is not limited to, verbal or written reprimand, suspension, demotion, or termination of employment.
- d. Results of the investigation will be entered into the minutes and the employee's file.

XI. Disability

- A. AFRD does not discriminate against any applicant or employee due to physical or mental disability. When AFRD becomes aware of any disability which prevents an otherwise qualified applicant or employee from performing a job, AFRD will assess whether any reasonable accommodation would allow the person to perform that job. An accommodation which creates an undue hardship on AFRD or which endangers health or safety is not a reasonable accommodation. AFRD will make any reasonable accommodation necessary to allow an otherwise qualified applicant or employee to perform the job.

ACKNOWLEDGMENT

This employee policy is for your use and a source of information about American Falls Reservoir District and your job. It is not a contract of employment, express or implied but merely sets forth regulation of employment, methods for resolving conflicts, and an explanation of your benefits and policies. Your signature below acknowledges receipt of a copy of this employee policy and your understanding and acceptance that:

1. I am responsible for reading, understanding, and adhering to the policies outlined in the American Falls Reservoir District employee policy and am invited to ask the Board of Directors any question that I may have;
2. The provisions of this employee policy are guidelines, statements of policy, and procedure that may be changed by American Falls Reservoir District at any time;
3. The Board of Directors reserves the rights to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this policy or in any document at any time. However, any such changes will be in writing and must be signed by the President of the Board of Directors of the American Falls Reservoir District;
4. The American Falls Reservoir District does not guarantee me specific benefits because American Falls Reservoir District benefits, policies, and procedures may change from time to time with or without my consent;
5. No supervisor or other representative of the American Falls Reservoir District, other than its President, has the authority to enter into any agreement for employment for a specified period of time or to make any agreement contrary to the policies contained in this policy;
6. The American Falls Reservoir District or I may terminate my employment relationship at any time, for any reason not expressly prohibited by law.

Employee Signature

Date

Witness

Jerome, Idaho
December 13, 2021

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 1035 North Lincoln, Jerome, Idaho December 13, 2021 at 10:00 A.M. with the following person present:

Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Greg Hirai	Member
Absent: Rob Blick	Member
DeWitt Marshall	Member
Brad Shackelford	Member

Attorney Travis Thompson and Secretary Debbie Falconburg, were also present.

The meeting was called to order and conducted by President Shewmaker.

The minutes of the Board meeting November 08, 2021 were than approved with a motion by Director Graham Hooper, seconded by Director Dave Ramseyer.

The Secretary presented the Claims and December 13, 2021, Treasurer's Report to the Board. (See page 2)

Director Graham Hooper moved the Claims and Treasurer's Report be approved seconded by Director Dave Ramseyer. The motion passed.

TRANSFERS

Director Greg Hirai, seconded by Director Dave Ramseyer approved four transfer from Twin Falls Canal Company with a motion. (Pages 3-4)

Director Greg Hirai, seconded by Director Dave Ramseyer approved one transfer from North Side Canal Company with a motion (Page 5)

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

- I. Water Supply Outlook/2003 & 2004 Comparisons
- II. Federal Issues
 - A. Regional Interests Send Letter to President Biden on River System
 - B. 11th Round of Columbia River Treaty Negotiations
 - C. Tribes Ask 9th Circuit to Dismiss CWA Rule Appel
 - D. Infrastructure Act Includes \$1 Billion for Salmon Recovery
 - E. Consumer Price Inflation

December 13, 2021

TREASURER'S REPORT

Cash Balance October 31, 2021	\$ 9,754.13
Transfer from #1230	\$ 15,000.00
Voided Check DeWitt Marshall	\$ 114.54
Receipts November, 2021	\$ 878.39
	\$ 25,747.06

Disbursements:

Claims 11-08-21	\$ 6,549.96
Debbie Falconburg	\$ 3,608.33
Brandi Weston	\$ 2,317.74
BlueHost Domain Name	\$ 18.99
Debit Card	\$ 4.22
Debit Card-Office Depot	\$ 99.99
Payroll Expenses	\$ 5,509.41
Total Distribution 11-30-21	\$ 18,108.64
Cash on Hand 11-30-21	\$ 7,638.42 \$ 7,638.42

IDAHO STATE TREASURER LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Investment P001 #1230 10-31-21	\$ 697,880.98
Interest Credited 11-01-21	\$ 67.60
Transfer to checking	\$ 15,000.00
Balance in Investment Pool #1230 11-30-21	\$ 682,948.58
Total Balance 11-30-21	\$ 690,587.00

Average Weighted Yield 0.1161%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 10-31-21	\$ 68,310.26
Interest 11-1-21	\$ 6.56
Balance 11-30-21	\$ 68,316.82

DECEMBER 13, 2021

Rob Blick	\$ 166.98
Greg Hirai	\$ 142.35
Graham Hooper	\$ 194.52
DeWitt Marshall	\$ 135.63
Dave Ramseyer	\$ 156.35
Brad Shackelford	\$ 258.83
Dan Shewmaker	\$ 165.96
Financial Agent SS Remit	\$ 2,155.64
Idaho State Tax Commission	\$ 375.00
PERSI	\$ 1,726.15
Gallagher Benefit Administrators, Inc	\$ 32.00
DeWitt Marshall replace voided check 10097	\$ 114.54
Barker Rosholt & Simpson	\$ 1,355.50
City of Jerome	\$ 109.22
Idaho Power	\$ 109.71
Jerome County Refuse Fee	\$ 304.00
Mountain Home News	\$ 18.72
PMT	\$ 146.47
Times News	\$ 25.30
	\$ 2,183.46
	\$ 5,509.41

December 13, 2021

RESOLVED, That that certain agreement made and entered into by and between Rocky Matthews, of Twin Falls County, State of Idaho, party/(ies) of the first part, and Southwest Irrigation District of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of November 9, 2021 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against the Southwest Quarter, Northeast Quarter (SW1/4NE1/4), Section Eighteen (18), Township Eleven (11) South, Range Twenty (20) East, Boise Meridian for the purchase of a waterright supplemental to Twenty and 00/100 (20.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter, Northwest Quarter (NE1/4NW1/4) in Section Fourteen (14), Township Eleven (11) South, Range Nineteen (19) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

December 13, 2021

RESOLVED, That that certain agreement made and entered into by and between John Fayle for Not Zyque Subdivision of Twin Falls County, State of Idaho, party/(ies) of the first part, and Terry Hollifield of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of September 24, 2021 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southwest Quarter, Northeast Quarter, Southeast Quarter, Northeast Quarter (SW1/4NE1/4SE1/4NE1/4), Section Twenty-three (23), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Four and 85/100 (4.85) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter, Southeast Quarter, Northwest Quarter, Southeast Quarter, Southeast Quarter, Northeast Quarter, Southwest Quarter, Northeast Quarter (NE1/4SE1/4NW1/4SE1/4SE1/4NE1/4SW1/4NE1/4) in Section Seventeen (17), Township Ten (10) South, Range Nineteen (19) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

December 13, 2021

RESOLVED, That that certain agreement made and entered into by and between Land West, LLC (Richard Giesler) of Twin Falls County, State of Idaho, party/(ies) of the first part, and Idaho Trust Deeds, LLC (Richard Giesler) of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of November 23, 2021 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southeast Quarter, Southwest Quarter (SE1/4SW1/4), Section Twenty-five (25), Township Nine (9) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to One and 61/100 (1.61) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter, Northwest Quarter, Southeast Quarter, Northwest Quarter (NE1/4NW1/4SE1/4NW1/4) in Section Twenty-two (22), Township Ten (10) South, Range Sixteen (16) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

December 13, 2021

RESOLVED, That that certain agreement made and entered into by and between Steve Victor for VRV Kimberly Properties, LLC of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of November 16, 2021 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against None and 90/100 (0.90) Southeast Quarter, Northeast Quarter (SE1/4NE/4) in Section Twenty-nine (29), Township Ten (10) South, Range Eighteen (18) East., and One and 37/100 (1.37) in Northwest Quarter, Northeast Quarter (NW1/4NE1/4) in Section Twenty (20), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian for the purchase of a waterright supplemental to Two and 27/100 (2.27) share of the stock of the Twin Falls Canal Company shall be chargeable against To be held as treasury stock until resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

December 13, 2021

RESOLVED, That that certain agreement made and entered into by and between Sherry A & John R Busman, Jr of Gooding County, State of Idaho, party/(ies) of the first part, and Bart & Kristi Patterson of Jerome County, State of Idaho, party/(ies) of the second part, under date of November 17, 2021 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against the Northeast Quarter Northwest Quarter (NE1/4NW1/4), Section Eighteen (18), Township Eight (8) South, Range Sixteen (16) East, Boise Meridian for the purchase of a waterright supplemental to Fifteen and 00/100 (15.00) share of the stock of the North Side Canal Company shall be chargeable against Five and No/100 (5.00) of the Northeast Quarter Southeast Quarter (NE1/4SE1/4) and Ten and No/100 Northwest Quarter Southeast Quarter (NW1/4SE1/4) in Section Thirty-five (35), Township Eight (8) South, Range Sixteen (16) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

III. State Issues

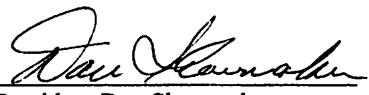
- A. Final North Idaho Adjudication Underway
- B. IWRB Recharge Summary/Project List
- C. IWUA Legislative Meeting-Monday December 20th (10:00 a.m.-Zoom)

IV. Misc.

- A. Other Articles

NEW BUSINESS

There being no further business to come before this Board the meeting adjourned.



President Dan Shewmaker



Secretary Debbie Falconburg

Jerome, Idaho
January 10, 2022

The Board of Directors of the American Falls Reservoir District, Idaho, met in regular public session at the regular meeting place of the Board at 1035 North Lincoln in Jerome, Idaho on January 10, 2022 at 10:00 A.M. with the following persons present:

Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Rob Blick	Member
Greg Hirai	Member
DeWitt Marshall	Member
Absent	
Brad Shackelford	Member

Secretary Debbie Falconburg, Attorney Travis Thompson via telecommunications, and Accountant Scott Hunsaker were also present.

After the minutes of the preceding meeting had been read and approved, and after the conduct of other business not pertinent to the following, it was pointed out that the Water Quality O & M Fund Audit has been accepted and payment of \$300.00 is due to the Auditor pursuant to a billing received. Upon motions made by Director Graham Hooper, seconded by Director DeWitt Marshall, the following resolution be adopted, to-wit:

RESOLUTION

WHEREAS, the American Falls Reservoir District, as agent for the American Falls Spaceholders, has received a bill from Mahlke Hunsaker & Company PLLC, CPA's, for the Water Quality Facilities Operation and Maintenance Fund Audit for the year 2021; and

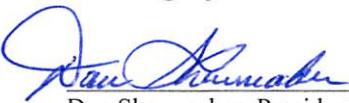
WHEREAS, funds are now available to pay said bills;

NOW, THEREFORE, BE IT RESOLVED that the American Falls Reservoir District Board hereby advises the Secretary to advance to Mahlke Hunsaker & Company PLLC, CPA's the sum of \$300.00 in payment for 2021 American Falls project Water Quality Facilities O & M Fund Audit, pursuant to the American Falls Spaceholder contract and that certain Water Quality Facilities Agreement dated March 31, 1976.

(Other business not pertinent to the above appears in the minutes of the regular meeting of the Board.)

Upon motion duly made, seconded and unanimously carried, the meeting adjourned.

Debbie Falconburg
Debbie Falconburg, Secretary


Dan Shewmaker, President

ATTEST:

STATE OF IDAHO) ss.
County of Jerome)

I, Debbie Falconburg, do hereby certify that I am the duly qualified and acting Secretary of the Board of Directors of the American Falls District, Idaho.

I further certify that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Board of Directors of said District held at the regular meeting place of said Board on January 10, 2022 including the resolution adopted at said meeting, all as recorded in the regular official book of minutes of the proceedings of said Board, kept in my office, insofar as the same refer to or concern said resolution, that said proceedings were duly had and taken as herein shown, that the meeting therein shown was in all respects called, held and conducted in accordance with law, and that the persons therein named were present at said meeting, as therein show

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the American Falls Reservoir District, State of Idaho, this 10th day of January, 2022.


Secretary Debbie Falconburg

(SEAL)

	2021	January	February	March	April	May	June	July	August	September	October	November	December	Convention	Total
Rob Blick	\$	150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ -	\$ 1,650.00	
Debbie Falconburg		5165.33	5165.33	5165.33	5165.33	5165.33	5165.33	5165.33	5165.33	5165.33	5165.33	5165.33	\$ 5165.33	\$ 61,983.96	
Greg Hirai	\$	150.00	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ 1,050.00	
Graham Hooper	\$	150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,800.00	
DeWitt Marshall	\$	150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ -	\$ 1,500.00	
David Ramseyer	\$	150.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ -	\$ 1,750.00	
Brad Shackelford	\$	150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ 150.00	\$ -	\$ 1,500.00	
Dan Shewmaker	\$	150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,800.00	
Brandi Weston	\$	2,946.72	\$ 2,806.40	\$ 3,279.98	\$ 3,034.42	\$ 2,946.72	\$ 3,122.12	\$ 3,069.50	\$ 3,122.12	\$ 3,122.12	\$ 2,876.56	\$ 3,122.12	\$ 3,192.28	\$ 36,641.06	
	\$	168.00	\$ 160.00	\$ 178.00	\$ 173.00	\$ 168.00	\$ 178.00	\$ 175.00	\$ 178.00	\$ 178.00	\$ 164.00	\$ 164.00	\$ 182.00		
Total	\$	9,162.05	\$ 8,971.73	\$ 9,345.31	\$ 9,249.75	\$ 9,012.05	\$ 9,337.45	\$ 8,984.83	\$ 9,037.45	\$ 9,337.45	\$ 9,105.89	\$ 9,337.45	\$ 8,957.61	\$ -	
First Quarter	\$	27,479.09													
Second Quarter	\$	27,599.25											\$ 1,832.05	<i>50%</i>	
Third Quarter	\$	27,359.73													
Fourth Quarter	\$	27,400.95											38473.11		
Year end Total	\$	109,839.02											3206.0925		

	2022	January	February	March	April	May	June	July	August	September	October	November	December	Convention	Total
Rob Blick														\$ -	\$ -
Debbie Falconburg		\$ 5,423.60	\$ 5,423.60	\$ 5,423.60	\$ 5,423.60	\$ 5,423.60	\$ 5,423.60	\$ 5,423.60	\$ 5,423.60	\$ 5,423.60	\$ 5,423.60	\$ 5,423.60	\$ 5,423.60	\$ 65,083.20	
Greg Hirai		\$ -												\$ -	
Graham Hooper														\$ -	
DeWitt Marshall														\$ -	
David Ramseyer														\$ -	
Brad Shackelford														\$ -	
Dan Shewmaker														\$ -	
Brandi Weston		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 36,000.00	
Total		\$ 8,423.60	\$ 8,423.60	\$ 8,423.60	\$ 8,423.60	\$ 8,423.60	\$ 8,423.60	\$ 8,423.60	\$ 8,423.60	\$ 8,423.60	\$ 8,423.60	\$ 8,423.60	\$ 8,423.60	\$ -	
First Quarter		\$ 25,270.80												40,000	
Second Quarter		\$ 25,270.80													
Third Quarter		\$ 25,270.80													
Fourth Quarter		\$ 25,270.80													
Year end Total		<u>\$ 101,083.20</u>													

*More than normal meeting

Jerome, Idaho
January 10, 2022

The Board of Directors of the American Falls Reservoir District, Idaho, met in regular public session at the regular meeting place of the Board at 1035 North Lincoln in Jerome, Idaho on January 10, 2022 at 10:00 A.M. with the following persons present:

Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Rob Blick	Member
Greg Hirai	Member
DeWitt Marshall	Member

Absent:

Brad Shackelford	Member
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Secretary Debbie Falconburg, and Travis Thompson via telecommunications were also present.

After the minutes of the preceding meeting had been read and approved, and after the conduct of other business not pertinent to the following, it was pointed out that the Water Quality O & M payment is due to the Idaho Power Company pursuant to a billing received. (Exhibit "C" attached hereto.) Upon motions made by Director Graham Hooper; seconded by Director Rob Blick the following resolution be adopted, to-wit:

RESOLUTION

WHEREAS, the American Falls Reservoir District, as agent for the American Falls Spaceholders, has received a bill from the Idaho Power Company for the Spaceholders' share of the Water Quality to O & M for the year 2021: and

WHEREAS, funds are now available to pay said bills;

NOW, THEREFORE, BE IT RESOLVED that the American Falls Reservoir District Board of Directors hereby advises the Secretary of the District to transfer funds from the Water Quality Facilities Fund Investment Pool Account #1833 to advance to the Idaho Power Company the Sum of \$46,193.87 in payment Spaceholders' share of the 2021 American Falls Project Water Quality Facilities O & M cost, pursuant to the American Falls Spaceholder contract and that certain Water Quality Facilities Agreement dated March 31, 1976.

BE IT FURTHER RESOLVED that copies of this Resolution be forwarded to the U.S. Bureau of Reclamation, and the Idaho Power Company.

(Other business not pertinent to the above appears in the minutes of the regular meeting of the Board.)

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Debbie Falconburg
Debbie Falconburg, Secretary

Dan Shewmaker
Dan Shewmaker, President

ATTEST:

STATE OF IDAHO) ss.
County of Jerome)

I, Debbie Falconburg, do hereby certify that I am the duly qualified and acting Secretary of the Board of Directors of the American Falls District, Idaho.

I further certify that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Board of Directors of said District held at the regular meeting place of said Board on January 10, 2022, including the resolution adopted at said meeting, all as recorded in the regular official book of minutes of the proceedings of said Board, kept in my office, insofar as the same refer to or concern said resolution, that said proceedings were duly had and taken as herein shown, that the meeting therein shown was in all respects called, held and conducted in accordance with law, and that the persons therein named were present at said meeting, as therein show.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the American Falls Reservoir District, State of Idaho, this 10th day of January 2022.


Secretary Debbie Falconburg

(SEAL)



December 7, 2021

Ms. Debbie Falconburg
Secretary to the Board of Directors
American Falls Reservoir District No. 1
PO Box A
Jerome, ID 83338

Subject: 2021 Water Quality Facilities Invoice

Dear Ms. Falconburg:

In accordance with the Water Quality Facilities Agreement dated March 31, 1976, between the American Falls Reservoir District and the Idaho Power Company, enclosed is a Statement of Costs for the Water Quality Facilities at the American Falls Project for the current period ending October 31, 2021.

A total of 2,492 kilowatt hours of energy and 0 kilowatts of demand energy were consumed for operation of the aerating blower system during this period. Total cost of this energy is calculated to be \$238.92. There were 0 kilowatt hours of energy spilled during the period to maintain water quality.

The 2021 operations and maintenance cost associated with the American Falls water quality facilities was \$92,148.81. There were no capital improvements to the DO monitoring system during the period (blower replacement). Total 2021 charges for the aeration and monitoring facilities at American Falls were \$92,387.73.

After considering the energy, maintenance, capital improvements and 50/50 sharing, the 2021 cost to the Reservoir District is \$46,193.87, which is below the contract limit to not exceed \$62,500.00, thus that is the total amount due from the Reservoir District.

Sincerely,

Brett Dumas

cc: Mike Deering, IPC
Amber Moody, IPC



REMIT PAYMENT TO
LB 447
Idaho Power Co 1
PO Box 35143
Seattle, WA 98124-5143

IN ACCOUNT WITH

American Falls Reservoir District
1035 N. Lincoln
Jerome, ID 83388

Date: November 17, 2021

Invoice No: OTI1121001

Please remit copy with payment

Terms: net 30 days

Accounting: 799 X00001 999 142070

To invoice American Falls Reservoir District for 50% of the costs for Water Quality Facilities at the American Falls dam in accordance with the Water Quality Facilities Agreement, Section 13, dated March 31, 1976.

2021 WATER YEAR CHARGES (detail attached)	\$46,193.87
Contract Limit (not to exceed \$62,500.00)	\$0.00
TOTAL AMOUNT DUE	\$46,193.87

Contract Limit - \$62,500.00

COMPUTATION OF AMERICAN FALLS WATER QUALITY FACILITY COSTS
For the period November 1st, 2020 through October 31st, 2021

DO Blower Operation:

Energy (May)	2	kWH	@	\$0.0931	/kWH ¹	=	\$0.19
Energy (June-Aug)	2,303	kWH	@	\$0.0961	/kWH ²	=	\$221.32
Energy (Sep-Oct)	187	kWH	@	\$0.0931	/kWH ³	=	\$17.41
Total Energy Charge	2,492	kWH	@	\$0.0959	/kWH	=	\$238.92
Demand Charge (First 20 kW \$0)	-	kW	@	\$ 5.9500	/kW ⁴	=	\$0.00
Total Charges (Blower Operation)							\$238.92

Spill (Lost Energy):

Total Charges (Spill)	-	kWH	@	\$	-	/kWH ⁵	\$0.00
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Idaho Power Co. O&M Costs	Labor	\$68,529.72
	Materials	\$16,885.13
	Purchased Services	\$0.00
	Other	\$6,733.96
	Total O&M	\$92,148.81
	Blower Replacement - WO 27545707	\$0.00
	Total Capital	\$0.00
Total 2021 Charges		\$92,387.73
Total Due from Irrigation District (50/50 Split)		\$46,193.87

Debbie Falconburg informed the Board of Directors that the calculations for Brandi Weston salary raise in November 2021 was incorrect. The Board agreed. Director Graham Hooper moved to increase Brandi Weston's wages to \$40,000 for the year 2022, seconded by Director Dewitt Marshall. The motion passed. (Pages 5-6)

Secretary Debbie Falconburg for Attorney Travis Thompson distributed packets of information:

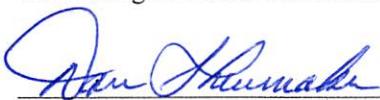
- I. Water Supply Outlook /SWE Maps
- II. Federal Issues
 - A. BOR Funding Through IIJA
 - B. A. F. Spillway Update
- III. State Issues
 - A. Recharge Update/IWRB Permit for GW Recharge on Big Wood River
 - B. IWUA Annual Meeting Issues (January 17-20, 2022)
 - C. State Water Projects (Surplus/ARPA)
 - D. SWC Call-Step 9 Order
 - E. Upper Snake Advisory Committee-Friday January 14th (Zoom)
 - F. Committee of Nine Rental Pool Meeting-Friday January 14th 10:00a.m. (Idaho Falls)
 - G. IWRB Meeting-January 20-21, 2022 (Boise)
 - H. Committee of Nine Meeting-Thursday January 27th 2022 (TBD)

NEW BUSINESS

Director Dave Ramseyer, seconded by Director Graham Hooper moved that Director Dan Shewmaker be voting delegate and Secretary Debbie Falconburg be alternated voting delegate at the Annual Convention of the Idaho Water Users Association held January 17-20, 2022, Boise, Idaho. The motion passed.

Director Graham Hooper moved to pay the Water Quality Facilities 2021 bill from Idaho Power (\$46,193.87) seconded by Director Rob Blick. The motion passed. (Exhibit "C")

There being no further business to come before this Board the meeting adjourned at 10:58 a.m.



President Dan Shewmaker



Secretary Debbie Falconburg

Jerome, Idaho
January 10, 2022

REORGANIZATION

The Chairman declared the old Board now dissolved and reorganization for the ensuing year be taken up and appointed Travis Thompson, Temporary Chairman.

Director DeWitt Marshall, seconded by Rob Blick moved all offices retain their positions. The motion passed.

Travis Thompson returned the meeting back to Director Dan Shewmaker.

AUDITING COMMITTEE – President Dan Shewmaker appointed Directors DeWitt Marshall, Brad Shackelford, and Rob Blick as Auditing Committee for 2022.

ATTORNEY – It was moved by Director Graham Hooper, seconded by Director Greg Hirai the firm Barker, Rosholt, and Simpson LLP be retained as counsel for the District for the ensuing year at such hourly rates as the bill for general clients, and passed.

PAYMENT OF CLAIMS - It was moved by Director DeWitt Marshall, seconded by Director Greg Hirai, a resolution be adopted for the prompt payment of claims for such regular bills as discount bills, social security, phone, salary, etc., and duly carried.

DEPOSITORY ACCOUNT – It was moved by Director Rob Blick, seconded by Director Greg Hirai and carried, the following resolution be adopted;

BE IT RESOLVED, that the any two of the four named officers are hereby authorized to sign checks, notes, bills, certificates of deposit or other instructions for the American Falls Reservoir District at the designated banking depository for the operating fund account.

MILEAGE REIMBURSEMENT BE IT RESOLVED that the Secretary adjust the mileage reimbursement according to IRS guidelines which for 2022 is \$0.585 per mile.

AUDITOR – A motion that Mahlke Hunsaker & Company PLLC be retained as Auditor and for counseling for the District and the Water Quality Facilities Fund, respectively, for 2022, was moved by Director Dave Ramseyer, seconded by Director Graham Hooper, and passed.

PER DIEM – A motion by Director Graham Hooper, seconded by Director DeWitt Marshall was approved to retain the per diem allowance to \$150.00 per each meeting day made in person, and \$100 per teleconference meeting.

SALARY – The chairman appointed Directors Dave Ramseyer, Rob Blick, and Greg Hirai, as a Salary Review Committee to report to the Board at the November 2022 meeting.

There being no further business to come before this Board the meeting adjourned.



President Dan Shewmaker



Secretary Debbie Falconburg

Jerome, Idaho
February 14, 2022

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 1035 North Lincoln, Jerome, Idaho, February 14, 2022 at 10:00 A.M. with the following person present:

Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Rob Blick	Member
DeWitt Marshall	Member
Brad Shackelford	Member

Absent:

Graham Hooper	Treasurer, Member
Greg Hirai	Member

Attorney Travis Thompson and Secretary Debbie Falconburg were also present.

The meeting was called to order and conducted by President Shewmaker at 10:02 a.m.

The minutes of the Board meeting January 10, 2022 were than approved with a motion by Director Dave Ramseyer, seconded by Director Dewitt Marshall.

The Secretary presented the Claims and February 14, 2022 Treasurer's Report to the Board. (See page 2)

Director DeWitt Marshall moved the Claims and Treasurer's Report be approved, seconded by Director Rob Blick. The motion passed.

TRANSFERS

Director Rob Blick, seconded by Director Dave Ramseyer approved four transfers from Twin Falls Canal Company with a motion. (Pages 3-4)

Director DeWitt Marshall, seconded by Director Rob Blick approved two transfers from North Side Canal Company with a motion. (Page 5)

OLD BUSINESS

Attorney Travis Thompson distributed packets of information:

- I. Water Supply Outlook/SWE Map
- II. Federal Issues
 - A. Environmental Cases to Watch in 2022/Sackett CWA Appeal
 - B. Ron Abramovich Advocates Cloud Seeding to Help Salmon
 - C. A. F. Spillway/State Funding
- III. State Issues
 - A. Final Curtailment Order re: Step 90 Reasonable Carryover Injury
 - B. IWRB Upper Snake/Aquifer Stabilization/Water Supply Meetings

TREASURER'S REPORT

Cash Balance 12-31-21	\$ 60,987.80
Deposit from #1833	\$ 46,493.87
Cash Receipts, January 2022	<u>\$ 660,674.01</u>
	\$ 768,155.68

Disbursements:

Claims 1-10-22	\$ 53,444.66
Deborah Falconburg	\$ 3,778.37
Brandi Weston	\$ 2,449.66
Debit Card	\$ 695.83
Payroll expenses	<u>\$ 5,437.01</u>
Total Distribution 1-31-22	\$ 65,805.53
Cash on Hand 1-31-22	\$ 702,350.15 \$ 702,350.15

IDaho STATE TREASURER LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Investment Pool#1230 12-31-21	\$ 683,014.95
Interest Credited 01-01-22	\$ 68.86
Balance in Investment Pool#1230 01-31-22	\$ 683,083.81
	\$ 683,083.81
Total Balance 1-31-22	\$ 1,385,433.96

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 12-31-21	\$ 68,323.34
Interest 1-1-22	\$ 6.89
Transfer to checking	<u>\$46,493.87</u>
Balance 1-31-22	<u>\$21,836.36</u>
	Average Weighted Yield 0.1390%
BurRec assessment 2022 not received	\$50,000.00
Balance will be 09/22	<u>\$71,836.36</u>

CLAIMS February 14, 2022

Rob Blick	\$ 168.73
Greg Hirai	\$ 142.99
Graham Hooper	\$ 167.77
DeWitt Marshall	\$ 135.97
Dave Ramseyer	\$ 157.62
Dan Shewmaker	\$ 167.19
SS Remittance	\$ 2,257.56
State Tax Commission	\$ 420.00
PERSI	\$ 1,787.18
Gallagher Benefit Administrators, Ins	\$ 32.00
Aberdeen Times	\$ 130.99
Barker Rosholt & Simpson	\$ 710.00
BurRec American Falls Dam O&M	\$ 749,728.90
BurRec Jackson Lake Dam O&M	\$ 8,028.35
City of Jerome	\$ 109.22
Falconburg, Debbie	\$ 188.62
Idaho Power	\$ 218.64
Mountain Home News	\$ 148.20
Power County Press	\$ 130.99
PMT	\$ 146.47
Precision Lawn & Landscape	\$ 200.00
State Insurance Fund	\$ 488.00
Times News	\$ 174.00
Western Waste Services	\$ 61.32
	<u>\$ 760,463.70</u> \$ 5,437.01

February 14, 2022

RESOLVED, That that certain agreement made and entered into by and between James Ray of Twin Falls County, State of Idaho, party/(ies) of the first part, and Clayton Nannini of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of January 12, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against the Twin Falls Heights Subdivision Lots Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), and Thirty-Four (34) in Section Thirteen (13), Township Eleven (11) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Eight and 50/100 (8.50) share of the stock of the Twin Falls Canal Company shall be chargeable against Northwest Quarter Southeast Quarter (NW1/4SE1/4) in Section Seventeen (17), Township Eleven (11) South, Range Eighteen (18) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

February 14, 2022

RESOLVED, That that certain agreement made and entered into by and between Tasha Azbill of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of January 6, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot Five (5), Block One (1) of McCollum Addition in Section One (1), Township Ten (10) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to None and 30/100 (0.30) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held As Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

February 14, 2022

RESOLVED, That that certain agreement made and entered into by and between John Craner for Ross Craner of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of December 22, 2021 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Northeast Quarter (NE1/4NE1/4) Lots One through Seven (1-7), Block 60 in Section Twenty-Nine (29), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian for the purchase of a waterright supplemental to None and 76/100 (0.76) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held As Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

February 14, 2022

RESOLVED, That that certain agreement made and entered into by and between Jeannine Bennett of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of December 23, 2021 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southwest Quarter Southwest Quarter (SW1/4SW1/4) Lot One (1), Block Five (5) of J.H. Boyd Subdivision in Section Six (6), Township Eleven (11) South, Range Twenty (20) East, Boise Meridian for the purchase of a waterright supplemental to None and 34/100 (0.34) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held As Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

February 14, 2022

RESOLVED, That that certain agreement made and entered into by and between James K Stuaffer & Dennis Stuaffer of Jerome County, State of Idaho, party/(ies) of the first part, Verl & Rosemary Merritt and of Jerome County, State of Idaho, party/(ies) of the second part, under date of January 12, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northwest Quarter Northwest Quarter (NW1/4NW1/4) in Section Seventeen (17), Township Eight (8) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Three and 00/100 (3.00) share of the stock of the North Side Canal Company shall be chargeable against Northwest Quarter Northwest Quarter (NW1/4NW1/4) in Section Seventeen (17), Township Eight (8) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

February 14, 2022

RESOLVED, That that certain agreement made and entered into by and between Triple N Farms, Joseph R Nelson & Bret L Nelson of Jerome County, State of Idaho, party/(ies) of the first part, Bret J & Laura L Nelson and of Jerome County, State of Idaho, party/(ies) of the second part, under date of January 10, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Fifteen and 50/100 (15.50) shares of the Northeast Quarter Northeast Quarter (NE1/4NE1/4), Two and 00/100 (2.00) shares of the Northwest Quarter Northeast Quarter (NW1/4NE1/4), Twenty-two and 50/100 (22.50) shares of the Southwest Quarter Northeast Quarter (SW1/4NE1/4), Five and 70/100 (5.70) shares of the Southwest Quarter Southeast Quarter (SW1/4SE1/4) in Section Sixteen (16), Township Ten (10) South, Range Twenty-One (21) East, Boise Meridian for the purchase of a waterright supplemental to Forty-five and 70/100 (45.70) share of the stock of the North Side Canal Company shall be chargeable against Two and 00/100 (2.00) shares of the Northeast Quarter Northwest Quarter (NE1/4NW1/4), Thirteen and 45/100 (13.45) shares of the Northwest Quarter Northwest Quarter (NW1/4NW1/4), Seven and 75/100 (7.75) shares of the Southwest Quarter Northwest Quarter (SW1/4NW1/4), Twenty-two and 50/100 (22.50) shares of the Southwest Quarter Southwest Quarter (SW1/4SW1/4) in Section Sixteen (16), Township Ten (10) South, Range Twenty-One (21) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

EXHIBIT "A"

TOWNSHIP 10 SOUTH, RANGE 21 EAST, BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 16: NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ & SW $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM that part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Beginning at the Northwest corner of said Section 16.,
Thence East 500.00 feet;
Thence South 500.00 feet;
Thence West 500.00 feet;
Thence North 500.00 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the following 2 tracts, Lying in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Tract No. 1:

Beginning at the Northwest corner of said NW $\frac{1}{4}$ of Section 16;
Thence South 0°17'50" West, 1948.66 feet along the Westerly boundary of said NW $\frac{1}{4}$ to the True Point of Beginning;
Thence South 0°17'50" West, 191.89 feet along the Westerly boundary of said NW $\frac{1}{4}$;
Thence South 85°35'40" East, 248.79 feet;
Thence North 0°08'57" West, 211.00 feet;
Thence South 89°59'57" West, 246.51 feet to the True Point of Beginning. (containing 1.144 ac. (±))

AND;

Tract No. 2

Beginning at the NW corner of Section 16, said corner marked by a $\frac{1}{2}$ " rebar;
Thence South 00°02'50" West for a distance of 1246.84 feet to the Point of Beginning;
Thence South 88°31'05" East for a distance of 25.05 feet to a $\frac{1}{2}$ " rebar;
Thence South 88°31'05" East for a distance of 220.66 feet to a $\frac{1}{2}$ " rebar;
Thence South 01°29'39" East for a distance of 189.68 feet to a $\frac{1}{2}$ " rebar;
Thence North 87°57'44" East (North 88°12'50" East, rec.) for a distance of 387.88 feet to a $\frac{1}{2}$ " rebar;
Thence North 87°57'44" East (North 88°12'50" East, rec.) for a distance of 19.52 feet to the centerline of an Irrigation Lateral;
Thence along the centerline of an Irrigation Lateral on the following courses and distances:
South 67°47'06" West for 30.92 feet;
South 64°12'02" West for 22.98 feet;
South 64°12'02" West for 193.79 feet;
South 66°31'43" West for 47.64 feet;
South 69°39'13" West for 144.33 feet;
South 70°12'59" West for 65.74 feet;
South 64°27'28" West for 56.99 feet;
South 55°24'03" West for 49.86 feet;
South 46°01'12" West for 67.57 feet;
South 30°20'15" West for 43.41 feet;
South 20°53'33" West for 22.00 feet;
South 44°39'16" West for 32.21 feet to a P.K. Nail on the West line Section 16;
Thence North 00°02'50" East along the West line of Section 16 for a distance of 559.65 feet to the Point of Beginning. (containing 2.93 ac. (±), of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ & .32 ac. (±), SW $\frac{1}{4}$ NW $\frac{1}{4}$).

EXHIBIT "A"

Township 8 South, Range 17 East, Boise Meridian, Jerome County

Section 17: NW $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM a parcel of land described as follows:

Beginning at the Northwest corner of Section 17;
Thence South 89°54'30" East, 1312.95 feet along the Section line to the TRUE POINT OF BEGINNING;
Thence South 0°01' West, 752.30 feet along the East boundary of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 17;
Thence South 88°46' West, 353.40 feet;
Thence North 0°01' East, 241.20 feet;
Thence North 88°46' East, 328.40 feet;
Thence North 0°01' East, 511.57 feet;
Thence South 89°54'30" East 25.00 feet along the North boundary of Section 17 to THE TRUE POINT
OF BEGINNING. (containing 2.39 ac. (±)).

EXHIBIT "B"

Township 8 South, Range 17 East, Boise Meridian, Jerome County

Section 17: Being a portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Beginning at the Northwest corner of Section 17;
Thence South 89°54'30" East, 1312.95 feet along the Section line to the TRUE POINT OF BEGINNING;
Thence South 0°01' West, 752.30 feet along the East boundary of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 17;
Thence South 88°46' West, 353.40 feet;
Thence North 0°01' East, 241.20 feet;
Thence North 88°46' East, 328.40 feet;
Thence North 0°01' East, 511.57 feet;
Thence South 89°54'30" East 25.00 feet along the North boundary of Section 17 to THE TRUE POINT
OF BEGINNING. (containing 2.39 ac. (±)).

- C. IWRB Upper Valley Small Scale Recharge Investigation
- D. Basin 37 Settlement
- E. IWUA Legislative Update
- F. Idaho Supreme Court Upholds Redistricting Plan
- G. WD1-Rental Pool Memo/Option #3 Approved
- H. C09/WD1 Annual Meeting-2/28 and 3/1

IV. Misc.

A. Other Articles

NEW BUSINESS

There being no further business to come before this Board the meeting adjourned.



President Dan Shewmaker



Secretary Debbie Falconburg

Jerome, Idaho
March 14, 2022

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 1035 North Lincoln, Jerome, Idaho March 14, 2022 at 10:00 A.M. with the following person present:

Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Greg Hirai	Member
Rob Blick	Member
Brad Shackelford	Member

Absent:

DeWitt Marshall	Member
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Attorney Travis Thompson and Secretary Debbie Falconburg were also present.

Secretary Debbie Falconburg informed the Board about former Director Clarence Schroeder's passing on February 14, 2022.

The meeting was called to order and conducted by President Shewmaker.

The minutes of the Board meeting February 14, 2022 were then approved with a motion by Director Dave Ramseyer, seconded by Director Graham Hooper.

The Secretary presented the Claims and March 14, 2022 Treasurer's Report to the Board. (See page 2)

Director Graham Hooper moved the Claims and Treasurer's Report be approved with the interest rate changed to the correct amount, seconded by Director Brad Shackelford. The motion passed.

TRANSFERS

Director Dave Ramseyer, seconded by Director Rob Blick approved five transfers from Twin Falls Canal Company with a motion. (Pages 3-5)

Director Graham Hooper, seconded by Director Greg Hirai approved one transfer from North Side Canal Company with a motion. (Page 5)

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

- I. Water Supply Outlook/SWE Map
 - A. BOR Reservoir Fill Prediction
 - B. 2003/2004/2005 Data
- II. State Issues

TREASURER'S REPORT

Cash Balance 02/28/2022	\$ 702,350.15
Transfer from 1230	\$ 73,000.00
Cash Receipts, February 2022	\$ 17,007.55
	<u>\$ 792,357.70</u>

Disbursements:

Claims 02/14/22	\$ 760,463.70
Farmer's Debit Card	\$ 168.37
Debbie Falconburg	\$ 3,778.36
Brandi Weston	\$ 2,449.66
Payroll Expenses	\$ 5,367.94
Total Distribution 02/28/22	<u>\$ 772,228.03</u>
Cash on Hand 02/28/22	<u>\$ 20,129.67</u> \$ 20,129.67

IDAHO STATE TREASURER LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Investment Pool #1230 01/31/22	\$ 683,083.61
Interest Credited 02/1/21	\$ 80.61
Transfer to Cash	\$ 73,000.00
Balance in Investment Pool #1230 02/28/22	<u>\$ 610,164.22</u>
Total Balance 02/28/22	<u>\$ 630,293.89</u>

Average Weighted Yield .197%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 01/31/22	\$ 21,836.87
Interest 2/1/22	\$ 4.35
Balance 2/28/19	<u>\$ 21,841.22</u>
 BurRec assessment 2022 not received	\$50,000.00
Balance will be 2022	<u>\$71,841.22</u>

CLAIMS March 14, 2022

Rob Blick	\$ 168.74
DeWitt Marshal	\$ 135.98
Dave Ramseyer	\$ 157.63
Brad Shackelford	\$ 264.67
Dan Shewmaker	\$ 167.20
SS Remittance	\$ 2,234.54
Idaho State Tax Commission	\$ 420.00
PERSI	\$ 1,787.18
Gallagher Benefit Administrators, Insurance	\$ 32.00
Barker, Rosholt, & Simpson LLP	\$ 829.80
City of Jerome	\$ 109.22
ICRMP	\$ 1,819.00
Idaho Power	\$ 216.03
Mikey's Refrigeration	\$ 75.00
PMT	\$ 146.47
	<u>\$ 3,195.52 \$ 5,367.94</u>

March 14, 2022

RESOLVED, That that certain agreement made and entered into by and between Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Darren Fair of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of March 8, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Buy/Share Program for the purchase of a waterright supplemental to One and 00/100 (1.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Northwest Quarter Southeast Quarter (NW1/4SE1/4), Lot Nine (9) of Carter Mini Ranches in Section Five (5), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

March 14, 2022

RESOLVED, That that certain agreement made and entered into by and between Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Connie Corbett and Dan Baxter of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of March 8, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Buy/Share Program for the purchase of a waterright supplemental to Two and 86/100 (2.86) share of the stock of the Twin Falls Canal Company shall be chargeable against Lot Seventeen (17) Carter Mini Ranches in Section Five (5), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

March 14, 2022

RESOLVED, That that certain agreement made and entered into by and between Fred Barnhill of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of February 16, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southeast Quarter Southeast Quarter Northeast Quarter Southeast Quarter (SE1/4SE1/4NE1/4SE1/4) in Section Sixteen (16), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian for the purchase of a waterright supplemental to Twenty-two and 81/100 (22.81) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held As Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

March 14, 2022

RESOLVED, That that certain agreement made and entered into by and between Rocky Matthews of Twin Falls County, State of Idaho, party/(ies) of the first part, and Southwest Irrigation District of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of February 8, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southwest Quarter Northeast Quarter (SW1/4NE1/4) in Section Eighteen (18), Township Eleven (11) South, Range Twenty (20) East, Boise Meridian for the purchase of a waterright supplemental to Twenty and 00/100 (20.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter Northwest Quarter (NE1/4NW1/4) in Section Fourteen (14), Township Eleven (11) South, Range Nineteen (19) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

March 14, 2022

RESOLVED, That that certain agreement made and entered into by and between Greg Hull of Twin Falls County, State of Idaho, party/(ies) of the first part, and Rock Creek Point of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of February 9, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southwest Quarter Southwest Quarter (SW1/4SW1/4) in Section Eleven (11), Township Ten (10) South, Range Sixteen (16) East, Boise Meridian for the purchase of a waterright supplemental to Twelve and 00/100 (12.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Northwest Quarter Northwest Quarter (NW1/4NW1/4) in Section Twenty-five (25), Township Nine (9) South, Range Sixteen (16) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents

March 14, 2022

RESOLVED, That that certain agreement made and entered into by and between Lynden and Lori Osborne of Gooding County, State of Idaho, party/(ies) of the first part, and LLO Properties, LLC of Gooding County, State of Idaho, party/(ies) of the second part, under date of February 11, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southeast Quarter Northeast Quarter (SE1/4NE1/4) in Section Eighteen (18), Township Seven (7) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to Three and 93/100 (3.93) share of the stock of the North Side Canal Company shall be chargeable against Northeast Quarter Southeast Quarter (NE1/4SE1/4) in Section Eighteen (18), Township Seven (7) South, Range Fourteen (14) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

EXHIBIT "A"

Township 7 South, Range 14 East, Boise Meridian, Gooding County, Idaho

Section 18: SE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM a parcel of land described as follows;

COMMENCING at the East 1/4 corner of the aforementioned Section 18, from which the Northeast section corner of the aforementioned Section 18, bears North 00°02'48" West, 2640.52 feet; THENCE South 89°49'51" West, 917.67 feet along and with the south line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the centerline of an irrigation lateral, and also the Southeast corner and the POINT OF BEGINNING; THENCE South 89°49'51" West, 397.22 feet continuing along and with the south line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the Southwest corner of same, and also the Southwest corner of the herein described tract; THENCE North 00°09'09" West, 1098.65 feet along and with the west line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the Northwest corner of the herein described tract; THENCE North 78°48'44" East, 53.89 feet to a point in the centerline of the aforementioned irrigation lateral; THENCE along and with the centerline of said irrigation lateral as follows:

South 15°19'43" West, 80.28 feet;
South 25°43'53" East, 43.83 feet;
South 70°34'58" East, 35.66 feet;
North 87°35'37" East, 154.92 feet;

THENCE South 13°59'52" East, 45.60 feet, leaving the aforementioned lateral; THENCE South 16°15'10" East, 336.64 feet; THENCE South 08°10'49" East, 396.14 feet to a point in-line with the centerline of the aforementioned irrigation lateral; THENCE South 00°08'35" West, 226.14 feet along and with the aforementioned centerline to the POINT OF BEGINNING. (containing 7.96 acres (\pm))

ALSO EXCEPTING that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, lying West of the center line of the North Side Canal more particularly described as follows:

Beginning at the Northwest corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 7 South, Range 14, East B.M., shall be the TRUE POINT OF BEGINNING; THENCE South 89°37'29" East, along the 16th section line for 267.67 feet to the center line of the NSCC canal; THENCE South 31°44'44" West along said center line for 205.69 feet to a point; THENCE South 76°42'10" West along said center line for 180.06 feet to a point on the 1/16th section line; THENCE North 0°27'26" East along said 1/16th section line for 218.19 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

Township 7 South, Range 14 East, Boise Meridian, Gooding County, Idaho

Section 18: a parcel of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

BEGINNING at the East 1/4 corner of the aforementioned Section 18, from which the Northeast section corner of the aforementioned Section 18, bears North 00°02'48" West, 2640.52 feet; THENCE South 00°03'13" East, 381.66 feet along and with the east line of Section 18 to the Southeast corner of the herein described tract; THENCE South 89°49'51" West, 832.34 feet; THENCE North 43°19'06" West, 125.95 feet to the centerline of an irrigation lateral; THENCE North 00°08'35" East, 289.78 feet along and with said centerline to the Northwest corner of the herein described tract; THENCE North 89°49'51" East, 917.67 feet to the Northeast corner to the TRUE POINT OF BEGINNING. (containing 7.96 acres (\pm))

- A. IWRB Upper Snake Advisory Meeting 3/11/22 Recharge Update
- B. IWUA Letter re HB679
- C. WD1-Rental Pool Procedures Change

NEW BUSINESS

The Board conducted the Annual Safety Meeting. No issues were found. After a discussion of forming a committee to be in charge of looking for properties to move the District Office and there being no further business to come before this Board the meeting adjourned.



President Dan Shewmaker



Secretary Debbie Falconburg

Jerome, Idaho
April 11, 2022

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 1035 North Lincoln, Jerome, Idaho April 11, 2022 at 10:00 A.M. with the following person present:

Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Rob Blick	Member
Greg Hirai	Member
DeWitt Marshall	Member
Brad Shackelford	Member

Attorney Travis Thompson and Secretary Debbie Falconburg were also present.

The meeting was called to order and conducted by President Shewmaker.

The minutes of the Board meeting March 14, 2022 were then approved with a motion by Director Dave Ramseyer, seconded by Director Graham Hooper.

The Secretary presented the Claims and April 11, 2022 Treasurer's Report to the Board. (See page 2)

Director Graham Hooper moved the Claims and Treasurer's Report be approved, seconded by Director Rob Blick. The motion passed.

TRANSFERS

Director Dave Ramseyer, seconded by Director Brad Shackelford approved five transfers from Twin Falls Canal Company with a motion. (Pages 3-5)

Director Rob Blick, seconded by Director Graham Hooper approved two transfers from North Side Canal Company with a motion. (Pages 5 & 6)

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

- I. Water Supply Outlook/WD1 Report
- II. Federal Issues
 - A. S. Ct Reinstates Trump CWA Rule Pending
 - B. White House CEQ Notice on Columbia River Basin ESA Issues
 - C. American Falls Spillway Update
- III. State/ Issues
 - A. IWRB Recharge Update
 - B. IWUA Legislative Update/IDWR Appropriations Bill

TREASURER'S REPORT

Cash Balance 3/31/22	\$ 20,129.67
Receipts March, 2022	\$ 5,700.70
	<u>\$ 25,830.37</u>

Disbursements:

Claims 3/14/22	\$ 3,195.52
Debbie Falconburg	\$ 3,778.36
Brandi Weston	\$ 2,449.66
Debit Card	\$ 118.93
Payroll Expenses	\$ 5,624.20
Total Distribution	\$ 15,166.67
Cash on Hand 03/31/22	\$ 10,663.70
	\$ 10,663.71

IDAHO STATE TREASURER LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Investment Pool #1230 2-28-22	\$ 610,164.22
Interest Credited 03-01-22	\$ 96.36
Balance Investment Pool#1230 03-31-22	\$ 610,260.58
Total Balance 03-31-22	\$ 620,924.29

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 2-28-22	\$ 21,841.22
Interest Credited 03-01-22	\$ 3.31
Ending Balance 3-31-22	\$ 21,844.53
Average Weighted Yield .1974%	
BurRec assessment 2022 not received	\$50,000.00
Balance will be 10/22	\$71,844.53

CLAIMS April 11, 2022

Rob Blick	\$ 168.73
Greg Hirai	\$ 143.00
Graham Hooper	\$ 226.28
Dave Ramseyer	\$ 157.62
Brad Shackleford	\$ 264.68
Dan Shewmaker	\$ 167.19
SS Remittance	\$ 2,257.52
Idaho State Tax Commission	\$ 420.00
PERSI	\$ 1,787.18
Gallagher Benefit Administrators, Insurance	\$ 32.00
Barker, Rosholt & Simpson LLP.	\$ 1,106.40
City of Jerome	\$ 109.22
Idaho Power	\$ 178.50
PMT	\$ 146.47
Safeguard	\$ 224.42
State of Idaho Dept. of Labor	\$ 99.72
	<u>\$ 1,864.73 \$ 5,624.20</u>

April 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Steve F Hepworth for Hepworth Family Landholdings of Twin Falls County, State of Idaho, party/(ies) of the first part, and City of Twin Falls of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of March 17, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Southeast Quarter (NE1/4SE1/4) in Section Thirty-two (32), Township Nine (9) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Ten and 69/100 (10.69) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter Southeast Quarter (NE1/4SE1/4), Federation Point Subdivision in Section Thirty-two (32), Township Nine (9) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

April 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Steve F Hepworth for Hepworth Family Landholdings of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of March 17, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Southeast Quarter (NE1/4SE1/4) in Section Thirty-two (32), Township Nine (9) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Five and 34/100 (5.34) share of the stock of the Twin Falls Canal Company shall be chargeable against To be held as Treasury Stock until resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

April 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Sundance Partners, LLC of Twin Falls County, State of Idaho, party/(ies) of the first part, and City of Twin Falls of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of March 8, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Six and No/100 (6.00) shares from the Southwest Corner (SW) Northwest Quarter (NW1/4) and Fourteen and 94/100 (14.94) shares from the Northeast Quarter Northwest Quarter Southeast Quarter Northwest Quarter (NE1/4NW1/4SE1/4NW1/4) in Section Thirty-three (33), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Twenty and 94/100 (20.94) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter Northwest Quarter (NE1/4NW1/4) Sundance Subdivision #3 in Section Thirty-three (33) Township Ten (10) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

April 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Randy Brown for Southwest Irrigation District of Twin Falls County, State of Idaho, party/(ies) of the first part, and Rocky Matthews of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of March 3, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Northwest Quarter (NE1/4NW1/4) in Section Fourteen (14), Township Eleven (11) South, Range Nineteen (19) East, Boise Meridian for the purchase of a waterright supplemental to Twenty and 00/100 (20.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Northeast Quarter (SW1/4NE1/4) in Section Eighteen (18), Township Eleven (11) South, Range Twenty (20) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

April 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Rod Kack & Marilyn Righetti of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 5, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against the Buy/Share program for the purchase of a waterright supplemental to Two and 95/100 (2.95) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter Southeast Quarter (NE1/4SE1/4) in Section Thirteen (13), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents

April 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Jim D Scarrow of Gooding County, State of Idaho, party/(ies) of the first part, and Triple S Farms, LLC of Gooding County, State of Idaho, party/(ies) of the second part, under date of March 22, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Thirteen and no/100 (13.00) shares from the Northwest Quarter Southwest Quarter (NW1/4SW1/4), Forty and no/100 (40.00) shares from the Southwest Quarter Southwest Quarter (SW1/4SW1/4), Thirty-seven and no/100 (37.00) shares from the Southeast Quarter Southwest Quarter (SE1/4SW1/4), and Three and no/100 (3.00) shares from the Southwest Quarter Southeast Quarter (SW1/4SE1/4) in Section Eleven (11), Township Eight (8) South, Range Fifteen (15) East, Boise Meridian for the purchase of a waterright supplemental to Ninety-three and 00/100 (93.00) share of the stock of the North Side Canal Company shall be chargeable against Nine and no/100 (9.00) shares to Northeast Quarter Southeast Quarter (NE1/4SE1/4), Twenty-eight and no/100 (28.00) shares to Northwest Quarter Southeast Quarter (NW1/4SE1/4), Twenty-eight and no/100 (28.00) shares to Southwest Quarter Southeast Quarter (SW1/4SE1/4), and Twenty-eight and no/100 (28.00) to Southeast Quarter Southeast Quarter (SE1/4SE1/4) in Section Sixteen (16), Township Eight (8) South, Range Fifteen (15) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

EXHIBIT "A"

TOWNSHIP 8 SOUTH, RANGE 13 EAST, BOISE MERIDIAN, GOODING COUNTY IDAHO

Section 11: A tract of land in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at a point on the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, 180.00 feet South of the Northwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence Southeasterly along the course of a private irrigation ditch as now constructed to a point approximately 200.00 feet East of said West line;
Thence following said ditch Southerly and thence Southwesterly a point on said West line 230.00 feet North of the Southwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North along said West line to THE POINT OF BEGINNING.

EXCEPTING a parcel of land in the S $\frac{1}{4}$ SW $\frac{1}{4}$, described following:

Beginning at the Southeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11;
Thence North 230.00 feet to said private ditch;
Thence following the course of said ditch Westerly about 438.00 feet;
Thence following said ditch Southerly about 230.00 feet to the South line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence East along said South line a distance of about 438 feet to THE POINT OF BEGINNING.

April 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Jim D Scarrow of Gooding County, State of Idaho, party/(ies) of the first part, and Triple S Farms, LLC of Gooding County, State of Idaho, party/(ies) of the second part, under date of March 22, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Twenty-four and 75/100 (24.75) shares from the Northeast Quarter Northwest Quarter (NE1/4NW1/4), Five and 75/100 (5.75) shares from the Northwest Quarter Northwest Quarter (NW1/4NW1/4), Twenty-eight and 75/100 (28.75) shares from the Southwest Quarter Northwest Quarter (SW1/4NW1/4), and Forty-Three and 75/100 (43.75) shares from the Southeast Quarter Northwest Quarter (SE1/4NW1/4) in Section Fourteen (14), Township Eight (8) South, Range Fifteen (15) East, Boise Meridian for the purchase of a waterright supplemental to One hundred and three and 00/100 (103.00) share of the stock of the North Side Canal Company shall be chargeable against Twenty-eight and no/100 (28.00) shares to Northeast Quarter Northeast Quarter (NE1/4NE1/4), Twenty-eight and no/100 (28.00) shares to Southwest Quarter Northeast Quarter (SW1/4NE1/4), Twenty-eight and no/100 (28.00) shares to Southeast Quarter Northeast Quarter (SE1/4NE1/4), and Nineteen and no/100 (19.00) to Northeast Quarter Southeast Quarter (NE1/4SE1/4) in Section Sixteen (16), Township Eight (8) South, Range Fifteen (15) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

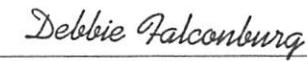
- C. IGWA 2021 Performance Report
- D. Co9 Tribal Rights/Reservoir Ops Meetings 4/11 (Hampton Inn-Burley)
- E. Co9 Meeting Wednesday 4/13 At 10:00 a.m. (Pocatello Airport)

NEW BUSINESS

There being no further business to come before this Board the meeting adjourned.



President Dan Shewmaker



Secretary Debbie Falconburg

Jerome, Idaho
May 9, 2022

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 1035 North Lincoln, Jerome, Idaho May 9, 2022 at 10:00 A.M. with the following person present:

Dan Shewmaker	President
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Rob Blick	Member
DeWitt Marshall	Member
Brad Shackelford	Member

Absent:

Greg Hirai	Member
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Attorney Travis Thompson and Secretary Debbie Falconburg were also present. Guest Fran Florence was present.

The meeting was called to order and conducted by President Shewmaker.

The minutes of the Board meeting April 11, 2022 were than approved with a motion by Director Dave Ramseyer, seconded by Director Graham Hooper.

The Secretary presented the Claims and May 9, 2022 Treasurer's Reports to the Board. (See page 2)

Director Graham Hooper moved the Claims and Treasurer's Reports be approved, seconded by Director DeWitt Marshall. The motion passed.

TRANSFERS

Director Dave Ramseyer, seconded by Director Rob Blick approved 13 transfers from Twin Falls Canal Company with a motion. (Pages 3-9)

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

- I. Water Supply Outlook/WD1 Report
- II. Federal Issues
 - A. Groups Submit Letter Opposing Breaching Study
 - B. Gillnet Periods Rescinded After Too Many Upriver Chinook Caught
 - C. Columbia-Snake Irrigators Proposed 2 Dam Drawdown Option
- III. State Issues
 - A. Governor and Director Drought Declaration for 34 Counties
 - B. IDWR Flood Management Grants/Criteria for ARPA Funds
 - C. Director Steps 1-3 Order on SWC Call/Curtailment Order
 - D. Upper Snake Advisory Committee-5/13 at 9:00 a.m.

TREASURER'S REPORT

Cash Balance 03/31/22	\$ 10,663.71
May Receipts	\$ 6,161.36
	<u>\$ 16,825.07</u>

Disbursements:

Claims 04/08/22	\$ 1,864.73
Debbie Falconburg	\$ 3,778.37
Brandi Weston	\$ 2,449.66
USPS PO Box	\$ 332.00
Debit Card	\$ 382.14
Payroll Expenses	\$ 5,753.26
Total Distribution	\$ 14,560.16
Cash on Hand 04/30/22	\$ 2,264.91
	\$ 2,264.90

IDaho STATE TREASURER LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Investment P001 #1230 3/31/22:	\$ 610,260.78
Interest Credited 04/01/22	\$ 117.19
Balance in Account #1230 04/30/22	\$ 610,377.97
Total Balance 04/30/22	\$ 612,642.87

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 03/31/22	\$ 21,844.02
Interest 04/01/22	\$ 4.19
Balance 04/30/22	\$ 21,848.21

BurRec assessment 2022 not received	\$50,000.00
Balance will be 10/22	\$ 71,848.21

Average Weighted Yield 0.2261%

CLAIMS May 09, 2022

Rob Blick	\$ 168.74
Greg Hirai	\$ 142.99
Graham Hooper	\$ 167.77
DeWitt Marshall	\$ 135.97
Dave Ramseyer	\$ 157.63
Brad Shackleford	\$ 264.67
Dan Shewmaker	\$ 167.20
SS Remittance	\$ 2,280.46
State Tax Commission	\$ 420.00
PERSI	\$ 1,815.83
Gallagher Benefit Administrators, Insurance	\$ 32.00
Barker, Rosholt & Simpson LLP.	\$ 697.20
City of Jerome	\$ 109.22
Costco	\$ 60.00
Idaho Power	\$ 114.61
PMT telephone	\$ 146.47
Wells Fargo safety deposit box	\$ 65.00
Western Wasteservices	\$ 66.17
	<u>\$ 1,258.67</u>
	<u>\$ 5,753.26</u>

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Reese & Lisa Marshall of Twin Falls County, State of Idaho, party/(ies) of the first part, and Reese & Lisa Marshall of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 20, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Northeast Quarter (NE1/4NE1/4) in Section Twelve (12), Township Ten (10) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to Two and 00/100 (2.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Northwest Quarter Southeast Quarter Northwest Quarter (SW1/4NW1/4SE1/4NW1/4) in Section Twenty-six (26), Township Nine (9) South, Range Fifteen (15) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Adam Machado of Twin Falls County, State of Idaho, party/(ies) of the first part, and J. Mike & Beth Cothorn of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 15, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Northeast Quarter Southeast Quarter Northeast Quarter (NE1/4NE1/4SE1/4NE1/4) in Section Nine (9), Township Eleven (11) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to Nine and 66/100 (9.66) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Northwest Quarter (SW1/4NW1/4) in Section Ten (10), Township Eleven (11) South, Range Fourteen (14) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Adam Machado of Twin Falls County, State of Idaho, party/(ies) of the first part, and Adam Machado of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 15, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Northeast Quarter Southeast Quarter Northeast Quarter (NE1/4NE1/4SE1/4NE1/4) in Section Nine (9), Township Eleven (11) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to Eighteen and 64/100 (18.64) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Northwest Quarter Southeast Quarter Northwest Quarter Northwest Quarter Southwest Quarter Southwest Quarter Northeast Quarter Southwest Quarter (SW1/4NW1/4SE1/4NW1/4SW1/4NE1/4SW1/4) in Section Ten (10), Township Eleven (11) South, Range Fourteen (14) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Todd Blass for Incom Development Co of Twin Falls County, State of Idaho, party/(ies) of the first part, and Luisa Basabe of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 13, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southwest Quarter Northwest Quarter Southeast Quarter Northwest Quarter (SW1/4NW1/4SE1/4NW1/4) in Section Twenty-four (24), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Eight and 47/100 (8.47) share of the stock of the Twin Falls Canal Company shall be chargeable against Northwest Quarter Southwest Quarter (NW1/4SW1/4) in Section Sixteen (16), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Todd Blass for Pelican Development LLC of Twin Falls County, State of Idaho, party/(ies) of the first part, and Luisa Basabe of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 13, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot Two (2) Northwest Quarter Northeast Quarter (NW1/4NE1/4) in Section Five (5), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Two and 50/100 (2.50) share of the stock of the Twin Falls Canal Company shall be chargeable against Northwest Quarter Southwest Quarter (NW1/4SW1/4) in Section Sixteen (16), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Todd Blass for Pelican Development of Twin Falls County, State of Idaho, party/(ies) of the first part, and Mary Anna Ball of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 13, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot Two (2) Northwest Quarter Northeast Quarter (NW1/4NE1/4) in Section Five (5), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Two and 50/100 (2.50) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Southeast Quarter Southeast Quarter (SW1/4SE1/4SE1/4) in Section Eleven (11), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Todd Blass for Incom Development Co of Twin Falls County, State of Idaho, party/(ies) of the first part, and Mary Anna Ball of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 13, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southwest Quarter Northwest Quarter Southeast Quarter Northwest Quarter (SW1/4NW1/4SE1/4NW1/4) in Section Twenty-four (24), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Eight and 47/100 (8.47) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Southeast Quarter Southeast Quarter (SW1/4SE1/4SE1/4) in Section Eleven (11), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Ronald Carr of Twin Falls County, State of Idaho, party/(ies) of the first part, and Bill D Groves of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 13, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northwest Quarter Northwest Quarter (NW1/4NW1/4) in Section Thirty-six (36), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Five and No/100 (5.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Northwest Quarter Northwest Quarter (NW1/4NW1/4) in Section Thirty-six (36), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Ronald Carr of Twin Falls County, State of Idaho, party/(ies) of the first part, and Kathleen Ida Meyer of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 13, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northwest Quarter Northwest Quarter (NW1/4NW1/4) in Section Thirty-six (36), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Four and No/100 (4.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Northwest Quarter (SW1/4NW1/4) in Section Thirty-six (36), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Gerald Martens of Twin Falls County, State of Idaho, party/(ies) of the first part, and Casey & Carly Walton of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 12, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southwest Quarter Southeast Quarter (SW1/4SE1/4) in Section Twenty-eight (28), Township Ten (10) South, Range Sixteen (16) East, Boise Meridian for the purchase of a waterright supplemental to One and 84/100 (1.84) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Southeast Quarter (SW1/4SE1/4) in Section Twenty-eight (28), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Evan Robertson for North Haven Business Park, Inc of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 18, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot Two (2), Northwest Quarter Northeast Quarter (NW1/4NE1/4) in Section Five (5), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Eight and 00/100 (8.00) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held As Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Jim Hibler for J.S.L Leasing of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 21, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Northeast Quarter (NE1/4NE1/4) in Section Twenty-three (23), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Five and 00/100 (5.00) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held As Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

May 9, 2022

RESOLVED, That that certain agreement made and entered into by and between Gerald Martens of Twin Falls County, State of Idaho, party/(ies) of the first part, and City of Twin Falls of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 12, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northwest Corner Northwest Quarter (NWNW1/4) in Section Twenty-eight (28), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to One and 41/100 (1.41) share of the stock of the Twin Falls Canal Company shall be chargeable against Northwest Corner Northwest Quarter (NWNW1/4) Calastoga Springs in Section Twenty-eight (28), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

E. Co9 Meeting Monday 5/16 at 1:30 p.m. (Pocatello Airport)
F. IWUA Law Seminar-June 6/7 (Sun Valley Resort)

NEW BUSINESS

The Secretary presented the 2022-2023 Budget Forecast. After a lengthy discussion Director Graham Hooper moved to table the Budget until June's Board Meeting, invite the Bureau of Reclamation to attend June's Meeting for further clarification, and Secretary Debbie Falconburg to calculate what an increase might be needed, seconded by Director Brad Shackelford. The motion passed.

There being no further business to come before this Board the meeting adjourned...



President Dan Shewmaker



Secretary Debbie Falconburg

Jerome, Idaho
June 13, 2022

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 1035 North Lincoln, Jerome, Idaho June 13, 2022 at 10:12 A.M. with the following person present:

Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Rob Blick	Member
DeWitt Marshall	Member
Brad Shackelford	Member
 Absent	
Greg Hirai	Member

Attorney Travis Thompson, Ryan Bliss, Nicole Carson, and Amber Wageman from the Upper Snake Field Office with the Bureau of Reclamation and Secretary Debbie Falconburg was also present.

The meeting was called to order and conducted by President Dan Shewmaker.

The minutes of the Board meeting May 9, 2022 were than approved with a motion by Director Dave Ramseyer, seconded by Director Graham Hooper.

The Secretary presented the Claims and June 13, 2022 Treasurer's Report to the Board. (See page 2)

BUREAU OF RECLAMATION

Ryan Bliss, Nicole Carson, and Amber Wageman presented information and answered question from the Board of Directors concerning the Spillway project, 2023's estimated costs, and Operation & Maintenance 5-Year Project Outlooks. After a very informative and helpful presentation, the presentation was concluded. An annual meeting with Bureau of Reclamation in the Upper Snake Field Office was suggested. Secretary Debbie Falconburg was instructed to communicate with the Upper Snake Field Office to settle on a date. They left the meeting at 11:17 a.m.

TRANSFERS

Director Dave Ramseyer, seconded by Director Graham Hooper approved four transfers from Twin Falls Canal Company with a motion. (Pages 3-4)

Director Rob Blick, seconded by Director Brad Shackelford approved five transfers from Aberdeen Springfield Canal Company with a motion. (Pages 5 -7)

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

- I. Water Supply Outlook/WDI & BOR Reports
 - A. U.S. Sues IDWR re: Stockwater Legislation

TREASURER'S REPORT

Cash Balance 4-30-22	\$ 2,264.90
Transfer from 1230	\$ 15,000.00
Receipts May, 2022	\$ 7,305.80
	<u>\$ 24,570.70</u>

Disbursements:

Claims May 9, 2022	\$ 1,258.67
Debbie Falconburg	\$ 3,778.36
Brandi Weston	\$ 2,421.51
Debit Card	\$ 96.88
Payroll Expenses	\$ 5,608.68
Total Distribution	\$ 13,164.10
Cash on Hand May 31, 2022	\$ 11,406.60
	\$ 11,406.61

IDAHO STATE TREASURER LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Investment Pool #1230 04/30/	\$ 610,377.97
Interest Credited 5/01/22	\$ 204.34
Transfer to checking	\$ 15,000.00
Balance in Investment Pool#1230	\$ 595,582.31
Total Balance 5-31-22	\$ 595,582.31
	\$ 606,988.92

average weighted yield .6315%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 04-30-22	\$ 21,848.21
Interest 5-01-22	\$ 7.31
Balance 5-31-22	\$ 21,855.52
 BurRec assessment 2022 not received	\$ 50,000.00
Balance will be	<u>\$ 71,855.52</u>

Claims June 9, 2022

Rob Blick	\$ 168.73
Graham Hooper	\$ 167.78
DeWitt Marshall	\$ 135.98
Dave Ramseyer	\$ 157.62
Brad Shackelford	\$ 264.68
Dan Shewmaker	\$ 167.19
SS Remittance	\$ 2,307.52
Idaho State Tax	\$ 420.00
PERSI	\$ 1,787.18
Gallagher Benefit Administrators, Insurance	\$ 32.00
Barker, Rosholt & Simpson LLP.	\$ 831.00
BNC-Backflow Testing	\$ 40.00
City of Jerome	\$ 109.22
Hager, Byron A	\$ 450.00
Idaho Power	\$ 93.70
PMT	\$ 146.47
US Post Office postage	\$ 116.00
	\$ 1,786.39
	\$ 5,608.68

American Falls Reservoir MP Allocation (5664/AUC)

	%	<i>Cost breakout</i>	
Enter Total Project Cost Here >>>>>>>>>>		\$ 968,000.00	
Federal	41.50%	\$	401,720.00
Water Users	58.50%	\$	566,280.00

Water User Breakout

A & B IRRIGATION DISTRICT	0.026704	\$	15,121.94
ABERDEEN-SPRINGFIELD CANAL CO.	0.018276	\$	10,349.33
AMERICAN FALLS RES	0.254198	\$	143,947.24
AMERICAN FALLS RES #2	0.224438	\$	127,094.75
LLOYD BROWN	0.000107	\$	60.59
ARTESIAN IRRIGATION, INC.	0.001593	\$	902.08
BUREAU OF INDIAN AFFAIRS	0.026764	\$	15,155.92
BLACKFOOT IRRIG. CO.	0.007161	\$	4,055.13
BURGESS CANAL & IRRIGATING CO.	0.005328	\$	3,017.14
BURLEY IRRIGATION DISTRICT	0.088621	\$	50,184.30
BUTTE AND MARKET LAKE CANAL CO.	0.002618	\$	1,482.52
CLEMENT BROTHERS PRODUCE	0.000040	\$	22.65
CORBETT SLOUGH DITCH COMPANY	0.001905	\$	1,078.76
DILTS IRRIGATION CO., LTD.	0.000497	\$	281.44
ENTERPRIZE CANAL CO., LTD.	0.005007	\$	2,835.36
ENTERPRISE IRRIGATION DIST.	0.005716	\$	3,236.86
FALLS IRRIGATION DISTRICT	0.013074	\$	7,403.54
HARRISON CANAL AND IRRIGATION CO	0.006747	\$	3,820.69
HILLSDALE IRRIGATION DISTRICT	0.023087	\$	13,073.71
IDAHO IRRIGATION DISTRICT	0.012855	\$	7,279.53
IDAHO POWER COMPANY	0.071388	\$	40,425.60
LENROOT CANAL COMPANY	0.002170	\$	1,228.83
MILNER IRRIGATION DISTRICT	0.025635	\$	14,516.59
MINIDOKA IRRIGATION DISTRICT	0.046887	\$	26,551.17
NEW SWEDEN IRRIGATION DISTRICT	0.015564	\$	8,813.58
NORTH SIDE CANAL COMPANY, LTD.	0.066422	\$	37,613.45
OSGOOD CANAL COMPANY	0.002242	\$	1,269.60
PEOPLES CANAL AND IRRIGATION CO.	0.012016	\$	6,804.42
POPLAR IRRIGATION DISTRICT	0.000378	\$	214.05
PROGRESSIVE IRRIGATION DISTRICT	0.007005	\$	3,966.79
REID CANAL COMPANY	0.001430	\$	809.78
RUDY IRRIGATION CANAL COMPANY, I	0.001486	\$	841.49
SALMON RIVER CANAL CO., LTD.	0.003717	\$	2,104.86
SNAKE RIVER VALLEY IRRIGATION DIST	0.014795	\$	8,378.11
THE UNITED CANAL COMPANY (FKA T	0.000737	\$	417.35
WOODVILLE CANAL COMPANY	0.003392	\$	1,920.82

American Falls Dam MP Allocation (5664/AUC)

	%	Cost breakout	
Enter Total Project Cost Here >>>>>>>>>>		\$ 3,300,000.00	
Federal	27.81%	\$ 917,565.00	
Idaho Power Portion	33.00%	\$ 1,089,000.00	
Water Users	39.20%	\$ 1,293,435.00	

Water User Breakout

A & B IRRIGATION DISTRICT	0.026704	\$ 34,539.89
ABERDEEN-SPRINGFIELD CANAL CO.	0.018276	\$ 23,638.82
AMERICAN FALLS RES	0.254198	\$ 328,788.59
AMERICAN FALLS RES #2	0.224438	\$ 290,295.96
LLOYD BROWN	0.000107	\$ 138.40
ARTESIAN IRRIGATION, INC.	0.001593	\$ 2,060.44
BUREAU OF INDIAN AFFAIRS	0.026764	\$ 34,617.49
BLACKFOOT IRRIG. CO.	0.007161	\$ 9,262.29
BURGESS CANAL & IRRIGATING CO.	0.005328	\$ 6,891.42
BURLEY IRRIGATION DISTRICT	0.088621	\$ 114,625.50
BUTTE AND MARKET LAKE CANAL CO.	0.002618	\$ 3,386.21
CLEMENT BROTHERS PRODUCE	0.000040	\$ 51.74
CORBETT SLOUGH DITCH COMPANY	0.001905	\$ 2,463.99
DILTS IRRIGATION CO., LTD.	0.000497	\$ 642.84
ENTERPRIZE CANAL CO., LTD.	0.005007	\$ 6,476.23
ENTERPRISE IRRIGATION DIST.	0.005716	\$ 7,393.27
FALLS IRRIGATION DISTRICT	0.013074	\$ 16,910.37
HARRISON CANAL AND IRRIGATION CO	0.006747	\$ 8,726.81
HILLSDALE IRRIGATION DISTRICT	0.023087	\$ 29,861.53
IDAHO IRRIGATION DISTRICT	0.012855	\$ 16,627.11
IDAHO POWER COMPANY	0.071388	\$ 92,335.74
LENROOT CANAL COMPANY	0.002170	\$ 2,806.75
MILNER IRRIGATION DISTRICT	0.025635	\$ 33,157.21
MINIDOKA IRRIGATION DISTRICT	0.046887	\$ 60,645.29
NEW SWEDEN IRRIGATION DISTRICT	0.015564	\$ 20,131.02
NORTH SIDE CANAL COMPANY, LTD.	0.066422	\$ 85,912.54
OSGOOD CANAL COMPANY	0.002242	\$ 2,899.88
PEOPLES CANAL AND IRRIGATION CO.	0.012016	\$ 15,541.91
POPLAR IRRIGATION DISTRICT	0.000378	\$ 488.92
PROGRESSIVE IRRIGATION DISTRICT	0.007005	\$ 9,060.51
REID CANAL COMPANY	0.001430	\$ 1,849.61
RUDY IRRIGATION CANAL COMPANY, I	0.001486	\$ 1,922.04
SALMON RIVER CANAL CO., LTD.	0.003717	\$ 4,807.70
SNAKE RIVER VALLEY IRRIGATION DIST	0.014795	\$ 19,136.37
THE UNITED CANAL COMPANY (FKA Tr	0.000737	\$ 953.26
WOODVILLE CANAL COMPANY	0.003392	\$ 4,387.33



— BUREAU OF —
RECLAMATION

Operations & Maintenance

5-Year Project Outlook Meeting

June 2022



— BUREAU OF —
RECLAMATION

Agenda

- Water Outlook
- BIL and other Funding Opportunities
- 5-year Project Outlook
- Budget Meeting & USFO Tour Dates

BIL Section 40901(2) Aging Infrastructure

\$3,200,000,000 for the Aging Infrastructure Account established by subsection (d)(1) of section 9603 of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 510b), to be made available for [XM] activities in accordance with that subsection:

- (A) \$100,000,000 ... available for Bureau of Reclamation reserved or transferred works that have suffered a critical failure, IAW section 40904(a); and
- (B) \$100,000,000 ... available for the rehabilitation, reconstruction, or replacement of a dam in accordance with section 40904(b)

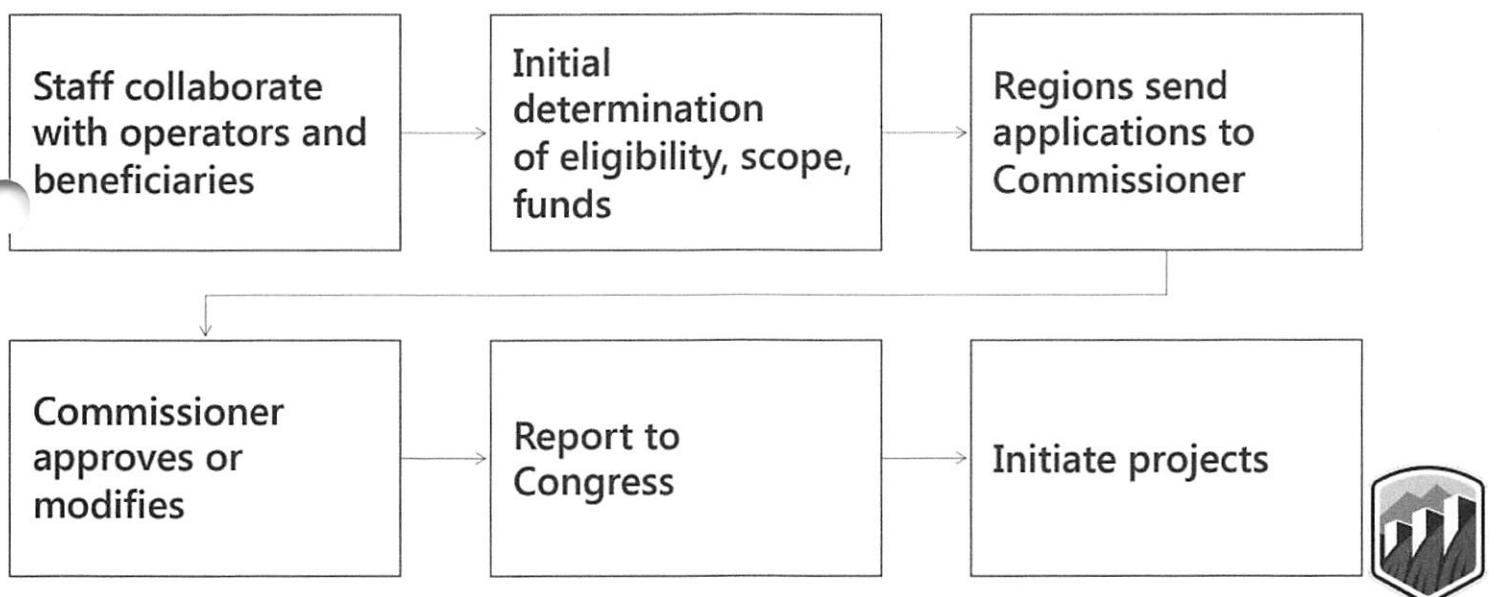


BIL Section 40901(2) – Aging Infrastructure

- Application for use of funds from Account required by law
- Addition to regular appropriations and "old" process
- Application process described in major revisions to PEC 05-03



Aging Infrastructure Process





— BUREAU OF —
RECLAMATION

December 16, 2021

1st XM Application Period Begins

January 31, 2022

1st XM Application Period Ends

February/March 2022

XM Application Review

April 2022

Project Approval and Transmit Report to Congress

May 2022

Funding Selection Announcement

September 2022

MR&R Data due for Transparency Act Report to Congress

October 2022

2nd Annual XM Application Process Opens

March 2023

Asset Management Report to Congress Due

XM Application Content

Content – Reserved and Transferred Works

Project Description

Funds Requested

Repayment period requested

Alternative non-Federal funding options evaluation

Financial justification for extended repayment period request

At least one year of the financial records of entity responsible for repayment

Environmental compliance required before the project commences

Level of cost estimate



Planning for FY 2023-2026

- Aging Infrastructure can be used for both transferred works and reserved works projects
 - Reserved works: Consider 5-year project outlook presented today ahead of the Annual Spaceholder Budget Meeting (August 2022) and for future years
- Reclamation will schedule work sessions with the requester to prepare the aging infrastructure applications
- FY2023 Application Period: October 2022 – December 31, 2022
- Columbia-Pacific Northwest Region to offer an informational meeting on the Buy America Act and Davis-Bacon wage requirements in June 2022



BIL Resources

- [Bipartisan Infrastructure Law | Bureau of Reclamation \(usbr.gov\)](#)
- [Frequently Asked Questions, Bipartisan Infrastructure Law \(usbr.gov\)](#)

 [H.R.3684 - 117th Congress \(2021-2022\): Infrastructure Investment and Jobs Act | Congress.gov | Library of Congress](#)

- [Reclamation Manual PEC 05-03 Extended Repayment of Extraordinary Maintenance Subject \(usbr.gov\)](#)
- [WaterSMART | Bureau of Reclamation \(usbr.gov\)](#)



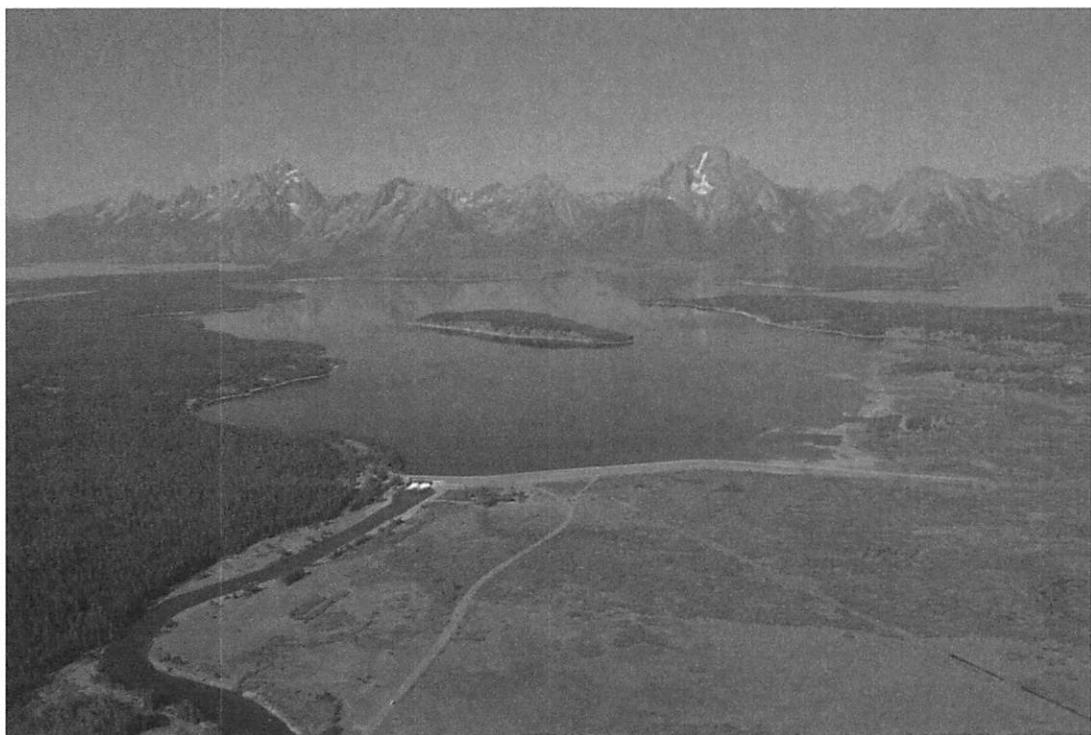


— BUREAU OF —
RECLAMATION

Questions

- Nicole Carson, Planning & Project Mgmt. Manager, ncarson@usbr.gov or 208-431-5589
- Ryan Bliss, O&M Manager, rbliss@usbr.gov or 208-678-0461 x20
- USBR.BIL@USBR.GOV

Jackson Lake Dam



Jackson Lake Dam – 5-Year Outlook

Year	Project	Estimated Cost
2023	Jackson Stairway	\$20,000
2023	Replacement of roofs on buildings	\$75,000
2023	Gate Frame Repair #7 & 19 (In-house Repairs)	\$20,000
2023	Jackson Dam Downstream Apron Undercutting Dive	\$10,000
2024	Replacement of roofs on buildings	\$50,000
2024	Gate Frame Repair #7 & 19 (In-house Repairs)	\$20,000
2024	Electrical Operator Control Cabinet Replacement (Acquisition)	\$85,000
2024-2026	Gate Frame Repair (multi-year)(lower fillets)	\$45,000/yr
2025	Gate Frame Repair #7 & 19 (In-house Repairs)	\$80,000
2025	Electrical Operator Control Cabinet Replacement (Installation)	\$70,000
2026	Gate Frame Repair #7 & 19 (Acquisitions)	\$150,000
2026	Spillway Concrete Repairs (Design)	TBD
2027	Gate Frame Repair #7 & 19 (Construction)	\$165,000
TBD	Radial Gate Replacements	TBD
TBD	Remodel of dam tender's house	TBD

- Estimates above represent full cost, not just spaceholder portion



Jackson Lake Dam: 5-Year Budget Projections

Year	Base	Non-Routine	Total Spaceholder Costs
2023	\$565,000	\$105,000	\$418,250
2024	\$572,000	\$200,000	\$482,000
2025	\$589,000	\$195,000	\$490,125
2026	\$607,000	\$195,000	\$454,375
2027	\$625,000	\$165,000	\$540,625

- All costs are estimates and will be updated annually and are to be used for budgetary purposes only.
- Base costs are estimated using a 3% escalation from previous yearly trends



American Falls Dam



American Falls Dam – 5-Year Outlook

Year	Project	Estimated Cost
2023	Spillway Apron and Stilling Basin Concrete Repairs (Closeout)	\$1,804,000
2023	Trunnion Pin Replacement (Contracting IAA w/ TVA)	\$1,300,000
2023-2027	Guard Gate Frame Inspection/Repair	\$10,000
2024-2026	Trunnion Pin Replacement (Construction)	TBD
2024	Powerplant Intake Metal Work Replacement (Design)	\$200,000
2025	Powerplant Intake Metal Work Replacement (Acquisitions)	\$185,000
2025	Repair/Replace Powerplant Fixed Wheel Gate Operators (Design)	\$160,000
2026	Powerplant Intake Metal Work Replacement (Construction)	\$255,000
2026	Repair/Replace Powerplant Fixed Wheel Gate Operators (Acquisition)	\$1,265,000
2027	Powerplant Intake Metal Work Replacement (Closeout)	\$40,000
2027-2028	Repair/Replace Powerplant Fixed Wheel Gate Operators (Construction)	\$1,100,000/yr

- Estimates above represent full cost, not just spaceholder portion



American Falls Dam – 5-Year Budget Projections

Year	Base	Non-Routine	Total Spaceholder Costs	Idaho Power Total
2023	\$1,572,000	\$2,189,000	\$1,812,900	\$1,049,300
2024	\$1,649,000	\$3,664,000	\$2,163,900	\$1,330,300
2025	\$1,667,000	\$2,285,000	\$1,830,600	\$1,036,300
2026	\$1,718,000	\$2,726,000	\$1,501,900	\$746,300
2027	\$1,770,000	\$1,150,000	\$1,505,900	\$731,300

- All costs are estimates and will be updated annually and are to be used for budgetary purposes only.
- Base costs are estimated using a 3% escalation from previous yearly trends



June 13, 2022

RESOLVED, That that certain agreement made and entered into by and between Amalgamated Sugar Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Amalgamated Sugar Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of May 10, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Five and No/100 shares (5.00) from Northwest Quarter Northwest Quarter (NW1/4NW1/4) in Section Ten (10), Township Ten (10) South, Range Seventeen (17) East, Two and 65/100 (2.65) shares from Southeast Quarter Southeast Quarter (SE1/4SE1/4) and Four and 14/100 (4.14) shares from Southeast Quarter Southeast Quarter (SE1/4SE1/4) in Section Ten (10) Township Ten (10) South, Range Sixteen East, Boise Meridian for the purchase of a waterright supplemental to Eleven and 79/100 (11.79) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Northwest Quarter (SW1/4NW1/4) in Section Twenty-five (25), Township Ten (10) South, Range Sixteen East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

June 13, 2022

RESOLVED, That that certain agreement made and entered into by and between Mark & Ann Lively for Moon Glo Village & Farms of Twin Falls County, State of Idaho, party/(ies) of the first part, and Mark & Ann Lively County, State of Idaho, party/(ies) of the second part, under date of May 10, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Part of Government Lot Three (3) Northeast Quarter Northwest Quarter (NE1/4NW1/4) in Section One (1), Township Ten (10) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to Three and 00/100 (3.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter Northeast Quarter (NE1/4NE1/4) in Section Eleven (11), Township Ten (10) South, Range Fourteen (14) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

June 13, 2022

RESOLVED, That that certain agreement made and entered into by and between Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Thad & Kendra Hull County, State of Idaho, party/(ies) of the second part, under date of May 10, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Buy/Share Program for the purchase of a waterright supplemental to Twenty-two and 00/100 (22.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Southeast Quarter Southeast Quarter (SE1/4SE1/4) in Section Thirty-six (36), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

June 13, 2022

RESOLVED, That that certain agreement made and entered into by and between Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Dennis & Sherri Mia County, State of Idaho, party/(ies) of the second part, under date of May 10, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Buy/Share Program for the purchase of a waterright supplemental to Two and 00/100 (2.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Southeast Quarter Northeast Quarter (SE1/4NE1/4) in Section Twenty-one (21), Township Ten (10) South, Range Sixteen (16) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

June 13, 2022

RESOLVED, That that certain agreement made and entered into by and between Ralph Klassen Farms of Bingham County, State of Idaho, party/(ies) of the first part, and Kevin and Corinna Klassen of Bingham County, and Neil & Elizabeth Brown of Bingham County, State of Idaho, party/(ies) of the second part, under date of June 4, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot Two of Southeast Quarter (SE1/4) in Section Thirty-one (31), Township Five (5) South, Range Thirty-one (31) East, Boise Meridian for the purchase of a waterright supplemental to Forty and 31/100 (40.31) share of the stock of the Aberdeen-Springfield Canal Company shall be chargeable against Thirty-four and No/100 (34) shares to Lot Two (2) of Southeast Quarter (SE1/4) in Section Thirty-one (31), Township Five (5) South, Range Thirty-one (31) East, Boise Meridian and Six and 31/100 (6.31) shares to Southwest Quarter Southeast Quarter (SW1/4SE1/4) in Section Thirty-one (31), Township Five (5) South, Range Thirty-one (31) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

June 13, 2022

RESOLVED, That that certain agreement made and entered into by and between IBROC of Bingham County, State of Idaho, party/(ies) of the first part, and Elaine R & Joel Blik of Bingham County, State of Idaho, party/(ies) of the second part, under date of June 4, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against South Half Northeast Quarter South Half Southeast Quarter (S2NE1/4S2SE1/4) in Section Thirty-two (32), Township Five (5) South, Range Thirty-one (31) East, Boise Meridian for the purchase of a waterright supplemental to Five and 00/100 (5.00) share of the stock of the Aberdeen-Springfield Canal Company shall be chargeable against Southeast Quarter Southwest Quarter (SE1/4SW1/4) in Section Thirty-two (32), Township Five (5) South, Range Thirty-one (31) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

June 13, 2022

RESOLVED, That that certain agreement made and entered into by and between Michael & Shelley Klassen of Bingham County, State of Idaho, party/(ies) of the first part, and MPD Holdings, LLC of Bingham County, State of Idaho, party/(ies) of the second part, under date of June 4, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Northeast Quarter (NE1/4NE1/4) in Section Six (6), Township Six (6) South, Range Thirty-one (31) East, Boise Meridian for the purchase of a waterright supplemental to Six and No/100 (6.00) share of the stock of the Aberdeen-Springfield Canal Company shall be chargeable against Lot One in Northeast Quarter Northeast Quarter (NE1/4NE1/4) in Section Six (6), Township Six (6) South, Range Thirty-one (31) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

June 13, 2022

RESOLVED, That that certain agreement made and entered into by and between Mark & Janet Robinson of Bingham County, State of Idaho, party/(ies) of the first part, and John Taylor & Camille Ann Doig of Bingham County, State of Idaho, party/(ies) of the second part, under date of June 4, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against South Half Northeast Quarter (S2NE1/4) in Section Twenty-eight (28), Township Three (3) South, Range Thirty-Three (33) East, Boise Meridian for the purchase of a waterright supplemental to Eighteen and 00/100 (18.00) share of the stock of the Aberdeen-Springfield Canal Company shall be chargeable against South Half Northeast Quarter (S2NE1/4) in Section Twenty-eight (28), Township Three (3) South, Range Thirty-Three (33) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

June 13, 2022

RESOLVED, That that certain agreement made and entered into by and between Suzanne Ruff of Bingham County, State of Idaho, party/(ies) of the first part, and RB Farms of Bingham County, and Val & Lori Wahlen of Bingham County State of Idaho, party/(ies) of the second part, under date of June 4, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against South Half Southwest Quarter (S2NE1/4) in Section Nine (9), Township Five (5) South, Range Thirty-one (31) East, Boise Meridian for the purchase of a waterright supplemental to Seventy-nine and 00/100 (79.00) share of the stock of the Aberdeen-Springfield Canal Company shall be chargeable against Sixty and no/100 (60.00) shares to Southeast Quarter Southwest Quarter (SE1/4SW1/4) in Section Nine (9), Township Five (5) South, Range Thirty-one (31) East, Boise Meridian and Nineteen and no/100 (19.00) shares to Southeast Quarter Southwest Quarter (SE1/4SW1/4) in Section Nine (9), Township Five (5) South, Range Thirty-one (31) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

FISCAL BUDGET ESTIMATE	2021 Estimate	Last Year	Amount to Date	Amount to Date	2022 Estimate	2023 Estimate
AMERICAN FALLS RESERVOIR DISTRICT	Budget Forecast	Actual 2021	11-1-20-04-30-21	11-1-21-4-30-22	Budget Forecast	Budget Forecast
GENERAL FUND	11-1-20-10-31-21	11-1-20 to 10-31-21	Year 2020	Year 2021	11-1-21-10-31-22	11/1/22-10/31/23
	4/30/2020		4/30/2021	4/30/2022	4/30/221	4/30/2022
INCOME						
O & M Assessments	\$ 350,000.00	\$ 708,764.93	\$ 527,142.36	\$ 748,364.13	\$ 350,000.00	\$ 1,040,350.00
Fund for extraordinary expenses	\$ 411,000.00				\$ 411,000.00	
Prior years Assessment	\$ 8,000.00	\$ 9,887.70	\$ 6,778.54	\$ 6,663.08	\$ 7,000.00	\$ 9,000.00
Penalties & Interest on Collections	\$ 3,000.00	\$ 3,483.58	\$ 1,794.01	\$ 1,797.03	\$ 3,000.00	\$ 4,000.00
Interest on Investments	\$ 8,000.00	\$ 1,836.88	\$ 1,366.58	\$ 496.99	\$ 4,000.00	\$ 1,900.00
Miscellaneous Revenue						
TOTAL INCOME	\$ 760,000.00	\$ 723,973.09	\$ 537,081.49	\$ 757,321.23	\$ 775,000.00	\$ 1,055,250.00
EXPENSES						
American Falls O & M	\$ 237,450.00	\$ 570,699.48	\$ 570,699.48	\$ 749,728.90	\$ 237,450.00	\$ 486,092.00
Extraordinary expense	\$ 341,000.00				\$ 341,000.00	
Jackson Lake O & M	\$ 6,000.00	\$ 7,511.43	\$ 7,511.43	\$ 8,028.35	\$ 8,000.00	\$ 6,300.00
Directors Fees	\$ 11,000.00	\$ 10,900.00	\$ 3,725.00	\$ 5,250.00	\$ 13,200.00	\$ 13,650.00
Directors Expense	\$ 4,700.00	\$ 3,881.13	\$ 22,177.25	\$ 1,494.19	\$ 4,800.00	\$ 5,400.00
Secretary Salary	\$ 61,683.15	\$ 61,683.08	\$ 32,466.10	\$ 32,025.06	\$ 63,534.00	\$ 66,710.00
Secretary Expense	\$ 2,000.00	\$ 924.67	\$ -	\$ 785.73	\$ 2,500.00	\$ 2,500.00
Full-time Employee Salary	\$ 36,304.00	\$ 36,321.22	\$ 18,062.08	\$ 19,647.72	\$ 38,000.00	\$ 41,000.00
Payroll Taxes	\$ 9,600.00	\$ 8,649.12	\$ 4,309.15	\$ 4,494.63	\$ 9,300.00	\$ 10,200.00
Public Employees Retirement System	\$ 12,600.00	\$ 12,540.48	\$ 6,230.06	\$ 6,599.58	\$ 13,210.00	\$ 14,000.00
Official Bonds and Insurance	\$ 4,000.00	\$ 4,065.41	\$ 2,318.50	\$ 2,507.00	\$ 4,100.00	\$ 4,600.00
Office Supplies & Expenses	\$ 3,700.00	\$ 2,610.55	\$ 683.36	\$ 858.20	\$ 2,500.00	\$ 2,600.00
Utilities	\$ 4,500.00	\$ 3,421.39	\$ 1,701.68	\$ 1,781.32	\$ 3,600.00	\$ 3,600.00
Postage	\$ 450.00	\$ 438.00	\$ 322.00	\$ 332.00	\$ 600.00	\$ 550.00
Telephone	\$ 2,400.00	\$ 1,756.26	\$ 877.44	\$ 878.82	\$ 1,800.00	\$ 1,800.00
Office Maintenance	\$ 6,000.00	\$ 5,382.24	\$ 1,701.58	\$ 1,009.00	\$ 6,000.00	\$ 6,000.00
Capital Improvement	\$ 5,000.00	\$ 227.17	\$ 227.17		\$ 5,000.00	\$ 5,000.00
Audit Expense	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,200.00	\$ 5,000.00
Legal Fees	\$ 10,000.00	\$ 10,844.22	\$ 5,646.51	\$ 5,455.10	\$ 12,000.00	\$ 15,000.00
Legal Publications	\$ 1,200.00	\$ 941.75	\$ 572.92	\$ 628.20	\$ 1,200.00	\$ 1,000.00
Election Expenses	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
County Collection Fees	\$ 15,200.00	\$ 15,417.40	\$ 3,632.16	\$ 4,999.16	\$ 15,200.00	\$ 21,807.00
Dues & Subscriptions	\$ 620.00	\$ 560.00	\$ 500.00	\$ 518.99	\$ 620.00	\$ 650.00
Office Equipment Expense	\$ 2,500.00	\$ 1,830.97	\$ 1,730.98	\$ 184.10	\$ 1,000.00	\$ 1,000.00
Miscellaneous Expense	\$ 250.00	\$ 8.02	\$ 8.02	\$ -	\$ 250.00	\$ 500.00
Bank Fees	\$ 250.00	\$ 238.05	\$ -	\$ 224.42	\$ 355.00	\$ 300.00
Transaction Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Uncollectible Taxes	\$ 100.00	\$ 44.82	\$ 44.82	\$ -	\$ 100.00	\$ -
Gifts/Donations			0	\$ 58.00	\$ 100.00	\$ 100.00
TOTAL EXPENDITURES	\$ 784,207.15	\$ 765,896.86	\$ 690,147.69	\$ 852,488.47	\$ 791,119.00	\$ 715,859.00
Excess (Deficit) over Expenditures	\$ (4,207.15)	\$ (41,923.77)	\$ (153,066.20)	\$ (95,167.24)	\$ (16,119.00)	\$ 339,391.00
	"1"	"2"	"3"	"4"	"5"	"6"
Cash on Hand	\$ 2,264.90					
Joint Treasurer's account	\$ 610,260.78					
Total as of 04/30/21	\$ 612,525.68					

*** Proof of Publication ***

Twin Falls Times-News
132 Fairfield St W, Twin Falls, Idaho 83301

REBA DAVIS, being duly sworn, deposes and says: That she is the Principal Clerk of the Times-News, a daily newspaper printed and published at Twin Falls, Twin Falls County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in the Times-News, in conformity with Section 60-108, Idaho Code, as amended, for:

1 Insertions

AMERICAN FALLS RESERVOIR DISTRICT
DEBBIE FALCONBURG
PO BOX A
JEROME ID 83338

ORDER NUMBER 128181

Reba Davis

(Legals Clerk)

STATE OF IDAHO)
.SS
COUNTY OF TWIN FALLS)

On this 3 day of June in the year of 2022 before me, a Notary Public, personally appeared before me Reba Davis known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

Amy Wiesmore
Notary Public FOR Idaho
Residing at: Twin Falls, Idaho
My Commission expires: 9-4-26



Section: Legals

Category: 50 Legal

PUBLISHED ON: 06/03/2022

ANNUAL NOTICE OF REGULAR BOARD MEETING

The Board of Directors of the American Falls Reservoir District will meet in regular session on the second Monday of each month; or in an event of a holiday or lack of a quorum on the third Monday of each month at 10:00 o'clock A.M. at the office of the District at 1035 North Lincoln, Jerome, Idaho, effective December 13, 1983, until such time as the Board shall otherwise determine.

Debbie Falconburg
Secretary to the
Board of Directors
American Falls Reservoir District

Publish: June 3, 2022

TOTAL AD COST: 33.06
FILED ON: 6/3/2022

AFFIDAVIT OF PUBLICATION

County of Elmore
State of Idaho } \$5.

I, **Joy Martinez**, do solemnly swear that I am the Legal Clerk of the:

Mountain Home News

A weekly newspaper of general circulation, published once a week, in Mountain Home, Idaho, that the notice attached hereto which is a part of publication thereof; was published in said newspaper for 1 week, the publication date having been made on the 8 day of June, 2022; in the Wednesday issue of the paper during the period and time of publication and that the notice was published in the paper proper and not in a supplement thereof.

And I further swear that the said Mountain Home News has been continuously and uninterruptedly published in said Elmore County during the period of 78 consecutive weeks prior to the first publication of the attached notice.

Joe Martinez
Legal Clerk

Subscribed and sworn to me this 8th day of June, 2022.

Brenda M. Fincher
Notary Public

Residing in Mountain Home, Elmore County, Idaho.

My commission expires **11-16-2022**.



Affidavit of Publication

State of Idaho

County of Power

Brett Crompton being first duly sworn on oath, states:

That he is the Publisher of The Power County Press, a newspaper of general circulation in Power County, Idaho, published weekly at American Falls in said county, that said newspaper has been published in said county uninterruptedly and continuously for over seventy-eight consecutive weeks, prior to the first publication of the annexed notice or advertisement:

That the annexed notice or advertisement was published as per clipping attached in the regular and entire edition of said newspaper and not in any supplement thereof for 1 successive weekly issues thereof, the date of the first publication being the 8th day of June 2022 and the date of the last publication being the 8th day of June 2022

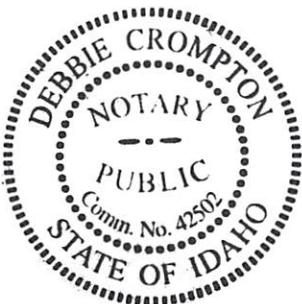
Signed

Brett Crompton

State of Idaho

County of Power

On this 8th day of June in the year of 2022 before me, a Notary Public, personally appeared Brett Crompton, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.



Debbie Crompton

Notary Public for Idaho
Residing at American Falls, Idaho
My commission expires: July 25, 2022

Reservoir district meeting notice

Published in The Power County Press June 8, 2022.

The Board of Directors of the American Falls Reservoir District will meet in regular session on the second Monday of each month; or in an event of a holiday or lack of a quorum on the third Monday of each month at 10:00 o'clock A.M. at the office of the District at 1035 North Lincoln, Jerome, Idaho, effective December 13, 1983, until such time as the Board shall otherwise determine.

Debbie Falconburg
Secretary to the
Board of Directors
American Falls Reservoir District

Exhibit 44
Affidavit of Publication

State of Idaho

County of Power

Brett Crompton being first duly sworn on oath, states:

That he is the Publisher of The Aberdeen Times, a newspaper of general circulation in Bingham County, Idaho, published weekly at Aberdeen in said county, that said newspaper has been published in said county uninterrupted and continuously for over seventy-eight consecutive weeks, prior to the first publication of the annexed notice or advertisement:

That the annexed notice or advertisement was published as per clipping attached in the regular and entire edition of said newspaper and not in any supplement thereof for 1 successive weekly issues thereof, the date of the first publication being the 8th day of June 2022 and the date of the last publication being the 8th day of June 2022.

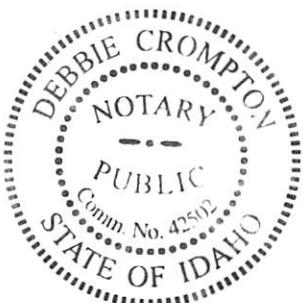
Signed

State of Idaho

Brett Crompton

County of Bingham

On this 8th day of June in the year of 2022 before me, a Notary Public, personally appeared Brett Crompton, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.



Debbie Crompton

Notary Public for Idaho
Residing at American Falls, Idaho
My commission expires: July 25, 2022

Reservoir district
meeting notice

Published in The Aberdeen
Times June 8, 2022.

The Board of Directors of the American Falls Reservoir District will meet in regular session on the second Monday of each month; or in an event of a holiday or lack of a quorum on the third Monday of each month at 10:00 o'clock A.M. at the office of the District at 1035 North Lincoln, Jerome, Idaho, effective December 13, 1983, until such time as the Board shall otherwise determine.

Debbie Falconburg
Secretary to the
Board of Directors
American Falls Reservoir District

B. EPA Opposed Effort to Restart Water Rule Challenge

II. State Issues

- A. Director Issues Moratorium in Big Wood GWMA
- B. IWRB Resolution/Criteria for Aging Infrastructure Grants
- C. IWRB Water Supply Bank Committee Meeting
- D. Supreme Court Affirms IDWR Denial of Transfer (3GAG LLC/former Duffin)

Director Dave Ramseyer, seconded by Director Graham Hooper moved Attorney Travis Thompson was directed to draft a letter to the Spaceholders to join AFRD in filing a grant with IWRB Aging Infrastructure Grant and prepare to file an application to recover monies for the American Falls Reservoir District spillway project. The motion passed.

Secretary Debbie Falconburg presented the amended 2022-2023 Budget. (See Exhibit "A")

After a discussion, Director Graham Hooper moved the 2022-2023 Budget be approved, seconded by Director Brad Shackelford. The motion passed.

NEW BUSINESS

There being no further business to come before this Board the meeting adjourned at 11:58 a.m.


President Dan Shewmaker


Secretary Debbie Falconburg

Jerome, Idaho
July 11, 2022

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 1035 North Lincoln, Jerome, Idaho July 11, 2022 at 10:01 A.M. with the following person present:

Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Rob Blick	Member
Brad Shackelford	Member

Absent:

Greg Hirai	Member
DeWitt Marshall	Member

Attorney Travis Thompson and Secretary Debbie Falconburg were also present.

The meeting was called to order and conducted by President Shewmaker.

The minutes of the Board meeting June 13, 2022 were than approved with a motion by Director Dave Ramseyer, seconded by Director Graham Hooper.

The Secretary presented the Claims and July 11, 2022 Treasurer's Report to the Board. (See page 2)

Director Graham Hooper moved the Claims and Treasurer's Report be approved, seconded by Director Rob Blick. The motion passed.

Transfers

Director Dave Ramseyer, seconded by Director Brad Shackelford approved seven transfers from Twin Falls Canal Company with a motion. (Pages 3& 6)

Director Graham Hooper, seconded by Director Rob Blick approved one transfer from North Side Canal Company with a motion (Page 6)

Director DeWitt Marshall joined the meeting at 10:20 a.m.

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

- I. Water Supply Outlook/WD1 Storage Report
- II. Federal Issues
 - A. Supreme Court Restricts EPA Clean Air Act Power
 - B. Fed Mediators See More Time in FCRPS Case
 - C. Court Throws out Trump ESA Rulers
 - D. UI Study on Salmon Habitat

TREASURER'S REPORT

Cash Balance May 31, 2022	\$ 11,406.61
Receipts June 2022	<u>\$ 26,429.24</u>
	\$ 37,835.85

Disbursements:

Claims June 13, 2022	\$ 1,786.39
Debbie Falconburg	\$ 3,778.37
Brandi Weston	\$ 2,369.66
Debit Card	\$ 31.87
Payroll Expenses	\$ 5,697.16
Total Distribution	\$ 13,663.45
Cash on Hand June 30, 2022	\$ 24,172.40
	\$ 24,172.40

IAHO STATE TREASURER LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Investment Pool #1230 5-3	\$ 595,582.31
Interest Credited 6/1/22	\$ 321.51
Balance in Investment Pool#1230	\$ 595,903.82
Total Balance 6/30/22	\$ 620,076.22

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 5-31-22	\$ 21,855.52
Interest 6-1-22	\$ 11.72
Balance 6-30-22	\$ 21,867.24
average weighted yield 0.6315%	
BurRec assessment 2022 not received	\$ 50,000.00
Balance will be 9/22	\$ 71,867.24

CLAIMS July 11, 2022

Rob Blick	\$ 168.74
Graham Hooper	\$ 226.27
DeWitt Marshall	\$ 135.97
Dave Ramseyer	\$ 157.63
Brad Shackelford	\$ 264.67
Dan Shewmaker	\$ 167.20
SS Remittance	\$ 2,307.50
State Tax Commission	\$ 450.00
PERSI	\$ 1,787.18
Gallagher Benefit Administrators, Insurance	\$ 32.00
Aberdeen Times	\$ 17.00
Barker, Rosholt & Simpson LLP	\$ 1,044.30
City of Jerome	\$ 143.76
Hager, Byron A	\$ 310.00
Idaho Power	\$ 81.40
Mountain Home News	\$ 18.72
PMT	\$ 146.47
Power County Press	\$ 17.00
State of Idaho Dept. of Labor	\$ 100.76
Times News	\$ 33.06
	\$ 1,912.47 \$ 5,697.16

July 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Richard Vander Stelt for Heritage Land Holdings LLC of Twin Falls County, State of Idaho, party/(ies) of the first part, and Rich & Carrie Vander Stelt of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of June 10, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Southeast Quarter Southeast Quarter Southeast (NE1/4SE1/4SE1/4SE1/4) in Section Five (5) Township Ten (10) South, Range Sixteen (16) East, Boise Meridian for the purchase of a waterright supplemental to Three and 16/100 (3.16) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Southeast Quarter (SW1/4SE1/4) in Section Thirty-six (36), Township Nine (9) South, Range Fifteen (15) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

July 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Gerald Martens for Concept Investors LLC of Twin Falls County, State of Idaho, party/(ies) of the first part, and Gerald Martens County, State of Idaho, party/(ies) of the second part, under date of June 15, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southwest Quarter Southeast Quarter (SW1/4SE1/4) in Section Thirty-three (33), Township Nine (9) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to One and 14/100 (1.14) share of the stock of the Twin Falls Canal Company shall be chargeable against Northwest Quarter Northeast Quarter (NW1/4NE1/4) in Section Twenty-eight (28), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

July 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Gerald Martens for Concept Investors LLC of Twin Falls County, State of Idaho, party/(ies) of the first part, and City of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of June 15, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Ten and 03/100 (10.03) shares from Southwest Quarter Southeast Quarter (SW1/4SE1/4) and Three and 46/100 (3.46) shares from Southeast Quarter Southeast Quarter (SE1/4SE1/4) in Section Thirty-three (33), Township Nine (9) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Thirteen and 49/100 (13.49) share of the stock of the Twin Falls Canal Company shall be chargeable against Ten and 03/100 (10.03) shares to Southwest Quarter Southeast Quarter (SW1/4SE1/4) and Three and 46/100 (3.46) shares to Brecken Ridge Subdivision number One (1) & Two (2) in Section Thirty-three (33), Township Nine (9) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

July 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Jason Jahns of Twin Falls County, State of Idaho, party/(ies) of the first part, and Daniel & Peggy Orr County, State of Idaho, party/(ies) of the second part, under date of June 21, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Southeast Quarter (NE1/4SE1/4) in Section Thirty-five (35), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Three and 00/100 (3.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Northwest Quarter Northeast Quarter (NW1/4NE1/4) in Section Thirty-five (35), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

July 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Brett & Wendy Heider of Twin Falls County, State of Idaho, party/(ies) of the first part, and Brett & Wendy Heider for Villa on Falls LLC of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of June 24, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northwest Quarter Northeast Quarter (NW1/4NE1/4) in Section Twenty-one (21), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian for the purchase of a waterright supplemental to Two and 76/100 (2.76) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Southeast Quarter (SW1/4SE1/4) in Section Three (3), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

July 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Darla D Vierstra for Phoenix Dairy LLC of Twin Falls County, State of Idaho, party/(ies) of the first part, and Darla D Vierstra for Phoenix Dairy LLC of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of June 22, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northwest Quarter Northeast Quarter Northeast Quarter (NW1/4NE1/4NE1/4NE1/4) in Section Twenty-three (23), Township Ten (10) South, Range Sixteen (16) East, Boise Meridian for the purchase of a waterright supplemental to Eight and 00/100 (8.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Northeast Quarter (SW1/4NE1/4) in Section Seventeen (17), Township Ten (10) South, Range Sixteen (16) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

July 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Richard Hazen of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of June 14, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northwest Quarter Southwest (NW1/4SW1/4) in Lot Six (6) Section Six (6), Township Ten (10) South, Range Fifteen (15) East, Boise Meridian for the purchase of a waterright supplemental to Seven and 45/100 (7.45) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held As Treasury Stock and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

July 11, 2022

RESOLVED, That that certain agreement made and entered into by and between Andrew Brennan of Jerome County, State of Idaho, party/(ies) of the first part, and Caden & Courtney Wiley of Jerome County, State of Idaho, party/(ies) of the second part, under date of June 15, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northwest Quarter Southwest Quarter (NW1/4SW1/4) in Section Twelve (12), Township Nine (9) South, Range Sixteen (16) East, Boise Meridian for the purchase of a waterright supplemental to One and 00/100 (1.00) share of the stock of the North Side Canal Company shall be chargeable against Northwest Quarter Southwest Quarter (NW1/4SW1/4) in Section Twelve (12), Township Nine (9) South, Range Sixteen (16) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

AMERICAN FALLS RESERVOIR DISTRICT LEVY 2022

	AC/FT	%	SHARES		\$/SHARE	SEG. #	
ABERDEEN-SPRINGFIELD CANAL	35534	0.0776	48034.29	\$ 0.1200	\$ 2.2100	5	\$ 111,919.90
TWIN FALLS CANAL	148747	0.3248	202697.84		\$ 2.0300	4	\$ 411,476.62
NORTH SIDE 1	13876.28	0.0303	7441.16		\$ 2.7800	1	\$ 20,686.42
NORTH SIDE S 2	208152.27	0.4546	123929.671		\$ 2.6800	2	\$ 332,131.52
NORTH SIDE 3	17300.07	0.0378	7661.99		\$ 3.0400	3	\$ 23,292.45
NORTH SIDE 2 T.S.	13779.86	0.0301	8117.26		\$ 2.6900	7	\$ 21,835.43
NORTH SIDE 3 T.S.	908.26	0.0020	402.26		\$ 3.0400	9	\$ 1,222.87
CONTRACT	19402.5	0.0424	19724		\$ 1.6900	8	\$ 33,333.56
NORTH SIDE POWER CO T.S.	197.74	0.0004	200		\$ 1.6900	8	\$ 338.00
	457897.98	1.0000	418208.471				\$ 956,236.76
							\$ 85,000.00 sc
							<u>\$ 1,041,236.76</u>

Any parcel 10 shares or less
will be charged a \$10.00
service charge

III. State Issues

- A. Increase Water Applications in North Idaho
- B. IWRB Water Supply Bank/Finance Committee Meetings
- C. Misc. Articles
- D. IWRB Aging Infrastructure Grant Application-Due August 5

NEW BUSINESS

Director Dave Ramseyer moved the 2022 levy remain the same, seconded by Director Graham Hooper. The motion passed. (Exhibit "A")

There being no further business to come before this Board the meeting adjourned.


President Dan Shewmaker


Secretary Debbie Falconburg

Jerome, Idaho
August 8, 2022

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 1035 North Lincoln, Jerome, Idaho August 8, 2022 at 10:04 A.M. with the following person present:

Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Rob Blick	Member
DeWitt Marshall	Member
Brad Shackelford	Member
Absent: Greg Hirai	Member

Attorney Travis Thompson and Secretary Debbie Falconburg were also present.

The meeting was called to order and conducted by President Shewmaker.

The minutes of the Board meeting July 11, 2022 were than approved with a motion after a correction to be made by Director Dave Ramseyer, seconded by Director Brad Shackelford.

The Secretary presented the Claims and August 8, 2022 Treasurer's Report to the Board. (See page 2)

Director Graham Hooper moved the Claims and Treasurer's Report be approved, seconded by Rob Blick. The motion passed.

Director Greg Hirai joined the meeting at 10:06 A.M.

TRANSFERS

Director Dave Ramseyer, seconded by Director DeWitt Marshall approved nine transfers from Twin Falls Canal Company with a motion. (Pages 3-7)

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

- I. Water Supply Outlook/WD1 Storage Report
 - A. Parties File Joint Motion to Extend Stay in FCRPS Case
 - B. NOAA Paper Released Urges Breaching of Lower Snake Dams
 - C. BOR Budget Meeting-Tues. 8/24/2022 at 10:00 a.m. (Heyburn Office)
- II. State Issues
 - A. Director Issues Step 5/6 Order in SWC Call Case
 - B. IWUA Legislative Water College Tours
 - C. American Falls Spillway Grant Application
 - D. BOR Letter of Support

TREASURER'S REPORT

Cash Balance July 31, 2022	\$ 24,172.39
Receipts July 2022	\$ 239,280.17
	<u>\$ 263,452.56</u>

Disbursements:

Claims July 11, 2022	\$ 1,912.47
Debbie Falconburg	\$ 3,795.36
Brandi Weston	\$ 2,374.66
Farmer's Debit card	\$ 325.38
Payroll Expense	\$ 5,645.92
Total Distribution	\$ 14,053.79
Cash on Hand July 31, 2022	\$ 249,398.77 \$ 249,398.76

IDAHO STATE TREASURER LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Investment Pool #1230 6-30-22	\$ 620,076.22
Interest Credited 7-01-22	\$ 437.40
Balance in Investment Pool#1230	\$ 620,513.62
Total Balance 07-31-22	\$ 869,912.38

Average Weighted Yield .8930%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 6-30-22	\$ 21,867.24
Interest Credited 7-01-22	\$ 11.72
Ending Balance 7-31-22	\$ 21,878.96
 BurRec assessment 2022 not received	 \$50,000.00
Balance will be 8/22	 <u>\$ 71,878.96</u>

CLAIMS August 8, 2022

Rob Blick	\$ 168.73
Graham Hooper	\$ 197.03
DeWitt Marshall	\$ 135.98
Dave Ramseyer	\$ 157.62
Brad Shackelford	\$ 264.69
Dan Shewmaker	\$ 167.19
SS Remittance	\$ 2,307.50
State Tax Commission	\$ 428.00
PERSI	\$ 1,787.18
Gallagher Benefit Administrators, Insurance	\$ 32.00
Aberdeen Times	
City of Jerome	\$ 143.76
Falconburg, Debbie	\$ 526.50
Hager, Byron A	\$ 455.00
Idaho Power	\$ 130.75
Mountain Home News	\$ 40.47
PMT	\$ 146.47
Western Waste Services	\$ 66.17
	<u>\$ 1,509.12</u>
	<u>\$ 5,645.92</u>

August 8, 2022

RESOLVED, That that certain agreement made and entered into by and between Justin Lattin of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of July 12, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot Seven (7) Block One (1) of Ideal Subdivision in Section Nine (9), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to None and 41/100 (00.41) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held as Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

August 8, 2022

RESOLVED, That that certain agreement made and entered into by and between Patricia Rogers of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of July 13, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot Five (5) Block One (1) of Cornelison Subdivision in Section Eight (8), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to None and 45/100 (00.45) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held as Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

August 8, 2022

RESOLVED, That that certain agreement made and entered into by and between Dustin Hood of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of July 14, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot Six (6) Block Three (3) of McCullum Addition in Section One (1), Township Ten (10) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to None and 30/100 (00.30) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held as Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

August 8, 2022

RESOLVED, That that certain agreement made and entered into by and between Lynn Wilding of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of July 14, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southeast Quarter Northeast Quarter (SE1/4NE1/4) in Section Twenty-Nine (29), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to None and 50/100 (00.50) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held as Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

August 8, 2022

RESOLVED, That that certain agreement made and entered into by and between Rex Silcock for Highland View Water Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of July 15, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot Three (3) Block One (1) of Highland View Subdivision in Section Twenty-two (22), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Five and 00/100 (5.00) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held as Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

August 8, 2022

RESOLVED, That that certain agreement made and entered into by and between Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Wild Rose Estates Homeowners #1 of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of July 12, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Twin Falls Canal Company Buy/Share Program for the purchase of a waterright supplemental to Five and 00/100 (5.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter Southwest Quarter (NE1/4SW1/4) in Section Eight (8), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

August 8, 2022

RESOLVED, That that certain agreement made and entered into by and between Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Mary Wengert of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of July 12, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Twin Falls Canal Company Buy/Share Program for the purchase of a waterright supplemental to One and 00/100 (1.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter Northwest Quarter (NE1/4NW1/4) in Section Seven (7), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

August 8, 2022

RESOLVED, That that certain agreement made and entered into by and between Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Wayne Schuknecht of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of July 12, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Twin Falls Canal Company Buy/Share Program for the purchase of a waterright supplemental to Seven and 45/100 (7.45) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter Southwest Quarter (NE1/4SW1/4) in Section Twenty-six (26), Township Nine (9) South, Range Fourteen (14) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

August 8, 2022

RESOLVED, That that certain agreement made and entered into by and between Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Shellie Son of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of July 12, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Twin Falls Canal Company Buy/Share Program for the purchase of a waterright supplemental to None and 75/100 (00.75) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Southwest Quarter (SW1/4SW1/4) in Section Twenty-Nine (29), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

When recorded return to:

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into as of this 13th day of June, 2016, by and between NORTH SIDE CANAL COMPANY, an Idaho nonprofit corporation ("NSCC"), and American Falls Reservoir District, an Idaho reservoir district ("AFRD").

WHEREAS, NSCC recently acquired certain real property formerly used as a veterinary clinic, and located at 1025 N. Lincoln Avenue, Jerome, Idaho (the "Vet Clinic"); and

WHEREAS, AFRD's office is located at 1035 N. Lincoln Avenue, Jerome, Idaho, adjacent to, and north of, the Vet Clinic; and

WHEREAS, AFRD desires to change the access point to its existing parking lot and to use the Vet Clinic drive way and parking area for access to, and additional parking for, the AFRD property; and

WHEREAS, although NSCC will use the Vet Clinic building for NSCC business, it is willing to grant to AFRD an easement on the north and west side of the Vet Clinic for ingress, egress and parking for the AFRD property based on the terms and conditions contained herein, which easement is more particularly identified on Exhibit A, attached hereto and incorporated herein (the "AFRD Easement Area");

NOW THEREFORE, based on the mutual covenants and condition identified herein, the Parties agree as follows:

1. **Grant of Easement to AFRD:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the limitations identified herein, NSCC does hereby grant a perpetual and permanent easement over the AFRD Easement Area to AFRD for the benefit of the AFRD property.

2. **Use of Easement:** The easement granted herein shall allow for the (a) ingress and egress to the AFRD property; and (b) parking for the AFRD property, only.

3. **Reservation of Rights:** NSCC reserves the right of use of the AFRD Easement Area for any purpose that does not interfere with the rights granted in this Agreement.

6. **Successors & Assigns:** Subject to the limitations identified in Article 5, the easements granted herein shall run with the land and be binding upon the parties hereto, their successors and assigns.

7. **Indemnification:** AFRD, its heirs, successors and assigns, hereby releases, waives and forever discharges NSCC and its heirs, successors and assigns, from all manner of actions, causes of action, claims and demands for, or by reason of, any damage or injury to person or property associated in any way with AFRD's use of the AFRD Easement Area, whether known or unknown, existing now or in the future.

8. **Attorney Fees & Costs:** If default be made by any party hereto in keeping or performing any of the covenants, conditions or warranties herein agreed to be kept by them, and the other party is required to employ an attorney to bring an action to enforce any of the covenants, conditions or warranties herein contained, the prevailing party in such action shall, in addition to whatever other relief it may be entitled to, receive its reasonable attorney's fees and costs incurred.

9. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties regarding the subject matter of this Agreement. All prior negotiations are deemed merged herein. This Agreement may only be modified by a written instrument signed by the parties, their respective heirs, successors and assigns.

10. **Recording:** NSCC shall cause an original of the Grant of Easement to be recorded in the records of Jerome County, of the State of Idaho.

11. **Governing Law:** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and year first above written.

[signatures begin on next page]

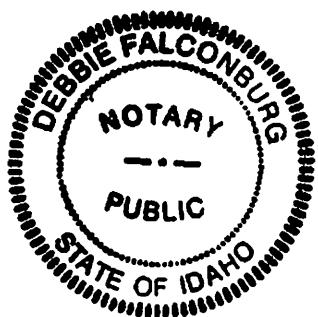
AFRD

By: Dan Schumaker
Name: DAN SCHUMAKER

STATE OF IDAHO)
) ss
County of Jerome)

On this 13th day of June, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Dan Schumaker, known or identified to me to be the President of AMERICAN FALLS RESERVOIR DISTRICT, and who signed the above documents on behalf of AMERICAN FALLS RESERVOIR DISTRICT acknowledged to me he executed the above instrument on behalf of AMERICAN FALLS RESERVOIR DISTRICT.

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



Debbie Falconburg
Notary Public for Idaho
Residing at: Jerome, ID
Comm. Exp.: 12-9-16

Secretary Debbie Falconburg presented an update on the Easement Agreement with North Side Canal Company pertaining to the selling of their land. Director Graham Hooper moved the decision to determine the release of the easement be tabled at this time, seconded by Director Brad Shackelford. The motion passed with five yay and 2 nay votes.

NEW BUSINESS

There being no further business to come before this Board the meeting adjourned at 10:58 a.m.



President Dan Shewmaker



Secretary Debbie Falconburg

2022 AFRD ASSESSMENT LEVY

According to Idaho Code Section 43-701, the 2022 assessment levy of the AMERICAN FALLS RESERVOIR DISTRICT is herein levied at:

1. ABERDEEN-SPRINGFIELD CANAL COMPANY at \$2.21 per share or irrigable acre where one share per acre is appurtenant for each of 48,034.29 shares of ABERDEEN-SPRINGFIELD CANAL COMPANY water stock, each share of which represents AMERICAN FALLS RESERVOIR DISTRICT water in an amount of .4682 acre feet of American Falls Reservoir water assessed at \$2.4346 per acre foot and .2715 acre feet of Jackson Lake water assessed at \$1.46 per acre foot, which water is appurtenant to those several tracts of land as shown in the assessment book and which assessment levy is proportionate to the benefits received by such tracts of land growing out of the operation and maintenance of works of the AMERICAN FALLS RESERVOIR DISTRICT for those lands lying within the irrigation delivery system of the ABERDEEN-SPRINGFIELD CANAL COMPANY in BINGHAM and POWER COUNTIES, IDAHO.

In addition to the assessments hereinabove set out above in this Article, pursuant to Idaho Code § 43-732(2) the Board of Directors of the American Falls Reservoir District does hereby assess a service charge of \$10.00, in addition to the regular assessment, against all subdivided and small tract lands that have appurtenant water rights to which irrigation water is furnished or is available for delivery to two (2) acres or less because delivery of water to these lands requires operation, construction, and maintenance costs substantially greater than the operation, construction, and maintenance costs involved in delivering water to the majority of other lands in the District.

In addition to the assessments hereinabove set out above in this Article, pursuant to Idaho Code § 43-732(2) the Board of Directors of the American Falls Reservoir District does hereby assess a service charge of \$10.00, in addition to the regular assessment, against all subdivided and small tract lands that have appurtenant water rights to which irrigation water is furnished or is available for delivery to more than two (2) acres but not more than ten (10) acres because delivery of water to these lands requires operation, construction, and maintenance costs substantially greater than the operation, construction, and maintenance costs involved in delivering water to the majority of other lands in the District.

2. TWIN FALLS CANAL COMPANY at \$2.0303 per share or irrigable acre where one share per acre is appurtenant for each of 202,667.04 shares of TWIN FALLS CANAL COMPANY water stock, each share of which represents AMERICAN FALLS RESERVOIR DISTRICT water in an amount of .7339 acre feet of American Falls Reservoir water assessed at \$2.4346 acre foot, which water is appurtenant to those several tracts of land as shown in the assessment book and which assessment levy is proportionate to the benefits received by such tracts of land growing out of the operation and maintenance of the works of the AMERICAN FALLS RESERVOIR DISTRICT for those lands lying within the irrigation delivery system of the TWIN FALLS CANAL COMPANY in TWIN FALLS COUNTY, IDAHO, including the following conditions for billings on the following lands:

At \$2.0303 per share which is \$ 2.4346 per acre foot for all lots and acreages for all shares held in trust by the Cities of Twin Falls, Murtaugh, Filer, Buhl, Kimberly, Hansen, and Castleford in TWIN FALLS COUNTY and served by the TWIN FALLS CANAL COMPANY system for which said cities are billed directly for the benefits received by the lands for which said cities hold the water stock in trust.

In addition to the assessments hereinabove set out above in this Article, pursuant to Idaho Code § 43-732(2) the Board of Directors of the American Falls Reservoir District does hereby assess a service charge of \$10.00, in addition to the regular assessment, against all subdivided and small tract lands that have appurtenant water rights to which irrigation water is furnished or is available for delivery to two (2) acres or less because delivery of

water to these lands requires operation, construction, and maintenance costs substantially greater than the operation, construction, and maintenance costs involved in delivering water to the majority of other lands in the District.

In addition to the assessments hereinabove set out above in this Article, pursuant to Idaho Code § 43-732(2) the Board of Directors of the American Falls Reservoir District does hereby assess a service charge of \$10.00, in addition to the regular assessment, against all subdivided and small tract lands that has appurtenant water rights to which irrigation water is furnished or is available for delivery to more than two (2) acres but not more than ten (10) acres because delivery of water to these lands requires operation, construction, and maintenance costs substantially greater than the operation, construction, and maintenance costs involved in delivering water to the majority of other lands in the District.

3. NORTH SIDE CANAL COMPANY at \$ 2.7755 per share of irrigable acre where one share per acre is appurtenant for each of 7,441.16 shares of FIRST SEGREGATION NORTH SIDE CANAL COMPANY water stock, each share of which represents AMERICAN FALLS RESERVOIR DISTRICT water in an amount of 1.8648 acre feet of American Falls Reservoir District water assessed in \$2.4346 acre foot, which water is appurtenant to those several tracts of land as shown in the assessment book and which assessment levy is proportionate to the benefits received by such tracts of land growing out of the operation and maintenance of the works of the AMERICAN FALLS RESERVOIR DISTRICT for those lands lying within the irrigation delivery system of the FIRST SEGREGATION NORTH SIDE CANAL COMPANY in JEROME COUNTY, IDAHO; and

NORTH SIDE CANAL COMPANY at 2.6804 per share or irrigable acre where one share per acre is appurtenant of each of 123,929.671 shares of SECOND SEGREGATION NORTH SIDE CANAL COMPANY water stock, each share of which represents AMERICAN FALLS RESERVOIR DISTRICT water in an amount of 1.6796 acre feet of AMERIACAN FALLS RESERVOIR water assessed at \$2.4346 acre foot, which water is appurtenant to those several tracts of land as shown in the assessment book and which assessment levy is proportionate to the benefits received by such tracts of land growing out of the operation and maintenance of the works of the AMERICAN FALLS RESERVOIR DISTRICT for those lands lying within the irrigation delivery system of the SECOND SEGREGATION NORTH SIDE CANAL COMPANY in JEROME and GOODING COUNTIE, IDAHO; and

NORTH SIDE CANAL COMPANY at \$3.4035 per share or irrigable acre where one share per acre is appurtenant for each of 7,661.99 shares of THIRD SEGREGATION NORTH SIDE CANAL COMPANY water stock, each share of which represents AMERICAN FALLS RESERVOIR DISTRICT water in an amount of 2.2579 acre feet of American Falls Reservoir water assessed at \$2.4346 acre foot, which water is appurtenant to those several tracts of land as shown in the assessment book and which assessment levy is proportionate to the benefits received by such tracts of land growing out of the operation and maintenance of the works of the AMERICAN FALLS RESERVOIR DISTRICT for those lands lying within the irrigation delivery system of the THIRD SEGREGATION NORTH SIDE CANAL COMPANY in GOODING and ELMORE COUNTIES, IDAHO; and

NORTH SIDE CANAL COMPANY at \$2.6904 per share for each 8,117.26 shares of treasury stock acquired from the SECOND SEGREGATION, each of which represents 1.6796 acre feet per share and at \$3.0420 per share for 402.26 shares of treasury stock acquired from the THIRD SEGREGATION, each of which shares represents 2.2579 acre feet per share, for a total assessment of treasury stock of the NORTH SIDE CANAL COMPANY, each share of which represents AMERICAN FALLS RESERVOIR DISTRICT water in the amounts of American Falls Reservoir water as above specified for SECOND and THIRD SEGREGATION water assessed at the rates above set out, and appurtenant to all the lands of the NORTH SIDE CANAL COMPAN proportionately according to total acres served and proportionate to the benefits received by such tracts of land growing out of the operation and maintenance of the works of the AMERICAN FALLS RESERVOIR DISTRICT for those lands lying within the irrigation delivery system of the NORTH SIDE CANAL COMPANY in JEROME, GOODING, and ELMORE COUNTIES, IDAHO; and

NORTH SIDE CANAL COMPANIES at \$.1.6864 per acre foot for each of 19724 acre feet of contract water and NORTH SIDE PUMPING COMPANY at \$.1.6864 per acre foot each of 200 acre feet of contract water, which water is appurtenant to all the lands within the NORTHSIDE CANAL COMPANY and the NORTH SIDE PUMPING COMPANY respectively, and proportionately to the total acres served, which assessment levy is proportionate to the benefits received by such tracts of land growing out of the operation and maintenance of the works of the AMERICAN FALLS RESERVOIR DISTRICT for those lands lying within the irrigation delivery system of the NORTH SIDE CANAL COMPANY and the NORTH SIDE PUMPING COMPANY in JEROME, GOODING, and ELMORE COUNTIES, IDAHO; and

At \$1.6864. per acre which is
 2.7755 per share (1st Segregation)
 2.6804 per share (2nd Segregation)
 3.0435 per share (3rd Segregation)

for lots and acreage or parts thereof represented by shares held in trust by the Cities of Eden and Hazelton in the FIRST SEGREGATION, Jerome in the SECOND SEGREGATION, and Bliss and Wendell in the THIRD SEGREGATION, in JEROME, GOODING, and ELMORE COUNTIES and served by the NORTH SIDE CANAL COMPANY system for which said cities are billed directly for the benefits received by the land for which said cities hold the water stock in trust.

In addition to the assessments hereinabove set out above in this Article, pursuant to Idaho Code § 43-732(2) the Board of Directors of the American Falls Reservoir District does hereby assess a service charge of \$10.00, in addition to the regular assessment, against all subdivided and small tract lands that have appurtenant water rights to which irrigation water is furnished or is available for delivery to two (2) acres or less because delivery of water to these lands requires operation, construction, and maintenance costs substantially greater than the operation, construction, and maintenance costs involved in delivering water to the majority of other lands in the District.

In addition to the assessments hereinabove set out above in this Article, pursuant to Idaho Code § 43-732(2) the Board of Directors of the American Falls Reservoir District does hereby assess a service charge of \$10.00, in addition to the regular assessment, against all subdivided and small tract lands that has appurtenant water rights to which irrigation water is furnished or is available for delivery to more than two (2) acres but not more than ten (10) acres because delivery of water to these lands requires operation, construction, and maintenance costs substantially greater than the operation, construction, and maintenance costs involved in delivering water to the majority of other lands in the District.

AMERICAN FALLS RESERVOIR DISTRICT
BOARD OF CORRECTION 2020 ASSESSMENT ROLL

August 08, 2022
Monday 10: 58 A.M.

President Dan Shewmaker advised the Board that this is the regular meeting on the date and at the time fixed for the meeting of the Board of Directors of the American Falls Reservoir District to serve as a Board of Correction to review the assessment roll which has been prepared for 2022 for the levy made for the expenses of operation and maintenance of the District as provided by law.

Whereupon the Chairman directed the Secretary to file the affidavits of publication of the notice of the meeting of the Board of Correction which affidavits were thereupon filed and examined by the Board, and it appearing therefrom that within ten days after the date of levying the assessment as provided in Idaho Code Section 43-727 through 43-732, the Secretary of the Board has given notice of the time that the Board of Directors would meet to correct assessments, by publication in a newspaper published in each of the counties comprising the district: which notice had been published weekly for a period of two (2) weeks and that the times fixed for the meeting was not less than two (2) weeks, nor more than five (5) weeks from the first publication of the notice: said notices having been published in the following newspapers, to wit:

Twin Falls County: Times News, daily, published in Twin Falls, Idaho

Jerome County: Times News, daily, published in Twin Falls, Idaho

Gooding County: Times News, daily, published in Twin Falls, Idaho

Power County: Power County Press, weekly, published in American Falls, Idaho

Bingham County: Aberdeen Times, weekly, published in Aberdeen, Idaho

Elmore County: Mountain Home News, weekly, published in Mountain Home, Idaho

Copies of said notice are attached hereto as Exhibits one (1) through four (4). The form of the notice published in all of the above newspapers reads as follows:

“NOTICE IS HEREBY GIVEN, That the Board of Directors of the American Falls Reservoir District did levy an assessment effective on the 11th day of July, 2022 upon all the lands in the District for the purpose of defraying the expense of the care, operation and management of the District’s affairs, the maintenance of the District’s organization, including perdiem of officers and salaries of employees, and the maintaining and operation of the property of the District for the year 2022; that the assessment so made has been extended against and entered in an appropriate column on the assessment roll, and the Board of Directors of the American Falls Reservoir District will meet as a Board of Correction at the office of the District, 1035 North Lincoln, Jerome, Idaho, August 8, 2022 at the hour of 10:58 o’clock A.M., for the purpose of correcting any error in said assessment roll and of making such changes as may be necessary to make the roll conform to the fact, and the assessments made by such roll will be reviewed by the Board of Correction at the request of any person interested.”

By order of the Board of Directors of the American Falls Reservoir District.

Dated August 08, 2022

AMERICAN FALLS RESERVOIR DISTRICT

Debbie Falconburg

Debbie Falconburg
Secretary, Board of Directors

Whereupon, the Chairman announced that this was the time and place for hearing objections to the assessment roll.

Whereupon, the Directors then examined the assessment rolls and found them to be correct in all respects, Director Graham Hooper moved, seconded by Director Rob Blick the following resolution.

After full discussion, the following resolution was carried.

RESOLUTION

WHEREAS, August 08, 2022 at 10:58a.m. o'clock A.M., at the offices of the American Falls Reservoir District in the District office 1035 North Lincoln, Jerome, Idaho, is the time fixed by the Board of Directors of the American Falls Reservoir District to sit as a Board of Correction to review the assessment roll prepared in accordance with the levy made on the 08th day of August, 2022: and

WHEREAS, the board has examined the assessment rolls and determined them to be correct in all respects; and

WHEREAS, it appears that the Secretary of the Board of Directors has prepared a proper assessment book containing a full and accurate list and description of all the lands in the district and the list of all persons who own, claim, or have been in possession or control thereof during said year, giving the number of acre feet of water of the American Falls Reservoir District in both American Falls Reservoir and Jackson Lake Reservoir and the corresponding number of shares of stock of the appropriate canal company listed to each person, and the assessment has been carried out and entered into an appropriate column on the assessment;

NOW, THEREFORE, it is hereby resolved, ordered and determined, that the assessment roll, consisting of the assessment book containing a list and description of the lands of the district and the persons who own, claim, or have possession or control thereof during the year, the assessment which are carried out in the assessment roll and which is now before the Board of Directors for review is in all respects true and correct to the best of the knowledge of the Board and that the matters and provisions therein contained are hereby declared to be proper in all respects and the aggregate amount necessary to be raised for all purposes connected with maintaining and operating the works of the District, and that said assessment rolls have been thoroughly reviewed by the Board of Correction and are proper and constitute the will of the Board of Directors of The American Falls Reservoir District, and the Secretary is hereby directed to attach her certificate and the seal of the American Falls Reservoir District to said assessment roll for the purpose and matters therein referred to and contained.

BE IT FURTHER RESOLVED, that the Secretary of the District make the appropriate copies of the assessment rolls available to the appropriate county offices for collection of the assessment rolls available to the appropriate county officers for collection of the assessments in accordance with Idaho Code Section 43-727 through 43-732 and the existing contracts with the county commissioners of said counties wherein any portion of the districts land are located.

The business of this Board having been concluded, the meeting was adjourned.



Dan Shewmaker
President



Debbie Falconburg
Secretary

ATTEST,

Secretary Debbie Falconburg

State of Idaho) ss.
County of Jerome)

I, Debbie Falconburg, do hereby certify that I am the duly qualified and acting Secretary of the Board of Directors of the American Falls Reservoir District, Idaho.

I further certify that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Board of Directors of said District held at the regular meeting place of said Board on August 8, 2022, including the resolution adopted at said meeting, all as recorded in the regular official book of minutes, of the proceedings of said Board, kept in my office, insofar as the same was in all respects called, held and conducted in accordance with law, and that the persons therein named were present as said meeting, as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the American Falls Reservoir District, State of Idaho, this 8th day of August 2022.

Debbie Falconburg

Secretary Debbie Falconburg

(Seal)

*** Proof of Publication ***

Exhibit (1)

Twin Falls Times-News
132 Fairfield St W, Twin Falls, Idaho 83301

REBA DAVIS, being duly sworn, deposes and says: That she is the Principal Clerk of the Times-News, a daily newspaper printed and published at Twin Falls, Twin Falls County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in the Times-News, in conformity with Section 60-108, Idaho Code, as amended, for:

2 Insertions

AMERICAN FALLS RESERVOIR DISTRICT
DEBBIE FALCONBURG
PO BOX A
JEROME ID 83338

ORDER NUMBER 129364

Reba Davis

(Legals Clerk)

STATE OF IDAHO)
.SS
COUNTY OF TWIN FALLS)

On this 5 day of Aug in the year of 2022 before me, a Notary Public, personally appeared before me Reba Davis known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

Amy Wiesmore
Notary Public FOR Idaho
Residing at: Twin Falls, Idaho
My Commission expires: 9-4-26

Section: Legals

Category: 50 Legal

PUBLISHED ON: 07/20/2022, 08/03/2022

AMERICAN FALLS RESERVOIR DISTRICT NOTICE OF CORRECTION OF ASSESSMENT

NOTICE IS HEREBY GIVEN, That the Board of Directors of the American Falls Reservoir District did levy an assessment effective on the 11th day of July, 2022, upon all the lands in the District for the purpose of defraying the expense of the care, operation and management of the District's affairs, per diem of officers and salaries of employees, and the maintaining and operation of the property of the District for year 2022; that the assessment so made had been extended against and entered in an appropriate column on the assessment roll, and the Board of Directors of the American Falls Reservoir District will meet as a Board of Correction at the office of the District, 1035 North Lincoln, Jerome, Idaho, August 08, 2022, at the hour of 10:00 o'clock A.M., for the purpose of correcting any error in said assessment roll and of making such changes as may be necessary to make the roll conform to the fact, and the assessments made by such roll will be reviewed by the Board of Correction at the request of any person interested.

By order of the Board of Directors of the American Falls Reservoir District.

July 11, 2022

Debbie Falconburg
Secretary, Board of Directors
AMERICAN FALLS RESERVOIR DISTRICT

Publish: July 20, 2022
August 3, 2022



TOTAL AD COST: 112.31
FILED ON: 8/5/2022

AFFIDAVIT OF PUBLICATION

I, **Joy Martinez**, do solemnly swear that I am the Legal Clerk of the:

Mountain Home News

A weekly newspaper of general circulation, published once a week, in Mountain Home, Idaho, that the notice attached hereto which is a part of publication thereof; was published in said newspaper for 2 non-consecutive weeks, the first publication having been made on the 20 day of July, 2022, and the last publication having been made on the 3 day of Aug, 2022; every Wednesday issue of the paper during the period and time of publication and that the notice was published in the paper proper and not in a supplement thereof.

And I further swear that the said Mountain Home News has been continuously and uninterruptedly published in said Elmore County during the period of 78 consecutive weeks prior to the first publication of the attached notice.

Legal Clerk

Subscribed and sworn to me this 22 day of Aug, 2022.

Bundesminister

Notary Public

Residing in Mountain Home, Elmore County, Idaho.

My commission expires **11-16-2022**.

By order of the Board of Directors of the American Falls Reservoir District.

July 11, 2022

Debbie Falconburg
Secretary, Board of
Directors
AMERICAN FALLS

RESERVOIR

First Publicati
1-88-8888

July 20, 2022
Second Publication:

Second Publica
AUGUST 3, 2022



Affidavit of Publication

State of Idaho

County of Power

Brett Crompton being first duly sworn on oath, states:

That he is the Publisher of The Aberdeen Times, a newspaper of general circulation in Bingham County, Idaho, published weekly at Aberdeen in said county, that said newspaper has been published in said county uninterruptedly and continuously for over seventy-eight consecutive weeks, prior to the first publication of the annexed notice or advertisement:

That the annexed notice or advertisement was published as per clipping attached in the regular and entire edition of said newspaper and not in any supplement thereof for 2 successive weekly issues thereof, the date of the first publication being the 20th day of July 2022 and the date of the last publication being the 3rd day of August 2022.

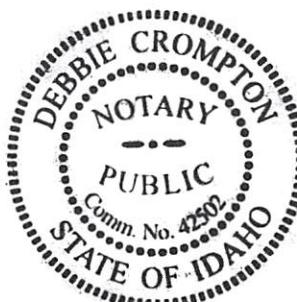
Signed



State of Idaho

County of Bingham

On this 3rd day of August the year of 2022 before me, a Notary Public, personally appeared Brett Crompton, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.




Notary Public for Idaho
Residing at American Falls, Idaho
My commission expires: July 25, 2028

Reservoir district levies assessment

Published in The Aberdeen Times July 20, Aug. 3, 2022.

AMERICAN FALLS RESERVOIR DISTRICT

NOTICE OF CORRECTION OF ASSESSMENT

NOTICE IS HEREBY GIVEN, That the Board of Directors of the American Falls Reservoir District did levy an assessment effective on the 11th day of July, 2022, upon all the lands in the District for the purpose of defraying the expense of the care, operation and management of the District's affairs, per diem of officers and salaries of employees, and the maintaining and operation of the property of the District for year 2022; that the assessment so made had been extended against and entered in an appropriate column on the assessment roll, and the Board of Directors of the American Falls Reservoir District will meet as a Board of Correction at the office of the District, 1035 North Lincoln, Jerome, Idaho, August 08, 2022, at the hour of 10:00 o'clock A.M., for the purpose of correcting any error in said assessment roll and of making such changes as may be necessary to make the roll conform to the fact, and the assessments made by such roll will be reviewed by the Board of Correction at the request of any person interested.

By order of the Board of Directors of the American Falls Reservoir District.

July 11, 2022

Debbie Falconburg
Secretary, Board of Directors
AMERICAN FALLS RESERVOIR

44
Affidavit of Publication

State of Idaho

County of Power

Brett Crompton being first duly sworn on oath, states:

That he is the Publisher of The Power County Press, a newspaper of general circulation in Power County, Idaho, published weekly at American Falls in said county, that said newspaper has been published in said county uninterruptedly and continuously for over seventy-eight consecutive weeks, prior to the first publication of the annexed notice or advertisement:

That the annexed notice or advertisement was published as per clipping attached in the regular and entire edition of said newspaper and not in any supplement thereof for 2 successive weekly issues thereof, the date of the first publication being the 20th day of July 2022 and the date of the last publication being the 31st day of August 2022

Signed

Brett Crompton

State of Idaho

County of Power

On this 3rd day of August in the year of 2022, before me, a Notary Public, personally appeared Brett Crompton, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.



Debbie Crompton
Notary Public for Idaho
Residing at American Falls, Idaho
My commission expires: July 25, 2028

Reservoir district levies assessment

Published in The Power County Press July 20, Aug. 3, 2022.

AMERICAN FALLS RESERVOIR DISTRICT

NOTICE OF CORRECTION OF ASSESSMENT

NOTICE IS HEREBY GIVEN, That the Board of Directors of the American Falls Reservoir District did levy an assessment effective on the 11th day of July, 2022, upon all the lands in the District for the purpose of defraying the expense of the care, operation and management of the District's affairs, per diem of officers and salaries of employees, and the maintaining and operation of the property of the District for year 2022; that the assessment so made had been extended against and entered in an appropriate column on the assessment roll, and the Board of Directors of the American Falls Reservoir District will meet as a Board of Correction at the office of the District, 1035 North Lincoln, Jerome, Idaho, August 08, 2022, at the hour of 10:00 o'clock A.M., for the purpose of correcting any error in said assessment roll and of making such changes as may be necessary to make the roll conform to the fact, and the assessments made by such roll will be reviewed by the Board of Correction at the request of any person interested.

By order of the Board of Directors of the American Falls Reservoir District.

July 11, 2022

Debbie Falconburg

Secretary, Board of Directors

AMERICAN FALLS RESERVOIR DISTRICT

Jerome, Idaho
August 12, 2022

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 1035 North Lincoln, Jerome, Idaho August 12, 2022 at 10:00 A.M. with the following person present:

Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Greg Hirai	Member
Rob Blick	Member
DeWitt Marshall	Member via telephone
Brad Shackelford	Member

Attorney Sarah Higer via telephone, Secretary Debbie Falconburg, Assistant Secretary Brandi Weston and North Side Canal Company's General Manager Alan Hansten were also present.

The special meeting was called to order and conducted by President Shewmaker.

After a discussion, Director Graham Hooper, seconded by Director Brad Shackelford made a motion to rescind the motion to keep the easement with North Side Canal Company. The motion passed.

A motion to release the easement back to North Side Canal Company with the stipulation that a fence be erected on American Falls Reservoir District's property by either the new owner or North Side Canal Company by Director Rob Blick, seconded by Director Dave Ramseyer. The motion passed.

There being no further business to come before this Board the meeting adjourned at 10:30 a.m.



President Dan Shewmaker



Secretary Debbie Falconburg

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Travis L. Thompson
Barker Rosholt & Simpson LLP
P.O. Box 63
Twin Falls, ID 83303-0063

(Space Above Line For Recorder's Use)

TERMINATION OF EASEMENT AGREEMENT

This Termination Of Easement Agreement ("Termination Agreement") is made effective as of 9-1, 2022, by the NORTH SIDE CANAL COMPANY, an Idaho nonprofit corporation ("NSCC"), and American Falls Reservoir District, an Idaho reservoir district ("AFRD").

1 **Recitals.** This Termination Agreement is made in contemplation of the following facts and purposes:

- 1.1 NSCC was the owner of the real property located at 1025 N. Lincoln Avenue, Jerome, Idaho (known also as the "Vet Clinic").
- 1.2 AFRD's office is located adjacent to the Vet Clinic.
- 1.3 NSCC and AFRD are parties to an Easement Agreement, dated June 13, 2016 ("Easement Agreement") and recorded in the records of Jerome County, Idaho as Instrument No. 2162421, whereby NSCC granted an ingress, egress, and parking easement to AFRD for the north and west sides of the Vet Clinic.
- 1.4 NSCC and AFRD desire to terminate the Easement Agreement.

In view of the foregoing, and for valuable consideration received, NSCC and AFRD agree as hereinafter provided.

2 **Termination of Easement Agreement.** Upon recordation of this Termination Agreement with the Jerome County Recorder, the Easement Agreement and all of AFRD's right, title, estate and interest in the Vet Clinic arising thereunder or associated therewith, shall be fully and finally, released, surrendered and terminated.

- 3 **Consideration.** NSCC agrees to ensure that it or the contractor will install a vinyl fence around the perimeter of the former NSCC property bordering AFRD's property, as specified in the site development plan, provided AFRD is still occupying the property.
- 4 **Release of Liability.** Upon recordation of this Termination Agreement, NSCC and AFRD shall be fully and unconditionally, irrevocably and absolutely released and discharged from their respective obligations arising from or connected with the provisions of the June 13, 2016 Easement Agreement.
- 5 **Representations of Parties.** Each party represents that it has not made any assignment, sublease, transfer, conveyance, or other disposition of the Easement Agreement, or interest in the Easement Agreement.
- 6 **Entire Agreement.** This Agreement constitutes the entire understanding of the parties regarding the subject matter of this Agreement. All prior negotiations are deemed merged herein. This Agreement may only be modified by a written instrument signed by the parties, their respective heirs, successors and assigns.
- 7 **Recording.** NSCC shall cause an original of the Termination of Easement Agreement to be recorded in the records of Jerome County, of the State of Idaho.
- 8 **Governing Law.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Idaho.
- 9 **Effective Date.** This Agreement is effective as of the date first above written.

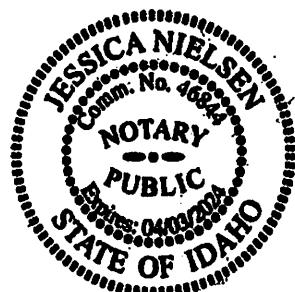
IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and year first written above.

NORTH SIDE CANAL COMPANY

Mike Elliott
By: Mike Elliott

State of Idaho)
) ss.
County of Jerome)

On this 1st day of September, 2022, before me, a Notary Public in and for said State, personally appeared MIKE ELLIOTT, known or identified to me to be duly elected PRESIDENT of North Side Canal Company, and acknowledged to me that by its signature on the foregoing instrument, the foregoing named North Side Canal Company executed the same.



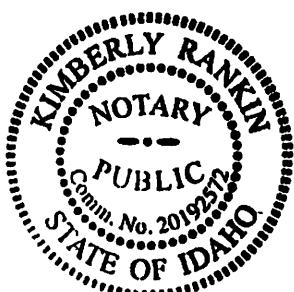
Jessica A. Wilson
Notary Public for Idaho
Residing at Twin Falls
My Commission expires 4/3/24

AMERICAN FALLS RESERVOIR DISTRICT

Walt R. Schumacher
By: Chancery of BOP

State of Idaho)
County of Twin Falls) ss.

On this 31 day of August, 2022, before me, a Notary Public in and for said State, personally appeared DAN SHEWMAKER, known or identified to me to be duly elected PRESIDENT of American Falls Reservoir District, and acknowledged to me that by its signature on the foregoing instrument, the foregoing named American Falls Reservoir District executed the same.



Kimberly Rankin
Notary Public for Idaho
Residing at Twin Falls
My Commission expires 12-05-2025

Jerome, Idaho
September 12, 2022

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 1035 North Lincoln, Jerome, Idaho September 12, 2022 at 10:09 A.M. with the following person present:

Dan Shewmaker	President, Member
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Greg Hirai	Member
Brad Shackelford	Member

Absent

Rob Blick	Member
DeWitt Marshall	Member

Attorney Travis Thompson and Secretary Debbie Falconburg were also present.

The meeting was called to order and conducted by President Shewmaker.

The minutes of the Board meeting August 08, 2022 and August 12, 2022 were then approved with a motion by Director Dave Ramseyer, seconded by Director Graham Hooper.

The Secretary presented the Claims and September 08, 2022 Treasurer's Report to the Board. (See page 2)

Director Graham Hooper moved the Claims and Treasurer's Report be approved, seconded by Director Greg Hirai. The motion passed.

TRANSFERS

Director Graham Hooper, seconded by Director Dave Ramseyer approved three transfers from the Twin Falls Canal Company with a motion. (Pages 3 & 4)

Director Dave Ramseyer, seconded by Director Brad Shackelford approved two transfers from the North Side Canal Company with a motion. (Pages 4 & 5)

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

- I. Water Supply Outlook/WD1 & Storage Report
 - A. Inslee/Murray Report on Breaching
 - B. Co9 Res Ops Subcommittee Meeting 9/13-1:30 p.m.
 - C. Palisades Meeting Friday 9/30
 - D. BOR Reservoir Tour October 4-6
- II. State Issues

TREASURER'S REPORT

Cash Balance July 31, 2022	\$ 249,398.76
Transfer to 1230	\$ 229,000.00
Deposit for WQFT 8/26/22	\$ 50,000.00
Transfer to 1833	\$ 50,000.00
Receipts August, 2022	\$ 4,024.31
	<hr/>
	\$ 24,423.07

Disbursements:

Claims August 8, 2022	\$ 1,509.12
Debbie Falconburg	\$ 3,795.36
Brandi Weston	\$ 2,395.14
Farmer's Debit Card	\$ 34.05
Payroll Expenses	\$ 7,281.42
Total Distribution August, 2022	\$ 15,015.09
Cash on Hand August 31, 2022	\$ 9,407.98
	<hr/>
	\$ 9,407.98 \$ 9,407.98

TO STATE TREASURER LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Investment Pool #1230 7-31-22	\$ 596,341.22
Interest Credited 8-01-22	\$ 666.00
Transfer from cash	\$ 229,000.00
Balance in Investment Pool#1230	\$ 826,007.22
Total Balance 8-31-22	\$ 826,007.22
	<hr/>
	\$ 835,415.20

Average Weighted Yield 1.8739%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 7-30-22	\$ 21,883.29
Interest 8-01-22	\$ 24.44
Transfer for 2022 assessment	\$ 50,000.00
Balance 8-30-22	\$ 71,907.73

Claims September 12, 2022

Rob Blick	\$ 337.47
Graham Hooper	\$ 364.80
Greg Hirai	\$ 285.99
DeWitt Marshall	\$ 221.16
Dave Ramseyer	\$ 315.25
Brad Shackelford	\$ 529.35
Dan Shewmaker	\$ 334.39
SS Remittance	\$ 2,483.48
State Tax Commission	\$ 428.00
PERSI	\$ 1,949.53
Gallagher Benefit Administrators, Insurance	\$ 32.00
Aberdeen Times	\$ 65.00
Barker Rohsolt & Simpson	\$ 923.40
City of Jerome	\$ 156.07
Falconburg, Debbie	\$ 52.65
Gooding County Treasurer	\$ 2,415.54
Hager, Byron A	\$ 310.00
ICRMP	\$ 1,910.00
Idaho Power	\$ 152.75
Mountain Home Press	\$ 40.47
Petterzelli Electric	\$ 681.00
PMT	\$ 146.47
Power County Press	\$ 65.00
Times News	\$ 112.31
	<hr/>
	\$ 7,030.66 \$ 7,281.42

September 12, 2022

RESOLVED, That that certain agreement made and entered into by and between Riley Fraser of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of August 17, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Southeast Quarter Southeast Quarter Northeast Quarter (NE1/4SE1/4SE1/4NE1/4) in Section Thirty-six (36), Township Nine (9) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to One and 00/100 (1.00) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held as Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

September 12, 2022

RESOLVED, That that certain agreement made and entered into by and between Hannah Ferris of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of August 17, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lots One & Two (1 & 2), Block Three (3) in McCollum Addition Subdivision in Section One (1), Township Ten (10) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to None and 43/100 (0.43) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held as Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

September 12, 2022

RESOLVED, That that certain agreement made and entered into by and between Jane Secrist of Twin Falls County, State of Idaho, party/(ies) of the first part, and Cathleen & Jim Alves of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of July 22, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against East-half (E1/2) Parcel Twelve (12) of Twin View Estates in Section Twenty-three (23), Township Ten (10) South, Range Sixteen (16) East, Boise Meridian for the purchase of a waterright supplemental to One and 25/100 (1.25) share of the stock of the Twin Falls Canal Company shall be chargeable against East-half (E1/2) Parcel Twelve (12) of Twin View Estates in Section Twenty-three (23), Township Ten (10) South, Range Sixteen (16) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

September 12, 2022

RESOLVED, That that certain agreement made and entered into by and between Larry H Claar of Jerome County, State of Idaho, party/(ies) of the first part, and Larry H Claar of Jerome County, State of Idaho, party/(ies) of the second part, under date of September 7, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against North Half (N1/2) of Lot Five (5) in Section Seven (7), Township Ten (10) South, Range Twenty (20) East, Boise Meridian for the purchase of a waterright supplemental to Seven and 52/100 (7.52) share of the stock of the North Side Canal Company shall be chargeable against North Half (N1/2) of Lot Six (6) in Section Seven (7), Township Ten (10) South, Range Twenty (20) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

September 12, 2022

RESOLVED, That that certain agreement made and entered into by and between Thomas F Warner, IV & Jessie A Warner for Pauline Aloha Warner of Gooding County, State of Idaho, party/(ies) of the first part, and Warner Land & Livestock of Gooding County, State of Idaho, party/(ies) of the second part, under date of August 15, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) in Section Thirty-four (34), Township Seven (7) South, Range Fifteen (15) East, Boise Meridian for the purchase of a waterright supplemental to Two and 07/100 (2.07) share of the stock of the North Side Canal Company shall be chargeable against Lot Two (2) in Northwest Quarter Northeast Quarter (NW1/4NE1/4) Section One (1), Township Eight (8) South, Range Fifteen (15) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

- A. Domestic Water Issues Seminar 9/14
- B. IWRB Meeting/AF Spillway Grant Ineligible
- C. BOR Spillway Bond Credit
- D. IWRB Aquifer Stabilization Committee Recharge Projects
- E. Black Canyon Irrigation District Embezzlement Case
- F. Director's Order re: IGWA Mitigation Plan and 2021 Breach

Secretary Debbie Falconburg gave her presentation concerning the District office options to the Board.

There are not many existing buildings in Jerome to purchase. The cost of purchasing a business and remodeling is expensive.

To remain in the current office, remodeling will need to be completed. The secretary foresees many difficulties occurring in the future.

Chip Gallagher with Visser Development has asked for a quote to purchase the district's current land and building.

To build a single story Commercial building the average in 2022 is \$238-\$286 per square foot. Secretary Debbie Falconburg has found a potential piece of property in Jerome to build a new district office.

Director Dave Ramseyer moved to make an initial offer through a realtor of \$90,000 up to the cost of \$95,000 for the land located at 152 1st Ave W, seconded by Director Graham Hooper. The motion passed.

Director Greg Hirai, seconded by Director Brad Shackelford instructed Secretary Debbie Falconburg to offer and pay the customary price for escrow. The motion passed.

President Dan Shewmaker appointed Graham Hooper, Greg Hirai and Dave Ramseyer to a committee to help in the matter of the district office.

Director Brad Shackelford moved that a cell phone be purchased for the district, seconded by Director Dave Ramseyer. The motion passed.

NEW BUSINESS

There being no further business to come before this Board the meeting adjourned.


President Dan Shewmaker


Secretary Debbie Falconburg

Jerome, Idaho
October 10, 2022

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 1035 North Lincoln, Jerome, Idaho October 11, 2021 at 10:00 A.M. with the following person present:

Dan Shewmaker	President, Member
Graham Hooper	Treasurer, Member
Rob Blick	Member
Brad Shackelford	Member

Absent:

Dave Ramseyer	Vice President, Member
DeWitt Marshall	Member
Greg Hirai	Member

Attorney Travis Thompson, Assistant Secretary Brandi Weston, and Secretary Debbie Falconburg were also present.

The meeting was called to order and conducted by President Shewmaker.

The minutes of the Board meeting September 12, 2022 were than approved with a motion by Director Graham Hooper, seconded by Director Brad Shackelford.

The Assistant Secretary presented the Claims and October 10, 2022 Treasurer's Report to the Board. (See page 2)

Director Graham Hooper moved the Claims and Treasurer's Report be approved, seconded by Director Rob Blick. The motion passed.

TRANSFERS

Director Rob Blick, seconded by Director Graham Hooper approved three transfers from Twin Falls Canal Company with a motion. (Pages 3&4).

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

- I. Water Supply Outlook
 - A. NOAA Report on Salmon Plan / Sockeye Returns
 - B. Ninth Circuit ESA Decision re: CA Dam
 - C. Sackett CWA Case Argued Before S. Ct.

- II. State Issues
 - A. IWUA Legislative Comm. Meeting / Surface Water Proposal

TREASURER'S REPORT

Cash Balance August 31, 2022	\$ 9,507.98
Transfer from #1230	\$ 37,000.00
September 2022 receipts	\$ 3,662.81
	<u>\$ 50,170.79</u>

Disbursements:

Claims September 12, 2022	\$ 7,030.66
Debbie Falconburg	\$ 3,795.37
Brandi Weston	\$ 2,374.66
Farmer's Debit Card	\$ 157.61
Payroll Expenses	\$ 5,462.43
Total Distribution	<u>\$ 18,820.73</u>
Cash on Hand September 30, 2022	<u>\$ 31,350.06</u> \$ 31,350.06

DAHO STATE TREASURER LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Investment Pool 8/31/22	\$ 620,513.62
Transfer to checking	\$ (37,000.00)
Interest Credited 9/1/22	\$ 1,302.83
Balance in Investment Pool#1230	<u>\$ 584,816.45</u>
Total Balance 9/30/22	<u>\$ 616,166.51</u>

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 08/31/22	\$ 71,878.00
Interest 09/01/22	\$ 37.43
Ending Balance 09/30/22	<u>\$ 71,915.43</u>

Average weighted yield 1.8739%

CLAIMS October 14, 2019

Greg Hirai	\$ 143.00
Graham Hooper	\$ 197.02
Dave Ramseyer	\$ 187.47
Brad Shackleford	\$ 264.67
Dan Shewmaker	\$ 167.20
SS Remittance	\$ 2,284.54
State Tax Commission	\$ 428.00
PERSI	\$ 1,758.53
Gallagher Benefit Administrators, Insurance	\$ 32.00
Barker, Rosholt & Simpson LLP	\$ 7,559.80
City of Jerome	\$ 200.79
Hager, Byron A	\$ 310.00
Idaho Power	\$ 118.46
Intuit	\$ 650.00
Jerome County Treasurer	\$ 5,013.73
Mikey's Refrigeration	\$ 36.00
New Tech Security	\$ 300.00
PMT	\$ 146.47
State of Idaho-Dept. of Labor	\$ 95.70
Symantec-Norton's Internet Security	\$ 109.99
Twin Falls County Treasurer	\$ 9,397.59
	<u>\$ 23,938.53 \$ 5,462.43</u>

October 10, 2022

RESOLVED, That that certain agreement made and entered into by and between Gary Carkin of Twin Falls County, State of Idaho, party/(ies) of the first part, and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of September 13, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northwest Quarter Northeast Quarter (NW1/4NE1/4) in Section Twenty-one (21), Township Ten (10) South, Range Eighteen (18) East, Boise Meridian for the purchase of a waterright supplemental to One and 00/100 (1.00) share of the stock of the Twin Falls Canal Company shall be chargeable against To Be Held as Treasury Stock Until Resale and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

October 10, 2022

RESOLVED, That that certain agreement made and entered into by and between Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Heather & Michael Mulligan of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of October 3, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Buy/Share Program for the purchase of a waterright supplemental to One and 10/100 (1.10) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter Northwest Quarter (NE1/4NW1/4) in Section Twenty-Five (25), Township Nine (9) South, Range Fifteen (15) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

October 10, 2022

RESOLVED, That that certain agreement made and entered into by and between Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, and Chase & Janessa Funk of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of October 3, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Buy/Share Program for the purchase of a waterright supplemental to One and 50/100 (1.50) share of the stock of the Twin Falls Canal Company shall be chargeable against Shoshone Falls Orchard West One half (1/2) in Section One (1), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

RESOLVED, Further, that all assessments of the American Falls Reservoir District be, and the same are hereby transferred to the lands herein last above described in accordance with the terms and provisions of said agreement.

It is understood and agreed that part of the water being transferred herein is water from federal reservoirs to which the provisions of Federal Reclamation Law apply. One interpretation of the land limitation portion of that law would indicate that no profit can be obtained from the sale of water from a federal reservoir. The Parties hereto assume the risk that if such an interpretation were to prevail, that this permanent transfer of water may be subject to attack by the Secretary of Interior or his agents.

- B. IWRB Resolutions re: Recharge Projects / Anderson Ranch / MHAFB
- C. Upper Snake Adv. Comm Meeting 10/12 at 1:30

III. Misc.

- A. Nevada Critical Groundwater Case
- B. Other Articles

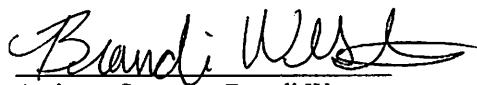
Secretary Debbie Falconburg updated Board on the progress of the District office. Property at 1st Ave W is pending, but more inquiries will be made. In order to sell the District office, three (3) landowners in the district will need to be contacted and asked to do personal appraisals of the building and land. The property then cannot be sold for less than the highest amount. Secretary Debbie Falconburg also informed the Board that she will be having surgery.

NEW BUSINESS

Director Graham Hooper moved to charge off the Uncollectable Taxes from 2016 in the amount of \$77.75, seconded by Brad Shackelford. The motion passed.

There being for further business, the meeting was adjourned.


President Dan Shewmaker


Assistant Secretary Brandi Weston