Jerome, Idaho
November 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 November 14, 2022 at 10:00 A.M. with the following person present:

Dave Ramseyer	Vice President, Member
Rob Blick	Member
Greg Hirai	Member
Dewitt Marshall	Member
Brad Shackelford	Member

Absent

Dan Shewmaker	President, Member
Graham Hooper	Treasurer, Member

Attorney Travis Thompson and Secretary Debbie Falconburg were also present.

The meeting was called to order and conducted by Vice President Dave Ramseyer.

The minutes of the Board meeting October 10, 2022 were approved with a motion by Director Rob Blick, seconded by Brad Shackelford.

The Secretary presented the Claims and Treasurer's Report November 14, 2022 to the Board. (Page 2)

Director DeWitt Marshall moved the Claim and Treasurer's Report November be approved, seconded by Director Greg Hirai. The motion passed.

Director Graham Hooper arrived at 10:04 A.M.

TRANSFERS

Director Brad Shackelford, seconded by Director DeWitt Marshall approved two transfers from Twin Falls Canal Company with a motion. (Page 3)

Director DeWitt Marshall, seconded by Director Brad Shackelford approved one transfer from North Side Canal Company with a motion. (Page 4)

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

I. Water Supply Outlook/Triple Dip La Nina

II. State Issues

A. IWRB Meetings Updated Snake River Basin Moratorium Order
B. Director Issues Updated Snake river Basin Moratorium Order
C. City of Idaho Falls Request for Hearing/Other Cities
D. SRBA Court Stays De-Minimum Domestic/Stock Proceedings

TREASURER'S REPORT

Cash Balance September 30, 2022		$ 31,350.06
October 2022 Receipts		$ 5,539.39
Transfer from # 1230		$ 15,000.00
		$ 51,889.45

Disbursements:

Claims October 10, 2022	$ 23,938.53		
Debbie Falconburg	$ 3,795.37		
Brandi Weston	$ 2,374.67		
Debit Card	$ 54.52		
Payroll Expenses	$ 5,249.08		
Total Distribution October 2022	$ 35,412.17	$ 35,412.17	
Cash on Hand October 31, 2022		$ 16,477.28	$ 16,477.28

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

Balance in Investment Pool #1230 09/30/22	$ 790,310.05	
Interest Credited 10/01/22	$ 1,422.81	
Transfer to checking	$ 15,000.00	
Balance in Investment Pool#1230	$ 776,732.86	$ 776,732.86
Total Balance October 31, 2022		$793,210.14

Average weighted yield 2.5420%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 9/30/22	$71,945.16
Interest 10/01/22	$124.10
Balance 10/31/22	$ 72,069.26

CLAIMS November 14, 2022

Rob Blick		$ 168.74
Graham Hooper		$ 197.03
Brad Shackelford		$ 264.68
Dan Shewmaker		$ 167.19
SS Remittance		$ 2,261.56
State Tax Commission		$ 428.00
PERSI		$ 1,729.88
Gallagher Benefit Administrators, Insurance		$ 32.00
Barker, Rosholt & Simpson LLP	$ 2,238.20	
City of Jerome	$ 541.35	
Hager, Byron A	$ 285.00	
Idaho Power	$ 108.82	
PMT	$ 146.47	
Steelhead Irrigation	$ 599.75	
Western Waste Services	$ 66.17	
Window Wizard	$ 75.95	
	$ 4,061.71	$ 5,249.08

November 14, 2022

RESOLVED, That that certain agreement made and entered into by and between Jeff Lundin for HHIF VI 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 October 24, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southeast (SE) Corner Southwest Quarter (SW1/4) in Section Twenty-nine (29), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Sixteen and 89/100 (16.89) share of the stock of the Twin Falls Canal Company shall be chargeable against Southeast (SE) Corner Southwest in Section Twenty-nine (29), Township Ten (10), 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.

November 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 Randell Simas of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of October 27, 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 Three and 00/100 (3.00) 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 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.

November 14, 2022

RESOLVED, That that certain agreement made and entered into by and between William C Jackson & James N Jackson of Jerome County, State of Idaho, party/(ies) of the first part, and Mike Hadlock of Jerome County, State of Idaho, party/(ies) of the second part, under date of October 6, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southeast Quarter Southwest Quarter (SE1/4SW1/4) in Section Fourteen (14), Township Eight (8) South, Range Sixteen (16) East, Boise Meridian for the purchase of a waterright supplemental to Three and 01/100 (3.01) share of the stock of the North Side Canal Company shall be chargeable against Lot One (1), Section Three (3), 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.

EXHIBIT "A"

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 14: That part of the SE¼SW¼, more particularly described as follows:

Beginning at the South Quarter corner of Section 14;
Thence North 0°04'30" East, 1172.40 feet along the Easterly Boundary of the SW¼, Section 14 to the TRUE POINT OF BEGINNING;
Thence North 0°04'30" East, 148.05 feet along the Easterly boundary of the SW¼ to the Northeast corner of the SE¼SW¼, Section 14;
Thence North 89°41'48" West, 294.22 feet along the Northerly boundary of the SE¼SW¼, Section 14 and the Southerly right-of-way of a certain frontage road;
Thence South 0°04'30" West, 148.05 feet;
Thence South 89°41'48" East, 294.22 feet to the TRUE POINT OF BEGINNING.
(containing 1.0 ac. (±)).

AND;

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 14: That part of the SE¼SW¼, more particularly described as follows:

Commencing at the South Quarter corner of Section 14;
Thence North 0°14'30" East a distance of 1024.36 feet to the TRUE POINT OF BEGINNING.
Thence continuing North 0°04'30" East a distance of 148.05 feet;
Thence North 89°41'48" West a distance of 294.22 feet;
Thence North 0°04'30" East a distance of 148.05 feet;
Thence North 89°41'48" West a distance of 146.53 feet;
Thence South 0°04'30" West a distance of 297.86 feet;
Thence North 89°55'30" East a distance of 450.75 feet to the TRUE POINT OF BEGINNING.
(containing 2.01 ac. (±)).

EXHIBIT "B"

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 3: A parcel of Government Lot 1, more particularly described as follows:

Beginning at the Northeast (NE) Section corner of said Section 3, (a point that is North 89°57'02' East a distance of 2644.58 feet from the North Quarter (N¼) corner of said Section 3);
Thence South 89°57'02" West, (South 89°56'57" West, recorded) a distance of 580.11 feet to THE TRUE POINT OF BEGINNING;
Thence South 02°58'48" East, (South 2°58'43" East, recorded) a distance of 612.97 feet;
Thence South 84°58'40' West, (South 85°02'26" West, recorded) for a distance of 192.96 feet;
Thence South 51°21'04" West, (South 51°20'06" West, recorded) for a distance of 740.32 feet, (±) to the West boundary of Lot 1;
Thence North 00°11'29" West, (North 00°01'17" East, recorded) for a distance of 1090.75 feet along the West boundary of Lot 1 to the Northwest corner of Lot 1;
Thence North 89°57'02' East, (North 89°56'57' East, recorded) for a distance of 742.18 feet along the, North boundary of Lot 1 to THE TRUE POINT OF BEGINNING. (13.97 ac (±)).

Exhibit "A"

Jerome, Idaho
November 14, 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 November 14, 2022 at 10:00 A.M. with the following persons present:

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

Absent	Dan Shewmaker	President, Member

There were also present Travis Barker, 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 Greg Hirai, 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 $53,000 should be made as part of the Bureau of Reclamation's O & M billing 2023, to replenish the trust fund;

NOW, THEREFORE, BE IT RESOLVED that the Bureau of Reclamation assess and collect from American Falls Spaceholders for 2023, the amount of $53,000 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 14th day of November, 2022.

Debbie Falconburg

Secretary Debbie Falconburg

Dave Ramseyer

Vice President Dave Ramseyer

Exhibit "A"

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 November14, 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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the American Falls Reservoir District, State of Idaho, this 14th day of November, 2022.

Debbie Falconburg

Secretary Debbie Falconburg

(SEAL)

Exhibit "B"

Jerome, Idaho
November 14, 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 November 14, 2022 at 10:00 A.M. with the following persons present:

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

Debbie Falconburg, Secretary to the Board, and Travis Thompson, Attorney 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 DeWitt Marshall seconded by Graham Hooper 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 2022 would be November 8;

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 26, 2022; and

WHEREAS, October 3, 2022 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 Five (5) and Six (6) 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 14th day of November, 2022, 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, Dan Shewmaker be declared elected Director from District Five (5) for a three (3) year term beginning January 01, 2023, and that Dave Ramseyer be declared elected Director from District Six (6) for a three (3) year term beginning January 01, 2023, that all declarations here in are effective as to the last day of December, 2022 and

BE IT FURTHER RESOLVED that the Board of Directors hereby directs the Secretary of the Board of directors present Dan Shewmaker and Dave Ramseyer 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 Times News.

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

Exhibit "B"

Upon motion duly made, seconded a motion carried.

Vice President Dave Ramsyer

Exhibit "B"

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 14, 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 14th day of November, 2022.

_____

Debbie Falconburg
Secretary Debbie Falconburg

(Seal)

Exhibit "(1)"

*** 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

NOTICE

The American Falls Reservoir District Board of Directors Dan Shewmaker and Dave Ramseyer duly elected as Directors of the District from Divisions Five (5) and District Six (6) respectively for three year terms beginning January 1, 2023, 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 Dan Shewmaker and Dave Ramseyer as in accordance with Idaho Code §43-201 (A).

Debbie Falconburg, Secretary
AMERICAN FALLS RESERVOIR DISTRICT
Publish: November 17, 2022

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

ORDER NUMBER 132764

Reba Davis

(Legals Clerk)

TATE OF IDAHO)
.SS
COUNTY OF TWIN FALLS)

On this 17 day of Nov 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

AMY WIESMORE
COMMISSION NO. 20203230
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 09/04/2026

Section: Legals

Category: 50 Legal

PUBLISHED ON: 11/17/2022

TOTAL AD COST:	27.62
FILED ON:	11/17/2022

Exhibit "C"

Jerome, Idaho
November 14, 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 November 14, 2022 at 10:00 A.M. with the following persons present:

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

There were also present Travis Barker, 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 Graham Hooper, seconded by Director DeWitt Marshall and unanimously carried that the following resolution be adopted:

RESOLUTION

WHEREAS, the American Falls Reservoir District rents a now Wells Fargo Safety Deposit Box; and

WHEREAS, the parties former Director Russell Woolley and Former Secretary Ella Mink are unable to request that the Safety Deposit Box be closed due to lack of usage.

WHEREAS, Wells Fargo requires a resolution to allow Secretary Debbie Falconburg to terminate the contract for the Wells Fargo Safety Deposit.

NOW, THEREFORE, BE IT RESOLVED that the American Falls Reservoir District's Board of Directors convey that Secretary Debbie Falconburg has the authority to close the usage of Wells Fargo's Safety Deposit Box.

(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 14th day of November, 2022.

Debbie Falconburg
Secretary Debbie Falconburg

Dave Ramseyer
Vice President Dave Ramseyer

Exhibit "C"

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 November14, 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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the American Falls Reservoir District, State of Idaho, this 14th day of November, 2022.

Debbie Falconburg
Secretary Debbie Falconburg

(SEAL)

NEW BUSINESS

After a discussion, a motion to set the Assessment for Year 2022 for the Water Quality Facilities Trust Fund at $53,000.00 was made by Director Greg Hirai, seconded by Director Graham Hooper. The motion passed. (Exhibit "A")

The Election Resolution for Dan Shewmaker District Five (5) and Dave Ramseyer District Six (6) passed. (Exhibit "B")

Secretary Debbie Falconburg presented an issue with closing the Safety Deposit Box located in Wells Fargo Bank. Current signatures needed are former Director Russell Wooley and former Secretary to the Board of Directors Ella Mink. Neither are unable to close the Safety Deposit Box. A motion for Resolution to allow Secretary Debbie Falconburg to close the account for the District was made by Director Graham Hooper, seconded by Director Greg Hirai. The motion passed. (Exhibit "C")

At 10:20 a.m. an Executive Session was called by Director Dave Ramseyer pursuant to Idaho Code §72-2061B. The motion passed with a roll call. Director Brad Shackelford- aye, Director Rob Blick- aye, Director Greg Hirai-aye, Director Graham Hooper-aye, , Director DeWitt Marshall-aye, and Director Dave Ramseyer-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 11:09 a.m. with a motion by Director Rob Blick, Seconded by Director Brad Shackelford. The motion passed.

The meeting was called back to order by Vice President Dave Ramseyer. Director Greg Hirai moved that Secretary Debbie Falconburg and Assistant Secretary Brandi Weston receive a 6% salary increase be given beginning January 1, 2022, seconded by Director Graham Hooper. The motion passed.

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

Dave Ramsey

Vice President Dave Ramseyer

Debbie Falconburg

Secretary Debbie Falconburg

Jerome, Idaho
December 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 December 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
Rob Blick	Member
DeWitt Marshall	Member
Absent: Greg Hirai	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 14, 2022 were than approved with a motion by Director Dave Ramseyer, seconded by Director Graham Hooper.

The Secretary presented the Claims and December 12, 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 DeWitt Marshall approved one transfer from Twin Falls Canal Company with a motion. (Page 3)

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

I. Water Supply Outlook/SWE/Base Flow Concerns

II. State Issues

A. Raft River Pipeline Loan Approved
B. Director Orders Joint Informal Proceedings on Moratorium Orders
C. Hearing on IGWA Petitions re: September 8 order

III. IWRB Sustainability Grant/AF Spillway

IV. Duane Ramseyer Obituary

V. Misc. Articles

December 12, 2022

TREASURER'S REPORT

Cash Balance October 31, 2022		$ 16,477.28	
November Receipts		$ 1,512.79	
		$ 17,990.07	

Disbursements:

Claims November 14, 2022	$ 4,061.71			
Debbie Falconburg	$ 3,795.36			
Brandi Weston	$ 2,374.65			
Debit Card	$ 395.74			
Payroll Expenses	$ 5,638.24			
Total Distribution November 202	$ 16,265.70	$ 16,265.70		
Cash on Hand November 30, 2022		$ 1,724.37	$	1,724.37

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

Balance in Invest Pl #1230 10/31/22	$ 776,732.86	
Interest Credited 11/01/22	$ 1,705.15	
Balance in Investment Pool#1230 11-30	$ 778,438.01	$ 778,438.01
Total Balance 11-30-22		$ 780,162.38

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 10/31/22	$72,069.26
Interest 11/01/22	$ 155.60
Balance 11-30-22	$ 72,224.86

Average weighted yield 2.8233%

CLAIMS December 12, 2022

Rob Blick		$ 168.73
Greg Hirai		$ 142.99
Graham Hooper		$ 197.02
DeWitt Marshall		$ 135.98
Dave Ramseyer		$ 157.62
Brad Shackelford		$ 264.67
SS Remittance		$ 2,307.58
State Tax Commission		$ 428.00
PERSI		$ 1,803.65
Gallagher Benefit Administrators, Inc.		$ 32.00
Barker, Rosholt & Simpson LLP.	$ 1,417.30	
Idaho Power	$ 236.36	
Jerome Co. Tax Collector	$ 304.00	
New Tech Security	$ 109.50	
Project Mutual Telephone	$ 146.47	
	$ 2,213.63	$ 5,638.24

December 12, 2022

RESOLVED, That that certain agreement made and entered into by and between Lars & Connie Larsen of Twin Falls County, State of Idaho, party/(ies) of the first part, and Gerard & Katherine Brennan of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of November 11, 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-seven (27), Township Ten (10) South, Range Fifteen (15) East, Boise Meridian for the purchase of a waterright supplemental to Four and 00/100 (4.00) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Southeast Quarter (SW1/4SE1/4) in Section Twenty-seven (27), Township Ten (10) 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.

Secretary Debbie Falconburg informed the Board that between herself and Brandi Weston found the owner of the lot on 1st Street that the Board originally wished to purchase. Conversations with the owner Linda Glover was productive. She presented three options to purchase the buildings, leasing the buildings, or purchasing the lot. The Board instructed Debbie and Brandi to view the buildings and report those findings at the next Board Meeting.

Director Graham Hooper, seconded by Director Dave Ramseyer moved to offer $75,000 to purchase the lot regardless of any other decisions to be made. 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
January 9, 2023

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 January 9, 2023 at 10:05 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

Absent

Brad Shackelford	Member

Attorney Michael Short, CPA Scott Hunsaker, and Secretary Debbie Falconburg were also present.

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

The minutes of the Board meeting December 12, 2022 were than approved with a motion by Director Dave Ramseyer seconded by Director DeWitt Marshall.

The Secretary presented the Claims and January 9, 2023, Treasurer's Reports to the Board. (See page 2)

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

TRANSFERS

Director DeWitt Marshall, seconded by Director Graham Hooper approved three transfers from North Side Canal Company with a motion. (Pages 3 & 4)

OLD BUSINESS

Scott Hunsaker CPA, representing Mahlke Hunsaker & Company PLLC presented & discussed the General Account and the Water Quality Facilities Trust Fund Audit of the November 1, 2021 through October 31, 2022 fiscal year. (Exhibit "A")

Director DeWitt Marshall moved to accept and pay the General Audit, seconded by Director Greg Hirai.

Director Graham Hooper moved to accept and pay the Water Quality Facilities Audit 2022, seconded by Director DeWitt Marshall. The motion passed. (Exhibit "B")

The motion passed. CPA Scott Hunsaker left the meeting at 10:30 a.m.

Realtor Blair Crouch arrived at 10:20 to the meeting. Mr. Crouch represents Linda Glover for the properties located at 154 West 1st Street. Ms. Glover counter offered $130,000 for the purchase of the Corner Lot. A discussion was had concerning the purchase of the Corner Lot and the leasing of the upper level of the East Building. A meeting to tour the facilities was scheduled for Wednesday January 25, 2023 at 1:00 p.m. A decision when then be made. Mr. Crouch let the meeting at 10:48 a.m.

January 09, 2023

TREASURER'S REPORT

Cash Balance 11/30/22			$ 1,724.37	
Transfer from 1230			$ 15,000.00	
Receipts December 2022			$ 114,943.17	
			$ 131,667.54	
Disbursements:				
Claims 12/12/22	$ 2,213.63			
Debbie Falconburg	$ 3,795.36			
Brandi Weston	$ 2,374.66			
Farmer's Debit Card	$ 664.73			
IWUA	$ 500.00			
Idaho Premier Tree Service	$ 1,500.00			
Payroll Expenses	$ 5,329.64			
Total Cash Distribution 12/31/22	$ 16,378.02		$ 16,378.02	
Cash on Hand 12/31/22			$ 115,289.52	$ 115,289.52

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

Balance in Investment Pool #1230 11/30/2	$ 778,438.01	
Interest Credited 12/01/22	$ 1,806.36	
Transfer to checking	$ 15,000.00	
Balance in Investment Pool#1230 12/31	$ 765,244.37	$ 765,244.37
Total Balance 12-31-22		$ 880,533.89

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 11/30/22	$ 72,224.86
Interest 12/1/22	$ 167.60
Balance 12/1/22	$ 72,392.46

Average Weighted Yield 2.8233%

CLAIMS January 09, 2023

Rob Blick		$ 168.74
Graham Hooper		$ 197.03
Dewitt Marshall		$ 135.97
Dave Ramseyer		$ 157.63
Dan Shewmaker		$ 167.20
SS Remittance		$ 2,284.54
State Tax Commission		$ 428.00
PERSI		$ 1,758.53
Gallagher Benefit Administrators, Inc.		$ 32.00
Barker, Rosholt, & Simpson	$ 783.30	
Cna Surety	$ 100.00	
Idaho Power	$ 331.89	
Idaho Power Water Quality Facility	$ 25,221.44	
Katchee's Business Forms	$ 31.71	
Mahlke Hunsaker & Company	$ 5,300.00	
PMT	$ 146.47	
Rusty's Painting & Snow Plow	$ 100.00	
State of ID Dept. of Commerce & Labor	$ 42.39	
Times News	$ 27.62	
	$ 32,084.82	$ 5,329.64

January 9, 2023

RESOLVED, That that certain agreement made and entered into by and between Karen M Tolman PR for Marilynn R Jansen of Jerome County, State of Idaho, party/(ies) of the first part, and Travis Charlie Parish of Jerome County, State of Idaho, party/(ies) of the second part, under date of December 1, 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 Eight (8), Township Nine (9) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to Two and 00/100 (2.00) share of the stock of the North Side Canal Company shall be chargeable against Southwest Quarter Southwest Quarter (SW1/4SW1/4) in Section Eight (8), 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.

January 9, 2023

RESOLVED, That that certain agreement made and entered into by and between Scott Jackson General Representative for Lavor Ray Jackson of Gooding County, State of Idaho, party/(ies) of the first part, and Anna Marie Briggs of Gooding County, State of Idaho, party/(ies) of the second part, under date of November 23, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southwest Quarter Northwest Quarter (SW1/4NW1/4) in Section Seventeen (17), Township Eight (8) 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 North Side Canal Company shall be chargeable against Southwest Quarter Northwest Quarter (SW1/4NW1/4) in Section Seventeen (17), Township Eight (8) 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 8 South, Range 16 East, Boise Meridian, Jerome County, Idaho

Section 8: SW¼SW¼, **EXCEPTING** the following described properties:

Parcel 1:
Beginning at the SW¼ corner of Section 8, the TRUE POINT OF BEGINNING;
Thence South 89°56'28" East, 371.28 feet along the Southerly boundary of Section 8; Thence North 2°16'56" East, 10.60.feet;
Thence North 9°09'08" East, 212.08 feet;
Thence North 89°56'28" West, 405.43 feet to the Westerly boundary of Section 8;
Thence South 0°00'04" West, 220.00 feet along the Westerly boundary of Section 8 to the TRUE POINT OF BEGINNING. (containing 1.96 (±)).

And **EXCEPTING**:

Parcel 2:
Commencing at the Southwest corner of said Section 8, from which the S¼ corner of said Section 8 bears North 90°00'00" East, 2645.77 feet;
Thence North 90°00'00" East, along the South boundary of the SW of said Section 8 for a distance of 371.00 feet to the TRUE POINT OF BEGINNING;
Thence North 00°00'00" East, for a distance of 25.00 feet;
Thence North 06°51'42" East, for a distance of 240.13 feet;
Thence South 69°56'05" East, for a distance of 278.48 feet;
Thence South 01°47'48" West, for a distance of 167.95 feet to a point on the South boundary of the SW of said Section 8;
Thence North 90°00'00" West, along the South boundary of the SW of said Section 8 for a distance of 285.00 feet to the TRUE POINT OF BEGINNING.
(containing 1.25 (±)).

And **EXCEPTING:**

Parcel 3:
Beginning at the Southwest corner of Section 8;Thence South 89°56'28" East, 657.30 feet along the Southerly boundary of Section 8 to the TRUE POINTOF BEGINNING;
Thence North 4°05'21" East,142.51 feet, along an existing boundary fence to a one-half inch (½") steel pin with survey cap;
Thence North 13°52'24" East, 374.56 feet along an existing fence;
Thence South 26°13'33" East, 67.58 feet along said fence;
Thence South 57°17'40" East,199.04 feet;
Thence South 0°05'42" East, 337.91 feet to the Southerly boundary of Section 8;
Thence North 89°56'28" West, 297.88 feet along the Southerly boundary of Section 8 to the TRUE POINT OF BEGINNING. (containing 2.52 ac. (±)).

EXHIBIT "B"

Township 8 South, Range 16 East, Boise Meridian, Jerome County, Idaho

Section 8: Part of the SW¼SW¼, described as follows:

Beginning at the SW¼ corner of Section 8, the TRUE POINT OF BEGINNING;
Thence South 89°56'28" East, 371.28 feet along the Southerly boundary of Section 8;
Thence North 2°16'56" East, 10.60.feet;
Thence North 9°09'08" East, 212.08 feet;
Thence North 89°56'28" West, 405.43 feet to the Westerly boundary of Section 8;
Thence South 0°00'04" West, 220.00 feet along the Westerly boundary of Section 8 to the TRUE POINT OF BEGINNING.
(containing 1.96 (±)).

EXHIBIT "A"

Section 17, Township 7 South, Range 14 East, Boise Meridian, Gooding County, Idaho

That portion on the SW¼NW¼, described as follows:

Beginning at a point which bears North 89°52'56" East, 340.75 feet from the NW corner of SW¼NW¼;
Thence North 89°52'56" East, 985.87 feet to the NE corner of said SW¼NW¼;
Thence South 0°07'41" East, 1305.16 feet (being at a point 15.00 feet North of the SE corner thereof);
Thence South 89°52'48" West, 1325 .92 feet to the West line of the SW¼NW¼;
Thence North 0°09'33" West, 586.76 feet;
Thence North 89°52'40" East, 183.48 feet;
Thence North 0 09'33" West, 267.72 feet;
Thence North 61°50'53" East, 178.11 feet;
Thence North 0°09'33" West, 367.00 feet to the TRUE POINT OF BEGINNING.

AND, That portion of the SW¼NW¼, described as follows:

Beginning at the NW corner of the SW¼NW¼ of Section 17, said corner marked by a P.K. Nail;
Thence North 89°51'13" East along the North line of the SW¼NW¼ for a distance of 340.76 feet to a 1/2" rebar;
Thence South 00°08'43" East for a distance of 248.68 feet to a 1/2" rebar which shall be the TRUE POINT OF BEGINNING;
Thence South 00°08'43" East for a distance of 118.51 feet to a 1/2" rebar;
Thence South 60°58'14" West for a distance of 109.44 feet to a 1/2" rebar;
Thence along a non-tangent curve to the right for a distance of 197.05 feet to the Point of Beginning, said curve having a radius of 675.00 feet and a central angle of 16°43'33" with a long chord bearing of North 29°04'02" East for a distance of 196.35 feet. (containing .13 ac. (±)).

AND, The West 209.88 feet of the SE¼NW¼,

<u>EXCEPTING THEREFROM</u> that part of the West 209.88 feet of the SE¼NW¼, described as follows:

Beginning at the NW corner of the SE¼NW¼ of Section 17, Township 7 South, Range 14 East, B.M , said corner marked by a 1/2" rebar; Thence North 89°59'12" East along the North line of the SE¼NW¼ for a distance of 67.93 feet to a 1/2" rebar which shall be the POINT OF BEGINNING;
Thence North 89°59'12" East along the North line of the SE¼NW¼ for a distance of 141.51 feet to a 1/2" rebar;
Thence South 00°02'14" East (South 0°09'33" East recorded) for a distance of 520.44 feet to a 1/2" rebar;
Thence North 21°14'11" West for a distance 383.61 feet to a 1/2" rebar;
Thence along a curve to the right for a distance of 162.97 feet to the POINT OF BEGINNING, said curve having a radius of 1317.11 feet with a central angle of 07°05'22" with a long chord bearing of North 01°01'02" West for a distance of 162.86 feet. (containing 1.093 ac. (±)).
And, EXCEPTING THEREFROM: Part of the SW¼NW¼, described as follows:
Beginning at the NW corner of the SW¼NW¼ of Section 17, said corner marked by a P.K . Nail;
Thence North 89°51'13" East along the North line of the SW¼NW¼ for a distance of 340.76 feet to a 1/2" rebar which shall be the TRUE POINT OF BEGINNING;
Thence North 89°51'13" East along the North line of the SW¼NW¼ for a distance of 189.96 feet to a 1/2" rebar;
Thence along a non-tangent curve to the left for a distance of 238.07 feet to a 1/2" rebar, said curve having a radius of 745.00 feet and a central angle of 18°18'33" with a long chord bearing of South 53°06'47" West for a distance of 237.06 feet;
Thence North 00°08'43" West for a distance of 141.81 feet to the TRUE POINT OF BEGINNING. (containing .309 ac. (±)).

And, <u>EXCEPTING THEREFROM:</u> Part of the SW¼NW¼, described as follows:

Beginning at the West ¼ section corner of Section 17, Township 7 South, Range 14 East, B. M. said corner marked by a 5/8" rebar;
Thence North 00°02'35" West (N 0°09'33" W, rec.) along the west line of Section 17 for a distance of 25.00 feet to POINT OF BEGINNING;
Thence North 00°02'35" West (N 0°09'33" W, rec.) along the west line of Section 17 for a distance of 117.83 feet;
Thence North 89°59'59" East for a distance of 25.00 feet to a 1/2" rebar;
Thence North 89°59'59" East for a distance of 314.10 feet to a 1/2" rebar;
Thence along a non-tangent curve to the left for a distance of 82.71 feet to a 1/2" rebar, said curve having a radius of 745.28 feet with a central angle of 6°21'30" with a long chord bearing of South 47°10'14" East for a distance of 82.66 feet;
Thence South 00°02'35" East for a distance of 61.63 feet to a 1/2" rebar;
Thence South 89°59'59" West for a distance of 374.69 feet to a 1/2" rebar;
Thence South 89°59'59" West for a distance of 25 .00 feet to the POINT OF BEGINNING. (containing 1.04 ac. (±)).

And, <u>EXCEPTING THEREFROM:</u> Part of SW¼NW¼, described as follows:

Beginning at the West ¼ section corner of Section 17, Township 7 South, Range 14 East, B.M. , said corner marked by a 5/8" rebar;
Thence North 00°02'35" West (N 0°09'33" W, rec.) along the West line of Section 17 for a distance of 142.83 feet to the POINT OF BEGINNING;
Thence North 00°02'35" West (N 0°09'33" W, rec.) along the West line of Section 17 for a distance of 159.77 feet;
Thence North 89°59'59" East for a distance of 25 .00 feet to a 1/2" rebar;
Thence North 89°59'59" East for a distance of 196.67 feet to a 1/2" rebar;
Thence along a non-tangent curve to the left for a distance of 198.95 feet to a 1/2" rebar, said curve having a radius of 745.28 feet and a central angle of 15°17'42" with a long chord bearing of South 36°20'38" East for a distance of 198.36 feet;
Thence South 89°59'59" West for a distance of 314.10 feet to a 1/2" rebar;
Thence South 89°59'59" West for a distance of 25.00 feet to the POINT OF BEGINNING. (containing 1.01 ac. (±))

EXHIBIT "B"

TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 17: A parcel of land located in the SW¼NW¼. more particularly described as follows:

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Thence North 00°02'35" West (N 0°09'33" W, rec.) along the west line of Section 17 for a distance of 117.83 feet;
Thence North 89°59'59" East for a distance of 25.00 feet to a 1/2" rebar;
Thence North 89°59'59" East for a distance of 314.10 feet to a 1/2" rebar;
Thence along a non-tangent curve to the left for a distance of 82.71 feet to a 1/2" rebar, said curve having a radius of 745.28 feet with a central angle of 6°21'30" with a long chord bearing of South 47°10'14" East for a distance of 82.66 feet;
Thence South 00°02'35" East for a distance of 61.63 feet to a 1/2" rebar;
Thence South 89°59'59" West for a distance of 374.69 feet to a 1/2" rebar;
Thence South 89°59'59" West for a distance of 25 .00 feet to the POINT OF BEGINNING. (containing 1.04 ac. (±)). <Anna Briggs>

January 9, 2023

RESOLVED, That that certain agreement made and entered into by and between Scott Jackson General Representative for Lavor Ray Jackson of Gooding County, State of Idaho, party/(ies) of the first part, and Craig L Jackson of Gooding County, State of Idaho, party/(ies) of the second part, under date of November 23, 2022 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southwest Quarter Northwest Quarter (SW1/4NW1/4) in Section Seventeen (17), Township Eight (8) 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 North Side Canal Company shall be chargeable against Southwest Quarter Northwest Quarter (SW1/4NW1/4) in Section Seventeen (17), Township Eight (8) 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,

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Thence South 89°52'48" West, 1325 .92 feet to the West line of the SW¼NW¼;
Thence North 0°09'33" West, 586.76 feet;
Thence North 89°52'40" East, 183.48 feet;
Thence North 0 09'33" West, 267.72 feet;
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Thence South 00°08'43" East for a distance of 248.68 feet to a 1/2" rebar which shall be the TRUE POINT OF BEGINNING;
Thence South 00°08'43" East for a distance of 118.51 feet to a 1/2" rebar;
Thence South 60°58'14" West for a distance of 109.44 feet to a 1/2" rebar;
Thence along a non-tangent curve to the right for a distance of 197.05 feet to the Point of Beginning, said curve having a radius of 675.00 feet and a central angle of 16°43'33" with a long chord bearing of North 29°04'02" East for a distance of 196.35 feet. (containing .13 ac. (±)).

AND, The West 209.88 feet of the SE¼NW¼,

<u>EXCEPTING THEREFROM</u> that part of the West 209.88 feet of the SE¼NW¼, described as follows:

Beginning at the NW corner of the SE¼NW¼ of Section 17, Township 7 South, Range 14 East, B.M , said corner marked by a 1/2" rebar; Thence North 89°59'12" East along the North line of the SE¼NW¼ for a distance of 67.93 feet to a 1/2" rebar which shall be the POINT OF BEGINNING;
Thence North 89°59'12" East along the North line of the SE¼NW¼ for a distance of 141.51 feet to a 1/2" rebar;
Thence South 00°02'14" East (South 0°09'33" East recorded) for a distance of 520.44 feet to a 1/2" rebar;
Thence North 21°14'11" West for a distance 383.61 feet to a 1/2" rebar;
Thence along a curve to the right for a distance of 162.97 feet to the POINT OF BEGINNING, said curve having a radius of 1317.11 feet with a central angle of 07°05'22" with a long chord bearing of North 01°01'02" West for a distance of 162.86 feet. (containing 1.093 ac. (±)).
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Thence along a non-tangent curve to the left for a distance of 238.07 feet to a 1/2" rebar, said curve having a radius of 745.00 feet and a central angle of 18°18'33" with a long chord bearing of South 53°06'47" West for a distance of 237.06 feet;
Thence North 00°08'43" West for a distance of 141.81 feet to the TRUE POINT OF BEGINNING. (containing .309 ac. (±)).

And, <u>EXCEPTING THEREFROM:</u> Part of the SW¼NW¼, described as follows:

Beginning at the West ¼ section corner of Section 17, Township 7 South, Range 14 East, B. M. said corner marked by a 5/8" rebar;
Thence North 00°02'35" West (N 0°09'33" W, rec.) along the west line of Section 17 for a distance of 25.00 feet to POINT OF BEGINNING;
Thence North 00°02'35" West (N 0°09'33" W, rec.) along the west line of Section 17 for a distance of 117.83 feet;
Thence North 89°59'59" East for a distance of 25.00 feet to a 1/2" rebar;
Thence North 89°59'59" East for a distance of 314.10 feet to a 1/2" rebar;
Thence along a non-tangent curve to the left for a distance of 82.71 feet to a 1/2" rebar, said curve having a radius of 745.28 feet with a central angle of 6°21'30" wit a long chord bearing of South 47°10'14" East for a distance of 82.66 feet;
Thence South 00°02'35" East for a distance of 61.63 feet to a 1/2" rebar;
Thence South 89°59'59" West for a distance of 374.69 feet to a 1/2" rebar;
Thence South 89°59'59" West for a distance of 25 .00 feet to the POINT OF BEGINNING. (containing 1.04 ac. (±)).

And, <u>EXCEPTING THEREFROM:</u> Part of SW¼NW¼, described as follows:

Beginning at the West ¼ section corner of Section 17, Township 7 South, Range 14 East, B.M. , said corner marked by a 5/8" rebar;
Thence North 00°02'35" West (N 0°09'33" W, rec.) along the West line of Section 17 for a distance of 142.83 feet to the POINT OF BEGINNING;
Thence North 00°02'35" West (N 0°09'33" W, rec.) along the West line of Section 17 for a distance of 159.77 feet;
Thence North 89°59'59" East for a distance of 25 .00 feet to a 1/2" rebar;
Thence North 89°59'59" East for a distance of 196.67 feet to a 1/2" rebar;
Thence along a non-tangent curve to the left for a distance of 198.95 feet to a 1/2" rebar, said curve having a radius of 745.28 feet and a central angle of 15°17'42" with a long chord bearing of South 36°20'38" East for a distance of 198.36 feet;
Thence South 89°59'59" West for a distance of 314.10 feet to a 1/2" rebar;
Thence South 89°59'59" West for a distance of 25.00 feet to the POINT OF BEGINNING. (containing 1.01 ac. (±))

EXHIBIT "B"

TOWNSHIP 7 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 17: A parcel of land located in the SW¼NW¼. more particularly described as follows:

Beginning at the West ¼ section corner of Section 17, Township 7 South, Range 14 East, B.M., said corner marked by a 5/8" rebar;
Thence North 00°02'35" West (N 0°09'33" W, rec.) along the West line of Section 17 for a distance of 142.83 feet to the POINT OF BEGINNING;
Thence North 00°02'35" West (N 0°09'33" W, rec.) along the West line of Section 17 for a distance of 159.77 feet;
Thence North 89°59'59" East for a distance of 25.00 feet to a 1/2" rebar;
Thence North 89°59'59" East for a distance of 196.67 feet to a 1/2" rebar;
Thence along a non-tangent curve to the left for a distance of 198.95 feet to a 1/2" rebar, said curve having a radius of 745.28 feet and a central angle of 15°17'42" with a long chord bearing of South 36°20'38" East for a distance of 198.36 feet;
Thence South 89°59'59" West for a distance of 314.10 feet to a 1/2" rebar;
Thence South 89°59'59" West for a distance of 25.00 feet to the POINT OF BEGINNING. (containing 1.01 ac. (±)) <Craig Jackson>

Exhibit "A"

AMERICAN FALLS RESERVOIR DISTRICT
FINANCIAL STATEMENTS
OCTOBER 31, 2022 and 2021

AMERICAN FALLS RESERVOIR DISTRICT
FINANCIAL STATEMENTS
OCTOBER 31, 2022 and 2021

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
American Falls Reservoir District
Jerome, Idaho 83338

We have audited the accompanying financial statements of American Falls Reservoir District as of and for the years ended October 31, 2022 and 2021 and the related notes to the financial statements, which collectively comprise the American Falls Reservoir District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of American Falls Reservoir District as of October 31, 2022 and 2021, and the changes in its financial position, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the American Falls Reservoir District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the American Falls Reservoir District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the American Falls Reservoir District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the American Falls Reservoir District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information, schedule of employer's share of net pension liability, and schedule of employer contributions listed as required supplementary information in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise American Falls Reservoir District's, basic financial statements. The Schedules of Operations and Maintenance Assessments Receivable on pages 27 and 28 are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Schedules of Operations and Maintenance Assessments Receivable are the responsibility of management and were derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedules of Operations and Maintenance Assessments Receivable are fairly stated in all material respects in relation to the basic financial statements as a whole.

Mahlke Hunsaker & Company pllc
www.m-hcpa.com | 208.734.1809| 201 Canyon Crest Drive, Suite 100 Twin Falls, ID 83301

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 3, 2023, on our consideration of the American Falls Reservoir District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering American Falls Reservoir District's internal control over financial reporting and compliance.

Mahlke Hunsaker & Co.

Mahlke Hunsaker & Company, pllc
Twin Falls, Idaho
January 3, 2023

Mahlke Hunsaker & Company pllc
www.m-hcpa.com | 208.734.1809| 201 Canyon Crest Drive, Suite 100 Twin Falls, ID 83301

AMERICAN FALLS RESERVOIR DISTRICT
Statements of Net Position
October 31, 2022 and 2021

	2022	2021
Assets		
Current Assets		
Cash and Cash Equivalents	$ 16,477	$ 9,754
Investments	776,733	697,881
Prepaid Expenses	1,688	1,612
O&M Assessment Receivable	23,440	22,140
Total Current Assets	818,337	731,387
Property and Equipment		
Equipment	32,849	32,849
Buildings & Improvements	138,364	138,364
Land & Water Storage Rights	5,386,784	5,386,784
Less: Accumulated Depreciation	(132,214)	(128,440)
Total Property and Equipment	5,425,784	5,429,558
Deferred Outflows of Resources		
Pension Obligations	59,306	32,526
Total Deferred outflows of Resources	59,306	32,526
Total Assets and Deferred Outflows of Resources	$ 6,303,427	$ 6,193,470
Liabilities and Net Position		
Current Liabilities		
Accounts Payable	$ 3,920	$ 1,489
Accrued Expenses	4,060	3,701
Total Current Liabilities	7,980	5,191
Noncurrent Liabilities		
Net Pension (Asset) Liability	108,907	(2,188)
Total Noncurrent Liabilities	108,907	(2,188)
Total Liabilities	116,887	3,003
Deferred Inflows of Resources		
Employer pension assumption	486	69,999
Total Deferred Inflows of Resources	486	69,999
Net Position		
Net Investment in Capital Assets	5,425,784	5,429,558
Unrestricted	760,270	690,911
Total Net Position	6,186,054	6,120,469
Total Liabilities, Deferred Inflows, and Net Position	$ 6,303,427	$ 6,193,470

See accompanying notes to the financial statements.

AMERICAN FALLS RESERVOIR DISTRICT
Statements of Revenues, Expenses and Changes in Net Position
For the Years Ended October 31, 2022 and 2021

	2022	2021
Operating Revenues:		
Operation and Maintenance Assessments	$ 1,040,348	$ 724,765
Penalty and Interest on Delinquent Tax Payments	4,244	3,484
Total Operating Revenues	1,044,592	728,249
Operating Expenses:		
Operation and Maintenance:		
American Falls Dam	749,729	570,699
Jackson Lake Dam	8,028	7,511
Secretary's Salary	64,160	59,906
Other Employee Salaries	40,413	35,895
Legal	18,991	11,845
Public Employees Retirement	28,211	(455)
Directors' Fees	11,350	10,900
Insurance and Bonds	4,341	4,065
Depreciation	3,774	3,844
Payroll Taxes	9,178	8,649
Accounting and Auditing Fees	5,000	5,000
Repairs & Maintenance	4,616	5,956
Directors' Expenses	3,680	3,881
Utilities	3,900	3,306
Secretary's Expense	1,619	925
Office Supplies	1,830	2,619
Telephone	1,844	1,750
County Collection Fees	21,826	15,417
Dues & Subscriptions	579	560
Postage	448	438
Uncollectible Taxes	53	45
Bank Fees	289	-
Total Operating Expenses	983,860	752,756
Income (Loss) From Operations	60,732	(24,508)
Non-Operating Revenues (Expenses)		
Interest Income	4,852	1,837
Total Non-Operating Revenues (Expenses)	4,852	1,837
Change in Net Assets	65,585	(22,670)
Net Position - Beginning of Year	6,120,469	6,143,138
Net Position - End of Year	$ 6,186,054	$ 6,120,469

See accompanying notes to the financial statements.

AMERICAN FALLS RESERVOIR DISTRICT
Statements of Cash Flows
For the Years Ended October 31, 2022 and 2021

	2022	2021
Cash Flows From Operating Activities		
Receipts from Customers	$ 1,043,292	$ 722,262
Payments to Suppliers	(835,768)	(644,212)
Payments to Employees	(126,801)	(119,196)
Net Cash Provided (Used) by Operating Activities	80,723	(41,146)
Cash Flows From Capital and Related Financing Activities		
Purchase of Fixed Assets	-	-
Net Cash Provided (Used) by Capital and Related Financing Activities	-	-
Cash Flows From Investing Activities		
Investment in State of Idaho Local Government Investment Pool	(78,852)	43,164
Interest Received on Investments	4,852	1,837
Net Cash Provided (Used) by Investing Activities	(74,000)	45,001
Net Increase (Decrease) in Cash & Cash Equivalents	6,723	3,855
Cash and Cash Equivalents - Beginning of Year	9,754	5,899
Cash and Cash Equivalents - End of Year	$ 16,477	$ 9,754
Cash Flows From Operating Activities		
Income (Loss) from Operations	$ 60,732	$ (24,508)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities		
Depreciation	3,774	3,844
(Increase) Decrease in Prepaid Expenses	(76)	(71)
(Increase) Decrease in Accounts Receivable	-	2,222
(Increase) Decrease in O&M Assessment Receivable	(1,300)	(5,987)
(Increase) Decrease in Deferred Outflows	(26,780)	(15,212)
Increase (Decrease) in Accounts Payable	2,431	(1,445)
Increase (Decrease) in Accrued Salaries and Payroll Taxes	359	(2,206)
Increase (Decrease) in Net Pension Liability	111,095	(65,708)
Increase (Decrease) in Deferred Inflows	(69,513)	67,925
Net Cash Provided (Used) by Operating Activities	$ 80,723	$ (41,146)

See accompanying notes to the financial statements.

AMERICAN FALLS RESERVOIR DISTRICT
Statements of Fiduciary Net Position
Water Quality Facilities Operation and Maintenance Fund
October 31, 2022 and 2021

	2022	2021
Assets		
Current Assets		
Investments	$ 72,069	$ 68,310
Total Current Assets	72,069	68,310
Total Assets	$ 72,069	$ 68,310
Net Position		
Net Position	$ 72,069	$ 68,310
Total Net Position	$ 72,069	$ 68,310

See accompanying notes to the financial statements.

NOTES TO FINANCIAL STATEMENTS

AMERICAN FALLS RESERVOIR DISTRICT
NOTES TO FINANCIAL STATEMENTS
OCTOBER 31, 2022 and 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

American Falls Reservoir District (The District) was organized in 1923, as an irrigation district under the laws of the State of Idaho (Title 43, Idaho Code, as amended). The District does not file income tax returns, maintaining exemption under Internal Revenue Code Section 115 as a governmental entity and function.

Reporting Entity
The District's financial statements include the accounts of all District operations. Financial accountability is overseen by the board of directors which is made up of seven elected members that serve three-year terms. The significant accounting policies followed in the presentation of these financial statements are summarized below. These policies conform to United States of America's generally accepted accounting principles (GAAP for local government units as prescribed in the statements issued by the GASB and other recognized authoritative sources.

Basis of Presentation - Fund Accounting
The accounts of the District are organized and presented as an enterprise fund. Enterprise funds are used to account for operations: (a) that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

Operating Revenue & Expenses
Operating income reported in enterprise fund financial statements includes revenues and expenses related to the primary continuing operations of the fund. Principal operating revenues for proprietary funds are charges to customers for sales or services. Principal operating expenses are the costs of providing goods or services and include administrative expenses and depreciation of capital assets. Other revenues and expenses are classified as non-operating in the financial statements.

Basis of Accounting
The District uses the accrual method of accounting with revenues recognized when earned. Expenses are generally recognized when incurred.

Deposits and Investments
Cash and cash equivalents include amounts of cash on hand, demand deposits and highly liquid short-term investments with an original maturity of three months or less from the date acquired by the District.

State statutes authorize the District to invest any available funds in obligations issued or guaranteed by the U.S. Treasury, the State of Idaho, local Idaho municipalities and taxing districts, the Farm Credit System, or Idaho public corporations, as well as time deposit accounts and repurchase agreements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Deposits and Investments—continued

Investments are stated at fair market value, as determined by quoted market prices, excepts for certificates of deposits, which are non-participating contracts, and are therefore carries at amortized cost. Idaho code provided authorization for the investment of funds as well as to what constitutes an allowable investment. The District policy allows for investment of idle funds consistent with the Idaho State Code 67-1210 and 67-1210A. An annual audit of Joint Powers Investment Pool is conducted by the State Legislative Auditors Office. The Legislative Auditor of the State of Idaho has full access to the records of the Pool.

Custodial Credit Risk

For deposits and investments, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its deposits, investments or collateral securities that are in the possession of an outside party. The District does not have a policy for custodial credit risk outside of the deposit and investment agreements.

Credit Risk

Credit risk is the risk that an insurer of debt securities or another counterparty to an investment will not fulfill its obligation is commonly expressed in terms of the credit quality rating issued by a nationally recognized statistical rating organization such as Moody's, Standard & Poor's and Fitch's. The investments of the District are not rated and the District's policy does not restrict them to rated investments.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes include a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has one item that qualifies for reporting in this category: the pension obligation reported on the statement of net position. The pension obligation results from changes in assumptions or other inputs in the actuarial calculation of the District's net pension liability.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category: the employer pension assumption. The employer pension assumption results from differences between expected and actual experience and the net difference between projected and actual earnings on pension plan investments derived from the actuarial calculation of the District's net pension liability.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Property and Equipment

Property and equipment are stated at cost if purchased or, if donated, at estimated current market value at the date of donation. The District's capitalization policy is in general to capitalize asset purchased in excess of $1,000. Depreciation begins when an asset is operational or serviceable. Depreciation is computed using the straight-line method over the following estimated useful lives:

	Years
Office Equipment	5-15
Buildings & Improvements	15-50
Land and Water Rights	Not Depreciable

Net Position

Equity is displayed in three components as follows:

Net Investment in Capital Assets – This consists of capital assets, net of accumulated depreciation, less the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those capital assets.

Restricted Assets – This consists of constraints placed on net position use through external constraints imposed by grantors, contributors, or laws. When both restricted and unrestricted resources are available for use, generally it is the District's policy to uses restricted resources first and then unrestricted resources when they are needed.

Unrestricted – This consists of net position that does not meet the definition of "restricted" or "Net Investment in Capital Assets."

Operation and Maintenance Assessment Revenue

The operation and maintenance assessment is billed to the landowners in late November of each year. The assessment made in late November following the year end has not been accrued in the October 31, 2022, financial statements. No reserve for uncollectible operation and maintenance assessments for prior years is recorded since the amount not collected in the past has been insignificant.

The amount of the operation and maintenance assessment is determined each year by the District based on the amount due to the United States Bureau of Reclamation on American Falls and Jackson Lake Dam maintenance, plus the anticipated cost of maintaining the District's office. The levy is calculated on a per share basis according to the number of shares in each of the District's segregations.

Most of the assessments are collected in conjunction with respective county property taxes by the authority of Idaho Code (#43-727) per agreement with those counties in July 1923.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Operation and Maintenance Assessment Revenue—continued
The Water Quality Facilities Operation and Maintenance Fund was established in accordance with the water quality facilities agreement dated March 31, 1976. The agreement provides that the constructing agency (American Falls Reservoir District) shall: (1) "Bill and collect in advance, operation and maintenance payments from each space holder", and (2) pay the space holders, "proportionate share of 50% of the annual cost of operations and maintenance of the water quality facilities, but not to exceed $62,500 per year", plus audit and incidental costs. The fund has been presented in the financial statements as a trust fund.

All Water Quality Facilities Operation and Maintenance Funds are maintained in an account through the Idaho State Local Government Investment Pool.

Risk Management
Losses are covered by commercial insurance for the District's liability and health insurance needs. There have been no significant reductions in insurance coverage for the current fiscal year end and no settlements have exceeded insurance coverage for the current fiscal year or the three prior fiscal years.

Pensions

For purposes of measuring the net pension liability and pension expense, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 - DEPOSITS AND INVESTMENTS

Cash and investments on October 31, 2022 and 2021 consisted of the following:

	2022	2021
General Checking Account	$ 16,477	$ 9,754
Total	$ 16,477	$ 9,754

	2022 Carrying Amount	2021 Carrying Amount
Cash and Cash Investments		
Insured and collateralized	$ 16,477	$ 9,754
Uninsured and not collateralized	-	-
Total	$ 16,477	$ 9,754

On October 31, 2022, all of the cash was covered under the Federal Deposit Insurance Corporation and is classified as uncollateralized. Balances in excess of $250,000 are not insured.

Investments – The District held the following investments on October 31, 2022 and 2021.

	2022 Rating	2022 Fair Value	2021 Rating	2021 Fair Value
Idaho State Treasurer Local Government Investment Pool	Unrated	$ 776,733	Unrated	$ 697,881

The Local Government Investment Pool is managed by the State of Idaho Treasurer's office. The funds of the pool are invested in certificates of deposits, repurchase agreements, and U.S. government securities. The certificates of deposit are federally insured. The U.S. government securities and the collateral for the repurchase agreements are held in trust by a safekeeping bank.

For purposes of efficient cash flow management and the management of temporary investments, the District places its investment funds with the Idaho State Treasurer Local Government Investment Pool. The treasurer's office pools the District's funds with those of other government entities and invests those funds in large amounts in traditional banking and financial instruments which allow the District, via the pool, to realize a greater yield on its invested funds than it may otherwise realize by investing its funds on its own. The District is entitled to separate FDIC insurance of $250,000 for its separate funds held within the pooled funds. This coverage applies separately to each bank that is FDIC insured that has District funds invested via the state investment pool.

NOTE 3 – PREPAID EXPENSES

The prepaid expense of $1,688 and $1,612 represents prepaid insurance for the District for fiscal years 2022 and 2021 respectively.

NOTE 4 – OPERATION AND MAINTENANCE ASSESSMENT RECEIVABLE

The operation and maintenance assessment receivable represent the total amount due from current and prior year assessments on October 31, 2022. The District has written off amounts greater than five years overdue. The amount that historically has become uncollectible has been immaterial to the financial statements taken as a whole; therefore, no allowance has been established. See supplemental schedule of assessments receivable for specific details.

NOTE 5 – WATER STORAGE RIGHTS

In March of 2000, the board of directors authorized the issuance of $19,885,000 of American Falls Reservoir District refunding replacement dam bonds. These bonds refunded the February 1990 bond issue of $21,425,000 which had originally refunded the original December 1980 bond issue. The original 1980 bond issue of $22,095,000 was part of the total financing of the original replacement dam project solely in accordance with a 1973 Act of Congress and 1976 contracts. The American Falls Replacement Dam was substantially completed and deeded to the United States of America, Department of Interior, Water and Power Resources Services in 1980.

The total net cost of replacement dam construction was financed as follows:

Space holders' portion, (excluding Idaho Power Company), paid by the Federal Government in accordance with 1978 Federal legislation -	$ 19,646,606
Idaho Power Company portion:	
American Falls Replacement Dam Bonds	22,095,000
Cash advance	523,470
Total	$ 42,265,076

As with the original 1980 bond issue and the February 1990 bond issue, the March 2000 refunding issue is payable solely from and secured by an assignment and pledge of payments derived pursuant to contracts between the District and Idaho Power Company. The bonds will not constitute general obligations of the District, nor a charge against the general credit or taxing power thereof. Accordingly, the bonds have not been included in the financial statements of American Falls Reservoir District.

NOTE 5 – WATER STORAGE RIGHTS – continued

American Falls Reservoir District's share of the space holders' portion of the cost as paid by the Federal Government totaled $5,378,042 (27.373% of the space holder share of storage rights - excluding Idaho Power Company). Accordingly, such amount was recorded as the basis of American Falls Reservoir District's water storage rights.

NOTE 6 – PROPERTY AND EQUIPMENT

A summary of changes in property and equipment for the year ended October 31, 2022 is as follows:

	Land and Water Storage Rights	Building and Improvements	Office Equipment	Totals
Balance on 11/01/21	$ 5,386,784	$ 138,364	$ 32,849	$ 5,557,997
Additions	-	-	-	-
Deletions	-	-	-	-
Balance on 10/31/22	$ 5,386,784	$ 138,364	$ 32,849	$ 5,557,997

	Beginning Balance	Current Depreciation	Retirement	Ending Balance
Accumulated Depreciation	$ 128,440	$ 3,774	$ -	$ 132,214

NOTE 7 - PENSION PLAN

Plan Description

The District contributes to the Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies, and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Responsibility for administration of the Base Plan is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens not members of the Base Plan except by reason of having served on the Board.

NOTE 7 - PENSION PLAN

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of the employer rate for general employees and 74% for public safety. As of June 30, 2022 it was 7.16% for general employees and 9.13% for public safety. The employer contribution rate as a percent of covered payroll is set by the Retirement Board and was 11.94% general employees and 12.28% for police and firefighters. The District's contributions were $13,019 for the year ended June 30, 2022.

Pension Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

On October 31, 2022, the District reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on the District's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. On June 30, 2022, the District's proportion was 0.000027650 percent.

NOTE 7 - PENSION PLAN-continued

For the year ended October 31, 2022, the District recognized pension expense (revenue) of $14,802. On October 31, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 11,976	$ 486
Changes in assumptions or other inputs	17,755	-
Net difference between projected and actual earnings on pension plan investments	25,058	-
Changes in the District's proportion and differences between the District's contributions and the District's proportionate contributions	-	-
The District's contributions subsequent to the measurement date	4,517	-
Total	$ 59,306	$ 486

$4,517 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending October 31, 2022.

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined on July 1, 2022 the beginning of the measurement period ended June 30, 2021 is 4.6 and 4.6 for the measurement period June 30, 2022.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenue) as follows:

2023	$12,986
2024	14,097
2025	6,520
2026	20,700

NOTE 7 - PENSION PLAN-continued

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability in the June 30, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30%
Salary increases	3.05%
Salary inflation	3.05%
Investment rate of return	6.35%, net of investment expenses
Cost-of-living adjustments	1%

Contributing Members, Service Retirement Members, and Beneficiaries

General Employees and All Beneficiaries – Male Pub – 2010 General Tables, increased 11%
General Employees and All Beneficiaries – Female Rub – 2010 General Tables, increased 21%
Teachers – Male Pub – 2010 Teacher Tables, increased 12%
Teachers – Female Pub – 2010 Teacher Tables, increased 21%
Fire & Police – Male Pub – 2010 Safety Tables, increased 21%
Fire & Police – Female Pub – 2010 Safety Tables, increase 26%
Disabled Members – Male Pub – 2010 Disabled Tables, increased 38%
Disabled Members – Female Pub – 2010 Disabled Tables, increase 36%

An experience study was performed for the period July 1, 2015 through June 30, 2020 which reviewed all economic and demographic assumptions including mortality. The Total Pension Liability as of June 30, 2022 is based on the results of an actuarial valuation date July 1, 2022.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

NOTE 7 - PENSION PLAN-continued

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets.

The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are as of 2022.

Asset Class	Target Allocation	Long-Term Expected Nominal Rate of Return (Arithmetic)	Long-Term Expected Real Rate of Return (Arithmetic)
Core Fixed Income	30.00%	1.80%	-0.20%
Broad US Equities	55.00%	8.00%	6.00%
Developed Foreign Equities	15.00%	8.25%	6.25%
Assumed Inflation - Mean		2.00%	2.00%
Assumed Inflation - Standard Deviation		1.50%	1.50%
Portfolio Arithmetic - Mean Return		6.18%	4.18%
Portfolio - Standard Deviation		12.29%	12.29%
Portfolio Long-Term (Geometric) Expected Rate of Return		5.55%	3.46%
Assumed Investment Expenses		0.40%	4.00%
Portfolio Long-Term (Geometric) Expected Rate of Return, Net of Investment Expenses		5.15%	3.06%

Discount Rate

The discount rate used to measure the total pension liability was 7.05%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

NOTE 7 - PENSION PLAN-continued

Sensitivity of the District's proportionate share of the net pension liability to changes in the discount rate.
The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 6.35 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.35 percent) or 1-percentage-point higher (7.35 percent) than the current rate:

	1% Decrease (5.35%)	Current Discount Rate (6.35%)	1% Increase (7.35%)
District's proportionate share of the net pension liability (asset)	$ 192,211	$ 108,907	$ 40,726

Pension plan fiduciary net position
Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Payables to the Pension Plan
On October 31, 2022, there were no payables to the defined benefit pension plan for legally required employer contributions or for legally required employee contributions which have been withheld from employee wages but not yet remitted to PERSI.

NOTE 8 – COMMITMENTS AND SUBSEQUENT EVENTS

Commitments
In July of 2021, The District attended a budget meeting with the Bureau of Reclamation. At this meeting, the Bureau informed those attending that the original proposed Spillway project would have to be done in two or three years instead of the previous one. In doing so, the cost of the project went from approximately $4,000,000 to $12,100,000. The District's approximate portion of this cost is $1,205,520. Due to the increase in the cost of the repairs and the increase in the cost of the Spillway project, the District had no choice but to increase the levy charged to space holders and will have to maintain a higher levy over the next several years to pay for the Districts portion of the Spillway project.

Subsequent Events
The District has evaluated subsequent events through January 3, 2023, the date which the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

Can't revisit budget just publish

AMERICAN FALLS RESERVOIR DISTRICT
Statement of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Years Ended October 31, 2022 and 2021

	2022			2021		
	Proposed and Final Budget	Actual	Variance Favorable (Unfavorable)	Proposed and Final Budget	Actual	Variance Favorable (Unfavorable)
Operating Revenues:						
Operation & Maintenance Assessments	$ 771,000	$ 1,040,348	$ 269,348	$ 769,000	$ 724,765	$ (44,235)
Penalty & Interest on Tax Payments	-	4,244	4,244	3,000	3,484	484
Total Operating Revenues	771,000	1,044,592	273,592	772,000	728,249	(43,751)
Operating Expenses:						
Operation and Maintenance:						
American Falls Dam	578,450	749,729	(171,279)	578,450	570,699	7,751
Jackson Lake Dam	8,000	8,028	(28)	6,000	7,511	(1,511)
Secretary's Salary	63,534	64,160	(626)	61,683	59,906	1,777
Other Employee Salaries	38,000	40,413	(2,413)	36,304	35,895	409
Legal	13,200	18,991	(5,791)	11,200	11,845	(645)
Public Employees Retirement	13,310	28,211	(14,901)	12,600	(455)	13,055
Directors' Fees	13,200	11,350	1,850	11,000	10,900	100
Insurance and Bonds	4,100	4,341	(241)	4,000	4,065	(65)
Depreciation	-	3,774	(3,774)	-	3,844	(3,844)
Payroll Taxes	9,300	9,178	122	9,600	8,649	951
Accounting and Auditing Fees	5,200	5,000	200	5,200	5,000	200
Repairs & Maintenance	12,000	4,616	7,384	13,500	5,956	7,544
Directors' Expenses	4,800	3,680	1,120	4,700	3,881	819
Utilities	3,600	3,900	(300)	4,500	3,306	1,194
Secretary's Expense	2,500	1,619	881	2,000	925	1,075
Office Supplies	2,855	1,830	1,025	3,700	2,619	1,081
Telephone	1,800	1,844	(44)	2,400	1,750	650
County Collection Fees	15,200	21,826	(6,626)	15,200	15,417	(217)
Dues & Subscriptions	620	579	41	620	560	60
Miscellaneous	750	-	750	850	-	850
Postage	600	448	152	450	436	14
Uncollectible Taxes	100	53	47	100	45	55
Bank Fees	-	289	(289)	250	-	250
Total Operating Expenses	791,119	983,860	(192,741)	784,307	752,754	31,553
Income From Operations	(20,119)	60,732	80,851	(12,307)	(24,506)	(12,199)
Non-Operating Revenues (Expenses)						
Interest Income	4,000	4,852	852	8,000	1,837	(6,163)
Total Non-Operating Revenues (Exp	4,000	4,852	852	8,000	1,837	(6,163)
Change in Net Position	(16,119)	65,585	81,703	(4,307)	(22,669)	(18,362)
Net Position - Beginning of Year		6,120,469			6,143,138	
Net Position - End of Year		$ 6,186,054			$ 6,120,469	

See notes to required supplementary information.

AMERICAN FALLS RESERVOIR DISTRICT
SCHEDULE OF EMPLOYER'S SHARE OF NET PENSION LIABILITY
PERSI - BASE PLAN
LAST 10 FISCAL YEARS*

	2022	2021	2020	2019	2018
District's portion of the net pension liability	.000027650	.000027705	.000027354	.000026461	.000026720
District's proportionate share of the net pension liability (asset)	$ 108,907	$ (2,188)	$ 63,520	$ 30,204	$ 39,412
District's covered-employee payroll	$ 109,451	$ 103,527	$ 97,407	$ 89,875	$ 85,843
District's proportional share of the net pension liability as a percentage of its covered-employee payroll	99.50%	-2.11%	65.21%	33.61%	45.91%
Plan fiduciary net position as a percentage of the total pension liability	83.09%	100.36%	88.22%	93.79%	91.69%

	2017	2016	2015
District's portion of the net pension liability	.000026716	.00002985	.000027045
District's proportionate share of the net pension liability	$ 41,993	$ 56,730	$ 35,329
District's covered-employee payroll	$ 82,978	$ 81,848	$ 75,754
District's proportional share of the net pension liability as a percentage of its covered-employee payroll	50.61%	69.31%	46.64%
Plan fiduciary net position as a percentage of the total pension liability	90.68%	87.26%	94.95%

*GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10 year trend is compiled, the District will present information for those years for which information is available.

Data reported is measured as of June 30 each year.

See notes to required supplementary information.

AMERICAN FALLS RESEVOIR DISTRICT
SCHEDULE OF EMPLOYER'S CONTRIBUTIONS
PERSI - BASE PLAN
LAST 10 FISCAL YEARS*

	2022	2021	2020	2019	2018
Statutorily required contribution	$ 13,351	$ 12,534	$ 11,889	$ 10,621	$ 9,831
Contribution in relation to the statutorily required contribution	13,351	12,534	11,889	10,621	9,831
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
District's covered -employee payroll	$ 111,814	$ 104,977	$ 99,575	$ 92,114	$ 86,844
Contributions as a percentage of covered-employee payroll	11.94%	11.94%	11.94%	11.53%	11.32%

	2017	2016	2015
Statutorily required contribution	$ 9,489	$ 9,298	$ 8,883
Contribution in relation to the statutorily required contribution	9,489	9,298	8,883
Contribution deficiency (excess)	$ -	$ -	$ -
District's covered -employee payroll	$ 83,824	$ 82,137	$ 78,476
Contributions as a percentage of covered-employee payroll	11.32%	11.32%	11.32%

*GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10 year trend is compiled, the District will present information for those years for which information is available.

Data reported is measured as of October 31 of each year.

See notes to required supplementary information.

AMERICAN FALLS RESERVOIR DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
OCTOBER 31, 2022 and 2021

NOTE 1- BUDGETARY INFORMATION

Budgetary-GAAP Reporting Reconciliation

The accompanying Budgetary Comparison Schedules compare the legally adopted budget with actual data on a budgetary basis. Accounting principles applied for purposes of developing data on the budgetary basis do not differ significantly from those used to present financial statements in conformity with generally accepted accounting principles (GAAP).

Budgetary Policies

The District prepares an annual budget of revenue and expenditures prior to the beginning of the fiscal year. The budget is prepared on the modified accrual basis of accounting. Budget figures are based on prior levels of revenue and expenditures taking into account specific items which may be planned in advance by the District such as capital outlay expenditures.

SUPPLEMENTARY INFORMATION

SCHEDULE OF OPERATIONS AND MAINTENANCE ASSESSMENTS RECEIVABLE

AMERICAN FALLS RESERVOIR DISTRICT
Schedule of Operations and Maintenance Assessments Receivable
For the Year Ended October 31, 2022

	Balance November 1, 2021	Current Assessment	Cancellations/ Adjustments	Collections	Balance October 31, 2022
Bingham County					
2021 Real	$ -	$ 90,634.66	$ -	$ (89,420.68)	$ 1,213.98
2020 Real	7,474.44	-	-	(632.71)	6,841.73
2019 Real	870.96	-	-	(870.96)	-
2018 Real	133.60	-	-	(133.60)	-
	$ 8,479.00	$ 90,634.66	$ -	$ (91,057.95)	$ 8,055.71
Elmore County					
2021 Real	$ -	$ 9,847.90	$ -	$ (9,847.90)	$ -
2020 Real	-	-	-	-	-
2019 Real	-	-	-	-	-
2018 Real	-	-	-	-	-
	$ -	$ 9,847.90	$ -	$ (9,847.90)	$ -
Gooding County					
2021 Real	$ -	$ 120,731.62	$ -	$ (118,928.88)	$ 1,802.74
2020 Real	1,185.15	-	-	(1,185.15)	-
2019 Real	308.14	-	-	(217.03)	91.11
2018 Real	59.02	-	-	(59.02)	-
	$ 1,552.31	$ 120,731.62	$ -	$ (120,390.08)	$ 1,893.85
Jerome County					
2021 Real	$ -	$ 333,267.36	$ -	$ (331,079.65)	$ 2,187.71
2020 Real	2,474.35	-	-	(1,732.87)	741.48
2019 Real	1,307.06	-	-	(549.82)	757.24
2018 and 2017 Real	284.91	-	-	(267.85)	17.06
	$ 4,066.32	$ 333,267.36	$ -	$ (333,630.19)	$ 3,703.49
Power County					
2021 Real	-	$ 16,995.78	$ -	$ (16,995.78)	$ -
2020 Real	29.20	-	-	(29.20)	-
2019 Real	29.20	-	-	(29.20)	-
2018 Real	-	-	-	-	-
	$ 58.40	$ 16,995.78	$ -	$ (17,054.18)	$ -
Twin Falls County					
2021 Real	$ -	$ 468,530.08	$ -	$ (462,078.11)	$ 6,451.97
2020 Real	4,845.85	-	-	(2,870.79)	1,975.06
2019 Real	2,185.12	-	-	(825.64)	1,359.48
2018 Real	885.20	-	-	(885.20)	-
	$ 7,916.17	$ 468,530.08	$ -	$ (466,659.74)	$ 9,786.51

AMERICAN FALLS RESERVOIR DISTRICT
Schedule of Operations and Maintenance Assessments Receivable
For the Year Ended October 31, 2022

	Balance November 1, 2021	Current Assessment	Cancellations/ Adjustments	Collections	Balance October 31, 2022
Total All Counties					
2021 Real	$ -	$ 1,040,007.40	$ -	$ (1,028,351.00)	$ 11,656.40
2020 Real	16,008.99	-	-	(6,450.72)	9,558.27
2019 Real	4,700.48	-	-	(2,492.65)	2,207.83
2018 and 2017 Real	1,362.73	-	-	(1,345.67)	17.06
	$ 22,072.20	$ 1,040,007.40	$ -	$ (1,038,640.04)	$ 23,439.56

GOVERNMENTAL AUDITING STANDARDS REPORT

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
American Falls Reservoir District

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the American Falls Reservoir District, as of and for the years ended October 31, 2022 and 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated January 3, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered American Falls Reservoir District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of American Falls Reservoir District's internal control. Accordingly, we do not express an opinion on the effectiveness of American Falls Reservoir District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

www.m-hcpa.com | 208.734.1809 | 139 River Vista Place, Suite 202 Twin Falls, ID 83301

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether American Falls Reservoir District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sincerely,

Mahlke Hunsaker & Co.

MAHLKE HUNSAKER & CO., pllc
Twin Falls, Idaho
January 3, 2023

Mahlke Hunsaker & Company pllc
www.m-hcpa.com | 208.734.1809| 139 River Vista Place, Suite 202 Twin Falls, ID 83301

*** 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:

1 Insertions

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

ORDER NUMBER 134452

Reba Davis

(Legals Clerk)

STATE OF IDAHO)
.SS
COUNTY OF TWIN FALLS)

On this 30 day of Jan in the year of 2023 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

AMY WIESMORE
COMMISSION NO. 20203230
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 09/04/2026

Section: Legals

Category: 50 Legal

PUBLISHED ON: 01/30/2023

TOTAL AD COST:	185.00
FILED ON:	1/30/2023

AMY [illegible]
COMMISSION NO. 20203230
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 09/04/2026

AMERICAN FALLS RESERVOIR DISTRICT
Statements of Net Position
October 31, 2022 and 2021

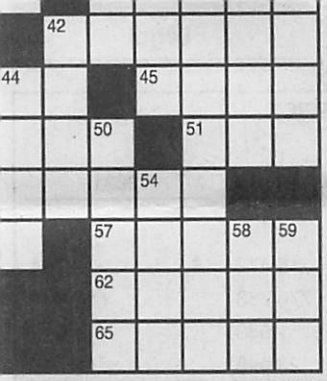
	2022	2021
Assets		
Current Assets		
Cash and Cash Equivalents	$ 16,477	$ 9,754
Investments	776,733	697,881
Prepaid Expenses	1,688	1,612
O&M Assessment Receivable	23,440	22,140
Total Current Assets	818,337	731,387
Property and Equipment		
Equipment	32,849	32,849
Buildings & Improvements	138,364	138,364
Land & Water Storage Rights	5,386,784	5,386,784
Less: Accumulated Depreciation	(132,214)	(128,440)
Total Property and Equipment	5,425,784	5,429,558
Deferred Outflows of Resources		
Pension Obligations	59,306	32,526
Total Deferred outflows of Resources	59,306	32,526
Total Assets and Deferred Outflows of Resources	$ 6,303,427	$ 6,193,470
Liabilities and Net Position		
Current Liabilities		
Accounts Payable	$ 3,920	$ 1,489
Accrued Expenses	4,060	3,701
Total Current Liabilities	7,980	5,191
Noncurrent Liabilities		
Net Pension (Asset) Liability	108,907	(2,188)
Total Noncurrent Liabilities	108,907	(2,188)
Total Liabilities	116,887	3,003
Deferred Inflows of Resources		
Employer pension assumption	486	69,999
Total Deferred Inflows of Resources	486	69,999
Net Position		
Net Investment in Capital Assets	5,425,784	5,429,558
Unrestricted	760,270	690,911
Total Net Position	6,186,054	6,120,469
Total Liabilities, Deferred Inflows, and Net Position	$ 6,303,427	$ 6,193,470

We certify that the above is a true statement of the financial position of the American Falls Reservoir District as of October 31, 2022 to the best of our knowledge and belief.

Graham Hooper, Treasurer

Debbie Falconburg, Secretary

Publish: January 30, 2023



1/30/23

day's Puzzle Solved

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53 Wrap for leftovers
54 Apple's digital assistant
56 Apply a bag of peas to, maybe
58 "Eternal Atake" rapper __ Uzi Vert
59 "O say can you __ ..."

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9	6	4	8	5	2	7	3	1
3	8	1	7	6	4	2	9	5
2	7	5	1	9	3	6	8	4

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7		8	
3		6	

JUMBLE

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

NMISU

NHHUC

MMNTEO

TMDOHE

Get the free **JUST JUMBLE** app • Follow us on Twitter **@PlayJumble**

Print answer here: " " "

Saturday's Jumbles: RIGOR PETTY
Answer: The bulb was being shu
day and was ready to g

THAT SCR
By David

Now arra
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suggeste

OUR WEBSITE FOR EVEN MORE PUZZLES

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 1 successive weekly issues thereof, the date of the first publication being the 1st day of February 2023 and the date of the last publication being the 1st day of February 2023

Signed Brett Crompton

State of Idaho

County of Bingham

On this 1st day of February in the year of 2023 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 Comm. No. 42502 STATE OF IDAHO

Debbie Crompton

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

Net position of A.F. Reservo

Published in The Aberdeen Times Feb. 1, 2023.

AMERICAN FALLS RESER
Statements of Net Position Octob

Assets
Current Assets
Cash and Cash Equivalents
Investments
Prepaid Expenses
O&M Assessment Receivable
Total Current Assets

Property and Equipment
Equipment
Buildings & Improvements
Land & Water Storage Rights
Less: Accumulated Depreciation
Total Property and Equipment

Deferred Outflows of Resources
Pension Obligations
Total Deferred outflows of Resources
Total Assets and Deferred Outflows of Resources

Liabilities and Net Position
Current Liabilities
Accounts Payable
Accrued Expenses
Total Current Liabilities

Noncurrent Liabilities
Net Pension (Asset) Liability
Total Noncurrent Liabilities

Total Liabilities

Deferred Inflows of Resources
Employer pension assumption
Total Deferred Inflows of Resources

Net Position
Net Investment in Capital Assets
Unrestricted
Total Net Position

Total Liabilities, Deferred Inflows, and Net Position

We certify that the above is a true statement of the
Reservoir District as of October 31, 2022 to t

Graham Hooper, Treasurer

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Exhibit 13

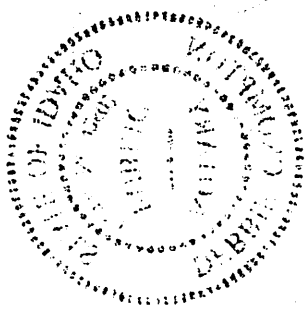

Exhibit "2"

AFFIDAVIT OF PUBLICATION

County of Elmore
State of Idaho } ss.

I, **Swana Stokes**, 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 1 day of Feb, 2023; 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.

Swana Stokes
Legal Clerk

Subscribed and sworn to me this 31 day of Jan, 2023.

Joy M. Martinez
Notary Public

Residing in Mountain Home, Elmore County, Idaho.

My commission expires **10-17-2028**.

JOY M. MARTINEZ
Comm. No. 20224912
NOTARY PUBLIC
Expires: 10/17/2028
STATE OF IDAHO

AMERICAN FALLS RESERVOIR DISTRICT
Statements of Net Position
October 31, 2022 and 2021

	20
Assets	
Current Assets	
Cash and Cash Equivalents	$ 16,
Investments	776
Prepaid Expenses	1
O&M Assessment Receivable	23
Total Current Assets	818
Property and Equipment	
Equipment	32
Buildings & Improvements	138
Land & Water Storage Rights	5,38
Less: Accumulated Depreciation	(132
Total Property and Equipment	5,42
Deferred Outflows of Resources	
Pension Obligations	5
Total Deferred outflows of Resources	5
Total Assets and Deferred Outflows of Resources	$ 6,30
Liabilities and Net Position	
Current Liabilities	
Accounts Payable	$
Accrued Expenses	
Total Current Liabilities	
Noncurrent Liabilities	
Net Pension (Asset) Liability	1
Total Noncurrent Liabilities	1
Total Liabilities	1
Deferred Inflows of Resources	
Employer pension assumption	—
Total Deferred Inflows of Resources	
Net Position	
Net Investment in Capital Assets	5,
Unrestricted	
Total Net Position	6,
Total Liabilities, Deferred Inflows, and Net Position	$ 6

We certify that the above is a true statement of the financial position c
District as of October 31, 2022 to the best of our knowledge and bel

One Publication: February 1, 2023

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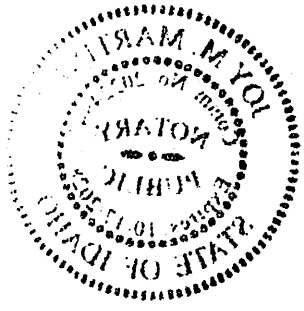


Exhibit "B"

Jerome, Idaho
January 09, 2023

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 09, 2023 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	Membe

Absent:

Brad Shackelford	Member

Secretary Debbie Falconburg, Attorney Michael Short, 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 DeWitt Marshall, seconded by Director Ramseyer, 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 2023; 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 2023 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
Dan Shewmaker, President

Exhibit "B"

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 09, 2023 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 09th day of January, 2023.

Debbie Falconburg
Secretary Debbie Falconburg

(SEAL)

Exhibit "C"

Jerome, Idaho
January 09, 2023

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 09, 2023 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, and Attorney Michael Short 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 2022: 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 $25,221.44 in payment Spaceholders' share of the 2022 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

Exhibit "C"

Jerome, Idaho
January 09, 2023

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 1053 North Lincoln in Jerome, Idaho on January 09, 2023 at 10:00 A.M. with the following persons present:

Dan Shewmaker	President, Chairman
Lorie Kimmons	Vice President, Member
Graham Cooper	Treasurer, Member
Rob Dick	Member
Greg Hunt	Member
Dewayne Mitchell	Member

Absent:

Ron Sandefund	Member

Secretary Debbie Falconbury and Attorney Michael Silott were also present.

After the minutes of the preceding meeting had been read and approved, and after the conduct of other business as not pertinent to the following, it was reported that the Water Quality O & M payment is due to the Idaho Power Company pursuant to a billing received. Hunt moved second. Upon motions made by Director Graham Cooper, seconded by Director Rob Dick, the following resolution be adopted, to-wit:

RESOLUTION

WHEREAS, the American Falls Reservoir District is again forecast American Falls Spaceholders has received a bill from the Idaho Power Company for the "Budget Year" share of the Water Quality O & M for the year 2023; and

WHEREAS, funds are now available to pay said bill;

NOW, THEREFORE, BE IT RESOLVED that the American Falls Reservoir District Board of Directors hereby advises the Secretary of the Treasurer to transfer funds from the Water Quality Facilities Fund Investment Fund Account #1825 to advance to the Idaho Power Company the sum of $75,224.44 in payment spaceholders share of the 2023 American Falls Project Water Quality Facilities O & M cost, pursuant to the American Falls Spaceholder contract and their 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 Falconbury
Debbie Falconbury, Secretary

Dan Shewmaker, President

Exhibit "C"

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 09, 2023, 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 09th day of January 2023.

Debbie Falconburg
Secretary Debbie Falconburg

(SEAL)

IDAHO POWER®
An IDACORP Company

November 15, 2022

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

Subject: 2022 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, 2022.

A total of 1,991kilowatt 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 $204.46. There were 0 kilowatt hours of energy spilled during the period to maintain water quality.

The 2022 operations and maintenance cost associated with the American Falls water quality facilities was $50,238.41. There were no capital improvements to the DO monitoring system during the period (blower replacement). Total 2022 charges for the aeration and monitoring facilities at American Falls were $50,442.87.

After considering the energy, maintenance, capital improvements and 50/50 sharing, the 2022 cost to the Reservoir District is $25,221.44, 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: Alaina Geraty, IPC

BRETT DUMAS
Director
Environmental Affairs

208-388-2330
208-433-2837 FAX
BDumas@idahopower.com

P.O. Box 70 (83707)
1221 W. Idaho St.
Boise, ID 83702

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

IN ACCOUNT WITH

American Falls Reservoir District No. 1
PO Box A
Jerome, ID 83338

Date: November 15, 2022

Invoice No: OTI1122001

Terms: Net 30 days

Please remit copy with payment

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.

2022 WATER YEAR CHARGES (detail attached)	$25,221.44
Contract Limit (not to exceed $62,500.00)	$0.00
TOTAL AMOUNT DUE	**$25,221.44**

Contract Limit - $62,500.00

COMPUTATION OF AMERICAN FALLS WATER QUALITY FACILITY COSTS
For the period November 1st, 2021 through October 31st, 2022

DO Blower Operation:

Energy (May)	1	kWH	@	**$0.0947**	/kWH [1]	=	$0.05
Energy (June-Aug)	1,511	kWH	@	**$0.1053**	/kWH [2]		$159.03
Energy (Sep-Oct)	479	kWH	@	**$0.0947**	/kWH [3]	=	$45.38
Total Energy Charge	1,991	kWH	@	**$0.1027**	/kWH		$204.46
Demand Charge (First 20 kW $0)	-	kW	@	**$ 6.0600**	/kW [4]	=	$0.00
Total Charges (Blower Operation)							$204.46

Spill (Lost Energy): Total Charges (Spill)

- kWH @ $ - /kWH [5] $0.00

Idaho Power Co. O&M Costs

Labor	$45,903.72
Materials	$1,002.43
Purchased Services	$0.00
Other	$3,332.26
Total O&M	$50,238.41
Blower Replacement - WO 27545707	$0.00
Total Capital	$0.00
Total 2022 Charges	$50,442.87
Total Due from Irrigation District (50/50 Split)	**$25,221.44**

1. **From Rate Schedule 9 approved July 14, 2022 - Large General Service, Non-Summer "Energy Charge Effective Rate"**
2. **From Rate Schedule 9 approved July 14, 2022 - Large General Service, Summer "Energy Charge Effective Rate"**
3. **From Rate Schedule 9 approved July 14, 2022 - Large General Service, Non-Summer "Energy Charge Effective Rate"**
4. **From Rate Schedule 9 approved July 14, 2022 - Large General Service, "Demand Charge"**
5. **From Daily Spot Market Price @ Mid-C (peak and non-peak weighted ave)**

Blower Operation Energy Charge Calculations - May 2022

	Summer	Non-Summer
First 2,000 kWHs	-	1
Remaining kWHs	-	-
Tariff (First 2,000 kWH)	$0.105250	$0.094742
Tariff (Remaining kWH)	$0.048716	$0.044196
Energy Charge (First 2,000 kWH)	0.00	0.05
Energy Charge (Remaining kWH)	0.00	0.00
Total Energy Charge	0.00	0.05
Blended Energy Rate per kWH	0	$0.09474

Spill Energy Charge Calculations

ICE Mid-C Light Load Spot ($/Mwh)	$0.0000
ICE Mid-C Heavy Load Spot ($/Mwh)	$0.0000
ICE Mid-C Average Spot ($/Mwh)	$0.0000

Blower Operation Energy Charge Calculations - June thru Sept 2022

	Summer	Non-Summer
First 2,000 kWHs	1,511	479
Remaining kWHs	-	-
Tariff (First 2,000 kWH)	$0.105250	$0.094742
Tariff (Remaining kWH)	$0.048716	$0.044196
Energy Charge (First 2,000 kWH)	159.03	45.38
Energy Charge (Remaining kWH)	0.00	0.00
Total Energy Charge	159.03	45.38
Blended Energy Rate per kWH	$0.10525	$0.09474

Director Dave Ramseyer moved a counter offer of $110,000 be made for the corner lot, seconded by Director Graham Hooper. The motion passed.

Attorney Michael Short distributed packets of information:

I. Water Supply Outlook /SWE (Comparison to 2022)

II. Federal Issues

A. Reclamation Awards Small Scale Efficiency Grants
B. EPA Issues NPDES Permits for Lower Snake Dams
C. BPA 2022 Bounty Program on Pikeminnow

III. State Issues

A. IWRB Recharge Update
B. IWUA Legislative Meeting (1/5)
C. Informal Meeting/Memo on S.R. and Big Wood Moratorium Cases (1/12)
D. WD1 –Rental Pool Subcommittee Meeting 1/12 at 11:30 a.m.
E. IWUA Annual Convention 1/16-1/19 (Riverside, Boise)
F. IWRB January Meetings 1/19 and 1/20 (Boise)
G. Committee of Ni ne Meeting 1/26 at 10:30 a.m. (Pocatello Airport)

NEW BUSINESS

Director Graham Hooper moved to pay the Water Quality Facilities 2022 bill from Idaho Power ($25,221.44) seconded by Director Rob Blick. The motion passed. (Exhibit "C")

There being no further business to come before this Board the meeting adjourned at 11:21 a.m.

President Dan Shewmaker

Secretary Debbie Falconburg

Jerome, Idaho
January 09, 2023

REORGANIZATION

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

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

Michael Short 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 2023.

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 Rob Blick, 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 Dave Ramseyer 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 2023 is $0.625 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 2023, was moved by Director Graham Hooper, seconded by Director Graham Hooper, and passed.

PER DIEM – A motion by Director Graham Hooper, seconded by Director Dave Ramseyer 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 2023 meeting.

BUILDING – The chairman Appointed Directors Graham Hooper, Greg Hirai and Dave Ramseyer to the Building Committee.

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

Dan Shewmaker
President Dan Shewmaker

Debbie Falconburg
Secretary Debbie Falconburg

Jerome, Idaho
January 25, 2023

The Board of Directors of the American Falls Reservoir District, Idaho, met in a special public session at 154 West 1st Street, Jerome, Idaho January 25, 2023 at 1: 03 p.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

Secretary Debbie Falconburg, Assistant Secretary Brandi Weston, Building Owner Linda Glover, and her representative Blair Crouch were present.

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

The Board of Directors inspected the East Building at 154 West 1st Street Jerome. A discussion was held with Linda Glover and Blair Crouch. Linda and Blair were asked to give the Board a few moments to discussion things amongst themselves.

Ms. Glover and Mr. Crouch were invited back to the meeting. A discussion to purchase the corner lot at 152 West 1st Street occurred. Offers were discussed and countered. Director Graham Hooper motioned, seconded by Director Rob Blick to purchase the corner lot of 152 West Ave 1st Jerome, Idaho for $125,000 for cash with closing to be done within 30 days. An easement was agreed to be attached to said property for the existing parking lot. The motion passed.

A motion was made to table the discussion on leasing until more information was collected on selling the building at 1035 N Lincoln Ave, Jerome by Director Rob Blick, seconded by Director Dave Ramseyer. The motion passed. Discussions will continue in 60 days.

There being no further business to come before this Board the meeting adjourned at 2:09 p.m.

President Dan Shewmaker

Debbie Falconburg
Secretary Debbie Falconburg

Jerome, Idaho
February 13, 2023

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 13, 2023 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 January 09, 2023 were than approved with a motion by Director Dave Ramseyer, seconded by Director Rob Blick.

The Secretary presented the Claims and February 13, 2023 Treasurer's Report to the Board. (See page 2)

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

TRANSFERS

Director DeWitt Marshall, seconded by Director Greg Hirai approved three transfers from North Side Canal Company with a motion. (Pages 3 & 4)

OLD BUSINESS

Attorney Travis Thompson distributed packets of information:

I. Water Supply Outlook/SWE

II. Federal Issues

A. Trinity River Winter Flow Case
B. ESA Trumps Klamath Operations Again

III. State Issues

A. IWRB Aging Infrastructure Round 2 Grants
B. IWRB Regional Water Sustainability Project List
C. Anderson Dam Raise Update
D. Lava Ridge Wind Project Draws Opposition
E. ASCC Seeks Intervention in Moratorium Case
F. Committee of Nine/WD1 Meeting –March 6/7 (Holiday Inn-Idaho Falls)
G. C09/WD1 Annual Meeting-2/28 and 3/1

February 13, 2023

TREASURER'S REPORT

Cash Balance December 31, 2022	$	115,289.52
Transfer from #1833	$	25,521.44
Receipts January 2023	$	436,873.29
	$	577,684.25

Disbursements:					
Claims January 09, 2023	$	32,084.83			
Debbie Falconburg	$	4,030.59			
Brandi Weston	$	2,524.04			
Farmer's debit card	$	506.70			
Payroll Expenses	$	7,309.02			
Total Disbursement 1-31-2023	$	46,455.18	$	46,455.18	
Cash on Hand 1-31-2023			$	531,229.07	$ 531,229.07

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

Balance in Investment Pool #1230 1/31/2023	$	765,244.37	
Interest Credited 1/31/2023	$	2,017.62	
Balance In Investment Pool#1230 1/31/2023	$	767,261.99	$ 767,261.99
Total Balance 1/31/2023			$ 1,298,491.06

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 1/31/2023	$	72,392.46
Interest 1/31/2023	$	189.81
Transfer to Cash	$	25,521.44
Balance 1/31/2023	$	47,060.83

Average Weighted Yield 3.6559%%

CLAIMS February 13, 2023

Rob Blick			$	343.07
Greg Hirai			$	288.07
Graham Hooper			$	370.80
DeWitt Marshall			$	273.07
David Ramseyer			$	319.33
Brad Shackelford			$	274.03
Dan Shewmaker			$	338.31
SS Remittance			$	2,584.56
Idaho State Tax Commission			$	455.00
PERSI			$	2,030.78
Gallagher Benefit Administrators, Inc.			$	32.00
TitleOne	$	5,000.00		
Aberdeen Times	$	144.16		
Barker Rosholt & Simpson	$	2,223.70		
Bureau of Reclamation/JLR O&M	$	6,936.80		
Falconburg, Debbie	$	222.51		
Idaho Power	$	333.87		
Mountain Home News	$	148.20		
Power County Press	$	144.16		
Project Mutual Telephone	$	146.47		
Rusty's Painting & Snow Plow	$	100.00		
State Insurance Fund	$	372.00		
Times News	$	185.00		
Western Waste Services	$	66.17		
	$	16,023.04	$	7,309.02

February 13, 2023

RESOLVED, That that certain agreement made and entered into by and between Paragon Investments Company of Idaho, LLC, John Pisto, Devin McGilloway, J.M.D.L Co, and Bonanno Family of Jerome County, State of Idaho, party/(ies) of the first part, and Paragon Investments Company of Idaho, LLC, John Pisto, Devin McGilloway, J.M.D.L Co, and Bonanno Family of Jerome County, State of Idaho, party/(ies) of the second part, under date of January 7, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southwest Quarter of Southeast Quarter (SW1/4SE1/4) in Section Thirty-one (31), 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 Southeast Quarter of Southeast Quarter (SE1/4SE1/4) in Section Thirty-one (31), 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 13, 2023

RESOLVED, That that certain agreement made and entered into by and between Helmick Ranch, LLC of Gooding County, State of Idaho, party/(ies) of the first part, and Keith O & Sandra R Helmick of Gooding County, State of Idaho, party/(ies) of the second part, under date of January 10, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northwest Quarter Southeast Quarter (NW1/4SE1/4) in Section Nineteen (19), Township Five (5) South, Range Thirteen (13) East, Boise Meridian for the purchase of a waterright supplemental to Six and 50/100 (6.50) share of the stock of the North Side Canal Company shall be chargeable against Three and 25/100 (3.25) shares to Southwest Quarter Northeast Quarter (SW1/4NE1/4) and Three and 25/100 (3.25) shares in Section Thirty-six (36), Township Five (5) South, Range Twelve (12) 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 17 East, Boise Meridian, Jerome County, Idaho,

Section 31: A parcel of land situate in the S½ SE¼, described as follows:

COMMENCING at the Southeast corner of Section 31 as shown on Corner Record Instrument No. 2084951, from which the South 1/4 Corner of Section 31 bears North 89°31'03" West, 2629.28 feet;
Thence North 89°31'03" West, 1365.73 feet to the **POINT OF BEGINNING**;
Thence continuing North 89°31'03" West, 719.90 feet;
Thence North 00°28'57" East, 25.00 feet to the northerly right-of-way of E. Frontage Road;
Thence along the northerly right-of-way and along the arc of a non-tangent curve to the right 495.34 feet, having a radius of 547.96 feet, a central angle of 51°47'3711 and subtended by a chord bearing North 64°58'12" West, 478.65 feet;
Thence continuing along the northerly right-of-way and along the arc of a non-tangent curve to the right 175.64 feet, having a radius of 11,309.16 feet, a central angle of 00°53'23" and subtended by a chord bearing North 38°22'09" West, 175.64 feet to the Center Section line;
Thence along the Center section line, North 00°04'34" East, 273.43 feet;
Thence South 89°30'40" East, 1,267.40 feet;
Thence South 00°28'57" West, 633.92 feet to the **POINT OF BEGINNING**.

February 13, 2023

RESOLVED, That that certain agreement made and entered into by and between Curtis Merrill of Gooding County, State of Idaho, party/(ies) of the first part, and Curtis Merrill of Gooding County, State of Idaho, party/(ies) of the second part, under date of January 12, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Eleven and 90/100 (11.90) shares from Lot One (1) and One and 75/100 (1.75) from Lot Two (2) in Section Four (4), Township Eight (8) South, Range Fifteen (15) East, Boise Meridian for the purchase of a waterright supplemental to Thirteen and 65/100 (13.65) share of the stock of the North Side Canal Company shall be chargeable against Northeast Quarter Northwest Quarter (NE1/4NW1/4) in Section Twenty-two (22), 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 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 22: A parcel of land located in the NE¼NW¼, described ail follows:

Commencing at the Northwest corner of Section 22;
Thence South 89°45'00" East, 1320.63 feet along the North section line of Section 22 to the Northwest corner of the NE¼NW¼, **THE TRUE POINT OF BEGINNING**;
Thence South 0°13'4211 West, 1318.97 feet along the West boundary of the NE¼NW¼ to the Southwest corner of the NE¼NW¼;
Thence South 89°45'00" East, 1320.63 feet along the South boundary of the NE¼NW¼ to the Southeast corner of the NE¼NW¼;
Thence North 0°13'42" East, 659.49 feet along the East boundary of the NE¼NW¼ to a point;
Thence North 89°45'03" West, 660.31 feet to a point;
Thence North 0°13'42" East, 659.49 feet to a point on the North section line of Section 22;
Thence North 89°45'00" West, 660.32 feet along the North section line of Section 22 to **THE TRUE POINT OF BEGINNING**.

To Whom It May Concern:

The intent of this letter is to set value for the American Falls Reservoir District building at 1035 N Lincoln in Jerome, Idaho.
I have determined the sales price should be $160,000 to $ 178,900.

Sincerely,
Jaci Walker | Listing Specialist
Keller Williams Sun Valley Southern Idaho
647 Filer Ave.
Twin Falls Idaho 83301
(208) 316-6320

To Whom It May Concern:

The intent of this letter is to set value for the American Falls Reservoir District building at 1035 N Lincoln Jerome, Idaho.

I have determined the sales price should be $ 150,000 to $ 160,000

Sincerely John Beukers

Name John Beukers

Address 711 Riverview Dr

City, State, Zip Twin Falls ID 83301

Phone number 208-280-1530

To Whom It May Concern:

The intent of this letter is to set value for the American Falls Reservoir District building at 1035 N Lincoln Jerome, Idaho.

I have determined the sales price should be $ 275,000 to $ 300,000.

Sincerely

Name BRYAN E. CRAIG - PRESCOTT AND CRAIG

Address PO BOX 567 -

City, State, Zip JEROME, ID 83338

Phone number (208)324-7000

RESOLUTION 2023-02

WHEREAS, the North Side Canal Company, Ltd. (NSCC) entered into a *Memorandum Agreement* with the American Falls Reservoir District (AFRD) on November 20, 1981; and

WHEREAS, pursuant to that agreement NSCC agreed to sell AFRD certain property in the City of Jerome for purposes of building an office; and

WHEREAS, pursuant to that agreement AFRD granted NSCC an option of first refusal if AFRD ever elected to sell that property; and

WHEREAS, NSCC recently sold its adjacent property, purchased new property at a different location for its office and yard, and has no desire to purchase the AFRD property.

NOW, THEREFORE BE IT RESOLVED, by unanimous vote of the NSCC Board of Directors, meeting in regular session on February 16, 2023, in Jerome, Idaho, that it hereby waives any option to buy the AFRD property pursuant to the November 20, 1981 *Memorandum Agreement*;

BE IT FURTHER RESOLVED, that NSCC provide AFRD with a copy of this resolution so that AFRD can freely market and sell its property to a willing buyer.

Dated this 16th day of February, 2023.

Mike Elliott

Mike Elliott - President

Attest:

Alan L. Hansten

Alan Hansten – Secretary

DISTRICT OFFICE

Secretary Debbie Falconburg informed the Board of a Memorandum Agreement she found. The Memorandum states that North Side Canal Company has an option of first refusal on the American Falls Reservoir District's office building. Secretary Debbie Falconburg will speak to North Side Canal Company later this week.

Secretary Debbie Falconburg has collected the three (3) required estimates from landowners in the District. (Pages 5-8)

Director Dave Ramseyer moved that the selling price for the district office by $199,000.00, seconded by Director Rob Blick. The motion passed.

A discussion was held to offer the North Side Canal Company first refusal right to purchase the District Office. Should NSCC decline to purchase; Chip Gallagher will be contacted to have second refusal to purchase District Office. It was proposed that the Building Committee be allowed to negotiate on behalf of the Board. Secretary Debbie should begin the search for an Architect. Director Graham Hooper; seconded by Director Greg Hirai to implement said proposals was passed with a motion.

NEW BUSINESS

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

President Dan Shewmaker

Secretary Debbie Falconburg

Jerome, Idaho
March 13, 2023

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 13, 2023 at 10:00 A.M. with the following person present:

Dan Shewmaker	President, Member via telecommunications
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 Vice President Ramseyer.

The minutes of the Board meeting February 13, 2023 were then approved with a motion by Director DeWitt Marshall, seconded by Director Rob Blick.

The Secretary presented the Claims and March 13, 2023 Treasurer's Report to the Board. (See page 2)

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

TRANSFERS

Director Brad Shackelford, seconded by Director Rob Blick approved four 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/SWE?BOR Apr-July Forecast 98%

II. Federal Issues

A. WOTUS Litigation/House Votes to Block Rule
B. ESA Blocks Oregon Water Resources Order
C. IRS Private Letter Ruling Finds Water Rights Qualify for Sec. 1031 Exchange
D. Lava Ridge Opposition/Comment Period Extended to April 20

III. State Issues

A. IWRB Recharge Update
B. Other States Resistance to Irrigation Cutback
C. Prehearing on S.R. and Big Wood Moratorium Cases -3/10

March 13, 2023

TREASURER'S REPORT

Cash Balance January 31, 2023	$	531,229.07
Transfer to #1230	$	560,000.00
Refund IWUA	$	250.00
Deposit 1833 2/9/23	$	53,000.00
Receipts February 2023	$	215,166.94
	$	239,646.01

Disbursements:

Claims 2-13-2023	$	16,023.04				
Debbie Falconburg	$	4,030.59				
Brandi Weston	$	2,524.04				
Payroll Expenses	$	6,167.30				
TitleOne	$	120,226.89				
Debit Card	$	199.31				
Total Distribution 2-28-2023	$	149,171.17	$	149,171.17		
Cash on Hand 2-28-2023			$	90,474.84	$	90,474.84

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

Balance in Invest Pl #1230 1-31-2023	$	767,261.99		
Transfer from checking	$	560,000.00		
Interest Credited 2-01-2023	$	2,382.29		
Balance in Invest Pl#1230 2-29-2023	$	1,329,644.28	$	1,329,644.28
Total Balance 2-29-2023			$	1,420,119.12

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 01-31-2023	$	47,060.93
Interest 2-01-2023	$	169.13
Balance 2-29-2023	$	47,230.06

Average Weighted Yield 4.3134%

CLAIMS March 13, 2023

Rob Blick			$	171.53
Greg Hirai			$	144.03
Graham Hooper			$	201.02
DeWitt Marshall			$	136.53
Dave Ramseyer			$	159.66
Brad Shackelford			$	274.04
Dan Shewmaker			$	230.41
SS Remittance			$	2,446.90
State Tax Commission			$	455.00
PERSI			$	1,916.18
Gallagher Benefit Administrators, Inc.			$	32.00
Barker Rosholt & Simpson	$	935.00		
ICRMP	$	1,910.00		
Idaho Power	$	358.38		
Project Mutual Telephone	$	146.47		
State Department of Labor	$	155.00		
	$	3,504.85	$	6,167.30

March 13, 2023

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 Tom Gealta of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of February 7, 2023 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 Northwest Quarter Southwest Quarter (NW1/4SW1/4) in Section Twenty-two (22), 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 13, 2023

RESOLVED, That that certain agreement made and entered into by and between Alex Wagner 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 14, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southeast Quarter Northeast Quarter Northeast Quarter Southeast Quarter in Section Thirty-six (36), Township Nine (9) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to None and 25/100 (0.25) 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 13, 2023

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 Christopher & Emily McPhee of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of February 15, 2023 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 Elkhorn Estates North Lot One (1) 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.

March 13, 2023

RESOLVED, That that certain agreement made and entered into by and between Tara Winegar for West Idaho 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 February 14, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Murtaugh Townsite Lot Ten (10) and Eleven (11), Block Five (5) 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.

Exhibit "A"

REQUEST FOR STATEMENTS OF QUALIFICATIONS AND EXPERIENCE FOR DESIGN PROFESSIONAL SERVICES

American Falls Reservoir District
Corner of 1st Ave W and North Alder, Jerome, Idaho 83338

INTRODUCTION

The Request for Statements of Qualifications and Experience (hereinafter "RFQ") will be for design professional services as defined herein. American Falls Reservoir District ("Owner") reserves the right to inquire into the prospective Respondent's ability to provide professional services, as defined below, and to amend the Schedule of Projects and contract Scope of Work, at the sole discretion of Owner, to include any or all of the below listed services, or others not listed. Monies expended in responding to this RFQ will not be reimbursed by Owner.

SCOPE OF WORK

Owner is soliciting Statements of Qualifications and Experience for design professional services to design a new single-story office building to serve as the district office.

The selection process will be in compliance with Idaho Code Section 67-2320 "Professional Service Contracts with Design Professionals Construction Managers and Professional Land Surveyors."

REQUIRED SERVICES
A. GENERAL SERVICES

Owner is requesting submittals for complete design services, including observation during construction.

The design professional shall be currently licensed to practice in the State of Idaho.

A relatively complete construction cost estimate will be required following the Design Development Phase and must be updated at each additional phase.

The design professional will be responsible for Schematic Design, Design Development, Construction Documents, Bidding Assistance, and Construction Observation.

The design professional will be required to meet at least monthly with the Board of Directors (hereinafter "Board") for the purpose of providing at least a verbal report regarding the previous month's progress. Such meetings will show funds expended in the completion of the project and specific accomplishments related to the completion of the project.

The design professional shall produce the following major written products for review by the Board:

1. A preliminary report after schematic services has been completed.

2. A Design Development Report and update to the Board prior to beginning Construction Documents, along with recommended project budget.

3. A final report at the conclusion of the Construction Document Phase to the Board for any additional input and final acceptance.

B. SPECIFIC SERVICES include the typical project management services normally required for design and construction, including civil, architectural/ engineering, structural, mechanical, and electrical engineering; planning, and materials testing.

It is anticipated that the services to be conducted will be in four distinct and sequential phases:

1. **Preliminary Phase.** This phase involves those activities required for defining the scope of the project and establishing preliminary requirements including, without limitation, as follows:

    a. Conferring with the Board on project requirements, programming, finances, schedules, early phases of the project, and other pertinent matters; meeting with the Board and staff and, preparing a detailed project specific scope of work narrative for professional services.

    b. Planning and procuring engineering studies required for preliminary design considerations.

    c. Develop design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts.

2. **Design Phase.** This phase involves all activities required to undertake and accomplish a full and complete project design including, without limitation, as follows:

    a. Conducting and attending meetings and design conferences with the Board, staff, and other Board-appointed individuals to obtain information and to coordinate or resolve design matters.

    b. Evaluation of engineering data; engineering and environmental studies prepared to support the design.

    c. Preparing necessary architectural/engineering reports and recommendations.

    d. Preparing detailed design and construction plans, technical specifications, and contract documents.

    e. Preparing cost estimates.

f. Printing and providing copies of plans, specifications, and contract documents for review.

3. **Bidding or Negotiation Phase.** This phase involves providing sets of plans and specifications and all bid documents; acting for Owner in advertising and securing bids, conduct pre-bid conferences, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents; submittal of bid results and related information.

4. **Construction Phase.** This phase involves all services rendered after the award of a construction contract including, without limitation, as follows:

   a. Providing consultation and advice to Owner during all phases of construction.

   b. Representing Owner at preconstruction conferences.

   c. Preparation of construction management plans and reviewing of contractor construction schedule.

   d. On-site construction inspection and management involving the services of a resident inspector or manager, full-time or periodically during the construction or installation phase of the project as required by Owner, and providing appropriate progress reports to the Board and Staff.

   e. Reviewing and commenting on shop drawings submitted by contractors for compliance with design concepts.

   f. Preparing and negotiating change orders and supplemental agreements as required for review and approval of the Board.

   g. Observing or reviewing performance tests required by specifications.

   h. Reviewing contractor progress and final payment requests.

   i. Making final inspection and submitting a final construction report for the completed project to the Board.

   j. Preparing record drawings of the project. Revising the pre-construction drawings to reflect the as-built conditions.

   k. Assisting Owner with project close out documents.

CONTRACT LIMITATIONS

All firms are advised that some of the services may not be required and that Owner reserves the right to initiate additional procurement action for any of the services included in the initial procurement.

SELECTION PROCESS

A. A Selection Committee will be assembled to review the submittals, interview selected shortlist candidates, and select the successful firm. Members of the selection committee may consist of, but are not limited to, the Board of Directors and their representatives.

B. The selection of a design professional shall be based on a comparative analysis of the professional qualifications necessary for satisfactory performance of the services required.

C. The selection may be made based solely on the proposal information submitted and any necessary investigation of the information provided. The selection committee may also, at its sole discretion, conduct interviews from a shortlist of select candidates.

D. All Statements of Qualifications and Experience submitted shall become the property of Owner and may thereafter be used by Owner, without compensation to the Respondents, for any lawful purpose.

E. The contents of any proposal shall not be disclosed so as to be available to competing Respondents during the negotiations process.

QUALIFICATION STATEMENT CONTENT AND EVALUATION CRITERIA AND WEIGHING SELECTION

Respondents must include the following information in the sequence set forth. Respondents are invited to include innovative methods and/or procedures, which they can provide to ensure successful completion of the project. Unique qualities, capabilities and cost efficiencies may be identified. For each of the specific areas listed below, the responses should include a description of their qualifications to serve as the design professional for this project.

Written Requirements
1. **Cover Letter.** One page maximum
2. **Company Profile.** Describe your firm's history, size, resources, philosophy of service, average annual volume of work, current volume of work, available personnel, unique construction management techniques and methods. Describe what sets you apart from other Design Professional Service firms. Three page maximum.
3. **Project Approach.** Describe your approach to providing design services. What leadership tools would you use to help facilitate teamwork and insure communication among all involved parties? Identify all personnel who will be actively involved in the project by name, title, role, qualifications and experience (resumes may be requested at a later date). Three page maximum.

4. **Budget Control.** Submit a detailed description of the steps that your firm will take to assist the construction manager/general contractor in providing budget updates and value engineering options during the design process. Two page maximum.
5. **Scheduling.** Describe in detail your involvement in the scheduling process. One page maximum.
6. **Home Office Support.** Provide a list of home office personnel that will be actively involved in the project, what their level of experience is and what their role and responsibilities will be. Two page maximum.
7. **Past Performance.** Name three recent projects of similar scope and size that demonstrate your firm's ability to successfully complete this project. Include a current letter of reference from the owner of each project. Six page maximum.

General Submission Procedures and Guidelines

1. Respondents shall submit one (1) original, signed hardcopy of their response to the above-described Qualification Statement and Experience for design professional consulting services at the American Falls Reservoir District Office.

2. Submittals must contain the name, address, daytime phone number, and email of the primary contact for the Respondent.

3. All submittals must be received at the address and by the date and time specified herein. Owner reserves the right, but not the duty, to extend the Request for Statements of Qualifications and Experience submittal date if needed.

4. Any response received after the specified date and time will be returned unopened. All response envelopes must be clearly marked, "Statement of Qualifications – American Falls Reservoir District Office Building Project-Design Professional Services 2023."

5. Upon Owner's request, the Respondent may be required to provide additional information to supplement their response.

6. Owner reserves the right to conduct investigations as required to determine any Respondent's record of performance and their ability to satisfactorily perform the work of this project.

7. Owner reserves the right to reject any and all responses and to accept any response that is deemed to be in the best interest of Owner.

8. Owner reserves the right to negotiate the scope of services, contract terms and compensation for design professional services to be provided, as well as the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate.

9. Owner reserves the right to waive any informalities or irregularities.

10. Final award is contingent upon the successful negotiation of an Agreement. Owner may also negotiate separately with any source in any manner necessary to serve the best interests of Owner.

11. The contents of the submittal may be used in a legal contract or agreement. Candidates should be aware that methods and procedures proposed could become contractual obligations. The successful firm will be required to sign an agreement including Owner's standard terms, including a requirement to carry and maintain a minimum of One Million Dollars ($1,000,000,00) professional liability insurance coverage, as well as posting other bonds as required by law.

12. Awards will be made on the basis of submittals resulting from this request and subsequent interviews, subject to Owner's reservation of the right to reject any and all submittals received as the result of this request.

TIME SCHEDULE

Responses must be received by mail, in person or email and must clearly be marked: "**Statement of Qualifications – American Falls Office Building Project-Design Professional Services 2023.**" Statements of Qualifications must be received at the American Falls Reservoir District's Office no later than **4:30 p.m. (prevailing local time) on Friday, April 7, 2023**. The address is as follows:

Mailing Address:
American Falls Reservoir District
PO Box A
Jerome, ID 83338

Physical Address:
American Falls Reservoir District
1035 N Lincoln
Jerome, ID 83338

Email
afrd1.1923@gmail.com

Written objections to specifications or procedure for selection must be filed with the District's Office at the above address, or by email to afrd1.1923@gmail.com and must be received by said office no later than **3:00 p.m. prevailing local time in Jerome, Idaho on or before Wednesday, March 29, 2023.**

Submittals will be opened by the Board on Monday, April 10, 2023 at the Board's regular public meeting at 10:00 a.m., prevailing local time at the American Falls Reservoir District 1035 N Lincoln, Jerome, Idaho. Owner will endeavor to make a selection of the top ranked qualified firm by Monday, April 25, 2023.

For questions regarding this Request for Statements of Qualification and Experience, please contact Secretary Debbie Falconburg, via email at afrd1.1923. All requests and any responses thereto will be in writing.

REQUEST FOR QUALIFICATIONS

American Falls Reservoir District ("Owner") is seeking responses from Idaho licensed design professional firms to provide their qualifications to perform design services in accordance with Idaho Code Section 67-2320. The project the Owner is contemplating is to build a new single- story office building to serve as the American Falls Reservoir District's office on a bare lot located at 1st Ave W and North Alder, Jerome, Idaho.

The Request for Statements of Qualifications ("RFQ") and Experience Packet may be picked up at the current office of the American Falls Reservoir District, 1035 N Lincoln, Jerome, ID 83338 or viewed at www.afrd1.com

This Request for Qualifications is not a contract or a commitment of any kind by Owner and does not commit the Owner to award a contract.

Formal sealed responses to this RFQ will be accepted in the office of the American Falls Reservoir District until 4:30 p.m., prevailing local time, April 7, 2023. Proposals received after that deadline will not be considered. All submissions will be opened by the Board of Directors of the American Falls Reservoir District on April 10, 2023, at 10:00 a.m., or as soon thereafter as the matter may be accomplished, District Office 1035 N Lincoln Jerome, Idaho.

Dated this 13th day of March 13, 2023. Board of Directors
For American Falls Reservoir District

By: /s/ Dan Shewmaker

Dan Shewmaker,
President

Attest:
Debbie Falconburg, Secretary

By: /s/ Debbie Falconburg

Debbie Falconburg,
Secretary

Publish: Wednesday, March 15, 2023
Wednesday, March 22, 2023

*** Proof of Publication ***

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:

2 Insertions

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

ORDER NUMBER 135594

Sherri Davis
(Legals Clerk)

STATE OF IDAHO)
.SS
COUNTY OF TWIN FALLS)

On this 22 day of March in the year of 2023 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.

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

AMY WIESMORE
COMMISSION NO. 20203230
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 09/04/2026

REQUEST FOR QUALIFICATIONS

American Falls Reservoir District ("Owner") is seeking responses from Idaho licensed design professional firms to provide their qualifications to perform design services in accordance with Idaho Code Section 67-2320. The project the Owner is contemplating is to build a new single- story office building to serve as the American Falls Reservoir District's office on a bare lot located at 1st Ave W and North Alder, Jerome, Idaho.

The Request for Statements of Qualifications ("RFQ") and Experience Packet may be picked up at the current office of the American Falls Reservoir District, 1035 N Lincoln, Jerome, ID 83338 or viewed at www.afrd1.com

This Request for Qualifications is not a contract or a commitment of any kind by Owner and does not commit the Owner to award a contract.

Formal sealed responses to this RFQ will be accepted in the office of the American Falls Reservoir District until 4:30 p.m., prevailing local time, April 7, 2023. Proposals received after that deadline will not be considered. All submissions will be opened by the Board of Directors of the American Falls Reservoir District on April 10, 2023, at 10:00 a.m., or as soon thereafter as the matter may be accomplished, District Office 1035 N Lincoln Jerome, Idaho.

Dated this 13th day of March 13, 2023. Board of Directors
For American Falls Reservoir District

By: /s/ Dan Shewmaker, President

Attest:
Debbie Falconburg, Secretary

By: /s/ Debbie Falconburg, Secretary

Publish: Wednesday, March 15, 2023
Wednesday, March 22, 2023

Section: Legals

Category: 50 Legal

PUBLISHED ON: 03/15/2023, 03/22/2023

TOTAL AD COST:	117.48
FILED ON:	3/22/2023

D. Committee of Nine Meeting/WD1 Meeting 3/6 and 3/7 Recap
   a. Brent Bowen (BID)-Chairman
   b. Mike Rasmussen-Vice Chair
   c. Scott Breeding (Milner)-Treasurer
   d. Jason Brown (TFCC)-Secretary

DISTRICT OFFICE

Director Graham Hooper presented a counter offer from Chip Gallagher with Visser Building CO. for $180,000.00 to purchase the current district office, including six months' rent free with $900 a month NNN thereafter, and standard shared closing costs.

Director Graham Hooper moved the offer be accepted, seconded by Director Rob Blick. The motion passed.

Attorney Travis Thompson will prepare the documents.

Secretary Debbie Falconburg shared her findings to begin the process to build a new office building. A Request of Qualifications be advertised in the Times News and on AFRD's website. A deadline of April 7, 2023 was set. The decision will be made on April 10, 2023. (Exhibit "A")

NEW BUSINESS

After a discussion on the new office build, being no further business to come before this Board the meeting adjourned at 10:38 a.m...

Dave Ramseyer
Vice President Dave Ramseyer

Debbie Falconburg
Secretary Debbie Falconburg

Jerome, Idaho
April 10, 2023

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 10, 2023, 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
	Brad Shackelford	Member
Absent	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 March 13, 2023, were then approved with a motion by Director Dave Ramseyer, seconded by Director Graham Hooper.

The Secretary presented the Claims and April 10, 2023 Treasurer's Report to the Board. (See page 2)

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

TRANSFERS

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

BUREAU OF RECLAMATION

Ryan Bliss, Laura Eck, and Amber Wageman presented the 5-year projects for Jackson Lake Dam and American Falls Reservoir District. They also spoke on the current water situation and the status of a credit for AFRD. ('Exhibit A')

It was decided that the Bureau of Reclamation meet annually with the Board at the April meeting.

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

I. Water Supply Outlook/SWE/BOR Apr-June Update

II. Federal Issues

A. President Biden Vetoes WOTUS Resolution
B. Court Enjoins WOTUS Rule in Texas and Idaho
C. Navajo Tribe Water Right Case before Supreme Court

TREASURER'S REPORT

Cash Balance February 28, 2023		$ 90,474.84	
Transfer to 1833		$ 53,000.00	
Receipts March 2023		$ 6,868.04	
		$ 44,342.88	

Disbursements:

Claims 3-13-2023	$ 3,504.85			
Debit Card	$ 171.53			
Amazon office equipment	$ 3,455.51			
Debbie Falconburg	$ 4,030.59			
Brandi Weston	$ 2,524.04			
Payroll Expenses	$ 5,910.36			
Total Distribution 3-31-2023	$ 19,596.88	$ 19,596.88		
Cash on Hand 3-31-2023		$ 24,746.00	$	24,746.00

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

Balance in Invest PI #1230 2/28/2023	$ 1,329,644.28	
Interest Credited 3/1/2023	$ 3,605.46	
Balance in Invest PI#1230 3-31-2023	$ 1,333,249.74	
Total Balance 3-31-2023		$ 1,333,249.74
		$ 1,357,995.74

4.31%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 2/28/2023	$ 47,230.06
Deposit from cash	$ 53,000.00
Interest 3/1/2023	$ 156.28
Balance 3-31-2023	$ 100,386.34

CLAIMS April 10, 2023

Rob Blick		$	171.54
Graham Hooper		$	201.03
DeWitt Marshall		$	136.54
Dave Ramseyer		$	159.67
Brad Shackelford		$	274.03
Dan Shewmaker		$	169.16
SS Remittance		$	2,423.86
State Tax Commission		$	455.00
PERSI		$	1,887.53
Gallagher Benefit Administrators, Inc.		$	32.00
City of Jerome	$ 100.95		
Idaho Power	$ 303.12		
Project Mutual Telephon	$ 146.47		
State Dept. of Labor	$ 109.84		
Times News	$ 117.48		
US Post Office Box A	$ 354.00		
	$ 1,131.86	$	5,910.36

April 10, 2023

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 Leslie Wilson of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of March 14, 2023 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 None and 43/100 (0.43) share of the stock of the Twin Falls Canal Company shall be chargeable against East Half Southwest Quarter (E2 SW1/4) in Section Eighteen (18), 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.

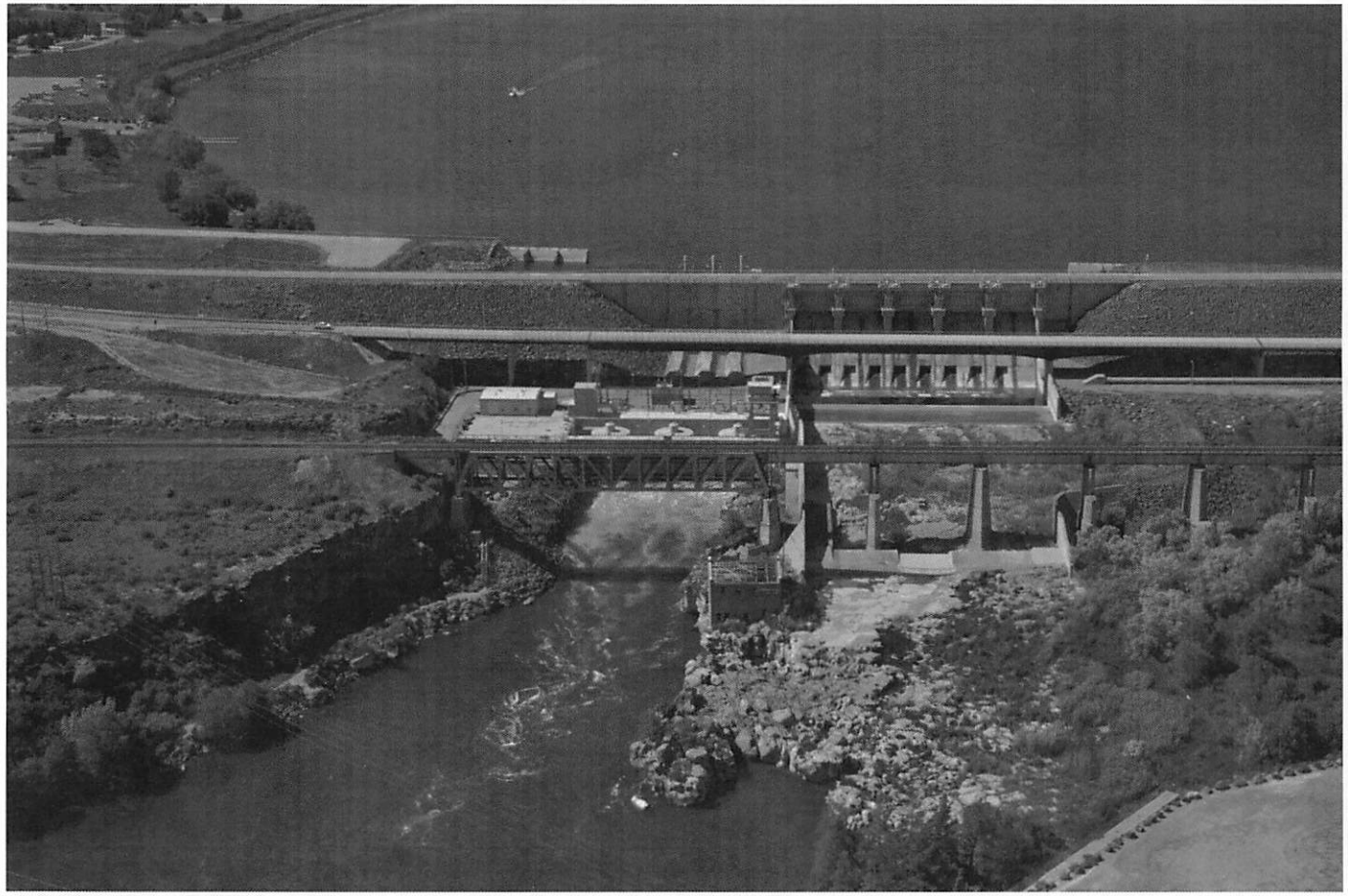
April 10, 2023

RESOLVED, That that certain agreement made and entered into by and between Ron Hite 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 14, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Part of Lots Thirteen (13) and Fourteen (14), Block One (1) 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 None and 50/100 (0.50) 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.

American Falls Dam



American Falls Dam
Current Total Project Cost List

Years	Project	Appropriated %	IPC Falling Water %	Water User %	Estimated Total Cost
4-23 5 2023-2027	Trunnion Pin Repair	$ 2,042,833	$ 2,424,510	$ 2,879,657	**$ 7,347,000**
2023-2027	Guard Gate Frame Inspection and Service Gate Repair	$ 133,464	$ 158,400	$ 188,136	**$ 480,000**
2028-2033	Intake Works Replacement	$ 1,334,640	$ 1,584,000	$ 1,881,360	**$ 4,800,000**

All costs are **<u>estimates</u>** and will be updated annually and are to be used for budgetary purposes only

American Falls Dam – 5-Year Outlook

Year	Project	Estimated Cost
2024	Trunnion Pin Replacement (Construction)	$1,845,000
2025-2027	Trunnion Pin Replacement (Construction)	$1,400,000/yr
2024-2031	Guard Gate Frame Inspection/Repair (1 gate per year)	$30,000/yr
2028	Dam Intakes Replacement (Design)	$250,000
2029	Dam Intakes Replacement (Acquisitions)	$100,000
2030-2032	Dam Intakes Replacement (Construction)	$1,450,000/yr

- Estimates above represent full cost, not just spaceholder portion
- Powerplant Intake Metal Work Replacement and Powerplant Fixed Wheeled Gate Operators have been combined into a new project titled *Dam Intake Works Replacement*

American Falls Reservoir – 5-Year Outlook

Fiscal Year	Project	Estimated Cost
2024	Erosion Control	$700,000
2025	Erosion Control	$700,000
2026	Erosion Control	$710,000
2027	Erosion Control	$720,000
2028	Erosion Control	$730,000

Estimates above represent facility cost, not just spaceholder portion

American Falls Dam & Reservoir
5-Year Budget Projections

Year	Base	Non-Routine	Total Spaceholder Costs	IPC Falling Water Total
FY24	$ 1,752,540	$ 1,875,000	$ 1,624,235	$ 851,070
FY25	$ 1,773,996	$ 1,405,000	$ 1,454,501	$ 692,670
FY26	$ 1,826,396	$ 1,405,000	$ 1,481,294	$ 245,520
FY27	$ 1,880,768	$ 1,339,000	$ 1,483,179	$ 252,450
FY28	$ 1,956,141	$ 280,000	$ 1,096,443	$ 341,880

All costs are **estimates** and will be updated annually and are to be used for budgetary purposes only.

AMF Spillway Repair Budget Update

- Project Budget - $12,100,000 (revised September 2021)
  - 27.81% Appropriated - $3,364,405
  - 33% Idaho Power (direct) - $3,993,000
  - 39.20% Spaceholders - $4,742,595

- Original Contract Bond Credit - $(5,293,936)
  - 33% Idaho Power (direct) - $(2,419,834)
  - 39.20% Spaceholders - $(2,874,102)

- Redistributed Project Budget- $12,100,000 (revised August 2022)
  - 71.56% Appropriated - $8,658,341
  - 13% Idaho Power (direct) - $1,573,166
  - 15.44% Spaceholders - $1,868,493

- *Reclamation will continue to refine this budget estimate with new information as received*

DI-1040

UNITED STATES DEPARTMENT OF THE INTERIOR
DOWN PAYMENT (BILL) REQUEST

Bill #: CREDIT NOTICE
Customer: 3000019380
Date: 02/01/2023
Due Date: NO PAYMENT DUE

Make Remittance Payable To: Bureau of Reclamation
Billing Contact: Rachel Welch, CPN-4231 Phone: 208-378-5112

Remit Payment To: DOI - BOR - Region: Columbia Pacific NW
PO Box 6200-25
Portland, OR 97228-6200

Send Overnight Mail To:
US Bank-Attn: Government Lockbox-DOI
Lockbox # 6200-25
17650 NE Sandy Blvd.
Portland, OR 97230

Payer: AMERICAN FALLS RESERVOIR DIST
PO BOX A
JEROME ID 83338

Checks must be made payable to
Bureau of Reclamation. Please detach the top portion
or include bill number on all remittances.

Amount of Payment: $ _____

Date	Description	Qty	Unit Price		Amount
			Cost	Per	
02/01/2023	AMERICAN FALLS DAM & RESERVOIR O&M FY2022 Estimate $954,166.51 FY2022 Actual $733,750.59 FY2022 Bond Credit $-730,591.05 FY2023 Estimate $578,036.29 Incidental Revenue $0 FY2023 Water Quality Assessment $14,736.56 Remaining Balance $-358,234.12 Contract # 14-06-W-59				0.00
				Amount Due this Bill:	0.00

NO PAYMENT DUE AT THIS TIME

Exhibit "B"

Draft

PURCHASE AND SALE AGREEMENT

(AFRD Office Property)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is executed to be effective as of the ___ day of _____, 2023, by and between AMERICAN FALLS RESERVOIR DISTRICT, an Idaho reservoir district organized under Title 43, Idaho Code, whose mailing address is 1035 N. Lincoln Avenue, Jerome, Idaho 83338 ("Seller"), and VISSER BUILDING COMPANY, L.C., an Idaho limited liability company ("Buyer"), whose mailing address is 8312 W. Northview Street, Ste. 120, Boise, ID 83704.

RECITALS:

A. Seller is the owner of certain real property, situated in Jerome County, Idaho, and more particularly described on **Exhibit A** hereto, as well as all other permanent fixtures except as otherwise described herein. The real property ("Real Property") is better described as but not limited to, the following RP number: RPJ17252290040A.

B. The Real Property is currently being used primarily for the district office and associated parking.

C. Seller and Buyer have agreed to the sale and purchase of the Real Property, subject to the lease of the Real Property to Seller under the terms and conditions set forth herein.

D. Seller agrees to sell and Buyer agrees to purchase the Real Property for $180,000.00.

E. Seller and Buyer agree that Buyer shall continue in possession of the Real Property under the terms of the Lease more fully described herein.

F. Buyer and Seller agree to be bound by the terms and conditions of this Agreement as more fully described herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of the promises, covenants, representations, and warranties set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as set forth below.

1. DEFINITIONS. The following terms have the following meanings when used in this Agreement:

"Agreement." This Purchase and Sale Agreement, including all Exhibits appended to this Agreement.

"Assets." The Real Property and fixtures described herein.

"Business Day." A day other than a Saturday, Sunday, or day on which banking institutions in Idaho are authorized or required by law or executive order to be closed.

"Cash." United States currency represented by cash in hand, certified or cashier's check, wire transfer or other readily available funds.

"Closing." The consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds and documents to Escrow Agent, the disbursement or delivery of such funds and documents by Escrow Agent in accordance with this Agreement and any other consistent instructions, and the recordation of the deed described in Paragraph 6.2.1.

"Closing Date." The Closing Date shall be no later than _____.

"Earnest Money." The Cash to be deposited by Buyer with Seller in accordance with Paragraph 3.1.1 of this Agreement.

"Effective Date." The date of this Agreement.

"Environmental Laws." As used in this Agreement, the term "Environmental Laws" is defined to include, but is not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.A Section 2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A Section 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. Section 300f, et seq.; the Clean Air Act, 42 U.S.C.A. Section 7401 et seq.; the Hazardous Substance Emergency Response Act, Idaho Code Section 39-4401, et seq.; any successor or amendment to those laws (in existence on the date the Seller's representation is made or updated); any rules, regulations, ordinances, orders or decrees issued pursuant to those laws; any other applicable federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree as may now, or at any later time be in effect, regulating, relating to, or imposing, liability, or standards, concerning, or in connection with, hazardous or toxic wastes, substances, materials, chemicals, gases, or particulate matter, or the emission, discharge, dumping, or other release, of any substance to the environment; and any common law theory based on nuisance and strict liability.

"Escrow." The escrow to be created in accordance with this Agreement.

"Escrow Agent." TitleOne, Inc., 237 N Lincoln Ave, Jerome, ID 83338.

"Hazardous Materials." The term "hazardous materials" as used in this Agreement is defined to include, without limitation: (i) oil hydrocarbons, petroleum, petroleum products, or products containing, or derived from, petroleum; and (ii) any hazardous or toxic waste, substance, material, chemical, gas or particulate matter, as presently defined by, or for purposes of, any Environmental Laws.

"Lease." The lease agreement between the Buyer and Seller in the form attached hereto as **Exhibit C**.

"Purchase and Sale Transaction." The purchase and sale of the Assets contemplated by this Agreement.

"Purchase Price." The total purchase price to be paid by Buyer for the Assets, as set forth in Paragraph 3 of this Agreement.

"Real Property." The land described in **Exhibit A** attached to this Agreement consisting of the real property, the fixtures and improvements located thereon, together with all easements, rights of way, mineral rights and appurtenances (excluding water rights) running with, or pertaining to, the land.

2. DEFINITIVE AGREEMENT FOR PURCHASE AND SALE OF THE REAL PROPERTY; NO ASSUMPTION OF LIABILITIES.

   2.1. Upon full execution, this Agreement will be a binding agreement between Buyer and Seller for the purchase and sale of the Assets on the terms, conditions and provisions set forth in this Agreement. This Agreement supersedes all other written or oral agreements between Buyer and Seller concerning the Purchase and Sale Transaction. If Buyer and Seller execute any separate escrow instructions with respect to the Purchase and Sale Transaction on Escrow Agent's form, as may be modified by Buyer and/or Seller in the sole discretion of each, and if there is any conflict or inconsistency between any provision of such escrow instructions and any provision of this Agreement or any other instrument or document executed or delivered under this Agreement, the provisions of this Agreement will control.

   2.2. Buyer does not assume, and shall not be liable or responsible for any of Seller's liabilities, debts or obligations of any kind or nature related to Seller's ownership or operation of the property. Seller further represents there are no outstanding liabilities, debts, or obligations of any kind or nature that could be imposed on any Real or Personal Property that are not disclosed in the agreements being assigned to Buyer.

3. CONSIDERATION. Buyer's consideration for this Agreement shall consist of the payment of the Purchase Price:

   3.1. Purchase Price. The Purchase Price shall be One Hundred Eighty Thousand Dollars ($180,00.00), to be paid as follows:

   3.2. Earnest Money. Simultaneously with the execution of this Agreement, Buyer shall deposit with the Escrow Agent for Seller's benefit, Eight Thousand Dollars ($8,000.00), in Cash, as the Earnest Money, which amount will be credited against the Purchase Price at Closing. This Earnest Money shall be nonrefundable except as set forth in Paragraph 4.1.

3.3. Closing. At Closing, Buyer shall deposit with the Escrow Agent for Seller's benefit, in Cash, the balance of the Purchase Price in the amount of One Hundred and Seventy-Two Thousand Dollars ($172,000.00).

4. DISPOSITION OF INITIAL DEPOSIT. At Closing, the Earnest Money shall be released to the Seller by the Escrow Agent and credited against the Purchase Price. If the Purchase and Sale Transaction is not consummated, Seller and Buyer hereby agree as follows:

4.1. If this Agreement is terminated for any reason other than Buyer's failure to perform Buyer's obligations under this Agreement, the Earnest Money must be refunded immediately to Buyer without interest.

4.2. If this Agreement is terminated due to Buyer's failure to perform Buyer's obligations under this Agreement, the Earnest Money shall be retained by Seller as Seller's liquidated damages as provided in Paragraph 10.

5. BUYER'S DUE DILIGENCE INVESTIGATION. Buyer shall have the right to undertake the following investigation, provided, however, that the results of such investigation shall not constitute conditions precedent to Buyer's performance, nor shall the results of such investigation afford Buyer the right to terminate this Agreement.

5.1. Time to Complete. Buyer's due diligence investigation shall be completed no later than _____.

5.2. License. Seller hereby grants Buyer, its agents, employees and contractors, a limited license to enter the Real Property under the following terms and conditions **("License").**

5.2.1. The term of the License shall begin on the date of this Agreement and continue until Closing.

5.2.2. Buyer's right to enter the Real Property shall be for all purposes reasonably related to Buyer's conducting, at Buyer's expense, surveys, soils tests, engineering studies, hydrological studies and environmental studies.

5.2.3. Buyer agrees to indemnify, defend and save Seller harmless from any and all claims, damages, liability, causes of action, judgments, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal) arising out of or in any way connected with Buyer's exercise of this License. Buyer agrees to repair any and all damage to Real Property arising out of Buyer's exercise of this License and to restore Real Property to as good a condition as on the date immediately preceding the date of this Agreement.

5.2.4. In the event the transaction contemplated by this Agreement fails to close for any reason, Buyer agrees to immediately deliver to Seller all reports, correspondence, surveys and other documents prepared, written or assembled in connection with Buyer's review of the Real Property pursuant to this License and to keep strictly confidential the existence and content of any such surveys, reports or documents unless required to disclose such information by any federal, state or local law, rule or regulation in which case Buyer shall give Seller written notice of such disclosure.

5.2.5. Without limitation upon Paragraph 7, Buyer acknowledges and agrees that Buyer is relying solely upon Buyer's inspections as to the condition of Real Property. Seller is not making, has not made, and expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Assets, including, without limitation the suitability of Assets for Buyer's intended use. Buyer shall independently verify all information and reports regarding any aspect or feature of the Assets provided by Seller. Seller does not guaranty the accuracy of any information or reports provided by Seller, it agents or consultants, including, without limitation, any such information or reports prepared by third parties. Buyer is purchasing the Assets in "As Is" condition with all faults, including both latent and patent defects.

5.3. Title Commitment. The parties have arranged to have Escrow Agent issue a commitment for title insurance with respect to the Real Property, insuring title to the Real Property in the amount of One Hundred Eighty Thousand Dollars ($180,00.00) disclosing all matters of record and other matters of which Escrow Agent has knowledge which relate to the title to the Real Property, detailing Escrow Agent's requirements for closing the Escrow, committing to issue to Buyer standard owner's policy of title insurance with respect to the Real Property, and providing legible copies of all instruments referred to in the report (collectively, the "Commitment"). Seller shall have no obligation to remove any exception to title identified in the Commitment, except for monetary liens which will be discharged at Closing upon the payment of the Purchase Price.

5.3.1. Seller agrees to pay all reasonable title costs and charges typically associated with providing the Commitment.

5.4. Title Insurance Policy. At Closing, Escrow Agent shall commit to issue to and in favor of Buyer a standard coverage owner's policy of title insurance with respect to the Real Property in the amount of One Hundred Eighty Thousand Dollars ($180,00.00), effective on the Closing Date, insuring fee simple title to the Real Property in Buyer (the "Title Policy"). Seller shall pay any and all costs associated with the Title Policy. Buyer, at Buyer's expense, may also elect to obtain extended coverage title insurance or any other endorsement that Buyer may elect to have issued.

5.4.1. Seller agrees to pay all reasonable title costs and charges typically associated with providing the Title Policy.

5.5. Survey. Buyer, at Buyer's expense, may elect to have prepared an ALTA/ACSM Land Title Survey of the Real Property (the "Survey"), provided, however that nothing identified by the Survey shall delay Closing nor shall obtaining the Survey delay Closing.

6. CLOSING.

6.1. Time and Place. Closing will take place in the offices of Escrow Agent by 5 p.m., on the Closing Date.

6.2. Seller's Closing Deliveries. At Closing, Seller shall deliver to Escrow Agent:

6.2.1. A Special Warranty Deed, in the form attached hereto as **Exhibit B**, fully executed and properly acknowledged by Seller, conveying the Real Property to Buyer;

6.2.2. Written evidence that Seller is authorized to enter into this Agreement and the Purchase and Sale Transaction; and

6.2.3. Any other documents that may be reasonably requested by Buyer or Escrow Agent, or reasonably necessary to effect, or carry out, the purposes of this Agreement (which documents are subject to Seller's prior approval, which approval may not be unreasonably withheld, conditioned or delayed).

6.2.4. The Lease executed by Buyer and Seller in the form attached hereto as **Exhibit C**.

6.3. Buyer's Closing Deliveries. At Closing, Buyer shall deliver to Escrow Agent:

6.3.1. The funds required by Paragraph 3.3 of this Agreement;

6.3.2. Written evidence that Buyer is authorized to enter into this Agreement and the Purchase and Sale Transaction; and

6.3.3. Any other funds, instruments or documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary, to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval may not be unreasonably withheld, conditioned or delayed).

6.4. Closing Costs. Seller shall pay for the Commitment and Title Policy as set forth in Paragraphs 5.2 and 5.3. Escrow fees shall be divided equally between Buyer and Seller. Real property taxes and assessments, and other items customarily prorated in

Jerome County, Idaho, shall be prorated as of the Closing Date, based on the latest available figures. Each party must bear its own costs (including attorney fees) in connection with its negotiation, investigation, and conduct of the Purchase and Sale Transaction.

6.5. Possession. Possession of the Assets shall pass to Buyer at Closing, subject to Seller's right to possession as Tenant under the Lease.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Buyer is acquiring the Assets AS IS/ WITHOUT ANY REPRESENTATION OR WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN. Seller's representations are expressly limited to the following:

7.1. Authority. Seller has full power and authority to enter into this Agreement and complete the Purchase and Sale Transaction.

7.2. Title. Seller has fee title to the Real Property. There are no unrecorded agreements, leases, liens or encumbrances which may affect title to the Real Property.

7.3. Binding Agreement. Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

7.4. Other Agreements. Seller shall not, prior to any termination of this Agreement, enter into, or execute, any easement, encumbrance, lease, or other agreement, with respect to the Assets, without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

7.5. No Violations / Hazardous Materials. Seller has not received notice of any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the Assets from any person, authority or agency having jurisdiction over the Assets. Seller has no knowledge of the use of Hazardous Materials on the premises or any violation of the Environmental Laws as those terms are defined above. Seller agrees to release Buyer from any claims arising from the presence of Hazardous Materials on the Premises or violations of Environmental Laws in operation of the Real Property (as those terms are defined above), occurring from the time Seller acquired the Real Property until Closing.

7.6. Taxes and Assessments. Seller represents that all taxes relating to the Assets have been paid to date and Seller has no knowledge of any liens for any taxes or assessments against the Assets. Seller has no knowledge of, or reason to suspect, any proposed change in the assessed valuation of the Assets. Neither Seller, nor anyone on Seller's behalf, has appealed the assessed valuation of the Assets, or has entered into, or attempted to negotiate, an agreement, or taken any other action to reduce or otherwise modify the assessed valuation of the Assets. Seller has no knowledge of, or reason to

suspect, any proposed public improvements that could result in any taxes or charges being assessed against the Assets, or result in a lien on the Assets.

7.7. No Litigation or Condemnation. To Seller's knowledge, there are no suits, claims, proceedings or investigations, pending or threatened, with respect to the Real, or which will adversely affect Seller's ability to meet its obligations with respect to the Purchase and Sale Transaction. Seller has no knowledge of, or reason to suspect, any proposed public improvements that could result in any condemnation or taking of all, or a portion of, the Real Property.

7.8. No Bankruptcy Proceedings. Seller has not: (a) made a general assignment for the benefit of creditors; (b) filed any voluntary petition in bankruptcy, or received notice of the filing of any involuntary petition in bankruptcy against Seller; (c) received notice of the appointment of a receiver to take possession of all or substantially all of Seller's Assets; (d) received notice of the attachment or other judicial seizure of all or substantially all of Seller's Assets; (e) within 12 months preceding the Effective Date, admitted in writing its inability to pay its debts as they come due; or (f) made an offer of settlement, extension or composition to its creditors generally.

7.9. No Default. Seller is not in default under the terms of any written agreement by Seller pertaining to the Assets; nor does Seller have knowledge that any event has occurred which, with notice or passage of time, or both, would constitute a default by Seller under any agreement; nor has Seller received notice of any default under any agreement or encumbrance to which the Assets, or any portion of the Assets, are subject.

7.10. Consents. Neither the execution and the delivery of this Agreement, nor the consummation of the Purchase and Sale Transaction, shall be subject to any requirement that Seller obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority, or third party, which has not been obtained, or which, in any single case, or in the aggregate, if not obtained or made, would render the execution, delivery or consummation illegal or invalid, or would constitute a default under this Agreement, or result in the creation of any lien, charge or encumbrance upon the Assets.

7.11. Access and Utilities. Access to the Real Property is available over the existing roads serving the Real Property. Seller makes no representation or warranty as to the legal title or status of such roads, other than Seller has continuously accessed the Real Property over such roads from and after its acquisition of the Real Property. Water, electricity, and telephone service, are presently available on the Real Property.

7.12. No Obligations or Claims. Seller further represents there are no outstanding liabilities, debts, or obligations of any kind or nature that could be imposed on the Real Property that are not disclosed in the agreements being assigned to Buyer. Seller further

represents there are no outstanding claims related to any personnel contracts related to use of the Real Property.

The foregoing representations must be true, correct and complete on, and as of the Effective Date, and on, and as of, the Closing Date. All representations by Seller, set forth in this Agreement, shall survive the consummation of this Agreement and the delivery and recordation of the Special Warranty Deed described in Paragraph 6.2.1 for a period of two years from the date of recording of the Special Warranty Deed. Where the terms "to Seller's knowledge" or "Seller has no knowledge", or a derivative thereof, appears in this Agreement, it shall mean to the present actual knowledge of Seller, without further investigation or inquiry required.

8. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller that:

   8.1. Authority. Buyer has full power and authority to enter into this Agreement, and to complete the Purchase and Sale Transaction.

   8.2. Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement shall be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, such additional documents shall be binding and enforceable against Buyer in accordance with their terms.

   8.3. Other. Buyer shall be responsible for any building demolition and any required asbestos and lead paint remediation and abatement.

The foregoing representations and warranties must be true, correct and complete on, and as of, the Effective Date, and on, and as of, the Closing Date. All representations and warranties by Buyer set forth in this Agreement, shall survive the consummation of this Agreement, and the delivery and recordation of the deed described in Paragraph 6.2.1.

9. BROKER'S COMMISSION. Seller and Buyer warrant, each to the other, that they have not dealt with any finder, broker or realtor, in connection with the Purchase and Sale Transaction.

10. DEFAULT AND REMEDIES. Time is of the essence of this Agreement. Upon the failure of either party to perform their obligations hereunder, such party shall be deemed to be in default if such failure continues for five (5) calendar days after the defaulting party's receipt of written notice from the non-defaulting party. Upon a default occurring, the non-defaulting party is entitled to the following remedies:

    10.1. IF SELLER FAILS TO PERFORM ANY OF SELLER'S OBLIGATIONS UNDER THIS AGREEMENT, THEN BUYER'S SOLE AND EXCLUSIVE REMEDY

SHALL BE TO EITHER (A) TERMINATE THIS AGREEMENT AND RECEIVE A REFUND OF THE INITIAL DEPOSIT, WITHOUT INTEREST; OR (B) BRING AN ACTION FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT, THE PARTIES ACKNOWLEDGING HEREBY THAT IT IS THEIR INTENTION THAT THIS AGREEMENT BE SUBJECT TO SPECIFIC PERFORMANCE.

10.2. IF BUYER FAILS TO PERFORM ANY OF BUYER'S OBLIGATIONS UNDER THIS AGREEMENT, SELLER'S SOLE REMEDY FOR BUYER'S FAILURE SHALL BE TO TERMINATE THIS AGREEMENT AND RETAIN THE INITIAL DEPOSIT AS LIQUIDATED DAMAGES, SELLER AND BUYER HEREBY AGREEING THAT IT WOULD BE IMPRACTICABLE, AND EXTREMELY DIFFICULT, TO FIX THE AMOUNT OF SELLER'S ACTUAL DAMAGES, AND FURTHER AGREEING THAT THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE AMOUNT SELLER MIGHT BE DAMAGED AS A RESULT OF BUYER'S FAILURE TO PERFORM UNDER THIS AGREEMENT.

If either party terminates this Agreement as provided in either Paragraphs 10.1 or 10.2, then the terminating party shall give written notice of the termination to the other party and to the Escrow Agent. Upon termination of this Agreement by a party, Escrow Agent shall return all documents deposited in the Escrow to the party who supplied the documents, the Initial Deposit shall be disposed of in accordance with Paragraphs 4 and 10, the Escrow shall be deemed canceled and terminated, and, except as provided in this Agreement, neither party shall have any further liability or obligation under this Agreement.

11. ATTORNEY FEES. If there is any litigation or other action taken by any party to enforce or interpret any provisions of, or rights arising under, this Agreement, the defaulting party shall pay to the other party, all costs and expenses, including, but not limited to, reasonable attorney fees and costs, which the other party may incur in enforcing this Agreement, or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit or otherwise.

12. NOTICES. Any notice given in connection with the Purchase and Sale Transaction must be in writing, and must be given by personal delivery, overnight delivery, confirmed facsimile, or United States certified or registered mail, with postage prepaid, and return receipt requested, addressed to Seller or to Buyer at the following addresses (or at such other address as Seller or Buyer, or the person receiving copies, may designate in writing):

SELLER: American Falls Reservoir District
1035 N. Lincoln Avenue,
Jerome, Idaho 83338
Email: afrd1.1923@gmail.com
Phone: 208-324-8835
Fax:

BUYER: Visser Building Company, L.C.

8312 W. Northview Street, Ste. 120
Boise, Idaho 83704
Email
Phone
Fax

ESCROW AGENT: Name of Agent
TitleOne, Inc.
237 N Lincoln Ave
Jerome, Idaho 83338
Email
Phone
Fax

Notice shall be deemed to have been given on the date the notice is delivered by personal delivery or by confirmed facsimile, or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice shall be deemed to have been received on the date the notice is actually received, or delivery is refused. Copies of all notices given to Seller or Buyer must be given to Escrow Agent.

13. ESCROW CANCELLATION CHARGES. If the Escrow fails to close for any reason other than Buyer's default, Seller shall be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close because of Buyer's default, Buyer will be liable for any such cancellation charges by Escrow Agent.

14. ADDITIONAL ACTS. The parties agree to execute promptly all other documents, and perform all other acts, as may be reasonably necessary to carry out the purpose and intent of this Agreement.

15. GOVERNING LAW. This Agreement shall be governed by, and construed, and enforced, in accordance with the laws of the State of Idaho.

16. BUSINESS DAYS. If this Agreement requires any act to be done, or action to be taken, on a date which is not a Business Day, that act or action shall be deemed to have been validly done, or taken, if done or taken on the next succeeding Business Day.

17. WAIVER. The waiver by any party to this Agreement of any right granted to it under this Agreement, shall not constitute a waiver of any other right granted under this Agreement; nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

18. SURVIVAL. All of the covenants, agreements, representations and warranties, set forth in this Agreement shall survive Closing, and shall not merge into any deed, assignment, or other instrument, executed or delivered under this Agreement.

19. COUNTERPARTS/FACSIMILE. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile which shall be effective as an original.

20. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns. Buyer may freely assign its rights under this Agreement, provided however, that Buyer shall remain solely responsible for the payment of the Purchase Price.

21. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the Effective Date; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.

22. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney), prepared the executed Agreement or any earlier draft of this Agreement.

23. HEADINGS. The headings in this Agreement are for reference only, and do not limit or define the meaning of any provision of this Agreement.

24. NO THIRD-PARTY BENEFICIARY. No term or provision of this Agreement, or the exhibits to this Agreement, is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation, or entity, has any right or cause of action under this Agreement.

25. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.

26. TIME OF ESSENCE. Time is of the essence in the performance of this Agreement.

27. INCORPORATION BY REFERENCE. All Exhibits to this Agreement are fully incorporated into this Agreement as though set forth in full.

28. PROFESSIONAL FEES. Except as provided in Paragraph 11, regardless of whether the transaction contemplated by this Agreement is consummated, each respective party shall be responsible for its own legal, accounting and other professional fees incurred in relation to this Agreement or the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

SELLER:

AMERICAN FALLS RESERVOIR DISTRICT

Date:_____

_____
By: Dan Shewmaker, President

BUYER:

VISSER BUILDING COMPANY, L.C.

Date:_____

_____
By: Chip Gallagher

EXHIBIT LIST

A	-	Property Survey & Legal Description
B	-	American Falls Reservoir District and Visser Building Company, L.C. Lease
C	-	Special Warranty Deed

Exhibit "C"

Written Proposal For

Architectural Services

For

American Falls Reservoir District – Jerome, Idaho

April 10, 2023

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la laughlin ricks architecture

134 3rd Ave E. Twin Falls, ID 83301
(208) 736-8050
Email: colby@lrallc.com
Web: lrallc.com

April 10, 2023

Re: American Falls Reservoir District for a new 1,200 – 1,500 SF single story office building

Dear Selection Committee:

It is my pleasure to introduce Laughlin Ricks Architecture (LRA) as a candidate to provide architectural services and to express our genuine interest in providing quality architectural services to American Falls Reservoir District. We have not had the privilege of working with your district before and look forward to the prospect of starting a professional relationship and the opportunity to provide specialized architectural solutions to meet the specific needs to support your organization and the individuals you serve.

Laughlin Ricks Architecture is a full-service Architectural Firm Licensed in the State of Idaho with over 30 years of experience. We have successfully completed diverse and complex commercial building projects presenting a wide range of planning and design challenges for various types of projects, that include new and replacement buildings, additions, modernizations, minor refurbishments, and renovations.

Thank you for your consideration. We hope that you will find that our resources and our experience will qualify us to assist you in planning and designing the office Building.

If you have any questions regarding our Statement of Qualifications or require any additional information, please contact us.

Sincerely,
LAUGHLIN RICKS ARCHITECTURE

R Colby Ricks

R. COLBY RICKS

Laughlin Ricks Architecture

Capability to Perform 1

Laughlin Ricks Architecture, LLC
134 3rd Ave East
Twin Falls. ID 83301
(208) 736-8050
email: colby@lrallc.com
web: lrallc.com

OUR EXPERIENCED TEAM PROVIDES THESE SERVICES:

- Architectural Design
- Planning and Project Development
- Virtual Reality walk-throughs
- Material Specifications
- Project Scheduling & Project Cost estimating
- Site studies and analysis
- Analysis of Codes and Requirements
- Construction Drawing preparation
- Project Administration and Coordination
- Maintenance and Operations manuals
- Managing Structural, Mechanical, Electrical, and Civil Consultants.
- Soliciting Surveys and Geotechnical investigations and Incorporating into the Contract Documents.

FIRMS HISTORY

Our firm was established in 1992 by Roger Laughlin as Laughlin & Associates and continues today as Laughlin Ricks Architecture, Limited Liability Corporation (LLC), with Ricks as the Principal in Charge. Laughlin Ricks Architecture (LRA) has served the Magic Valley for over 30 years.

Laughlin Ricks Architecture is an experienced firm with a solid reputation with diverse experience in new construction, replacements, modernizations, renovations, refurbishments and additions. Laughlin Ricks Architecture scope of work primarily encompasses commercial building in and around Twin Falls, Idaho and across the Magic Valley. We have assisted in the planning and designing of facilities that serve the community, with a broad scope of project types. This includes, Office facilities, Industrial facilities, Educational facilities, Commercial, residential, Medical and Hospital Design.

LRA has experience in programming, cost estimating, budget tracking, pre-design through construction documents, and construction administration through project closeout.

GOAL

Our goal is to design a facility that will be built with value, maintainable, is affordable and on budget, sustainable, and well organized.

PHILOSOPHY OF SERVICE

Laughlin Ricks Architectures' approach and philosophy is based on our belief that each project is unique. Our approach to each project follows a successful pattern of staff and administration involvement, promoting clear communication between all parties, and complete support and guidance through each step of the architectural design process.

AVAILABILITY

Location / Flexibility

We are a local firm. Our Architectural and Engineering teams are in close proximity to Jerome, which is important for regular meetings and site visits. The ***responsiveness and flexibility*** for the Owner/Architect to hold a meeting at short notice with the Contractor is a major key to project success. Being on-site and observing construction regularly has allowed our firm to deal with issues early before they become a problem. We are "on-call" and are able to provide on-site support as necessary.

We take exceptional pride in providing efficient and timely drawings and plans for our clients to develop well designed and functional buildings and following through with detailed oversight throughout the building phases.

Our team is 100% committed to providing the responsive design, bidding and construction services these projects require.

SIZE

STAFF RESOURCES SUMMARY	
Discipline	
Architects	1
Architect in Training (AIT)	1
Draftspersons	1
Administrative Staff	1

Laughlin Ricks Architectural staff consists of 4 dedicated professionals, committed to the successful completion of your project.

RESOURCES

Relationships - Our firm has developed close working relationships with excellent local engineering companies to provide requirements for complete structural, civil, Landscape, electrical and mechanical drawings and related services as needed.

Technology – Laughlin Ricks Architecture has been at the forefront using the latest technology. Our experienced team utilizes BIM (Building Information Modeling) AutoDesk Revit software and VR (Virtual Reality) using the Oculus Rift.

Building Information Modeling (BIM) Our 3D AutoDesk Revit allows us to model existing facilities and provide realistic renderings to show future additions, modernizations and new facilities as a support tool for the County. BIM allows one to see the building in three-dimensional views prior to construction.

Virtual Reality (VR) will allow clients to experience and understand a building or space, long before it is actually built. With VR you will be able to understand not just what a building will look like, but also what it will *feel* like. VR is an immersive experience to give a sense of spatial relationships and qualities of the project and will allow the opportunity to explore a virtual representation of a particular room, floor, or building as a whole. This allows a design concept to instantly come to life in a true-to-scale environment, this understanding allows more confidence in the design moving forward.

We provide this resource to help reduce change orders by identifying conflicts of the building elements during design in lieu of during construction. Laughlin Ricks Architecture provides these services at no additional charge to the Owner.

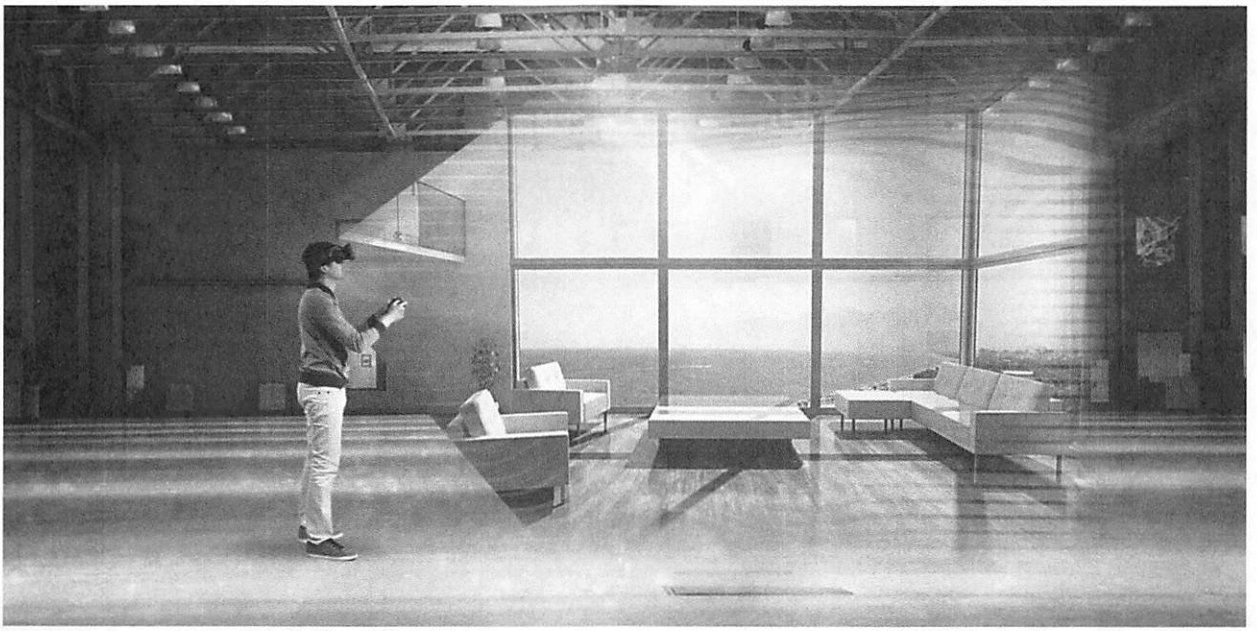


Image Composite by Micke Tong

Colby Ricks, NCARB Idaho license # AR-985708

Owner, Design Principle / Laughlin Ricks Architecture

PROJECT POSITION
Project Manager
Design Principal
Registered Architect

Years' experience: 20
Years with firm: 9

EDUCATION
Bachelor of Science in Architecture
Master of Architecture
University of Idaho

PROFESSIONAL LICENSES
Licensed Architect in
Idaho, Washington,
Utah, Wyoming
and Montana

NCARB Certified

SOFTWARE
AutoCAD 2021
Revit 2020-2023
Photoshop
Microsoft Office

PROFESSIONAL AFFILIATIONS
Development Impact Fee
Advisory Committee

Building Inspections
Advisory Committee

ABOUT
Colby Ricks is the Principal and Project Manager of Laughlin Ricks Architecture and personally performs the programming, design and construction administration on every project. Colby is a hands-on manager that is involved in his projects on a daily basis and will be the face the Owner sees throughout the project, not just during the initial interviews and design meetings.

Colby has excellent design and project management skills, technical skills, and the ability to develop creative and practical solutions to complex problems on every project in which he serves. He is experienced in building design and production of construction documents from pre-design programming, site evaluation and planning, consultant coordination, building design, specifications and production bidding, construction observation and project close-out. He manages proposals, contracts, plan reviews, permitting and specification.

Colby is an experienced architect with diverse experience in new construction, replacements, modernizations, renovations, refurbishments and additions. Recent projects are included on the following page.

WORK HISTORY

2003 - 2009; AIT,
Project Manager, Loofburrow Architects, Yakima, WA

2009-2014 Project Manager, and Registered Architect,
Loofburrow Wetch Architects, Yakima, WA

Lead Architect 2014
Laughlin and Associates
Twin Falls, ID

Principal in Charge 2015- Present
Laughlin Ricks Architecture Twin Falls, ID

Colby Ricks

REPRESENTATIVE PROJECT EXPERIENCE: New construction and modernizations to existing office spaces.

New Construction

Papa Murphey's buildings
1,639 SF Papa Murphey's
1,852 SF Shell Space
1,336 SF Shell Space
2,274 Tenant area for Java Express

Wendell Physical therapy
2589 SF Main area
2484 SF tenant area

Burley Highway District
12,500 SF office space, shop, parts storage, locker room and breakroom

Gemstone Climbing Center
10,118 SF Main area
3,478 SF Mezzanine

Valley House
9,012SF apartment building

Family Health Services
Rupert: 9,708 SF Medical Office
Jerome: 11,862 SF Medical & Dental facility

Jerome Urgent Care (In Design)
4,200 SF Main Area

ADM Business Office
975 SF Office

Salmon Tract and Fire District
1,131 SF

Amalgamated Engineering Building
3,555 SF Basement
12,547 SF 1st floor
12,245 SF 2nd floor

Amalgamated Research Inc. (ARI)
11,051 SF

Remodel / Modernization

Tiger Zone
9,375 SF bowling alley

Float Magic
3,887 SF Spa

Real Deals
10,146 SF retail and office space

Twin Falls County Public Defender's office
355 sf remodel

Twin Falls County Assessor's office
2,390 Sf remodel

Twin Falls County Commissioners room
1,578 SF renovation

Twin Falls County Courtroom 6
1,355 SF modifications

Twin Falls County Juvenile Detention Center
27,703 SF 3rd floor Remodel
9,058 SF 4th floor Remodel

Buhl DMV
2,100 SF Convert old office building into DMV

Urgent Care of Twin Falls- Blue lakes
6,238 SF Remodel (restaurant to medical office)

Twin Falls Housing Authority
2,189 SF office remodel

Keller Williams
7,112 SF office remodel

Historic Ballroom in Twin Falls
Tenant improvements to office spaces
1,200 SF Colliers International
1,000 SF Raymond James
3,000 SF Westerra

Times News Building
1,700 SF modernization of office building

Valley Food Service
3,616 SF Modernization of existing business office

2nd South Market
12,205 SF Food court

Gooding County Judicial Building
23,046 SF Remodel

Advanced Dental of Twin Falls
5,055 SF Remodel

Stroke Works
7,890 SF Remodel

Rob Green Hyundai
24,616 Remodel

147 Main Street
6,660 SF Remodel

Farmers Bank
25,464 SF 2nd floor Tenant improvement

PROJECT APPROACH

Laughlin Ricks Architecture has an excellent record for projects being completed on schedule and within budget. Our Design approach begins with **Programming;** meeting with the Owner to identify the project goals and design issues.

After the project goals have been identified, the goals need to be prioritized. This allows the Owner the opportunity to resolve questions and make educated decisions that will benefit the Facility. Required spaces, sizes, relationships between spaces, schedule and budget are important aspects of programming. Laughlin Ricks Architecture is able to take the information from the programming and begin the **Schematic Design** phase. SD has the objective to develop a clearly defined concept. When ready, we obtain formal approval for Schematic Design.

Design Development phase will begin after approval of the Schematic Design phase. Design Development should resolve all of the issues left unresolved at the end of the Schematic Design phase and minimize the possibility of major modifications during the development of the Construction Documents. Obtaining formal approval for Design Development documents by the Owner must be obtained prior to commencement of the Construction Documents.

Construction Documents will describe and illustrate the work that is required to complete the construction of the work. When the Construction Documents are complete, the Owners approval will be received prior to the **bidding phase**.

Construction Management- When changes to the Contract are required or requested, a Proposed Request (PR) will be issued. A PR is initiated when a request for information (RFI) is issued or the Owner requests changes to the Contract. The change will be documented and the General Contractor will request information and pricing from all subcontractors involved in the change. When all information has been received, the Architect will review the information and suggest changes or recommend acceptance of the Proposed Request.

After the Architects review, the Proposed Request will be sent to the Owner for approval. If approved, the Contractor can commence the work and the PR will be incorporated into a change order.

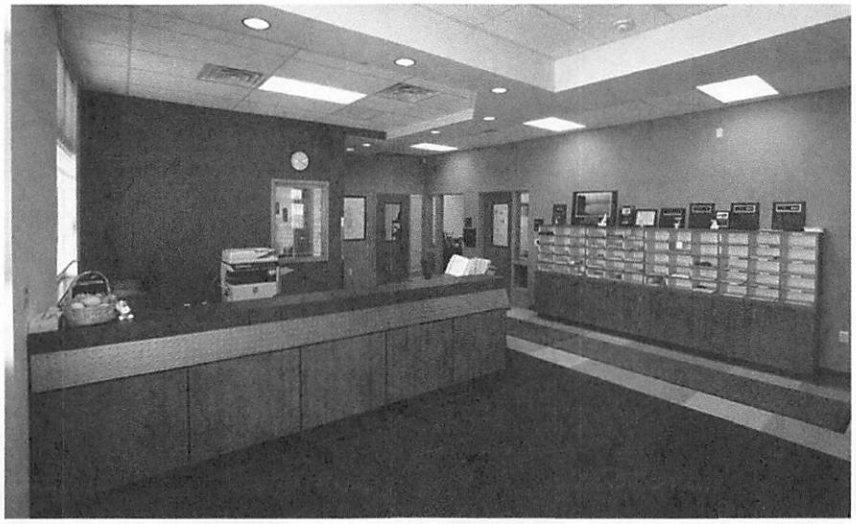
A construction Contingency of 3%-5% of the project cost should be included in the project budget. This contingency is subtracted from the overall Construction Budget and will be used for errors, omissions, and unknown conditions.

MAGAGEMENT TECHNIQUES AND METHODS

Your time is valuable and our design team's time with you needs to be utilized as efficiently as possible. Our approach as we work with the American Falls Reservoir District is to be organized and effective. This includes our face-to-face meetings and it includes our written correspondence with our clients – whether it is e-mail, memos, letters, drawings, product information or agendas. You will find that our meetings will be well organized and, in advance, you will know the decisions that will need to be made and the topics planned for discussion. This approach gives you time to prepare as well.

Our practice during design is to work directly with you. We will schedule face-to-face meetings in order to discuss planning and design options that have been developed for your review and to make the changes and refinements that invariably come from these options.

The computer is a powerful design tool for designers and owners. This tool allows us to study options, to look at various design alternatives and to make changes in an efficient manner. But we also use our ability to sketch during our meetings. We do this so that you can participate with us and provide direct input as the planning and design is refined and resolved. You can see the design modifications we make in real time. The feedback from our clients is that they appreciate the sketches and that they can see how their input is put on paper as the design evolves. They can see the results of their input during their meeting with us rather than having to wait until the next meeting. The use of sketches during design meetings is important to us and is expected by our clients because they enjoy the immediate feedback - and our approach will help us be more efficient and effective when working with American Falls Reservoir District.



TEAMWORK, COMMUNICATION, LEADERSHIP

Teamwork:
Teamwork plays such a vital role in making a design become real and successful. It is important that all members of the team are respected for their roll and that the process is a collaborative effort with the Owner, engineering teams, architectural team that we work to keep one another updated. Since one cannot work without the other, it is very important to have frequent communication between different responsibilities in the project. Just as an architectural project is designed with certain pieces fitting together to support the structure, it is important that the staff work together cohesively for the project to be successful.

Communication:
Open, comfortable dialog between the client and the design team and through coordination within the design team is the secret to the success of a project, from conception to design, from bid through construction.

At Laughlin Ricks Architecture, we believe that the main requirement for a successful project is communication and that the relationship between the Design Team and American Falls Reservoir District needs to be continuous and collaborative. Communication coupled with a systematic approach allows us to complete any project, large or small, on time, within budget, and code compliant.

We pride ourselves on being good listeners and have a responsibility to understand your program needs, scope of work, and budget.

An important aspect of listening is recording and distributing the information. We have developed a successful system to track design meetings, schedules for both design and construction, requests for information, proposed change orders, change orders, submittals, construction observation meeting minutes, project close-out procedures and project one-year warranty walk through.

Leadership:
We enjoy and take pride in designing medical buildings. Each and every project is unique. Over the years we have recognized that our leadership for our clients is very important to the success of the project. To that end, we have developed (and continue to develop) systems and expertise to help meet the needs and expectations of our clients in a continually changing construction industry.

We are experienced in providing leadership in Architectural Services and work hard to keep the Owner updated and involved in the process throughout the programming, design, and construction of the projects in which we are involved.

American Falls Reservoir District
Amended Budget 2023

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
	4/30/2021		4/30/2022	4/30/2023	4/30/2022	4/10/2023
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						$ 180,000.00
TOTAL INCOME	$ 780,000.00	$ 723,973.09	$ 537,081.49	$ 757,321.23	$ 775,000.00	$ 1,235,250.00
EXPENSES						
American Falls O & M	$ 237,450.00	$ 570,699.48	$ 570,699.48	$ 749,728.90	$ 237,450.00	$ (578,036.29)
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	$ 7,000.00
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	$ 393,000.00
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	$ 4,000.00
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	$ 43,430.71
Excess (Deficit) over Expenditures	$ (4,207.15)	$ (41,923.77)	$ (153,066.20)	$ (95,167.24)	$ (16,119.00)	$ 1,191,819.29
	"1"	2"	"3"	4'	"5"	"6"

III. State Issues

A. IWRB Recharge Update/ARPA Funds Resolution
B. USGS Mass Measurement of EPSA Water Levels
C. IWRB Sustainability List/Questions (deadline 4/21)

IV. Other/Misc.

A. Nevada Looking to Buy Back Groundwater Rights
B. Misc. Articles

V. Draft District Property Sale Agreement/Lease

Director Graham Hooper moved that Attorney Travis Thompson apply for grants from ARPA for large projects for the American Falls Dam, seconded by Director Dave Ramseyer. The motion passed.

Director Dave Ramseyer moved Attorney Travis Thompson to contact Chip Gallagher/Visser Building Company LC with the Draft of the Purchase and Sale Agreement for the office building, seconded by Director Greg Hirai. The motion passed. ("Exhibit B")

DISTICT OFFICE UPDATE

Secretary Debbie Falconburg presented the Request for Qualifications received. Director Graham Hooper moved to contract with R. Colby Ricks of Laughlin Ricks Architecture to design the new District office, seconded by Rob Blick. The motion passed.(Exhibit "C")

Director Dave Ramseyer left the meeting at 11:22 a.m.

NEW BUSINESS

Secretary Debbie Falconburg presented the amended budget for 2023. The auditor informed her that she was allowed to amend the budget at any time before the next budget is complete. Changes were made showing the purchase of land, selling of district office, capital expense for construction of new building and office equipment. Director Graham Hooper moved to approve the amended budget and to include the credit from the Bureau of Reclamation if recommended by the auditor, seconded by Director Greg Hirai. The motion passed. (Exhibit "D")

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

President Dan Shewmaker

Secretary Debbie Falconburg

Jerome, Idaho
May 8, 2023

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 8, 2023 at 10:00 A.M. with the following person present:

Dan Shewmaker	President via teleconference
Dave Ramseyer	Vice President, Member
Graham Hooper	Treasurer, Member
Rob Blick	Member
DeWitt Marshall	Member

Absent:

Greg Hirai	Member
Brad Shackelford	Member

Attorney Travis Thompson and Secretary Debbie Falconburg and Architect Colby Ricks with Laughlin Ricks Architecture were also present.

The meeting was called to order and conducted by Vice President Dave Ramseyer.

The minutes of the Board meeting April 10, 2023 were then approved with a motion by Director Graham Hooper seconded by Director DeWitt Marshall.

The Secretary presented the Claims and May 8, 2023 Treasurer's Reports to the Board. (See page 2)

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

DISTRICT OFFICE UPDATE

Colby Ricks with Laughlin Ricks Architectural Services presented the contract for his services. A discussion concerning the start of the building the new district office. Director DeWitt Marshall moved the contract to be accepted and Colby Ricks be allowed to be the liaison for the district, seconded by Director Graham Hooper. The motion passed. ("Exhibit A")

TRANSFERS

Director Dan Shewmaker left the meeting. Director Rob Blick, seconded by Director DeWitt Marshall approved four transfers from Twin Falls Canal Company with a motion. (Pages 3&4)

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

OLD BUSINESS

Attorney Travis Thompson presented Property Sale Agreement/Lease with Summit Springs LLC to purchase the district office at 1023 N Lincoln Ave, Jerome, ID 83338. Director Graham Hooper, seconded by Director DeWitt Marshall approved the contract with a motion. The motion passed. ("Exhibit B")

May 8, 2023

TREASURER'S REPORT

Cash Balance 03-31-2023		$	24,746.00
Receipts April 2023		$	8,343.92
		$	33,089.92

Disbursements:

Claims 04-10-2023	$	1,131.86			
Debbie Falconburg	$	4,030.59			
Brandi Weston	$	2,547.17			
Debie Card	$	260.28			
Payroll Expenses	$	5,917.89			
Total Distribution 04-30-23	$	13,887.79	$	13,887.79	
Total Balance 4-20-23			$	19,202.13	$19,202.13

ATE TREASURER LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Invest PI #1230 3-31-2023	$	1,333,249.74		
Interest Credited 4-1-2023	$	4,902.99		
Balance in Invest PI#1230 4-30-2023	$	1,338,152.73		
Total Balance 4-30-2023			$	1,338,152.73
				$1,357,354.86

Average Weighted Yield 4.3299%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 3-31-2023	$	100,386.34
Interest 4-1-2023	$	356.59
Balance 4-30-2023	$	100,742.93

Claims May 8, 2023

Rob Blick			$	171.53
Greg Hirai			$	144.04
Graham Hooper			$	201.02
Dave Ramseyer			$	159.66
Brad Shackelford			$	274.04
Dan Shewmaker			$	169.15
SS Remittance			$	2,423.92
State Tax Commission			$	455.00
PERSI			$	1,887.53
Gallagher Benefit Administrators, Inc.			$	32.00
City of Jerome	$	109.63		
CNA Surety	$	100.00		
Costco	$	60.00		
Idaho Power	$	266.56		
Katchees Business Forms Etc	$	1,207.50		
Marten Law	$	1,486.00		
Proget Mutual Telephone	$	146.47		
WesternWaste	$	34.65		
	$	3,410.81	$	5,917.89

Association of Licensed Architects
Contracts

OA4-2020 – Owner/Architect Agreement For Architectural Services (Lump Sum Fee Compensation)

CAUTION: THIS DOCUMENT HAS LEGAL CONSEQUENCES. ALA recommends that the parties seek the advice of their attorney(s) prior to executing or modifying this Agreement. By executing this Agreement, the parties assume sole and complete responsibility for the content contained hereinafter.

1.0 AGREEMENT: This *Agreement* is made and entered into this 12th day of May, 2023, by American Falls Reservoir District (the "Owner") and Laughlin Ricks Architecture (the "Architect").

1.1 Owner's Name: American Falls Reservoir District
Address: 1035 N Lincoln
City, State, Zip: Jerome, ID 83338
Phone number: 208.324.8835
Cell number:

1.2 Architect's Name: *Laughlin Ricks Architecture, LLC*
Address: 134 3rd Avenue E
City, State, Zip: Twin Falls, ID 83301
Phone number: 208.736.8050
Cell number: 208.544.0784

2.0 PROJECT: The project is *designing a new office facility*, located at 152 1st Ave W, *Jerome, ID*, and consists of *an approximate 1,500 square foot office facility. The project will consist of site plan development, floor plans, exterior elevations, roof plan, interior elevations, floor finish plans, ceiling plans, door schedule and door types, accessible requirements, exiting requirements, fire department requirements, electrical plans, mechanical and plumbing, structural plans and civil plans.*

3.0 BASIC SERVICES: The Architect agrees to perform basic services on behalf of the Owner, including usual and customary mechanical, plumbing, civil, structural and electrical engineering services:

3.1 Design Services: The Architect shall provide all required design services based upon the Owner's program and construction budget. The design services of the Architect shall include diagrams, sketches, and drawings to illustrate and define the aesthetics and size of the project.

3.2 Construction Documents Services: The Architect shall prepare construction documents consisting of drawings and specifications, including plans, elevations, details, and sections, sufficient in detail to bid and construct the project.

3.3 Bidding: The Architect shall assist the Owner in the preparation and assembly of documents to be issued for bids. The selection of the Contractor for the project shall be made by the Owner.

3.4 Construction Administration: The Architect shall provide construction administration services on behalf of the Owner during the construction phase of the project. Such services shall include the following:

3.4.1 Site Observation: The Architect shall visit the site at intervals as the Architect reasonably deems to be appropriate, to observe if construction is generally in accordance with the construction documents.

3.4.2 Submittals: The Architect shall review Contractor's and its subcontractors' shop drawings, product data and samples for conformance with the design intent indicated on the construction drawings. The Architect shall not review the submittals for dimensions, quantities, coordination of components, the adequacy or completeness of the shop drawing details, or performance of materials or equipment indicated on the submittals. Review of the submittals shall not constitute approval of any construction means, methods, procedures, techniques, sequences, or safety precautions or procedures, since these are the sole responsibility of the Contractor.

3.4.3 Changes in Work: The Architect shall prepare Change Orders and Construction Change Directives for changes in the Work. Such Change Orders and Construction Change Directives shall be approved by the Owner prior to any work on the changes being performed. The Architect may order minor changes to the Work which do not affect the Contract Sum or the Contract Time.

3.4.4 Review of Contractor's Requests for Payment: The Architect shall evaluate the Contractor's requests for payment, including supporting data, and certify the amounts due the Contractor for work, products, and materials installed in the project. The Architect's Certification for Payment represents to the Owner, that based on the Architect's evaluation of the work installed and the data presented for payment, to the best of the Architect's knowledge, information and belief, the Contractor is entitled to payment.

3.4.5 Rejection of Nonconforming Work: The Owner shall have the authority to reject nonconforming work installed by the Contractor. The Architect shall bring any known nonconforming work to the attention of the Owner.

3.4.6 Access to Project Site: The Architect shall have access to the project site as required for the design and new work.

3.4.7 Determination of the Dates of Substantial Completion and Final Completion: Upon notification by the Owner, the Architect shall conduct inspections to determine the dates of Substantial Completion and Final Completion. The Architect shall not make any other inspection(s) unless specifically requested to do so in writing by the Owner. Such requested inspection(s) shall be performed as an Additional Service(s).

4.0 COMPENSATION: The Owner agrees to compensate the Architect for the LUMP SUM FEE of *Thirty Thousand dollars* $ 30,000 to perform the Basic Services described in Article 3.0. Progress payments for Basic Services in each phase shall total the following percentages of the total LUMP SUM FEE stated above:

Phase	Amount	Percent of Overall Fee
a. Schematic Design Phase	$4,500	15%
b. Design Development Phase	$9,000	30%
c. Construction Documents Phase	$12,000	40%
d. Bidding Phase	$1,500	.05%
e. Construction Administration Phase	$3,000	10%
f. Total Basic Compensation	**$30,000**	**One Hundred** Percent(100 %)

4.1 Initial Payment: An initial payment of Zero Dollars ($0.00) is due and owing contemporaneously with the execution of this Agreement. The initial payment shall be applied to the Final Payment.

4.2 Reimbursable Expenses: Reimbursable expenses shall be paid at the actual cost incurred by the Architect plus Zero percent (0 %).

4.3 Other – As Negotiated

5.0 CONSULTANTS: The Architect and Owner may each employ consultants to perform work on the project.

5.1 ARCHITECT'S CONSULTANTS. The Owner agrees to compensate the Architect for the cost of the consultants at the actual cost incurred by the Architect plus Zero percent (0 %). The consultants retained by the Architect may include, but are not necessarily limited to the following:

5.1.1 Structural Engineer

5.1.2 Electrical Engineer

5.1.3 Civil Engineer

5.1.4 Mechanical Engineer

5.2 OWNER'S CONSULTANTS. The Owner's consultants may include, but are not necessarily limited to the following:

5.2.1 Surveyor

5.2.2 Geotech Engineer

5.2.3 Traffic Consultant

5.2.4 Detailed Cost Estimating

5.2.5 *[Identify other consultant(s)]* _____

6.0 ADDITIONAL SERVICES: Owner requested services that are not part of the Architect's Basic Services described in Article 3.0 above, shall be considered as Additional Services. The Owner hereby agrees to compensate the Architect for such Additional Services at the following hourly rates. *[List services or billing categories and associated hourly rates below.]*

	Service / Billing Category	Billing Rate	
a.	Sr. Principal	$195	per hour
b.	Project Architect/Engineer	$145	per hour
c.	Draftsperson	$98	per hour

7.0 PAYMENT DUE DATE: Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the date of the Architect's invoice shall bear interest at the rate of One and a half percent per month (1.5 %/mo.) The Architect shall invoice the Owner once a month. The Owner agrees that the Architect may suspend services without liability if payment is not received within forty-five (45) days of date of the Architect's invoice.

8.0 JOBSITE SAFETY: The Owner hereby agrees and acknowledges that the Architect shall not be responsible for any construction means, methods, techniques, sequences, procedures, or safety precautions utilized on the project, since these are solely the responsibility of the Contractor.

9.0 OWNER PROVIDED INFORMATION. The Architect shall be entitled to rely on the accuracy and completeness of any information provided to the Architect by the Owner or the Owner's consultants. The Architect shall not review said information for accuracy or completeness.

10.0 HAZARDOUS MATERIALS. The Architect assumes no responsibility or liability for the discovery or removal of any hazardous substances found at the jobsite.

11.0 PERMITS AND APPROVALS. It is the responsibility of the Owner to obtain all necessary permits and approvals for the project. The Architect shall assist the Owner in such endeavors as mutually agreed to in writing.

12.0 TERMINATION. This Agreement may be terminated by either party upon written notification to the other party via Time/Date Stamped Certified Mail or by personal delivery. The Owner agrees to pay the Architect for all services performed and all reimbursable expenses incurred, to the date of notification of termination.

13.0 INCORPORATED DOCUMENTS. The following documents are incorporated into this Agreement:

13.1 Terms and Conditions, ALA Document TC-OA-2020.

14.0 MISCELLANEOUS PROVISIONS. This Agreement also includes the following provisions:

a. Anticipated design completion is 3 months from contract acceptance

AGREED TO AND ACCEPTED BY

ARCHITECT:	**OWNER:**
Co Name Laughlin Ricks Architecture LLC	Co Name American Falls Reservoir District
By: R Colby Ricks	By: Dave Ramseyer
Print Name: R. Colby Ricks	Print Name: Dave Ramseyer
Title: Member	Title: Vice - President

Association of
Licensed Architects
Contracts

TC-OA-2020 – Terms and Conditions -- Owner/Architect

CAUTION: THIS DOCUMENT HAS LEGAL CONSEQUENCES. ALA recommends that the parties seek the advice of their attorney(s) prior to executing or modifying this Agreement. By executing this Agreement, the parties assume sole and complete responsibility for the content contained hereinafter.

THE FOLLOWING TERMS AND CONDITIONS are hereby incorporated into the Agreement between the Architect and Owner:

COPYRIGHTS and LICENSES. The Architect and the Architect's Consultants shall each be deemed the respective authors and owners of any materials produced under this Agreement and shall retain all common law, statutory and other reserved rights, including copyrights. The Owner acknowledges that the Architect and the Architect's consultants have prepared said materials and agrees to limit use of same to this site-specific project only. The Owner is granted a conditional nonexclusive license to utilize the materials produced under this Agreement on this Project on this project site only, which license is conditional upon payment in full to the Architect for all services performed or to be performed under this Agreement. The Owner's license may be revoked upon any breach of this Agreement. The Owner agrees to defend, indemnify, and hold the Architect and the Architect's consultants harmless from any causes of action, claims, losses, damages and expenses of any kind whatsoever, including reasonable attorney's fees, resulting from the unauthorized reuse of the Architect's and the Architect's consultants' materials.

DISPUTE RESOLUTION.

a. Mediation. Any disputes between Architect and Owner shall be subject to mediation as a condition precedent to arbitration or litigation. Mediation shall be administered by the American Arbitration Association in accordance with the applicable rules in effect as of the date of this Agreement. Nothing contained herein shall preclude the Architect from filing any lien arising out of the Architect's services to comply with notice and filing deadlines prior to resolution of the dispute.

If the parties do not resolve the dispute through mediation, the method of binding dispute resolution shall be one of the following:

■ Arbitration ☐ Litigation

b. Arbitration. If the parties did not make a selection above, arbitration shall be the default, and this paragraph shall govern. Arbitrations shall be subject to the Federal Arbitration Act. An arbitration shall address any claim, dispute or other matter in question arising out of or related to this Agreement that was not resolved by mediation, and shall be administered by the American Arbitration Association pursuant to rules in effect as of the date of this Agreement. A demand for arbitration shall be made in writing and delivered to the other party and to the American Arbitration Association prior to the expiration of the applicable statute of limitations. Both parties hereto consent to joinder, at the request of either party, with any other arbitration involving this Project and common questions of law or fact.

LIMITATION OF LIABILITY. The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorneys', and expert witness fees and costs, from any cause or causes, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total fee received for services rendered on this project. It is intended that this limitation apply to any and all liability or causes of action, however alleged or arising, unless otherwise specifically prohibited by law.

STATUTE OF LIMITATIONS PERIOD. The Statute of Limitations period shall commence to run on the Date of Substantial Completion of the project. In no case shall the Statute of Limitations period commence to run later than the date when the Architect's services are substantially completed.

VENUE. The parties agree to be subject to the jurisdiction of the County of Twin Falls, State of Idaho. The laws of the State of Idaho shall govern the interpretation of this Agreement. If no selection is made, the laws of the locale of the Project shall apply and venue shall be in the county where the Project is located.

MISCELLANEOUS.

a. The Architect and Owner each bind themselves, their agents, successors, assigns and legal representatives to this Agreement. This Agreement may not be assigned without the written consent of the other party.
b. Nothing in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the Architect or Owner.
c. Each party hereto represents that it has all necessary licenses to perform the services contemplated by this Agreement.

May 8, 2023

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 Randell Simas of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 11, 2023 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 47/100 (0.43) 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 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 8, 2023

RESOLVED, That that certain agreement made and entered into by and between Sandra Shaw of Twin Falls County, State of Idaho, party/(ies) of the first part, and Sandra Shaw of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 11, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lots Eighteen (18) in Orchalara Subdivision in Section Eight (8), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to One and 63/100 (1.63) share of the stock of the Twin Falls Canal Company shall be chargeable against Lots Nineteen (19) in 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.

May 8, 2023

RESOLVED, That that certain agreement made and entered into by and between Ken Fitzgerald of Twin Falls County, State of Idaho, party/(ies) of the first part, and Shane Stastny of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of April 12, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Northwest (NE1/4NW1/4) in Section Twenty-five (25), Township Ten (10) South, Range Nineteen (19) East, Boise Meridian for the purchase of a waterright supplemental to Twenty-five and 00/100 (25.00) share of the stock of the Twin Falls Canal Company shall be chargeable against East Half Northwest Quarter Southwest Quarter Southeast Quarter Northwest Quarter (E2NW1/4SW1/4SE1/4NW1/4) in Section Twenty-five (25), 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.

May 8, 2023

RESOLVED, That that certain agreement made and entered into by and between Wesley Thomas 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, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot One (1), Block Six (6) in Crawford Subdivision in Section Ten (10), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to None and 25/100 (0.25) 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 8, 2023

RESOLVED, That that certain agreement made and entered into by and between Randall A Peterson of Jerome County, State of Idaho, party/(ies) of the first part, and Cody & Elizabeth Bingham of Jerome County, State of Idaho, party/(ies) of the second part, under date of April 13, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against South Half, South Half West Half Southwest Quarter Southwest Quarter (S2S2W2SW1/4SW1/4) in Section Eleven (11), Township Eight (8) South, Range Sixteen (16) East, Boise Meridian for the purchase of a waterright supplemental to Five and 74/100 (5.74) share of the stock of the Twin Falls Canal Company shall be chargeable against Southwest Quarter Northeast Quarter (SW1/4NE1/4) in Section Four (4), 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.

EXHIBIT "A"

Township 8 South, Range 16 East, Boise Meridian, Jerome County, Idaho

Section 11: Part of the SW¼ SW¼, described as follows:

Beginning at the Southwest corner for Section 11, The TRUE POINT OF BEGINNING;
Thence North 0°03'10" East, 330.39 feet al
Thence South 89°42'43" East, 263.70 feet;
Thence South 0°03'10" West, 330.34 feet to the southerly boundary of Section 11;
Thence North 89°43'20" West, 263.70 feet along the southerly boundary of Section 11 to the TRUE POINT OF BEGINNING. (containing 2.0 ac. (±)).

AND;

Township 8 South, Range 16 East, Boise Meridian, Jerome County, Idaho

Section 11: Part of the SW¼ SW¼, described as follows:

Thence South 89°43'20" East, 263.70 feet along the Southerly boundary of Section 11 to the TRUE POINT OF BEGINNING;
Thence North 0°03'10" East, 330.34 feet;
Thence South 89°42'43" East, 232.16 feet;
Thence South 0°03'24" West. 330.30 feet to the southerly boundary of Section 11;
Thence North 89°43'20" West, 232.14 feet to the TRUE POINT OF BEGINNING. (containing 1.76 ac. (±)).

AND;

Township 8 South, Range 16 East, Boise Meridian, Jerome County, Idaho

Section 11: Part of the SW¼ SW¼, described as follows:

Beginning at the Southwest corner for Section 11;
Thence South 89°43'20" East, 495.84 feet along the Southerly boundary of Section 11 to THE TRUE POINT OF BEGINNING;
Thence North 0°03'24" East, 330.30 feet;
Thence South 89°42'43" East, 164.85 feet;
Thence South 0°03'17" West, 330.27 feet to the Southerly boundary of Section 11;
Thence North 89°43'20" West, 164.86 feet along the Southerly boundary of Section 11 to THE TRUE POINT OF BEGINNING. (containing 1.26 ac. (±)).

EXHIBIT "B"

Township 8 South, Range 16 East, Boise Meridian, Jerome County, Idaho

Section 4: SE¼ NE¼, **EXCEPTING THEREFROM** the following described parcel :

Commencing at the Northeast corner of said SE¼NE¼ which point shall be known as THE TRUE POINT OF BEGINNING;
Thence West along the North boundary of said SE¼NE¼, 660.00 feet;
Thence South parallel to tho East boundary of said SE¼NE¼, 660.00 feet;
Thence East parallel to the North boundary of said SE¼NE¼, 660.00 feet to a point on the East boundary of said SE¼NE¼;
Thence North along the East boundary of said SE¼NE¼, 660.00 feet to THE TRUE POINT OF BEGINNING. (containing 10.0 ac. (±)).

REAL ESTATE PURCHASE CONTRACT WITH SELLER LEASEBACK

SELLER NAME, ADDRESS, & TELEPHONE NOS.:
AMERICAN FALLS RESERVOIR DISTRICT
1035 N. Lincoln Avenue
Jerome, Idaho 83338
Telephone: (208) 324-8835
Email Address: afrd1.1923@gmail.com

BUYER NAME, ADDRESS, & TELEPHONE NOS.:
SUMMIT SPRINGS LLC
8312 W. Northview Street, Suite 120
Boise, Idaho 83704
Telephone: (208) 440-7209 (Chip Gallagher)
Email Address: Chip@VisserBuilding.com

Address of Property to be Sold: 1035 N. Lincoln Avenue in the city of Jerome, Idaho 83338
Legal Description of Property to be Sold: Lot 4 of Sawtooth Addition to the City of Jerome, Jerome County, Idaho

BUYER and SELLER agree to the purchase and sale of the foregoing property on the following terms and conditions:

1. **PURCHASE PRICE** Shall be One Hundred Eighty Thousand and no/100 Dollars ($180,000.00).

2. **FINANCING:** This contract is not contingent upon financing obtained by Buyer.

3. **EARNEST MONEY:** Within three (3) business days after the signing of this contract, Buyer shall deposit with TitleOne, Inc. earnest money in the amount of $1,000.00 . The earnest money check shall immediately be cashed by the holder. Buyer and Seller agree that the earnest money, less Seller's actual out of pocket costs, shall be refunded to Buyer in the event any of the conditions or contingencies specified in this contract cannot be met. In the event that this sale fails to close for any reason, the title company shall hold the earnest money until mutual instructions are received from the parties.

4. **TITLE INSURANCE:** TITLEONE Title Company shall handle the escrow and provide the title insurance for this sale.

5. **CLOSING:** The closing date shall be no later than Friday, the 30th day of June, 2023. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete this sale. Any extension of the closing date must be in writing.

6. **POSSESSION:** Buyer shall be entitled to possession on completion of the leaseback provisions of this agreement. Taxes, water and irrigation assessments, and obligations assumed, if any, shall be prorated as of the closing date. Seller shall pay for the cost of any homeowners' association transfer fee.

7. **CLOSING COSTS:** Buyer and Seller agree to divide the escrow closing costs as follows:

	Buyer	Seller	Share	N/A		Buyer	Seller	Share	N/A
Title Company Closing Agent's Fee.....	☐	☐	☒	☐	Recording Fees.....	☐	☐	☒	☐
Homeowner's Pol. / Eagle Pol. Title Ins. .	☐	☒	☐	☐	Reconveyance Fees	☐	☒	☐	☐
All Other Escrow Closing Costs	☐	☐	☒	☐					

8. **INSPECTION CONTINGENCY:** The parties agree that this contract is contingent upon Buyer's satisfaction with an inspection report on the premises. The inspection shall be obtained and paid for by the Buyer within fifteen (15) business days after the signing of this contract. Buyer must notify Seller in writing of any unacceptable conditions within five (5) business days after the inspection is completed. If Buyer notifies the Seller of any unacceptable conditions, Seller shall inform the Buyer in writing within five (5) business days thereafter whether it will correct or repair the unacceptable conditions. If the Seller shall decline to correct or repair the noted conditions, the Buyer shall then inform the Seller in writing within five (5) business days thereafter whether it elects to cancel this agreement. Unless the Buyer gives Seller written notice of disapproved items within twenty (20) business days of the signing of this contract, this contingency shall be deemed satisfied.

9. **TITLE CONVEYANCE:** Title of Seller is to be conveyed to Buyer by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights of way, covenants, and easements established or of record. Any liens, encumbrances, or defects to be discharged by Seller may be paid out of the purchase money at the date of closing.

Initials: Seller Buyer

10. **TITLE INSURANCE**: The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances, and defects specified in the preceding section. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment for a title insurance policy showing the condition of the title of said premises. Buyer shall have five (5) days from the receipt of the commitment or until 24 hours prior to closing, whichever is less, within which to object in writing to the condition of the title as set forth in the commitment. If the Buyer does not so object, the Buyer shall be deemed to have accepted the condition of the title. It is agreed that, if the title to said premises is not marketable, or cannot be made so within thirty (30) days after Buyer's notice containing a written statement of defects is delivered to the Seller, or if the Seller fails to consummate the same as herein agreed, the entire earnest money shall be returned to the Buyer. The cost of the foregoing title insurance shall be paid in accordance with the provisions of Section 7, above.

11. **INCLUDED ITEMS**: ***If now on the premises***, this sale will include:

APPLIANCES:
- Stove
- Built-In Microwave Oven
- Dishwasher
- Garbage Disposal

OTHER ITEMS:
- Water Rights and Ditch Rights
- Attached Sprinkler & Irrigation Systems
- Exterior Trees, Plants, or Shrubbery (Except Potted Plants)
- Fuel Tanks (Buried or Attached)

FIXTURES:
- Window Coverings
- Heating & Air Conditioning Systems
- Carpet & Attached Floor Coverings
- Plumbing & Bathroom Fixtures
- Screen Doors & Storm Doors
- Water Heater

12. **EXCLUDED ITEMS**: This sale will not include any other personal property of the Seller which may currently be stored on the premises.

13. **PROPERTY DISCLOSURE**: Seller hereby represents that, at the time of closing, the plumbing, electrical, HVAC, and roofing on the premises shall be in good operating condition and that no dryrot or mold infestations are present on or in the premises. Seller represents that the premises are currently connected to the city water sewer systems that serve the property. Seller is also not aware of any lead-based paint that has been applied to either the interior or exterior of the premises. Nor is the Seller aware of any asbestos present on or in the premises.

14. **RISK OF LOSS**: Prior to the closing of this sale, all risk of loss shall remain with the Seller. In addition, should the premises be materially damaged by fire or other cause prior to closing, this contract shall be voidable at the option of the Buyer. As of the close of escrow, all risk of loss shall pass to the Buyer.

15. **DEFAULT AND ATTORNEY'S FEES**: If all conditions of this contract are met and Buyer neglects or refuses to comply with the terms or any conditions of sale on or before the closing date, or any extensions thereof agreed to in writing between the parties, the earnest money shall be forfeited and Buyer's interest in the premises shall be immediately terminated. Forfeiture and acceptance by Seller of the earnest money shall constitute an election of remedy and a waiver of other remedies available to Seller by law. In the event of any default by either party, the prevailing party in any resulting legal action shall be entitled to recover reasonable attorneys fees and costs in addition to any other relief which may be granted.

16. **AGREEMENT BINDING**: This contract shall be binding upon and inure to the benefit of the heirs, administrators, executors, personal representatives, successors, and assigns of the respective parties hereto.

17. **ELECTRONIC TRANSMISSION & COUNTERPART SIGNATURES**: Electronic transmission of any signed original document, the retransmission of any signed original document, or the retransmission of any signed electronic transmission shall be the same as the delivery of an original. At the request of either party or the closing agent, the parties will confirm electronically-transmitted signatures by signing an original document. This agreement may be signed in substantially identical copies or counterparts. Once identical copies have been signed and the signature pages attached to a single contract, the contract shall be regarded as though it was signed by all parties and shall thereafter be binding upon all parties.

Initials: Seller Buyer

18. **AMENDMENTS:** This contract may not be amended, modified, altered, or changed except by a further agreement in writing signed by the Buyer and Seller.

19. **ENTIRE AGREEMENT OF THE PARTIES:** This contract constitutes the whole agreement between the parties and each of the parties certify that the terms of this contract, including all attachments hereto, are true to the best of his or her knowledge. Any other agreements entered into previously by any of these parties in connection with this transaction are superseded by this contract. No warranties, agreements, covenants, or representations not expressly set forth herein shall be binding upon either party.

20. **ATTORNEY REPRESENTATION:** This contract was prepared by an attorney who represents the Buyer. Seller has been advised to have this contract reviewed by an independent attorney. The parties also agree that this Contract shall not be construed against the drafter in the event that any ambiguity in the document is found to exist.

21. **SELLER RENTBACK OF PROPERTY AFTER CLOSING:** The parties agree that the Seller may continue to occupy the premises after closing for a period of up to 180 days. No rent shall be paid by Seller to Buyer for said rentback period. In the event that Seller continues to occupy said premises beyond the foregoing rentback period, Seller shall pay rent at the rate of $900 per month until the premises have been vacated. Seller agrees to maintain the property in its present condition from the time of the signing of this contract until possession is turned over to the Buyers. Sellers further agree to turn over the premises in a clean and sanitary condition. At closing, Seller shall also remit to Buyer an amount equal to one-half (½) of (1) the first year's premiums under the Buyer's property damage and general liability insurance obtained in connection with the purchase of the property, and (2) the annual property taxes prorated between Buyer and Seller for the property as of the closing of this sale. Seller agrees to also pay all utility charges incurred in connection with the property during the period of Seller's occupancy of the property following the close of escrow.

22. **ACCEPTANCE:** This contract must be signed by all parties no later than May 12, 2023, in order to be binding.

23. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

24. **DATE:** This contract was prepared on: May 9, 2023.

25. **SIGNATURES:**

AMERICAN FALLS RESERVOIR DISTRICT, Seller	**SUMMIT SPRINGS LLC**, Buyer
By Dan Shewmaker, President	By Chip Gallagher, Managing Member 5/10/2023

EXHIBIT A

Lot 4 of Sawtooth Addition, to the City of Jerome, Jerome County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the County Recorder of said County.

Attorney Travis Thompson distributed packets of information and commented concerning:

I. Water Supply Outlook

II. Federal Issues

A. Reclamation Tightens Gates at Jackson Lake
B. California Water Problems Not Over Despite Big Winter
C. Vidler Water Co. Speculation Story

III. State Issues

A. Letter re: Water Sustainability Questions (AF Spillway)
B. IDWR Upper Snake/Finance Subcommittee Meetings 5/11 and 5/12
C. Director Issues Fifth Methodology Order/ Notice of Hearing
D. Capital Press Article on Director's Order.

NEW BUSINESS

Secretary Debbie Falconburg presented the 2023-2024 Budget Forecast. After a lengthy discussion Director Rob Blick moved to table the Budget until June's Board Meeting which will be held on June 19, 2023, seconded by Director Graham Hooper. The motion passed.

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

Dave Ramseyer
Vice President Dave Ramseyer

Debbie Falconburg
Secretary Debbie Falconburg

Jerome, Idaho
June 19, 2023

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 19, 2023 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
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 Dan Shewmaker.

The minutes of the Board meeting May 8, 2023 were approved with a motion by Director Dave Ramseyer, seconded by Director DeWitt Marshall.

The Secretary presented the Claims and June 19, 2023 Treasurer's Report to the Board. (See page 2)

DISTRICT OFFICE UPDATE

Secretary Debbie Falconburg conveyed that the surveys were behind schedule. They should be finished by the end of the week. The City of Jerome's records show that the land for the new office is divided into six (6) separate lots. AFRD needs to present a proposal to the City Planning and Zoning to combine those lots into one lot. The County of Jerome has the land recorded with two tax ID numbers. It will need to be combined and the district must apply for a tax exemption once everything is done.

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

I. Water Supply Outlook

II. Federal Issues

A. Supreme Court Issues Sackett Decision
B. Colorado River Reduction Plan
C. Fernley Canal Project and Groundwater

III. State Issues

A. Legislators Request to Governor/Response
B. ESPA Conflict Opinion Letters
C. IWRB Recharge Report
D. IWRB Finance Subcommittee Meetings/AF Spillway Request

IV. Other News

TREASURER'S REPORT

Cash Balance 04-30-2023			$ 19,202.13		
Cash Deposit May			$ 3,305.89		
			$ 22,508.02		
Disbursements:					
Claims 05-08-23	$ 3,440.65				
Debbie Falconburg	$ 4,030.59				
Brandi Weston	$ 2,585.29				
Debit Card	$ 242.56				
Payroll Expenses	$ 5,500.28				
Total Distribution 05-31-2023	$ 15,799.37			$ 15,799.37	
Cash on Hand 05-31-2023				$ 6,708.65	$ 6,708.65

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

Balance in Invest. Pool 04-30-2023	$ 1,338,152.73	
Interest Credited 05-01-2023	$ 4,998.59	
Balance in Investment Pool #1230 05-31-	$ 1,343,151.32	$ 1,343,151.32
Total Balance 05-31-2023		$ 1,349,859.97

Average Weighted Yield 4.6830%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 4-30-2023	$ 100,742.93
Interest 05-01-2023	$ 376.32
Balance 4/30/2023	$ 101,119.25

CLAIMS June 19, 2023

Rob Blick		$ 171.54
Graham Hooper		$ 201.03
DeWitt Marshall		$ 136.53
Dave Ramseyer		$ 159.67
Dan Shewmaker		$ 92.35
SS Remittance		$ 2,393.28
State Tax Remittance		$ 455.00
PERSI		$ 1,858.88
Gallagher Benefit Administrators Inc.		$ 32.00
City of Jerome	$ 32.60	
Hager, Byron A	$ 485.00	
Idaho Power	$ 129.45	
Brett Lemmons	$ 412.84	
Marten Law	$ 2,137.77	
Mikey's	$ 152.50	
Project Mutual Telephone	$ 146.47	
Steelhead Landscape	$ 336.32	
Window Wizard	$ 75.95	
	$ 3,908.90	$ 5,500.28

Exhibit "A"

American Falls Reservoir District
Approved Budget 2024

FISCAL BUDGET ESTIMATE	2022 Estimate	Last Year	Amount to Date	Amount to Date	2023 Estimate	2024 Estimate
AMERICAN FALLS RESERVOIR DISTRICT	Budget Forecast	Actual 2022	11-1-21-4-30-22	11-1-22-4-30-23	Budget Forecast	Budget Forecast
GENERAL FUND	11-1-21-10-31-22	11-1-21 to 10-31-22	Year 2021	Year 2022	11/1/22-10/31/23	11/1/23-10/31/24
	4/30/2022		4/30/2023	4/30/2023	4/10/2023	4/30/2023
INCOME						
O & M Assessments	$ 350,000.00	$ 1,040,349.48	$ 748,364.13	$ 773,920.83	$ 1,040,350.00	$ 1,040,350.00
Fund for extraordinary expenses	$ 411,000.00					
Prior years Assessment	$ 7,000.00	$ 10,135.53	$ 6,663.08	$ 7,044.56	$ 9,000.00	$ 11,000.00
Penalties & Interest on Collections	$ 3,000.00	$ 4,244.19	$ 1,797.03	$ 2,067.92	$ 4,000.00	$ 4,000.00
Interest on Investments	$ 4,000.00	$ 4,851.88	$ 496.99	$ 11,516.88	$ 1,900.00	$ 20,000.00
Miscellaneous Revenue				$ 15.30	$ 180,000.00	
TOTAL INCOME	$ 775,000.00	$ 1,059,581.08	$ 757,321.23	$ 794,565.49	$ 1,235,250.00	$ 1,075,350.00
EXPENSES						
American Falls O & M	$ 237,450.00	$ 749,728.90	$ 749,728.90	$ (578,036.29)	$ (578,036.29)	$ 120,000.00
Extraordinary expense	$ 341,000.00					
Jackson Lake O & M	$ 8,000.00	$ 8,028.35	$ 8,028.35	$ 6,936.80	$ 7,000.00	$ 8,300.00
Directors Fees	$ 13,200.00	$ 11,350.00	$ 5,250.00	$ 6,450.00	$ 13,650.00	$ 13,860.00
Directors Expense	$ 4,800.00	$ 3,679.54	$ 1,494.19	$ 2,118.29	$ 5,400.00	$ 7,000.00
Secretary Salary	$ 63,534.00	$ 64,566.66	$ 32,025.06	$ 33,843.28	$ 66,710.00	$ 70,727.00
Secretary Expense	$ 2,500.00	$ 1,619.35	$ 785.73	$ 1,021.99	$ 2,500.00	$ 2,500.00
Full-time Employee Salary	$ 38,000.00	$ 39,647.70	$ 19,647.72	$ 20,799.98	$ 41,000.00	$ 43,460.00
Payroll Taxes	$ 9,300.00	$ 9,178.18	$ 4,494.63	$ 4,837.53	$ 10,200.00	$ 10,700.00
Public Employees Retirement System	$ 13,210.00	$ 13,350.66	$ 6,599.58	$ 7,049.52	$ 14,000.00	$ 14,000.00
Official Bonds and Insurance	$ 4,100.00	$ 4,417.00	$ 2,507.00	$ 2,537.00	$ 4,600.00	$ 4,800.00
Office Supplies & Expenses	$ 2,500.00	$ 1,830.05	$ 858.20	$ 615.42	$ 2,600.00	$ 2,600.00
Utilities	$ 3,600.00	$ 3,468.15	$ 1,781.32	$ 2,447.08	$ 3,600.00	$ 5,000.00
Postage	$ 600.00	$ 448.00	$ 332.00	$ 499.15	$ 550.00	$ 570.00
Telephone	$ 1,800.00	$ 1,844.14	$ 878.82	$ 1,058.82	$ 1,800.00	$ 2,200.00
Office Maintenance	$ 6,000.00	$ 3,801.00	$ 1,009.00	$ 3,074.20	$ 6,000.00	$ 4,000.00
Capital Improvement	$ 5,000.00	$ -		$ 125,226.89	$ 393,000.00	$ 500,000.00
Lease Expense						$ 6,300.00
Audit Expense	$ 5,200.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
Legal Fees	$ 12,000.00	$ 16,510.80	$ 5,455.10	$ 7,597.50	$ 15,000.00	$ 18,000.00
Legal Publications	$ 1,200.00	$ 1,037.23	$ 628.20	$ 766.62	$ 1,000.00	$ 1,450.00
Election Expenses	$ 500.00	$ -	$ -	$ -	$ 500.00	$ 500.00
County Collection Fees	$ 15,200.00	$ 21,826.02	$ 4,999.16	$ -	$ 21,807.00	$ 20,800.00
Dues & Subscriptions	$ 620.00	$ 578.99	$ 518.99	$ 515.89	$ 650.00	$ 700.00
Office Equipment Expense	$ 1,000.00	$ 260.69	$ 184.10	$ 3,455.51	$ 4,000.00	$ 1,600.00
Miscellaneous Expense	$ 250.00	$ -	$ -		$ 500.00	$ 250.00
Bank Fees	$ 355.00	$ 289.42	$ 224.42	$ -	$ 300.00	$ 300.00
Uncollectible Taxes	$ 100.00	$ 1.44	$ -	$ 11.12	$ -	$ 100.00
Gifts/Donations	$ 100.00	$ 58.00	$ 58.00	$ 143.44	$ 100.00	$ 100.00
TOTAL EXPENDITURES	$ 791,119.00	$ 962,520.27	$ 852,488.47	$ (342,030.26)	$ 43,430.71	$ 864,817.00
Excess (Deficit) over Expenditures	$ (16,119.00)	$ 97,060.81	$ (95,167.24)	$ 1,136,595.75	$ 1,191,819.29	$ 210,533.00
	"1"	2"	"3"	4'	"5"	"6"

A. Misc. Articles

Secretary Debbie Falconburg presented the 2023-2024 Budget. (Exhibit "A")

After a discussion, Director Dave Ramseyer moved the 2023-20243 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 10.49 a.m.

President Dan Shewmaker

Secretary Debbie Falconburg

Exhibit "1"

*** Proof of Publication ***

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:

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 2, 2023

1 Insertions

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

ORDER NUMBER 137740

Sherri Davis
(Legals Clerk)

STATE OF IDAHO)
.SS
COUNTY OF TWIN FALLS)

On this 5 day of June in the year of 2023 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.

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

AMY WIESMORE
COMMISSION NO. 20203230
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 09/04/2026

Section: Legals
Category: 50 Legal
PUBLISHED ON: 06/03/2023

TOTAL AD COST: 53.83
FILED ON: 6/5/2023

Exhibit "2"

AFFIDAVIT OF PUBLICATION

County of Elmore}
} SS
State of Idaho }

I, Swana Stokes, 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 part of publication thereof; was published in print, in said newspaper on the 7 day of June, 2023; 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 a supplement thereof.

The attached notice was also posted online at IdahoPublicNotices.com on the 6 day of June, 2023.

I further swear that the said Mountain Home News has been continuously an uninterruptedly published in said Elmore County during the period of 52 consecutive weeks prior to the first publication of the attached notice.

Swana Stokes

Legal Clerk

Subscribed and sworn to me this 7th day of June 2023

Joy M. Martinez

Notary Public
Residing in Mountain Home,
Elmore County, Idaho
My commission expires Oct. 17, 2028

JOY M. MARTINEZ
Comm. No. 20224947
NOTARY PUBLIC
Expires: 10/17/2028
STATE OF IDAHO

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

One Publication:
June 7, 2023

Jerome, Idaho
July 10, 2023

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 10, 2023 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
DeWitt Marshall	Member

Absent:

Greg Hirai	Member
Brad Shackelford	Member

Attorney Travis Thompson, Secretary Debbie Falconburg, Assistant Brandi Weston, and Kyndell Madsen with Laughlin Ricky were also present.

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

The minutes of the Board meeting June 19, 2023 were then approved with a motion by Director Dave Ramseyer, seconded by Director Rob Blick.

The Secretary presented the Claims and July 10, 2023 Treasurer's Report to the Board. (See page 2)

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

Transfers

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

DISTRICT OFFICE UPDATE

Kyndell Madsen with Laughlin Ricks present preliminary plans for the new District Office. A discussion was had, and suggestions were made. Director Graham Hooper moved a special meeting to be held on July 24, 2023 at 10:00 a.m. at the district office, seconded by Director Rob Blick. The motion passed.

OLD BUSINESS

Attorney Travis Thompson spoke concerning current water issues.

NEW BUSINESS

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

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

President Dan Shewmaker

Secretary Debbie Falconburg

July 10, 2023

TREASURER'S REPORT

Cash Balance 05-31-2023			$ 6,708.65		
Transfer from 1230			$ 20,000.00		
Office sale			$ 178,206.95		
Receipts June, 2023			$ 21,051.68		
			$ 225,967.28		
Disbursements:					
Claims 06-19-2023	$	3,908.90			
Debbie Falconburg	$	4,030.59			
Brandi Weston	$	2,524.04			
Marten Law	$	2,883.00			
Farmer's Debt Card	$	41.65			
Pay Roll Expenses	$	6,106.03			
Total Distribution 06-30-2020	$	19,494.21	$ 19,494.21		
Cash on Hand 06-30-2020			$ 206,473.07	$	206,473.07

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

Balance in Invest. Pool 05-31-23	$	1,343,151.32		
Transfer to checking	$	20,000.00		
Interest Credited 06-01-23		5342.21		
Balance in Investment Pool #1230 06-30-:	$	1,328,493.53	$	1,328,493.53
Total Balance 06-30-2023			$	1,534,966.60

Average Weighted Yield 4.6830%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 05-31-2023	$ 100,742.93
Interest 06-01-2023	$ 402.19
Balance 06-30-2020	$ 101,145.12

CLAIMS July 10, 2023

Rob Blick			$	171.53
Greg Hirai			$	144.03
Graham Hooper			$	201.02
DeWitt Marshall			$	136.54
Dave Ramseyer			$	159.66
Brad Shackelford			$	274.03
Dan Shewmaker			$	169.16
SS Remit			$	2,446.88
State Tax Commission			$	455.00
PERSI			$	1,916.18
Gallagher Benefit Administrators Inc.			$	32.00
City of Jerome	$	150.91		
Hager, Byron A	$	730.00		
Idaho Power	$	218.69		
Mountain Home News	$	18.72		
Project Mutual Telephone	$	148.68		
State of ID, Dept. Labor	$	105.52		
Times News-Lee Enterprises	$	117.48		
	$	1,490.00	$	6,106.03

July 10, 2023

RESOLVED, That that certain agreement made and entered into by and between Jordan Funk PR for Darrell Funk of Twin Falls County, State of Idaho, party/(ies) of the first part, and Derrell Funk of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of June 26, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Three and no/100 (3.00) shares from Lot One (1), and Fourteen and 28/100 (14.28) shares from Lot Six (6) in Section Thirty-five (35), Township Ten (10) South, Range Twenty (20) East, Boise Meridian for the purchase of a waterright supplemental to Seventeen and 28/100 (17.28) share of the stock of the Twin Falls Canal Company shall be chargeable against Northwest Quarter Northwest Quarter Northwest Quarter (NW1/4NW1/4NW1/4) in Section Twenty-six (26), 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.

AMERICAN FALLS RESERVOIR DISTRICT LEVY 2022

	AC/FT	%	SHARES	$/SHARE	SEG. #		
ABERDEEN-SPRINGFIELD CANAL	35534	0.0776	48034.29	$ 2.2100	5	$	70,130.06
TWIN FALLS CANAL	148747	0.3248	202667.04	$ 2.0303	4	$	411,474.89
NORTH SIDE 1	13876.28	0.0303	7441.16	$ 2.7755	1	$	20,652.94
NORTH SIDE S 2	208152.27	0.4546	123929.671	$ 2.6804	2	$	332,181.09
NORTH SIDE 3	17300.07	0.0378	7661.99	$ 3.0435	3	$	23,319.27
NORTH SIDE 2 T.S.	13779.86	0.0301	8117.26	$ 2.6904	7	$	21,838.68
NORTH SIDE 3 T.S.	908.26	0.0020	402.26	$ 3.0420	9	$	1,223.67
CONTRACT	19402.5	0.0424	19724	$ 1.6864	8	$	33,262.55
NORTH SIDE POWER CO T.S.	197.74	0.0004	200	$ 1.6864	8	$	337.28
	457897.98	1.0000	418177.671			$	914,420.44
						$	90,000.00 sc
						$	1,004,420.44

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

Exhibit "A"

AMERICAN FALLS RESERVOIR DISTRICT LEVY 2022

	AC/FT	%	SHARES	$/SHARE	SEG. #			
ABERDEEN-SPRINGFIELD CANAL	35534	0.0776	48034.29	$ 2.2100	5	$	70,130.06	
TWIN FALLS CANAL	148747	0.3248	202667.04	$ 2.0303	4	$	411,474.89	
NORTH SIDE 1	13876.28	0.0303	7441.16	$ 2.7755	1	$	20,652.94	
NORTH SIDE S 2	208152.27	0.4546	123929.671	$ 2.6804	2	$	332,181.09	
NORTH SIDE 3	17300.07	0.0378	7661.99	$ 3.0435	3	$	23,319.27	
NORTH SIDE 2 T.S.	13779.86	0.0301	8117.26	$ 2.6904	7	$	21,838.68	
NORTH SIDE 3 T.S.	908.26	0.0020	402.26	$ 3.0420	9	$	1,223.67	
CONTRACT	19402.5	0.0424	19724	$ 1.6864	8	$	33,262.55	
NORTH SIDE POWER CO T.S.	197.74	0.0004	200	$ 1.6864	8	$	337.28	
	457897.98	1.0000	418177.671			$	914,420.44	
						$	90,000.00	sc
						$	1,004,420.44	

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

Jerome, Idaho
July 24, 2023

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 24, 2023 at 1:00 P.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, Secretary Debbie Falconburg, Assistant Brandi Weston, and Kyndell Madsen with Laughlin Ricky were also present.

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

Kyndell Madsen presented the adjusted plans for the district's new office.

The plans were accepted with the condition of more research on roof, the vault steel ceiling for fire prevention, and fiberglass windows. Gas heat is the preferred heating system. Secretary Debbie Falconburg was instructed to work on landscaping designs.

Attorney Travis Thompson recommended that the percentage bids be removed from the public notice.

Plans should be completed by July 31, 2023. Notices will be placed in the Times News on August 3, 2023 and August 10, 2023. Bidding must be presented by August 25, 2023 by 4:00 p.m.

A meeting to open the bids will be held on August 28, 2023 at 10:00 a.m.

There being no further business to come before this Board the meeting adjourned at 2:07 p.m.

Amended July 31, 2023.

Dan Shewmaker
President Dan Shewmaker

Debbie Falconburg
Secretary Debbie Falconburg

Jerome, Idaho
August 14, 2023

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 14, 2023 at 10:10 A.M. with the following person present:

Dan Shewmaker	President, Member (via telecommunications)
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 Vice President Dave Ramseyer

The minutes of the Board meeting July 10, 2023 and July 24, 2023 were approved with a by Director Graham Hooper , seconded by Director DeWitt Marshall.

The Secretary presented the Claims and August 14, 2023 Treasurer's Report to the Board. (See page 2)

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

TRANSFERS

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

Director DeWitt Marshall , seconded by Director Graham Hooper approved one transfer from one North Side Canal Company with a motion. (Page 3)

OFFICE UPDATE

Secretary Debbie Falconburg informed the Board that Jerome City Planning and Zoning determined that the curbing be removed, and more parking spaces be designated. We are required to remove the four existing Silver Maples and have ten trees and at least fifteen bushes.

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

I. Water Supply Outlook/System Storage Comparison

II. Federal Issues

A. Groups File New 60-Day Notice on Lower Snake Dams/Stay Expiring
B. Risch Op-Ed on Dams

August 14, 2023

TREASURER'S REPORT

Cash Balance 06-30-2023		$ 206,473.07	
Transfer to 1230		$ 175,000.00	
Receipts July, 2023		$ 230,261.68	
		$ 261,734.75	

Disbursements:

Claims 07-10-2023	$ 1,490.00			
Debbie Falconburg	$ 4,025.46			
Brandi Weston	$ 2,513.94			
Farmer's Debt Card	$ 539.97			
Reconciliation error bank	$ 0.09			
Marten Law	$ 1,364.50			
Pay Roll Expenses	$ 6,885.07			
Total Distribution 07-31-2023	$ 16,819.03	$ 16,819.03		
Cash on Hand 07-31-2023		$ 244,915.72	$	244,915.72

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

Balance in Invest. Pool 06-30-23	$ 1,328,495.53		
Interest Credited 07-01-23	$ 5,322.94		
Transfer	$ 175,000.00		
Balance in Investment Pool #1230 07/31/2:	$ 1,508,818.47	$	1,508,818.47
Total Balance 07/31/2023		$	1,753,734.19

Average Weighted Yield 4.9245%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 06-30-2023	$ 101,521.44
Interest 07-01-2020	$ 403.73
Balance 07-31-2020	$ 101,925.17

CLAIMS August 14, 2023

Rob Blick		$ 344.42
Graham Hooper		$ 370.80
DeWitt Marshal		$ 274.42
Dave Ramseyer		$ 320.68
Brad Shackelford		$ 274.71
Dan Shewmaker		$ 368.94
SS Remit		$ 2,546.64
State Tax Commission		$ 504.00
PERSI		$ 1,848.46
Gallagher Benefit Administrators Inc.		$ 32.00
City of Jerome	$ 386.55	
Falconburg, Debbie	$ 529.00	
Gooding County Treasurer	$ 2,394.09	
Hager, Byron A	$ 510.00	
Idaho Power	$ 21.17	
Laughlin Ricks	$ 30,698.00	
Marten Law	$ 5,948.00	
Mountain Home News	$ 83.52	
Project Mutual Telephone	$ 146.47	
Times News-Lee Enterprises	$ 128.58	
Western Waste Services	$ 64.49	
	$ 40,909.87	$ 6,885.07

August 14, 2023

RESOLVED, That that certain agreement made and entered into by and between David Sylvester 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 11, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot Five (5) Block Two (2) in 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 22/100 (0.22) 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 14, 2023

RESOLVED, That that certain agreement made and entered into by and between L & S Land Holdings, LLC of Gooding County, State of Idaho, party/(ies) of the first part, and L & S Land Holdings, LLC of Gooding County, State of Idaho, party/(ies) of the second part, under date of August 1, 2023 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 Fifteen (15), Township Eight (8) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to Forty and 00/100 (40.00) share of the stock of the North Side Canal Company shall be chargeable against Northeast Quarter Northwest Quarter (NE1/4NW1/4) in Section Twenty-five (25), Township Eight (8) 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.

III. State Issues

A. Governor's Water Summit/Mat Weaver Appointed IDWR Director
B. SWC Mid-Season Order/No Injury Prediction
C. ESPA GW Measurements/Reach gains Data
D. IWRB Awards $12.5 Million for AF Spillway

IV. Other News

A. Misc. Articles

NEW BUSINESS

There being no further business to come before this Board the meeting adjourned at 10:37 a.m.

Vice President Dave Ramseyer

Secretary Debbie Falconburg

Exhibit "A"

2023 AFRD ASSESSMENT LEVY

According to Idaho Code Section 43-701, the 2023 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 COMPAY 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 SEGREATION 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 SEGREAGTATION 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 SEGREATION 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 SEGREATION, 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 COMPANY 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 2023 ASSESSMENT ROLL

August 14, 2023
Monday 10:38 A.M.

Vice President Dave Ramseyer 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 2023 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 10th day of July, 2023 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 perdiam of officers and salaries of employees, and the maintaining and operation of the property of the District for the year 2023; 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 14, 2023 at the hour of 10:38 a.m. 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 14, 2023

AMERICAN FALLS RESERVOIR DISTRICT

Debbie Falconburg

Debbie Falconburg
Secretary, Board of Directors

Exhibit "7"

*** Proof of Publication ***

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:

2 Insertions

AMERICAN FALLS RESERVOIR DISTRICT

DEBBIE FALCONBURG

PO BOX A

JEROME ID 83338

ORDER NUMBER 139671

Sherri Davis

(Legals Clerk)

STATE OF IDAHO)
.SS
COUNTY OF TWIN FALLS)

On this 3 day of August in the year of 2023 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.

Amy Wiesmore

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

AMY WIESMORE
COMMISSION NO. 20203230
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 09/04/2026

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 10th day of July, 2023, 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, perdiem of officers and salaries of employees, and the maintaining and operation of the property of the District for year 2023; 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 14, 2023, 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 10, 2023

Debbie Falconburg
Secretary, Board of Directors
AMERICAN FALLS RESERVOIR DISTRICT

Publish: July 20, 2023
August 3, 2023

Section: Legals

Category: 50 Legal

PUBLISHED ON: 07/20/2023, 08/03/2023

TOTAL AD COST:	128.58
FILED ON:	8/3/2023

Exhibit "D"

AFFIDAVIT OF PUBLICATION

County of Elmore
State of Idaho } ss.

I, Swana Stokes, 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 19 day of July, 2023, and the last publication having been made on the 2 day of August, 2023; 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.

The attached notice was also posted online at IdahoPublicNotices.com on the 14 day of July, 2023.

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.

Swana Stokes
Legal Clerk

Subscribed and sworn to me this 3rd day of Aug, 2023.

Joy M. Martinez
Notary Public

Residing in Mountain Home, Elmore County, Idaho.

My commission expires **10-17-2028**

JOY M. MARTINEZ
Comm. No. 20224947
NOTARY PUBLIC
Expires: 10/17/2028
STATE OF IDAHO

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 10th day of July, 2023, 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, perdiem of officers and salaries of employees, and the maintaining and operation of the property of the District for year 20 23; 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 14, 2023, 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 10, 2023

Debbie Falconburg
Secretary, Board of Directors
AMERICAN FALLS RESERVOIR DISTRICT

First Publication:
July 19, 2023
Second Publication:
August 2, 2023

Whereupon the Vice 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 DeWitt Marshall moved, seconded by Director Brad Shackelford, to the following resolution.

After full discussion, the following resolution was carried.

RESOLUTION

WHEREAS, August 14, 20221 at 10:58 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 14th day of August, 2023: 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.

Dave Ramseyer
Vice 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 14, 2023, 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 14th day of August 2023.

_____

Debbie Falconburg
Secretary Debbie Falconburg

(Seal)

Jerome, Idaho
August 28, 2023

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 28, 2023 at 1:00 P.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

Absent:	DeWitt Marshall	Member
	Brad Shackelford	Member

Attorney Travis Thompson, Secretary Debbie Falconburg, and Cade Jones with Gary Thompson Construction.

Three bids were opened for the construction of the new office building.

Bids were received from Petersen Brothers Construction - $700,000
EKC, Inc General Contractor - $794,730
Gary Jones Construction - $700, 000

Director Dave Ramseyer, seconded by Director Rob Blick moved to accept Petersen Brothers Construction's bid pursuant to Idaho Code §67-2805 (2) (a). The motion passed.

Director Dave Ramseyer requested his disappointment of Jerome City's requirements be noted.

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

Dan Shewmaker
President Dan Shewmaker

Debbie Falconburg
Secretary Debbie Falconburg

*** Proof of Publication ***

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:

2 Insertions

AMERICAN FALLS RESERVOIR DISTRICT

DEBBIE FALCONBURG

PO BOX A

JEROME ID 83338

ORDER NUMBER 141171

Sherri Davis

(Legals Clerk)

STATE OF IDAHO)
.SS
COUNTY OF TWIN FALLS)

On this 14 day of Aug in the year of 2023 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.

Amy Wiesmore

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

AMY WIESMORE
COMMISSION NO. 20203230
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 09/04/2026

AMERICAN FALLS RESERVOIR DISTRICT
INVITAITON TO BID
NEW OFFICE BUILDING

American Falls Reservoir District ("AFRD" or Owner") invites bids for construction of a new office building to be constructed in Jerome Idaho. Bids are to lump sum Bids and include all phases of construction. The project will consist of construction of a new building of approximately 1500 sq. ft. and improvements to the building site. Phases of the work will include construction of landscaping, installation of sprinklers, concrete, carpentry, masonry, roofing, floor covering, painting, electrical, plumbing, heating, and other miscellaneous trades.

Sealed bids will be received at the office of the American Falls Reservoir District 1035 N Lincoln Jerome Idaho 83338 until 4:00 p.m. August 25, 2023. Bids received after this time will not be accepted. No Bid may be withdrawn after the time set for the opening of the Bids. A public opening of the Bids will take place at AFRD's office on August 28, 2023 at 10:00 a.m.

Copies of design drawings, specifications, bid forms, bidder's instruction, contract documents and general special instructions may be inspected the office of the architect located at 134 3rd Ave East, Twin Falls, ID upon request and payment of a copying fee. Objections by Bidders must be in writing and delivered to the Owner not less than one business day before the date and time for receipt of Bids.

An Idaho Public Works Contractors license will be required prior to contract award.

The Owner reserves the right to waive irregularities and to reject any and all bids.

Project Manager/Architect: Colby Ricks
Laughlin Ricks Architecture, LLC
134 3rd Ave E
Twin Falls, ID 83301

Owner: American Falls Reservoir District
1035 N Lincoln
Jerome, ID 83338
Publish August 5, 2023
August 12, 2023

Section: Legals

Category: 50 Legal

PUBLISHED ON: 08/05/2023, 08/12/2023

TOTAL AD COST: 137.94

FILED ON: 8/14/2023

Jerome, Idaho
September 11, 2023

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 11, 2023 at 10:05 A.M. with the following person present:

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

Absent

Graham Hooper	Treasurer, Member

Attorney Travis Thompson and his associate Abby Bitzenburg, Secretary Debbie Falconburg representatives Andy Coats, Nate Thomas, Ernie Culver, and Riley Scott from Petersen Brothers Construction were also present.

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

DISTRICT OFFICE UPDATE

Secretary Debbie Faconburg informed the Board that the City of Jerome has added an addendum to the district office Project. The city is requiring the district to fix the sidewalk on West First and to add parking lot lighting. A discussion with the Board and Petersen Brothers Construction was conducted. Director Greg Hirai, seconded by Director Dave Ramseyer moved the contract with Petersen Brothers Construction be accepted. The motion passed. Peterson Brothers Construction representatives left the meeting. (Exhibit "A")

The minutes of the Board meeting August 14, 2023 and August 28, 2022 were then approved with a motion by Director Dave Ramseyer, seconded by Director Brad Shackelford.

The Secretary presented the Claims and September 11, 2023 Treasurer's Report to the Board. (See page 2)

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

TRANSFERS

Director Rob Blick, seconded by Director Greg Hirai approved three transfers from the 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/1.2 MAF Increase from 2022

"Exhibit 1"

Association of
Licensed Architects
Contracts

OC1-2020 – Owner/Contractor Agreement
(Lump Sum Fee)

CAUTION: THIS DOCUMENT HAS LEGAL CONSEQUENCES. ALA recommends that the parties seek the advice of their attorney(s) prior to executing or modifying this Agreement. By executing this Agreement, the parties assume sole and complete responsibility for the content contained hereinafter.

1.0 AGREEMENT: This Agreement is made and entered into this 6 day of September, 2023, by and between:

The **OWNER** is: American Falls Reservoir District
Attention: Debbie Falconburg
Phone Number: 208.324.8835 Cell Number: 208.308.2199
Email: afrd1.1923@gmail.com
The **Owner's** Designated Representative is: Debbie Falconburg

The **CONTRACTOR** is: Petersen Brothers Construction
Attention: Jeremy Petersen
Phone Number: 208.734.6303 Cell Number: 208.280.4631
Email: jeremy@pbcbuilds.com
The **Contractor's** Designated Representative is: Scott Sweet

The **ARCHITECT** is: Laughlin Ricks Architecture
Attention: Colby Ricks
Phone Number: 208.736.8050 Cell Number: 208.544.0784
Email: colby@lrallc.com
The **Architect's** Designated Representative is: Colby Ricks

The **PROJECT** is located at: 152 1st Ave W, Jerome, ID 83338

The **PROJECT** consists of the construction of: a new +/-1,700 Square Foot Office Building.

2.0 TERMS AND CONDITIONS: The Owner and Contractor each agree to be bound by the terms and conditions contained in the Agreement.

3.0 ARTICLE 3 – CONTRACT DOCUMENTS

3.1 General Conditions: The General Conditions of the Contract for Construction Where the Basis of Compensation is a Lump Sum Fee, ALA Document GC1, 2020 Edition, forms a part of this Agreement and is incorporated herein as if set for in full.

3.2 List of Drawings: The complete construction of the Project (the Work) is based on the following drawings, unless specifically noted otherwise.

Sheet No:	Description	Date
a. A0-0	Title Sheet	

b. A0-1 Code Analysis
c. A0-2 Code Requirements
d. A1-0 Demo Site Plan
e. A1-1 Remodel Site Plan
f. A1-2 Landscape Plan
g. A1-3 Landscape Plan – Drought Resistant Feature
h. C-1 Cover Sheet
i. C-2 Site Plan
j. C-3 Utility Plan
k. C-4 Grading & Drainage Plan
l. C-5 Details
m. A2-0 Floor Plan
n. A3-0 Exterior Elevations
o. A3-1 Exterior Elevations
p. A4-0 Roof Plan
q. A5-0 Building Sections
r. A5-1 Building Sections
s. A7-0 Reflected Ceiling Plan
t. A8-0 Interior Elevations
u. A9-0 Schedules – Room Finish, Door & Window
v. A10-0 Details – Site
w. A10-1 Details – Roof
x. A10-2 Details – Doors & Windows
y. A10-3 Details – Materials Wood Framing
z. A10-4 Details – Materials CMU
aa. A10-5 Fire Penetration Details for Storage Room
bb. A10-6 Details – Casework
cc. S101 General Structural Notes
dd. S201 Foundation
ee. S202 Shear Wall Plan
ff. S203 Roof Framing
gg. S301 Structural Foundation Details
hh. S401 Structural Framing Details

ii. S402 Structural Framing Details

jj. P0.0 Plumbing Cover Sheet

kk. P2.1 Plumbing Sewer, Water & Gas Plans

ll. P3.0 Plumbing Schedules

mm. _____ P4.0 Plumbing Details

nn. M0.0 HVAC Cover Sheet

oo. M0.1 HVAC Energy Compliance Forms

pp. M2.1 HVAC Plan

qq. M3.0 HVAC Schedules

rr. M4.0 HVAC Details

ss. E0.0 Electrical Cover Sheet

tt. E0.1 Electrical Specifications

uu. E0.2 Energy Compliance Forms

vv. E1.1 Electrical Site Plan

ww. _____ E2.1L Electrical Lighting Plan

xx. E2.1P Electrical Power Plan

yy. E3.0 Electrical Schedules

zz. E4.0 Electrical Details

3.3 Specifications: The Specifications for the Project (the Work) are as indicated on the Drawings or contained in the Project Manual dated 08/2023, unless specifically noted otherwise, and are as follows:

Specification Section No.	Title	Page Nos.	Date
a.			
b.			

Or

Refer to **Exhibit** *[0002 Table of Contents]* __ for list of specification sections, attached hereinafter.

3.4 Owner and/or Tenant Standards: The Contractor shall conform to the following referenced Owner and/or Tenant Standards, if any: N/A

4.0 ARTICLE 4 – CONTRACT TIMES

4.1 Date of Commencement of Work: The Contractor shall commence work on the Project upon receipt of the Owner's Notice to Commence Work. Prior to commencement of any work on the project, the Contractor shall submit to Owner all required insurance certificates and bonds. Failure to do so shall be considered a material breach, and the Owner may, at his sole discretion, terminate this Agreement.

4.2 Substantial Completion: The Contractor shall construct the Project to a state of Substantial Completion within 214 calendar days after issuance of all required building permits. Substantial Completion is hereby defined as the date upon which the Owner can occupy the Project and utilize it for the Owner's intended purposes.

4.3 Final Completion: The Contractor's Work on the Project shall be considered finally complete when:

4.3.1 All punch list items have been corrected, or the Owner elects to accept specific defective work and receives a credit from the Contractor;

4.3.2 The Owner receives the Final Sworn Statement from Contractor and all subcontractors in conformity with the requirements of law, Final Waivers of Lien from the Contractor and all subcontractors and materials suppliers for any and all labor performed, or materials supplied, for the Project;

4.3.3 The Owner receives from the Contractor all manufacturers' Warranties and/or Guarantees required by the Drawings or Specifications;

4.3.4 The Owner receives from the Contractor operating manuals for all equipment and systems incorporated in the work;

4.3.5 The Owner receives a Certificate of Occupancy from the appropriate authority having jurisdiction over the Project;

4.3.6 Consent of surety for Final Payment is received (if applicable); and

4.3.7 When the Contractor submits his Final Application for Payment.

5.0 ARTICLE 5 - COMPENSATION

5.1 Contractor's Lump Sum Fee: The Contractor hereby agrees to fully construct the Project in accordance with the Contract Documents for the **LUMP SUM FEE** of Seven Hundred Thousand Dollars. ($700,000.00).

5.2 Alternate Price(s): The Cost of the Work indicated as the Contractor's Lump Sum Fee in Paragraph 5.1 above shall be increased or decreased upon Owner's acceptance of any of the following alternates: (State description and cost of Alternate(s) and the increase or decrease in the Cost of the Work, if any.) *[Insert descriptions and change in cost for each alternate below.]*

5.2.1 Alternate #1 – Description

_____

5.2.1.1 Cost - Add ***OR*** Deduct _____ Dollars ($ ____)

5.2.2 Alternate #2 – Description

_____

5.2.2.1 Cost - Add ***OR*** Deduct _____
Dollars ($ ____)

5.2.3 Alternate #3 – Description

_____

5.2.3.1 Cost - Add ***OR*** Deduct _____
Dollars ($ ____)

5.3 Unit Prices: Unit prices are to be based upon the number of units indicated in the Contract Document. Unit prices, if any, shall adjust the Contractor's Lump Sum Fee indicated in Paragraph 5.1 as stated hereinafter: (Attach separate listings of Unit Prices if necessary.). *[Insert unit cost descriptions and cost per unit below.]*

5.3.1 Description

_____

5.3.1.1 Unit Price for Each Additional Unit - _____ Dollars
($ ___)

5.3.2 Description

_____

5.3.2.1 Unit Price for Each Additional Unit - _____ Dollars
($ ___)

5.4 Allowances: The Contractor shall include in the Lump Sum Fee stated in Paragraph 5.1 the following dollar amounts to be held in reserve to pay for the anticipated costs of the following Allowance Items. Once the exact cost of an Allowance Item is determined, that exact cost shall replace the allowance amount, and the Contractor's Lump Sum Fee shall be adjusted accordingly via a written Change Order. The Allowance Items requested are as follows: (Attach separate listings of Unit Prices if necessary.). *[Insert allowance item descriptions and amounts below.]*

	Allowance For:	Cost to be Included Allowance Amount
5.4.1	_____	$ _____
5.4.2	_____	$ _____

6.0 ARTICLE 6 – PROGRESS PAYMENTS

6.1 Contractor's Application for Payment: The Contractor shall submit an Application for Payment on the 25th day of the month for all labor performed and materials supplied during the previous month. The Contractor's Application for Payment shall include a request for payment for any and all Change Order work performed during the previous month. Requests for payment for extra or additional work shall be disallowed without a properly executed Change Order by the Owner authorizing the Contractor to perform the additional work. No extra work may be done or requested without a change order. Additionally, requests for Change Order work not submitted in a timely manner for work performed during the previous month will be disallowed. The intent of this paragraph is to address all Change Order work in a timely and organized manner. Owner maintains the right to reasonably withhold and deduct the cost to correct any portion(s) of non-conforming or defective work.

6.2 Retainage: Retainage in the amount of 5 % of the requested amount on the Contractor's Application for Payment will be withheld from each monthly payout to the Contractor until the Project reaches a state of Substantial Completion. Retainage amounts will be released on the date of Substantial Completion, less any amounts reasonably withheld to cover the cost of correction of outstanding punch list items, including the cost to correct defective and non-conforming work. Owner may reduce or eliminate retainage amounts to be withheld from future payments to the Contractor, once the project exceeds 50% completion.

6.3 Final Payment: Owner shall make the Final Payment to Contractor when all of the requirements of Article 4.3 are met to the reasonable satisfaction of the Owner and Architect.

6.4 Interest Charges for Late Payments: Payments are due and payable to the Contractor within forty-five (45) days of receipt by Owner of Contractor's Application for Payment. Payments shall be considered late forty-five (45) days after the date of the receipt by the Owner of the Contractor's Application for Payment. Late payments shall accrue interest at the rate of 18 % per annum.

6.5 Liquidated Damages: Liquidated Damages shall apply to this Agreement. The Contractor shall construct the project to a state of Substantial Completion on or before the date stated in Paragraph 4.2 above. Should the Contractor fail to reach Substantial Completion by the stated time, the Contractor hereby agrees and acknowledges that the Owner will incur daily damages in the amount of Five Hundred Dollars per calendar day, which amount the Owner shall deduct from any amount(s) due the Contractor. Should said amount for Liquidated Damages exceed the amount still due the Contractor, the Contractor agrees that the Owner shall have no responsibility to continue paying the Contractor. The Contractor further hereby agrees to pay the Owner any excess amount of unpaid Liquidated Damages. The stated Liquidated Damages amount represents the Owner's good faith effort at determining the actual damages the Owner will incur on a daily basis if the Project is not finished on time. This Liquidated Damages provision is not a penalty clause.

7.0 ARTICLE 7 – INTEGRATION CLAUSE

7.1 This Agreement represents the entire and integrated agreement (the contract) between the Owner and Contractor. Together with the Contract Documents, it supersedes any prior negotiations, representations and or promises made to the parties hereto, whether written or oral. The Contract may be amended or modified only by a written modification.

8.0 ARTICLE 8 – MISCELLANEOUS PROVISIONS - *(Insert any other terms and conditions below.)*

8.1 _____

8.2 _____

8.3 _____

Association of
Licensed Architects
Contracts

9.0 **AGREED TO AND ACCEPTED BY** *(The Designated Representative having the legal authority to bind.)*

OWNER:

Co Name American Falls Reservoir District

By: [signature]

Print Name: DAN H. SHEWMAKER

Title: CHMN. BOD

CONTRACTOR:

Co Name Petersen Brothers Construction

By: [signature]

Print Name: Jeremy Petersen

Title: President

Septmeber 11, 2023

TREASURER'S REPORT

Cash Balance 07-31-2023			$ 244,915.72	
Transfer to #1230			$ 200,000.00	
Transfer to #1230			$ 32,000.00	
Receipts August, 2023			$ 6,560.48	
			$ 83,476.20	
Disbursements:				
Claims 08-14-2023	$	40,909.87		
Debbie Falconburg	$	4,025.46		
Brandi Weston	$	2,513.94		
Debit Card	$	70.24		
Payroll Expenses	$	6,808.14		
Total Distribution. 08-31-2023	$	54,327.65	$ 54,327.65	
Cash on Hand 08-31-2023			$ 29,148.55	$ 29,148.55

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

Balance in Invest. Pool 07-31-2023	$	1,508,818.47	
Interest Credited 08-01-2023	$	5,743.99	
Transfer from checking	$	200,000.00	
Trasfer to checking	$	32,000.00	
Balance in Investment Pool #1230 08-31-	$	1,682,562.46	$ 1,682,562.46
Total Balance 08-31-2023			$ 1,711,711.01

Average Weighted Yield 4.9246%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 07-31-2023	$ 101,925.17
Interest Credited 08-01-2023	$ 426.30
Balance 08-31-2023	$ 102,351.47

Claims September 11, 2023

Rob Blick			$	344.42
Greg Hirai			$	144.71
Graham Hooper			$	370.80
DeWitt Marshall			$	137.20
Dave Ramseyer			$	320.68
Brad Shackelford			$	274.70
Dan Shewmaker			$	292.13
SS Remittance			$	2,539.02
State Tax Commission			$	504.00
PERSI			$	1,848.48
Gallagher Benefit Administrators, Ins			$	32.00
City of Jerome	$	271.31		
City of Jerome	$	3,345.21		
Hager, Byron A	$	390.00		
Idaho Power	$	242.12		
Marten Law	$	1,512.50		
Project Mutual Telephone	$	148.68		
Times News	$	137.94		
	$	6,047.76	$	6,808.14

September 11, 2023

RESOLVED, That that certain agreement made and entered into by and between Norman Sanders 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 9, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against North Half (N2) Lot Six (6) Bonnie View Subdivision in Section Twenty-Six (26), Township Nine (9) South, Range Fourteen (14) East, Boise Meridian for the purchase of a waterright supplemental to None and 25/100 (0.25) 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 11, 2023

RESOLVED, That that certain agreement made and entered into by and between Jose Jasso 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 8, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot Two (2), Block One (1) Suburban Park 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 10/100 (0.10) 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 11, 2023

RESOLVED, That that certain agreement made and entered into by and between Barbara Merrill 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 29, 2023 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-Nine (29), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to None and 96/100 (0.96) 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.

II. Federal Issues

A. Court Approves 60-day Extension for CRSO Mediation
B. Steelhead Forecast Improves
C. EPA Issues Proposed Rule in Response to Sackett

III. State Issues

A. SWC No Injury Order
B. ESPA GWMA Advisory Committee Meeting 9/13
C. IWRB Meeting in Salmon 9/14 and 9/15

IV. 9/22 Conference Call with BOR/IPC re: IWRB Grant

Secretary Debbie Falconburg informed the Board that Insurance Agent Jim Welch and agency HUB International were no longer an authorized agent for ICRMP. She explained what an authorized agent does for the District. DeWitt Marshall moved that Brian Craig from Prescott and Craig be our new authorized agent for ICRMP, seconded by Director Greg Hirai. The motion passed.

NEW BUSINESS

There being no further business to come before this Board the meeting adjourned at 11:00 a.m...

President Dan Shewmaker

Secretary Debbie Falconburg

Jerome, Idaho
October 9, 2023

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 9, 2023 at 10:05 A.M. with the following person present:

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

Absent

Dave Ramseyer	Vice President, Member
DeWitt Marshall	Member

Attorney Travis Thompson Secretary Debbie Falconburg representatives were also present.

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

DISTRICT OFFICE UPDATE

Project Superintendent Jeff Summers was present. Secretary Debbie Falconburg shared concerns from Linda Glover concerning sprinkler system, parking lot repairs, and an easement for the entrance. Mr. Summers addressed the sprinkler system that needs to be done before the replacement of the pavement. Petersen Brothers Construction will inquire about the pavement. An easement contract can be created, and Attorney Travis Thompson will review it. (Page 2)

The minutes of the Board meeting September 11, 2023 were then approved with a motion by Director Brad Shackelford, seconded by Director Graham Hooper.

The Secretary presented the Claims and October 9, 2023 Treasurer's Report to the Board. (See page 3)

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 Brad Shackelford approved four transfers from the Twin Falls Canal Company with a motion. (Pages 4 & 5)

OLD BUSINESS

Attorney Travis Thompson distributed packets of information and commented concerning:

I. Water Supply Outlook

II. Federal Issues

A. President Executive Order re: FCRPS
B. Columbia River Treaty Update

lindaglover158@gmail.com
to me

Hi Debbie, I see your building construction is in full swing. I have appreciated the communication from Jeff Summers, Peterson Brothers Construction.

A couple of areas of concerns:

Sprinkler Control Box
As we have discussed, the sprinkler control box for my West building is located on your lots. I recently talked with Jeff about this. He is going to check with the city to see what the requirement is for sure; however, I am willing to move the box across to the West building. I do need some time to find some one to do it and locate where the line goes under the parking lot. Will it be ok if I can have this completed by April 2024?

The sprinklers will be blown out on Friday, October 13th. They will need access to that control box to perform this service.

Parking Lot
As discussed, I understand that you will be widening the entry way to our shared parking lot by removing the island at the entrance that has the vegetation planted in it. I also have some asphalt repairs that need to be completed. I'm wondering if I can coordinate my repairs with any asphalt work that you are planning to do? There is a large crack running near the center of the parking that needs to be filled as well as a pothole that needs to be filled and repaired near one of my parking curbs. I've contacted two asphalt maintenance companies for quotes, but they didn't want to do the small job because of the cost of bringing the equipment to project site. Please let me know if this is something we can coordinate.

Also, if you agree, I can work with Title One to come up with an agreement/easement documenting that we are sharing the entry way and parking lot. Is this something I can pursue and provide to your board for input and approval?

Please let me know if you have any other questions or concerns. I am going to be in Europe next week on a business trip. I'll be back on October 16th. Thank you, Linda

Linda Glover
Emerging Investments LLC
102 Augusta Rd
Jerome, ID 83338
(208) 539-5992

October 9, 2023

TREASURER'S REPORT

Cash Balance 08/31/2023		$ 29,148.55	
Voided lost payroll check		$ 274.03	
Receipts September, 2023		$ 4,231.79	
Replacement check for lost payroll		$ 274.03	
		$ 33,380.34	

Disbursements:

Claims 09/11/2023	$ 6,047.76		
Debbie Falconburg	$ 4,025.46		
Brandi Weston	$ 2,513.94		
Debit Card	$ 46.54		
Payroll Expenses	$ 5,821.02		
Total Distribution 09-30-2023	$ 18,454.72		
Cash on Hand 09-30-2023		$ 18,454.72	
		$ 14,925.62	$ 14,925.62

R LOCAL GOVERNMENT INVESTMENT POOL GENERAL FUND ACCT #1230

Balance in Invest. Pool 08/31/2023	$ 1,682,562.46		
Interest Credited 09/01/2023	7343.03		
Balance in Investment Pool #1230 09/30/2023	$ 1,689,905.49		
Total Balance 09/30/2023	$ 1,689,905.49		$ 1,689,905.49
			$ 1,704,831.11

Ave Weighted Yield 5.168%

WATER QUALITY FACILITIES ACCT #1833

Beginning Balance 08/31/2023	$ 102,351.47
Interest 09/01/2023	$ 449.30
Balance 09/30/2023	$ 102,800.77

CLAIMS October 09, 2023

Rob Blick		$ 172.21
Greg Hirai		$ 144.70
DeWitt Marshall		$ 137.21
Dave Ramseyer		$ 160.34
Brad Shackelford		$ 274.71
Dan Shewmaker		$ 169.16
SS Remittance		$ 2,431.86
State Tax Commission		$ 504.00
PERSI		$ 1,794.83
Gallagher Benefit Administrators, Ins		$ 32.00
Aberdeen Times	$ 85.10	
City of Jerome	$ 235.19	
Hager, Byron A	$ 310.00	
ICRMP	$ 2,196.50	
Idaho Power	$ 159.01	
Intuit/Quickbooks	$ 650.00	
Jerome County	$ 4,211.73	
New Tech Security	$ 400.50	
Norton	$ 119.99	
Power County Press	$ 85.10	
Project Mutual Telephone	$ 146.47	
State of ID, Dept. Labor & Commerce	$ 104.34	
Twin Falls County Treasurer	$ 9,467.92	
	$ 18,171.85	$ 5,821.02

October 9, 2023

RESOLVED, That that certain agreement made and entered into by and between Bob Campbell of Twin Falls County, State of Idaho, party/(ies) of the first part, and Byrd Golay of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of Sept 13, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Lot Ten (10), Block Two (2) of Highland View Tract, Northeast Quarter Southwest Quarter (NE1/4SW1/4) in Section Twenty-two (22), Township Ten (10) South, Range Seventeen (17) 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 Northwest Quarter Northeast Quarter (NW1/4NE1/4) in Section Nine (9), 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.

October 9, 2023

RESOLVED, That that certain agreement made and entered into by and between Mickey & Lori Young of Twin Falls County, State of Idaho, party/(ies) of the first part, and Mickey & Lori Young of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of Sept 21, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southeast Quarter Southwest Quarter (SE1/4SW1/4) Thirty-six (36), Township Nine (9) 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 Northeast Quarter Southeast Quarter (NE1/4SE1/4) in Section Twenty-seven (27), 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.

October 9, 2023

RESOLVED, That that certain agreement made and entered into by and between McKay Lundren for M & J Rentals 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 Sept 9, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southeast Quarter Southwest Quarter (SE1/4SW1/4) in Section Thirty-one (31), Township Nine (9) South, Range Fifteen (15) East, Boise Meridian for the purchase of a waterright supplemental to One and 55/100 (1.55) 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 9, 2023

RESOLVED, That that certain agreement made and entered into by and between Lori A Jantz, Susan K Sharp, Christa L Cravens-Burnett, Heather M Schlund & Anthony Cravens; the heirs of Lloyd Cravens 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 Sept 13, 2023 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Southeast Quarter Northwest Quarter (SE1/4NW1/4) in Section Twenty-one (21), Township Ten (10) South, Range Seventeen (17) East, Boise Meridian for the purchase of a waterright supplemental to None and 72/100 (.72) 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.

AMERICAN FALLS RESEVOIR DISTRICT
General Journal Transaction
October 18, 2023

Num	Name	Memo	Account	Class	Debit	Credit
		Charge off Je...	545 · Uncollectible T...		5.94	
		Charge off Je...	157.4 · Jerome Cou...			5.94
					5.94	5.94
TOTAL					5.94	5.94

AMERICAN FALLS RESEVOIR DISTRICT

10/5/2023 8:56 AM

Register: 157 · 2017 Control Accouint

From 10/10/2022 through 10/05/2023

Sorted by: Date, Type, Number/Ref

Date	Ref.	Payee	Account	Memo	Decrease	C	Increase	Balance
10/10/2022			-split-	Charge off unc...			9.92	5.94

C. Jackson Lake Operations

III. State Issues

A. Quagga Mussels Found in Snake River/ISDA Actions
B. ESPA Advisory Committee Kicks Off
C. Upper Snake Advisory Committee Meeting 10/12

IV. Other Items

A. Misc. Articles

Attorney Travis Thompson spoke about the District becoming the trustee for the award from the Idaho Water Resource Board.

NEW BUSINESS

Secretary Debbie Falconburg presented the Board with the Uncollectible Taxes for 2017 from Jerome County of $5.94. Director Graham Hooper, seconded by Director Rob Blick moved the amount be written off the books. The motion passed. (Page 6)

There being no further business to come before this Board the meeting adjourned at 11:00 a.m...

Dan Shewmaker
President Dan Shewmaker

Debbie Falconburg
Secretary Debbie Falconburg