

Jerome, Idaho
September 14, 2026

The Board of Directors of the American Falls Reservoir District, Idaho, met in public session at the regular meeting place of the Board at 152 1st Ave W Jerome, Idaho September 14, 2026 at 10:03 A.M. with the following person present:

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

Absent

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 at 10:08 a.m.

Brian Craig with Prescott and Craig Insurance for ICRMP spoke concerning the changes with ICRMP.

The minutes of the Board meeting August 14, 2026 were then approved with a motion by Director Dave Ramseyer, seconded by Director Graham Hooper.

The Secretary presented the Claims and September 14, 2026 Treasurer's Report to the Board. (See page 2)

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

TRANSFERS

Director Rob Blick, seconded by Director Dave Ramseyer moved to approve one transfer from the Twin Falls Canal Company. The motion passed. (Page 3)

Director Graham Hooper, seconded by Director Rob Blick, moved to approve two transfers from the North Side Canal Company. The motion carried. (Pages 3& 4)

ATTORNEY

Attorney Travis Thompson distributed packets of information and commented concerning:

- I. Water Supply Outlook
- II. State Issues

TREASURER'S REPORT

Cash Balance 07-31-2026	\$	172,088.59
Grant Fourth Payment	\$	1,590,669.00
Transfer to RWSG Grant	\$	1,590,669.00
Receipts August, 2026	\$	<u>24,839.22</u>
	\$	196,927.81

Disbursements:

Claims 08-10-2026	\$	6,298.13	
Debbie Falconburg	\$	4,205.51	
Brandi Weston	\$	2,871.01	
Debit Card	\$	1,419.88	
Water Quaility Fund refunds	\$	21,634.97	
Kassi Weston	\$	330.00	
Payroll Expenses	\$	<u>6,694.90</u>	
Total Distribution. 08-31-2026	\$	<u>43,454.40</u>	\$ 43,454.40
Cash on Hand 08-31-2026			<u>\$ 153,473.41</u> \$ 153,473.44

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

Balance in Invest. Pool 07-31-2026	\$	3,074,821.08	
Interest Credited 08-01-2026	\$	<u>9,999.68</u>	
Balance in Investment Pool #1230 08-31-	\$	<u>3,084,820.76</u>	\$ 3,084,820.76
Total Balance 08-31-2026			<u>\$ 3,238,294.20</u>

Average Weighted Yield 3.8362%

Claims September 14, 2026

Rob Blick	\$	178.50	
Graham Hooper	\$	211.03	
DeWitt Marshall	\$	137.90	
Dave Ramseyer	\$	175.51	
Brad Shackelford	\$	297.41	
Dan Shewmaker	\$	174.06	
SS Remittance	\$	2,943.49	
State Tax Commission	\$	459.00	
State of Idaho Dept. Labor	\$	23.38	Stupid QuickBooks
PERSI	\$	2,062.30	
Gallagher Benefit Administrators, Ins	\$	32.32	
City of Jerome	\$	216.33	
Clark's Landscaping	\$	556.27	
EcoPro Pest Management	\$	159.00	
ICRMP	\$	3,266.50	
Idaho Power	\$	134.22	
Intermountain Gas	\$	24.81	
Lila Livia	\$	125.00	
Mountain Home News	\$	79.65	
Parsprms Bethle & Latimer	\$	1,013.56	
Project Mutual Telephone	\$	134.62	
Dan Shewmaker	\$	519.70	
TruGreen	\$	<u>129.87</u>	
	\$	6,359.53	\$ 6,694.90

RWSG Grant *	
Bank Balance 7/31/26/26	\$112,496.66
Final installment	\$ <u>1,590,669.00</u>
Bank Balance 7/31/26	\$1,703,165.66

uncleared checks	
Account balance	<u>\$1,703,165.66</u>

September 14, 2026

RESOLVED, That that certain agreement made and entered into by and Twin Falls Canal Company of Twin Falls County, State of Idaho, party/(ies) of the first part, Madeline & Tori Alvarez of Twin Falls County, State of Idaho, party/(ies) of the second part, under date of August 11, 2026 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against the Buy/Share Program for the purchase of a waterright supplemental to Two and 40/100 (2.40) share of the stock of the Twin Falls Canal Company shall be chargeable against Northeast Quarter Southeast Quarter (NE1/4SE1/4) in Section Twenty-one (21), Township Ten (10) South, Range Sixteen (16) East, Boise Meridian and that said the assessments shall be effective in all respects against said land, shall be, and the same is hereby ratified and approved; and,

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

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

September 14, 2026

RESOLVED, That that certain agreement made and entered into by and Gayland & Cindy Jo Edwards of Jerome County, State of Idaho, party/(ies) of the first part, Chester Jess & Natasha Sue Southwick of Jerome County, State of Idaho, party/(ies) of the second part, under date of September 8, 2026 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Northwest Quarter (NE1/4NW1/4) in Section Thirty-three (33), Township Eight (8) South, Range Eighteen (18) East, Boise Meridian for the purchase of a waterright supplemental to One and 00/100 (1.00) share of the stock of the North Side Canal Company shall be chargeable against None and 50/100 (0.50) to the Northeast Quarter Northeast Quarter (NE1/4NE1/4) and None and 50/100 (0.50) to Northwest Quarter Northeast Quarter (NW1/4NE1/4) in Section Thirty-three (33), Township Eight (8) 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.

September 14, 2026

RESOLVED, That that certain agreement made and entered into by and M&M Land Holdings LLC of Jerome County, State of Idaho, party/(ies) of the first part, M&M Land Holding LLC of Jerome County, State of Idaho, party/(ies) of the second part, under date of August 12, 2026 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Southeast Quarter (NE1/4SE1/4) Section Fifteen (15), Township Eight (8) South, Range Sixteen (16) East, Boise Meridian for the purchase of a waterright supplemental to Sixteen and 00/100 (16.00) share of the stock of the North Side Canal Company shall be chargeable against Northwest Quarter Southeast Quarter (NW1/4SE1/4) Section Fifteen (15), 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
LEGAL DESCRIPTION OF THE PREMISES

PARCEL NO. 1:
TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 33: NE $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL NO. 2:
TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 33: NW $\frac{1}{4}$ NE $\frac{1}{4}$ SAVE AND EXCEPT the following described:

Commencing at the North $\frac{1}{4}$ corner of said Section 33 from which the Northeast Section corner of said Section 33 bears South 89°52'54" East, 2637.96 feet, said North $\frac{1}{4}$ corner being THE TRUE POINT OF BEGINNING;

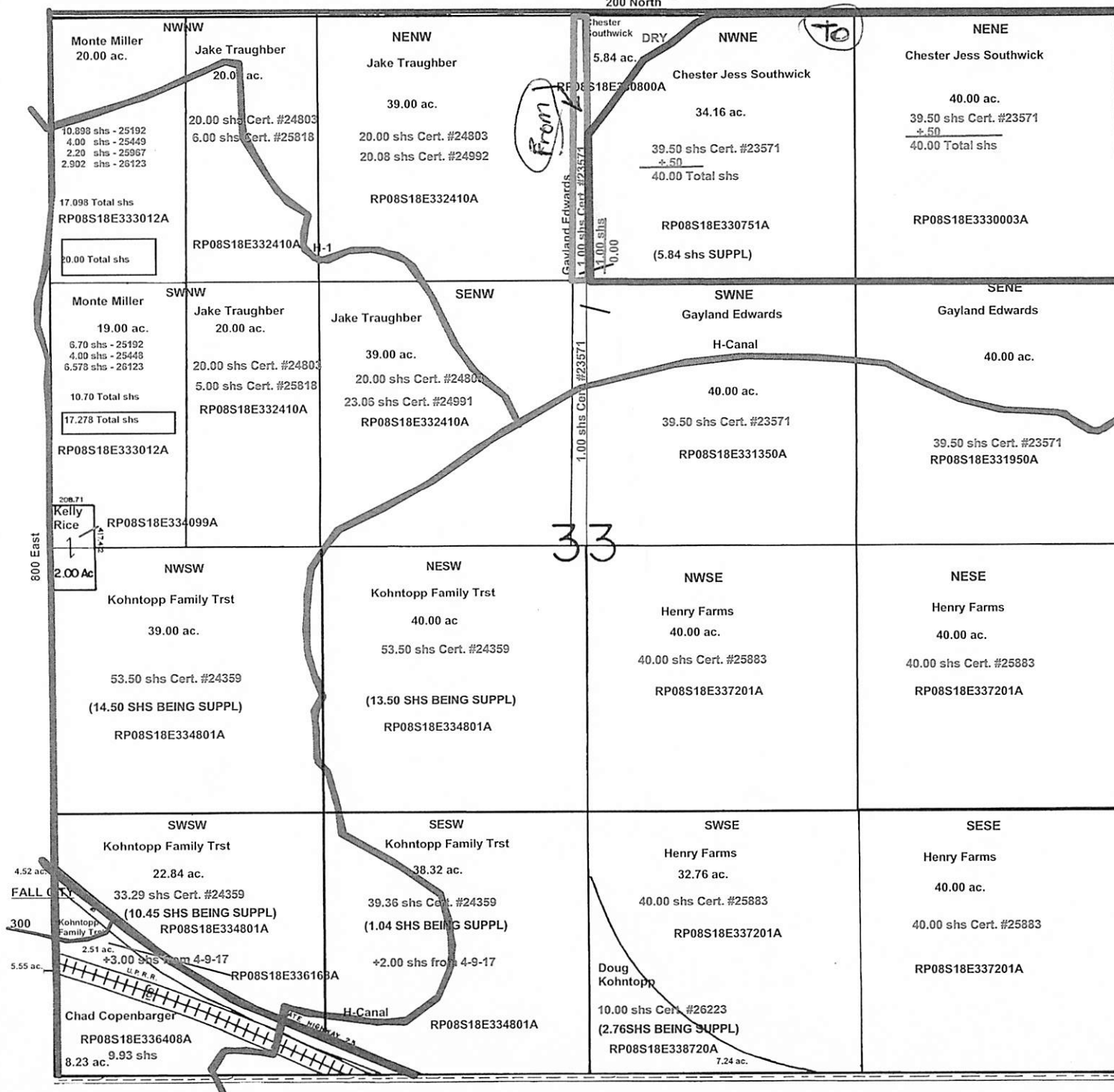
Thence South 89°52'54" East along the North boundary of the NE $\frac{1}{4}$ of said Section 33 for a distance of 794.18 feet;

Thence South 00°10'00" East parallel with the West boundary of the NE $\frac{1}{4}$ of said Section 33 for a distance of 25 feet to a point of curvature of a curve left;

Thence Southwesterly along the arc of the curve left for a distance of 1176.12 feet, said arc having a radius of 1409.43 feet and a long chord bearing and distance of South 43°52'48" West, 1142.29 feet;

Thence North 00°10'00" West along the West boundary of the NE $\frac{1}{4}$ for a distance of 850.00 feet to THE TRUE POINT OF BEGINNING.

200 North



September 14, 2026

RESOLVED, That that certain agreement made and entered into by and M&M Land Holdings LLC of Jerome County, State of Idaho, party/(ies) of the first part, M&M Land Holding LLC of Jerome County, State of Idaho, party/(ies) of the second part, under date of August 12, 2026 wherein it is agreed that the assessments of the American Falls Reservoir District heretofore levied against Northeast Quarter Southeast Quarter (NE1/4SE1/4) Section Fifteen (15), Township Eight (8) South, Range Sixteen (16) East, Boise Meridian for the purchase of a waterright supplemental to Sixteen and 00/100 (16.00) share of the stock of the North Side Canal Company shall be chargeable against Northwest Quarter Southeast Quarter (NW1/4SE1/4) Section Fifteen (15), 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
LEGAL DESCRIPTION OF THE PREMISES

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

Section 15: Part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ and part of the S $\frac{1}{2}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the East $\frac{1}{4}$ Corner of Section 15 in Township 8 South, Range 16 East of the Boise Meridian said corner marked by a bridge spike;

Thence South 00°03'43" East along the east line of Section 15 for a distance of 1319.60 feet to a $\frac{1}{2}$ inch rebar at the Southeast corner of the N $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence North 89°40'03" West along the south line of the N $\frac{1}{2}$ SE $\frac{1}{4}$ for a distance of 770.83 feet to a $\frac{1}{2}$ inch rebar which shall be the POINT OF BEGINNING; 1599.20

Thence North 89°40'03" West along said 1/16 section line for a distance of ~~20~~ feet to a $\frac{1}{2}$ inch rebar;

Thence North 00°09'05" West for a distance of 221.56 feet to a $\frac{1}{2}$ inch rebar;

Thence North 89°40'03" West for a distance of 275.00 feet to a $\frac{1}{2}$ inch rebar on the west line of the N $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence North 00°09'05" West along the west line of the N $\frac{1}{2}$ SE $\frac{1}{4}$ for a distance of 1099.27 feet to a 2 inch aluminum cap at the Center $\frac{1}{4}$ Corner;

Thence North 00°09'05" West along the west line of the S $\frac{1}{2}$ NE $\frac{1}{4}$ for a distance of 298.90 feet to a $\frac{1}{2}$ inch rebar on the southerly right of way of Interstate 84;

Thence along a non-tangent curve to the right along said right of way for a distance of 1483.18 feet to a $\frac{1}{2}$ inch rebar, said curve having a radius of 11,258.00 feet, a delta angle of 07°32'54", and a long chord bearing of South 74°35'03" East for a distance of 1482.11 feet;

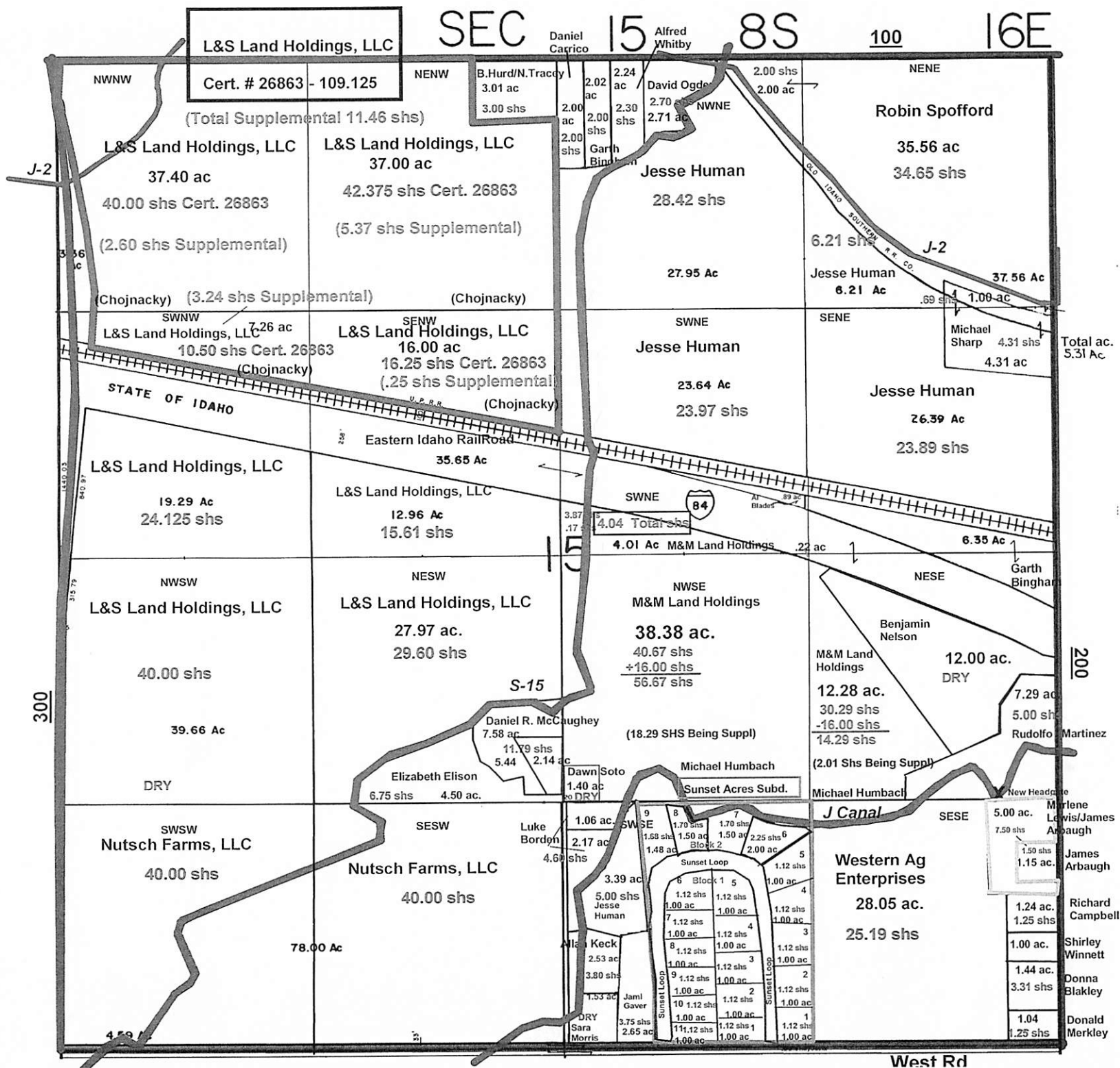
Thence South 23°39'56" West for a distance of 106.30 feet to a $\frac{1}{2}$ inch rebar;

Thence South 35°50'54" East for a distance of 1194.43 feet to a $\frac{1}{2}$ inch rebar;

Thence South 62°16'54" West for a distance of 226.97 feet to a $\frac{1}{2}$ inch rebar;

Thence South 05°26'58" West for a distance of 65.82 feet to the POINT OF BEGINNING.

SEC 15 8S 100 16E



mike bingham 539-3959

IWRB Grant Expense Report
Work started 8/2023 and will end 12/2026

OPENING NON-INTEREST ACCOUNT

\$ 103.00 Feb-24

PURCHASE OF CHECKS

\$ 193.85 4/25/2024

POSTAGE

Special

\$ 2.87 9/5/2024
\$ 23.16 9/16/2024
\$ 7.72 9/24/2024
\$ 46.32 10/7/2024
\$ 2.96 10/17/2024
10/28/2024

Checks

\$ 20.40 Apr-24
\$ 48.36 1/25; 8/25
\$ 25.42 26-Sep
\$ 177.21 Total

AUDIT

\$ 3,000.00 3/10/2025
\$ 3,000.00 1/12/2026
\$ 3,000.00 1/11/2027
\$ 9,000.00 Total

Employee compensation
started August 2023
ending December 2026

Approximately 160 hours
Calculated by an average
of monthly wages.

Debbie

\$ 5,921.49
\$ 6,128.68
\$ 6,312.54
\$ 6,304.53

Brandi

2024 \$ 3,639.34
2025 \$ 3,821.20
2026 \$ 4,012.26
\$ 3,938.99

TOTALS

\$ 103.00
\$ 193.85
\$ 177.21
\$ 9,000.00
\$ 6,304.53
\$ 3,938.99
\$ 19,717.59

\$ 19,717.59

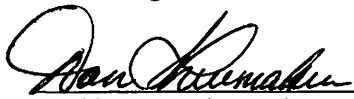
- A. IWRB September Board Meeting
- B. ESPA Aquifer Storage Update

Attorney Travis Thompson will develop bylaws for the District.

NEW BUSINESS

Secretary Debbie Falconburg presented the expense report for the IWRB grant. Director Graham Hooper made a motion to accept the expenses, seconded by Director Ramsyer. The motion passed. (Exhibit "A")

There being no further business to come before this Board the meeting adjourned at 10:52 a.m.



President Dan Shewmaker



Secretary Debbie Falconburg