

**WALKER RIVER IRRIGATION DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
DISTRICT BOARD ROOM
410 N. MAIN STREET, YERINGTON, NEVADA**

**August 7, 2015
Friday 10:00 A.M.**

**NOTICE OF PUBLIC MEETING
Of the
Board of Directors of Walker River Irrigation District**

The Board of Directors of the Walker River Irrigation District will conduct a public meeting on August 7, 2015, beginning at 10:00 A.M. in the Board meeting room at 410 N. Main Street, Yerington, Nevada.

NOTICE

Agenda items may be taken out of order.

The Board may remove or delay discussion relating to an agenda item at any time.

The Board may combine two or more agenda items for consideration.

The meeting may be continued as deemed necessary.

The Walker River Irrigation District is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please contact Bridget Banta at (775) 463-3523 at least 24 hours in advance of the meeting.

Requests for supporting material provided to members of the Board, if any, should be directed to Bridget Banta at (775) 463-3523. Such supporting material, if any, is available at the District Office, 410 N. Main Street, Yerington, Nevada.

OFFICIAL AGENDA

Action may be taken only on those items denoted **“For possible action.”**

1. Public Comment

Any member of the public may address and ask questions of the Board relating to any matter within the Board’s jurisdiction. Public comments need not be related to any item on the Agenda. Action will not be taken on any matter raised by the public until the matter is specifically included on an agenda as an item upon which action will be taken.

2. Roll Call and Determination of Quorum **(For possible action)**
3. Consideration of Minutes of the July 7, 2015 regular meeting. **(For possible action)**
4. Consideration of Minutes of the July 27, 2015 Local Improvement District 4 workshop. **(For possible action)**
5. Water Master's report
6. Staff Reports including, but not limited to, those items listed:
 - A. Consideration of Bills and Payroll for payment **(For possible action)**
 - B. Manager's Report
 - C. Legal Counsel's Report
7. Discussion and possible action on direction to legal counsel with respect to the appeal by the District of the May 28, 2015, order of the Court in United States of America, et al., Plaintiff v. Walker River Irrigation District et al., Defendants, Case No. 3:73-cv-00125-RCJ-WGC, in the United States District Court for the District of Nevada, which order concerns Nevada State Engineer Ruling No. 6271 and the Report of the California State Water Resources Control Board regarding Temporary changes to water rights for Bridgeport and Topaz Reservoirs, including but not limited to, voluntary dismissal of the Districts Appeal, or continuing the concerning District's appeal. **(For possible action)** [The Board may, consistent with Chapter 241 of the Nevada Revised Statutes, decide to interrupt the public meeting at any time to conduct a closed session to receive information from legal counsel relevant to the appeal and to possibly deliberate toward a decision. Any action and decision on the matter can only be taken when the public meeting is reconvened.]
8. Update by National Fish and Wildlife Foundation and Walker Basin Conservancy on activities related to the Walker Basin Restoration Program, including Acquisitions and Conservation and Stewardship Activities.
9. Consideration and possible action on Grant of Easement to the Walker River Irrigation District by Stephen Marshall Palmer which provides for the relocation of a portion of the Wabuska Drain on the Palmer Ranch and which relinquishes the rights of the District to that portion of the Wabuska Drain on the Palmer Ranch is to be relocated to within the new easement. **(For possible action)**
10. Consideration of and possible action on request by Steven D. Schultz to conduct a Public Safety SCUBA Diver Training Course in Topaz Reservoir which will involve submerging, among other things, an environmentally cleaned automobile in the water, in order to

provide participating divers a realistic training environment for purposes of response to emergency situations. **(For possible action)**

11. Annual Review on the performance of the Walker River Irrigation District General Manager Bert Bryan and consideration of possible adjustment in compensation. **(For possible action)**
12. Public Comment
Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction. Public comments need not be related to any item on the Agenda. Action will not be taken on any matter raised by the public until the matter is specifically included on an agenda as an item upon which action will be taken.
13. Adjournment

**WALKER RIVER IRRIGATION DISTRICT
BOARD OF DIRECTORS**

Notice is hereby given that on August 7, 2015, the Board of Directors of the Walker River Irrigation District will conduct a meeting. The meeting will commence at 10:00 AM at the Walker River Irrigation District Office at 410 N. Main Street, Yerington, Nevada. The Official Agenda for that meeting is attached hereto and made a part of this Notice.

Date: August 4, 2015

ROBERT C. BRYAN
Manager

I, Robert C. Bryan, WRID Manager, do hereby certify that the foregoing Agenda was Duly posted on August 4, 2015 at the following locations:

Walker River Irrigation District Office, 410 N. Main Street, Yerington, Nevada
Lyon County Courthouse, Main Street, Yerington, Nevada
U.S. Post Office Bulletin Board, Main Street, Yerington, Nevada
U.S. Post Office Bulletin Board, Highway 208, Smith, Nevada
U.S. Post Office Bulletin Board, Highway 208, Wellington, Nevada



ROBERT C. BRYAN
Manager

July 7, 2015 MINUTES

A regular meeting of the Walker River Irrigation District (WRID) Board of Directors was held on July 7, 2015. The meeting was called to order at 10:03 AM at the district board room, 410 N Main St, Yerington, Nevada by President Jim Snyder.

Present were:

Jim SNYDER	President
David GIORGI	Vice President
Richard NUT	Treasurer
Dennis ACCIARI	Director
David LITTLE	Director
Bridget BANTA	Secretary
Robert BRYAN	General Manager
Gordon DEPAOLI	Legal Counsel
Dale FERGUSON	Legal Counsel
Jim SHAW	Water Master

Public present were:

Gary Garms	Toni Garms	Gunnar Garms	John Markey
Steven Fulstone	Emily Fulstone	Marianne Leinassar	Keith Trout
Isaac Metcalf	Lu Weaver	Steve Tomac	Peter Fenili
Dale Borsini	Jeff Dingle	Kris Leinassar	

Public Comment

Gary Garms requested to know if legal will be going over the appeals and where everything currently sits. Counsel DEPAOLI advised he will be going over the appeals.

President SNYDER suggested the board consider setting the district up as a clearing house for the well information on individual wells and pumpage information as well as well levels and facilitate getting the information to the state engineer. This would be entirely voluntary in part of the well owners. WRID could provide valuable service to the state engineer and well owners. Director LITTLE stated he thought it was an excellent idea and asked for legal's opinion. Counsel DEPAOLI advised the district could be an information center for well owners and the state engineer. GM BRYAN advised the district has already taken steps in providing information. We have documentation and our well is certified from pump check. This information has been handed over to the state engineer. WRID can take out ads in the paper keeping information on file. This is information people can look up online with Nevada Resources. WRID would be the contact point for the information gathered and on file to help the state engineer in the long run. GM BRYAN advised WRID is centrally located in our basin. President SNYDER commented he hopes it would improve the accuracy of the information given to the state engineer. Water master SHAW asked if the state engineer already has this information. GM BERT advised yes, but there was a lot of incorrect information on file. There has been farmers who have 10 wells and 8 of them had incorrect information on the location or the amount on them. Water master SHAW asked who is going to certify this information and how is it going to be recognized. GM BRYAN advised someone like Jon Lee with pump check could certify them. He has all the requirements to be able to certify the wells. Water master SHAW asked who is going to be paying for all of this. There will be man hours and the cost to certify it. GM BRYAN advised there has already been a huge buy in with people getting their wells certified. The curtailment and water levels have motivated people to certify their wells. Counsel

DEPAOLI advised this subject needs to be put on as an agenda item and see if it will work or not. The details need to be put together and the cost voted on. Director NUTI asked if we would be accomplishing the same thing if we just went to the state engineer ourselves and go over the information with him as individuals. That would be a simpler process for the farmers. GARY GARMS advised WRID has too many other things to worry about than to add another wheelhouse to the district's responsibilities. TONI GARMS advised she does not believe WRID has their house in order right now and should not add more until things are more in order. Dale BORSINI suggested WRID see what the state is requiring and coordinate with them. There is going to be a workshop and I am sure they are going to say the steps we need to take. Maybe we should get their opinion first. Director NUTI advised WRID was started to manage the storage water. We are an irrigation district to manage the storage waters and we need to make sure we are not over stepping the boundaries. Or are we becoming a water district involved in all manners of water. Instead of getting involved in the well issues maybe stay with what we were started as and why. Should stay focus on our original purpose which is managing the storage water. President SNYDER advised we will continue discussion if and when it appears on the agenda.

ROLL CALL

President SNYDER advised all members are present.

CONSIDERATION OF MINUTES

Director NUTI moved to approve the minutes from the regular board meeting on June 8, 2015. Director LITTLE seconded the motion. No comment was presented. The motion was voted on and passed unanimously.

WATERMASTER REPORT

Water master SHAW advised the majority of the water is almost done. Yesterday we had over 400 ft. at the Strosnider Bridge and this morning we have 50 ft. Rain has prolonged the decree on the East at an 1865. Bridgeport reservoir has 4190 ft. and Topaz Reservoir has 6070 ft. We are getting close to not being able to deliver water from Topaz. Monday was lowered to 62 and 60% of a 63. Month to date – watershed is 174% of average precipitation for the month of July. We are not running the well. It was shut off July 1.

STAFF REPORT-

TREASURER'S REPORT:

Director NUTI presented the following treasurer's report.

As of July 1:

Cash in Checking:	\$ 244,625.35
Cash in Money Market:	\$ 976,574.82
Cash in CD's:	\$ 1,238,510.32
Total Assets:	\$ 2,459,710.49

CONSIDERATION OF BILLS-

6/10/2015	118188	AFLAC	319.23
6/30/2015	118242	AFLAC	319.23
6/10/2015	118199	Alhambra	119.13
6/26/2015	118226	Alhambra	148.92

6/26/2015	118229	Arigoni, Robert	530.00
6/10/2015	118201	ARRIGHI, BLAKE & ASSOCIATES	5,031.00
6/26/2015	118223	Assurant Health	6,791.15
6/10/2015	118189	AT&T	103.14
6/10/2015	118194	AT&T Mobility	190.84
6/26/2015	118219	BERKLEynet	914.00
6/25/2015	118212	Carson City Trailer	2,576.00
6/26/2015	118227	Cruz, Maria	350.00
6/26/2015	118221	D & S Waste Removal	93.51
6/10/2015	118203	Desert Research Institute	4,091.69
6/8/2015	118177	Ed McLarger	250.00
6/10/2015	118187	Farm-Assist, Inc.	1,612.50
6/26/2015	118213	Farm-Assist, Inc.	1,637.50
6/10/2015	118198	Frontier	595.85
6/30/2015	118244	Frontier	561.00
6/10/2015	118206	Giomi, Inc.	142.02
6/26/2015	118218	Grove Madsen Industries	47.39
6/10/2015	118182	Hanson Technology	712.50
6/30/2015	118241	Hardesty's General Repair	127.50
6/10/2015	118181	High Desert Internet	174.95
6/30/2015	118240	IDCSERVCO	3,783.16
6/10/2015	118178	IDCSERVCO	2,275.48
6/10/2015	118183	Les Schwab Tire Center	342.56
6/8/2015	118176	Leslie McCrosky	592.00
6/10/2015	118207	Lyon County Recorder	32.50
6/26/2015	118217	MBK Engineers	3,392.00
6/10/2015	118195	MF Barcellos	2,030.25
6/10/2015	118205	NAPA AUTO & TRUCK PARTS	176.68
6/10/2015	118179	Nick Smith	300.00
6/10/2015	118190	NV Energy	37.51
6/10/2015	118191	NV Energy	5,565.18
6/10/2015	118192	NV Energy	241.53
6/29/2015	118232	NV Energy	5,138.16
6/10/2015	118185	O'Reilly Automotive, Inc.	39.67
6/1/2015- 6/30/2015		Payroll	21,249.58
6/10/2015	118197	PERS Administrative Fund	3,060.68
6/29/2015	118237	PERS Administrative Fund	3,927.43
6/10/2015	118196	Pitney Bowes Global Financial Services LLC	641.90
6/10/2015	118208	Public Employees' Benefits Program	801.36
6/10/2015	118209	PUMP CHECK	1,052.54
6/26/2015	118222	PUMP CHECK	495.00
6/26/2015	118220	Quill	448.44
6/30/2015	118239	Quill	40.67
6/29/2015	118233	Ree Brinkerhoff	375.00
6/29/2015	118234	Ree Brinkerhoff	75.00
6/10/2015	118186	Renner Equipment Co.	250.56
6/10/2015	118211	Schneider Electric USA, Inc.	39.00
6/10/2015	118193	Southwest Gas Corporation	44.40
6/30/2015	118238	Spooner, Kenneth	325.00

6/26/2015	118224	Standard Insurance Company	117.35
6/26/2015	118228	State Collections & Disbursement Unit (SCaDU)	580.00
6/26/2015	118214	State of Nevada Business & Industry	40.50
6/10/2015	118180	The Paul Laxalt Group	6,500.00
6/26/2015	118216	Tyres International	362.73
6/10/2015	118210	Valley Tire and Auto Service	52.50
6/29/2015	118231	Verizon Wireless	565.84
6/26/2015	118225	Vision Service Plan - Nevada	137.27
6/26/2015	118215	Wedco Inc.	50.70
6/2/2015	Tax#0	Wells Fargo	2,585.88
6/10/2015	118204	Wells Fargo Card Services	1,117.04
6/29/2015	118235	Wells Fargo Card Services	17.50
6/29/2015	118235	Wells Fargo Card Services	4,204.02
6/26/2015	118230	Western Nevada Supply Company	47.71
6/10/2015	118200	Woodburn & Wedge	38,343.32
6/29/2015	118236	Woodburn & Wedge	22,034.48
6/10/2015	118202	Xerox Corporation	258.34
6/10/2015	118184	Yerington, City of	81.00

Director LITTLE moved to pay the bills. Director GIORGI seconded the motion. No comment was presented. The motion was voted on and passed unanimously.

MANAGER'S REPORT- GM BRYAN advised the district has been doing several miles of spraying across the district for weeds in the ditches. The district has also been grading on the Saroni. Now that the irrigation season is slowing down, we will be focusing on cleaning and maintenance projects. Within the next week will be braking ground on the upgrading weaver's lateral at the takeout and flume on the measuring device. This is coming directly out of the district's funds. We will be blocking off Lateral A in case of wash out.

On June 23, Murry McCay from Municipal Equipment Inc. came down and did the inspection on the Topaz gate house. He gave a report and it is included in the packet in the binders. He advised the gates and stems are in excellent shape. The only real wear and tear is where the high water mark is. He recommended getting certain parts ordered and they will start getting everything processed and fabricated and sent over. This includes the guide collars and the stems at the top of the gate. H also recommended working with a mill right. He advised when cleaning the gate, a little bit of build-up is ok and actually protects them. On July 1, I met with a mill right tech named Kurt out of Photofab Industrial services. He inspected the topaz gates as well. The replacement parts are around \$200-1500 each depending on what it is. This should be a pretty easy fix especially when we have a professional helping us out. The first four downstream gates will be first and if flows get low enough we will do all 8 gates if possible.

CLOUD SEEDING- Director NUTI asked about the cloud seeding at our last meeting. I reached out to the director for this, Frank McDonahue. The ground generators ran from November 1, 2014 through May 31 2015. The aircraft cloud seeding ran from January 13 to mid-March, 2015. All depending on the conditions being in the right shape. Nothing takes place in the summer unless it's maintenance of the machines and setting up the protocols for the upcoming winter months. Cloud seeding does not occur in the summer months.

WATER WORKSHOPS-Nevada Division of Water Resources is having a workshop on water related issues July 15 at Lyon County Fairgrounds and July 16 at Smith Valley Community Hall. There is a copy of the agenda located at WRID office front desk.

LEGAL COUNSEL REPORT

There was three orders on May 28. One related to the Tribe versus United States claims, one related to Mineral County's claims, and one related to the state engineer's 6271 and the California State Water Board on the order of the district's temporary change petitions. As of now there has been no appeals in connection to the dismissal of the Tribe versus US claims. They have until July 27 to notice an appeal and all indications are the Tribe will appeal but nothing has been filed yet. As to the Mineral County claims, Mineral County and the Walker Lake working group filed an appeal to the 9th Circuit on June 29, 2015. The bill will proceed in due course and schedule is opening brief due on October 7 and response is due November 9. In regards to the state engineer ruling and the state board order, there have been 5 appeals filed. One by the state engineer, one by NDOW, one by NFWF, one by Mineral County and Walker Lake working group, and one by WRID. Those were all filed on June 29. Those appeals will be consolidated into one for purposes of briefing and hearing. The schedule is the same as the other; October 7 and November 9. Schedule will probably change.

At the previous meeting we were asked to draw up a draft of what a proposal would look like for the Yerington Tribe to participate in the district well program. I have not had a chance to do anything with that.

Gary GARMS requested to know how the appeal was filed and if the board decided to file the appeal. The order the judge came down with had some benefits for the storage people. If you are appealing it for other reasons than that clause, can you be specific as to why an appeal would be filed by WRID. Counsel GORDON stated he was not going to get into the issues related to the pros and the cons of an appeal and whether there are or aren't benefits of the district from the orders rendered by the judge. There could be a debate about that whether it assists the storage people or not. There is no opportunity to have an attorney/client meeting with the board prior to the June 29th filing. We wanted to see what other people were going to be doing. The 29th was the last day and the district had taken a position on the state engineer ruling and the temporary changes for the stored water program. Until the board directs otherwise, we are going to follow through to the direction taken in prior actions. If the board wants to undo any of that then they can do that. I was not going to allow time lapse based on no special meeting.

Toni GARMS requested to know why there was no special meeting called prior to the appeal. Counsel DEPAOLI stated there just wasn't. Toni GARMS commented that she did not believe that was a good excuse. Director NUTI stated he agreed. He advised there was a time set aside to meet and then there became a conflict. He stated he was caught off guard that the district made the appeal. Counsel DEPAOLI advised if the board wants to decide to not appeal we will put that on the agenda and vote on it. He stated we have to remember the order that got appealed deals with two things; the state engineer's approval of the NFWF application and the California State Board's approval of this district's temporary change petitions.

John MARKEY spoke and advised he was representing the Yerington tribe. He requested to know if there was any kind of time frame for the well program. Counsel DEPAOLI advised he would like to try to address it for the next season. We would like to get more information from the tribe so we can better

understand how their lands are assigned and how that works. We can better address some of the questions raised at the last board meeting. We will try to address it so by the time it rolls around next year. John MARKEY advised to contact him directly if there were any questions regarding this matter.

President SNYDER advised Recess as District Board at 10:48 am.

Convened as Board of Directors of Local Improvement District No. 4 (Saroni Canal) to consider and discuss extent to which Local Improvement District No. 4 includes laterals from the Saroni Canal, including without limitations, Laterals A and B.

Peter FENILI provided a presentation of the history of the Saroni Canal. He provided a map to give a better idea of the Saroni Canal. President SNYDER requested to know if everyone on the Saroni Canal agreed with the history being presented by FENILI. FENILI advised he believes it all to be true. He believes it is all factual. Gary GARMS advised it is a description as to where the take outs are and how far they are from the river including laterals A & B. FENILI advised he just wants to provide information on the map that can possibly be used in the board's decision. The map was created by Steven Fulstone. FENILI advised the start of the Saroni Canal is in Hoyo Canyon and goes through Wellington Hills. It sits highest in the mountain. Director LITTLE requested to know how much fall. FULSTONE advised a $\frac{1}{4}$ to $\frac{1}{10}$ of a hundredth. Not much fall at all. The Saroni Canal is very flat. FENILI advised there is a small leak in the ditch and is a huge liability. If it breaches, property damage would be large and it would cost lots of money. The Desert Creek Overpass is another liability. GM BRYAN requested to know who is responsible for the desert creek overpass breach. FENILI advised the Saroni board was responsible for cleaning the Desert Creek crossing. Gary GARMS stated he has seen it breach 2 times. It was responsible for flooding Central. FENILI advised the Saroni started out with serving 10,000 acres and now it is serving under 4,000. Director LITTLE requested to know if the shrink is the same for everyone. FENILI advised No, He was averaging 17% shrink when he was the only one in the ditch. The measuring devices are not accurate. Director NUTI- main purpose for bringing this up now. Shrinking happens at the canal instead of the gates. It should be the other way. The shrink should happen at our gates. Is the board going to include Lateral A and Lateral B as part of the Saroni Canal. Director LITTLE advised he believes the shrink should happen for everyone. He also recommended 24 inch pipe. FENILI advised he believes the board members should know what they are looking at and voting on before moving forward. Steven FULSTONE added to the history on the acreage included in the Saroni. He described Lateral A and B in more depth. The Saroni ditch is complicated and it is hard to be fair to everybody. There are several scenarios to look at to try to be fair to everybody. Advised there was an hour or 2 hour event last week where there was spill over the Desert Creek Bridge. Toni GARMS advised the same issues are brought up year after year and nothing is ever done. There are issues all the way through the Saroni Canal. Counsel DEPAOLI advised the directors are now sitting as Local Improvement District #4. This is not of the whole district only #4. You are sitting as a district within a district. The Saroni Canal came to a Local Improvement District #4 because Mr. Saroni conveyed it to the Saroni Canal Company and they conveyed it to Local Improvement District #4 to WRID. It said it includes all laterals except laterals within his land. This same conversation occurred in 1951 and has probably happened several times since. The issue has never been resolved. Lateral A and Lateral B have been considered a part of LID #4. Exactly where and when is unclear. The question to answer is what is the appropriate method to be sharing losses in the canals including laterals. WRID needs to address the leak Fenili brought up and it needs to be looked at. A leak was the main problem in the canal in Fernley when it was breached not too long ago. Lou WEAVER advised she brought documents and they all say it covers the canal and the

laterals. President SNYDER advised he would like a workshop on the issue prior to making any solid decisions. Schedule a workshop and have the ditch company advisory board meet with the board of directors. We can do it as an agenda workshop with all directors present. Gary GARMS commented that he would like to have the process expedited to get projects going in a timely manner.

Director LITTLE moved to adjourn as L.I.D. #4.

FENILI asked if the district's insurance covers L.I.D. #4. Counsel DEPAOLI advised he will look into that and advised he believes they are covered. He will check the insurance and ensure it is covered. Director ACCIARI seconded the motion. No comment was presented. Motion was voted on and passed unanimously.

President SNYDER adjourned as LIU #4 at 11:53 am.

Reconvene as Board of Directors of WRID.

NFWF & WALKER RIVER CONSERVANCY UPDATE

Steve TOMAC commented on the opening of Rafter 7 a week and a half ago for public on the east side of the river for bird watching and fishing. There are parking areas and access trails to get down to the river. They have been receiving a lot of requests for information on the property and several people using the property so far to date. The exact number is unknown as they do not have a way of keeping track of how many people have used the area. They are probably going to try to implement a self-reporting station. They have been working on weed control on the properties and primarily focusing on invasive weeds. They are working on revegetation on 4 different properties of 600 acres to revegetate to native shrubs. They are using drip, irrigation and sprinkler systems. Their Youth Conservation Crew started for the Basin and consists of 6 teenagers and one crew leader working on various projects building trails and working on weed control. This is an 8 week job for the teens for the summer and will finish the job a week before school starts. This was a very successful program and it seems to be progressing well.

Jeff DENGLE with NFWF advised they are appealing the decisions handed down by Judge Jones joining the State Department and also filing our own separate appeal. We are happy with the capability of protecting our water all the way to the end of the river. DENGLE handed out papers regarding acquisitions of water and the water right value for 2015 at the moment which was requested by Director NUTI. The information is always available on the website. The paper is the acquisition to date table and the water right value table. Director GIORGI requested to know if there is a ranch in Sweetwater NFWF is looking at buying. DENGLE advised everything is confidential until the deal goes through.

President SNYDER advised before the meeting went any further, he wanted to address a comment made earlier regarding the audit. It was a real wake up call for the board and the manager and staff for WRID. I have seen a quantum leap in the professionalism with the accounting and other procedures by the office staff here. I would complement the staff on improving around the office.

ANNUAL REVIEW FOR MANAGER-ROBERT BRYAN

Director LITTLE commented when GM BRYAN was hired, the board hired Ken Spooner to assist. GM BRYAN advised Spooner was hired because of his experience of more than 10 years and construction background. Now he is mostly just working on construction from before. Director LITTLE requested to know if it was fair to say GM BRYAN was utilizing Ken Spooner less than before and taking on more and more than before as time has gone on. He requested to know if GM BRYAN had to guess, how much

Ken Spooner has been paid over the last 12 months. GM BRYAN advised he didn't know for sure and advised Ken Spooner had not received a check in the last 3 months. Director GIORGI confirmed Ken Spooner is being paid from a grant. GM BRYAN advised that is correct. Ken Spooner is being paid by Fund 8 and 9 grants. Director LITTLE requested to know how much GM BRYAN was currently getting paid. GM BRYAN advised \$55,000 + benefits per year. Director NUTI requested to know if there was some form of an evaluation form and if the board is able to conduct evaluation behind a closed door session. Counsel FFRGLISON advised there is no closed door session for the manager; per NRS. Director NUTI asked if there was an evaluation process they usually go through. Director LITTLE advised there hasn't been in the past. Director GIORGI advised it was his third meeting and didn't know how he would evaluate GM BRYAN. Director NUTI advised GM BRYAN has been very helpful and has spent several hours on the Saroni project. He has already seen things turning around from where the audit came from. GM BRYAN advised we are ready to go with the audit again. President SNYDER requested to know when this next audit will be finished. GM BRYAN advised it depends on the auditors and their schedule. Director NUTI requested to know if the board can see how long it will take and hold on to the decision and see what the results are from the current audit. GM BRYAN advised it would depend on when Sciarani and Co can complete the audit. We are waiting on them now. President SNYDER requested to know if it would be acceptable to postpone this until the audit results come in. Director LITTLE advised it would not be a good idea to postpone. He is ultimately responsible for the entire staff. Things happened out of his control, but he is ultimately responsible. Director GIORGI requested to know if there was a structure they used previously with prior managers for their reviews. GM BRYAN advised there was nothing he could find in looking at previous minutes. The manager received a review each year and the decision was made whether to give the manager a raise or not. Toni GARMS commented that the board has the responsibility to make sure GM BRYAN is doing his job and meeting things that didn't happen previously. You can wait and see what happens with the audit. It's your choice. Director NUTI commented that he thought there would and should be a formal process for the manager and the decision for a raise or not. Counsel DEPAOLI advised a formal process can be established. The board can start this. GM BRYAN cannot give himself a raise. Director NUTI requested to know if GM BRYAN would be able to give the board a run down on the issues from the last audit and what he has done and where he is with the corrections asked about. Keith TROUT advised POOL/PACT has forms online that you can follow. GM BRYAN advised there are forms online he can use. Director LITTLE requested to know how long Secretary BANTA had been with the district. BANTA advised it will be a year in October. Director LITTLE advised he thought the reviews should take place on an annual basis depending on the hire date. GM BRYAN advised he performs the reviews on the employees. He cannot perform a review on himself. Director NUTI moved to review the past audit and give an update on recommendations and where they are at this time and can complete the review at the next meeting. Director GIORGI seconded the motion. Director NUTI commented there also needs to be a protocol established for evaluation purposes for the General Manager for next year. The motion was voted on and passed unanimously.

PUBLIC COMMENT

Toni GARMS commented that Secretary Bridget BANTA has been doing an excellent job. She had facts and figures ready for Bert at the last meeting and was really impressed she had the figures. She is doing an excellent job for you guys and Bert and you should all notice that.

Director LITTLE moved to adjourn. Director ACCIARI seconded the motion. No discussion. Motion was voted on and passed unanimously.

President SNYDER adjourned the meeting at 12:17 pm.

DRAFT

APN: Portion of 14-091-02; 14-091-03

After Recordation Return To:
Walker River Irrigation District
Attn: General Manager
P.O. Box 820
Yerington, Nevada 89417

GRANT OF EASEMENT FOR DRAINAGE DITCH

THIS GRANT OF EASEMENT (this "Agreement"), made and entered into this ____ day of _____, 2015, by and between STEPHEN MARSHALL PALMER and JOY PALMER, husband and wife, Grantor (hereinafter referred to as "Grantor"), and WALKER RIVER IRRIGATION DISTRICT, Grantee (hereinafter referred to as "Grantee").

WITNESSETH

A. Grantor is the owner of a parcel of real property located in the County of Lyon, State of Nevada, which real property is more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein. Said real property is referred to herein as the "Servient Tenement."

B. Grantee is a Nevada irrigation district established pursuant to the provisions of Chapter 539 of the Nevada Revised Statutes.

C. Grantee's purposes include, but are not limited to, the provision of drainage for lands within its boundaries and the construction, inspection, cleaning, maintenance, operation, repair and reconstruction of such drainage ditches as may be necessary therefor.

D. Grantee has constructed a drainage ditch on the Servient Tenement known as the Wabuska Drain.

E. Grantor desires to relocate the Wabuska Drain on the Servient Tenement, at Grantor's sole cost and expense.

F. Grantor and Grantee desire to expressly define the portion of the Servient Tenement on which the Wabuska Drain will be located, and the rights and obligations of Grantor and Grantee with respect thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I
Easement

Section 1.1 Grant of Easement. Grantor grants to Grantee, its successors and assigns, in gross under the terms and conditions herein contained, a perpetual and exclusive easement for open ditches (Drainage Ditches) for the conveyance of drain water and for the purpose of inspecting, cleaning, maintenance, operation, repair and reconstruction of said Drainage Ditches at the locations specifically described on and depicted in Exhibit "B" attached hereto and by this reference incorporated herein (the "Easement Area") across, over, upon, under, and through the Servient Tenement.

Section 1.2 Non-Exclusive Easement. Grantor grants to Grantee, its successors and assigns, in gross under the terms and conditions herein contained, a perpetual and non-exclusive easement across the Servient Tenement for ingress and egress purposes to the Easement Area.

Section 1.3 Grantor's Rights Within the Easement Area. Grantor shall have the right to fully use and enjoy the Easement Area at all times, provided that such use does not unreasonably interfere with the rights of Grantee in the Easement Area or with the purposes for which the easement is granted. Within the Easement Area, Grantor shall not:

- (a) Plant or permit to be planted vegetation of any nature or description; and
- (b) Subject to the provisions of Sections 1.4 and 1.5, erect or construct or permit to be erected or constructed any building, structure or other improvement of any nature or description.

This designation of restrictions on Grantor's use of the Easement Area shall not be considered as an exclusive designation.

Section 1.4 Fences. Grantor may construct a fence across the Easement Area, provided that at the upstream and downstream ends of the Easement Area and on both the upper and lower banks of the Easement Area, the fence includes a 16 foot minimum metal gate which can be easily opened and/or removed during inspection, cleaning, maintenance, repair and reconstruction of the Drainage Ditches and within the Easement Area, and further provided that any such fence shall not in any way obstruct or interfere with the flow of water in the Drainage Ditches within the Easement Area.

Section 1.5 Crossing. Grantor may not construct a crossing over the Drainage Ditches without the prior written consent of Grantee, which consent will not be withheld unreasonably. In seeking the written consent of Grantee for a crossing, Grantor shall provide Grantee with detailed plans and specifications showing the nature of the proposed crossing, its size and location. Under no circumstances shall Grantee be required to approve a crossing which consists of a pipe or other structure which in any way interferes with or obstructs or may interfere with or obstruct the flow of

water within the Drainage Ditches, or which interferes with or may interfere with Grantor's ability to inspect, clean, maintain, repair and operate the Drainage Ditches.

Section 1.6 Grantee's Rights Within the Easement Area. Grantee and its employees and agents shall have the right of ingress and egress to and from the Easement Area for any and all purposes reasonably necessary to the exercise by Grantee of the rights granted herein, including, without limitation, to inspect, clean, maintain, repair, reconstruct and operate the Drainage Ditches. Grantee shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, willows, other vegetation, debris or any other obstruction within the Easement Area. Grantee's inspections, cleanings, maintenance, repairs and reconstructions of the Drainage Ditches and the Easement Area may be undertaken as frequently or infrequently as Grantee in its sole and exclusive discretion determines reasonable and appropriate and without any prejudice to or limitation of the easement granted hereby.

Section 1.7 Grantee's Methods of Maintenance, etc. Grantee may accomplish its inspection, cleaning, maintenance, repair and reconstruction of the Drainage Ditches and the Easement Area pursuant to methods which are consistent with good drainage practices, including, without limitation, by the use of hand tools, trucks and heavy equipment (including both rubber-tired and track laying vehicles). Grantee shall also have the right to burn, spray, chop or cut down willows, trees and other plants growing on or within the Easement Area which, in Grantee's sole and exclusive judgment, impede or interfere with Grantee's access to, and/or the flow of water within, the Drainage Ditches or with Grantee's ability to exercise its rights to inspect, clean, maintain, repair or reconstruct the Drainage Ditches.

Within the Easement Area, Grantee shall have the right to create and maintain a vehicular pathway and work area, and shall further be entitled to deposit any and all silt, dirt, rocks and debris removed from the Drainage Ditches or its banks anywhere within the Easement Area. Grantee shall not be obligated to remove or relocate any of the silt, dirt, rocks and debris removed from the Drainage Ditches and placed within the Easement Area.

Section 1.8 Notice of Major Cleaning and Maintenance Activities. Prior to the undertaking of any major cleaning, repair, maintenance or reconstruction of the Drainage Ditches and the Easement Area, Grantee shall give Grantor no less than twenty (20) days written notice of Grantee's intent. Notice shall be given by regular U.S. Mail, postage prepaid, or by personal delivery, with said notice being given to Grantor as provided in Section 3.5 or to the physical address of the Servient Tenement. No notice of entry shall be required for routine inspection, cleaning or normal operation purposes, nor shall notice be required in the case of an emergency as determined by Grantee in its sole and exclusive judgment. The provisions of this section concerning notice are not intended to require, and shall not be construed as requiring, consent or approval from Grantor with respect to any noticed activity.

Section 1.9 Uses Not Allowed. The following activities/uses of the Easement Area, for safety and liability reasons, are not allowed: parking and storage of vehicles exceeding 8 feet in height; metallic fences and structures; block walls; buildings or structures and free standing signs;

trees or vegetation that exceeds 8 feet in height; and any other improvements or obstructions that limit Grantor's access to its facilities.

ARTICLE II
Easement Supersedes All Prior Rights

The easement and rights granted herein shall supersede the rights of Grantee which may have arisen by reason of adverse use, or otherwise, with respect to that portion of the Wabuska Drain which is being relocated to the Easement Area.

ARTICLE III
General Provisions

Section 3.1 Compliance with Law. The activities of Grantee, its successors and assigns, in connection with the easement granted hereby shall be (A) accomplished in a good and workmanlike manner, in accordance with all applicable laws, ordinances, regulations, and this Agreement; (b) Grantee shall obtain all licenses, permits and other governmental approvals required by law in connection with its activities to be undertaken in the Easement Area; and (C) Grantee shall maintain the Drainage Ditches and Easement Area in a safe condition and in compliance with all applicable licenses, permits, approvals, regulations, ordinances, laws and this Agreement.

Section 3.2 Liens. Grantee, its successors and assigns, will not create or permit to exist any lien or other encumbrance on Servient Tenement resulting from any acts or omission by Grantee, its successors and assigns, with respect to inspection, cleaning, maintenance, operation, repair and reconstruction of the Drainage Ditches and Easement Area or any other work performed thereon by Grantee, its successors and assigns, and if as a result of the failure of the Grantee, or its successors and assigns, to pay any amount for any such acts, Grantor may, but will not be required to, pay such sum as is required to obtain discharge of the lien, or obtain the discharge of the lien by deposit or bonding; if Grantor does so, Grantee, its successors and assigns, will pay Grantor, promptly on demand, the entire sum spent by Grantor, plus Grantor's reasonable expenses, including reasonable attorneys' fees, in connection with obtaining discharge of the lien and collecting from Grantee, its successors and assigns, any sum so paid by Grantor; provided, however, that Grantor shall not be entitled to obtain the discharge of any such lien at the expense of Grantee, its successors and assigns, so long as Grantee, its successors and assigns, is contesting in good faith its obligation to pay such amount and is diligently prosecuting an appropriate action to have any such lien removed and no real property of Grantor is at risk of loss.

Section 3.3 Grantee's Indemnity. Grantee, its successors and assigns, will indemnify, defend and hold the Grantor financially free and harmless against and from, any and all claims arising from the inspection, cleaning, maintenance, operation, repair and reconstruction of the Drainage Ditches and Easement Area or other work performed by or on behalf of Grantee, its agents, employees and representatives, their successors and assigns, on the Servient Tenement or the failure of Grantee, its agents, employees and representatives, their successors and assigns, to perform or comply with its obligations under this Grant of Easement, including, but not limited to,

(A) any and all claims for loss or damage arising from the condition of the Drainage Ditches and Easement Area or other work performed by or on behalf of Grantee, its successors and assigns, on the Servient Tenement, (B) any claim by Grantor as a result of any damage to the Servient Tenement but outside the Easement Area, except approved crossings, suffered by Grantor, by reason of the inspection, cleaning, maintenance, operation, repair and reconstruction of the Drainage Ditches and Easement Area or any work performed by or on behalf of Grantee, its agents, employees and representatives, their successors and assigns, on the Servient Tenement or performance of any other rights hereunder by or on behalf of Grantee, its agents, employees and representatives, their successors and assigns, and (C) all liabilities, costs and expenses, including reasonable attorneys' fees, incurred in connection with any such claim or any action or proceeding brought by a third party against Grantor by reason of any such claim, Grantor will promptly notify Grantee, its successors and assigns, of the commencement of the action or proceeding and will offer Grantee, its successors and assigns, the opportunity to assume the defense of the action or proceeding.

Section 3.4 Waivers. The waiver by any party hereto of a breach or default of any provision of this Grant of Easement shall not operate or be construed as a waiver of any other or subsequent breach, or future compliance with all the terms of this Grant of Easement, including the provision waived, and all provisions shall remain in full force and effect as to future performances.

Section 3.5 Notices. All notices and other communications which are required or permitted under this Grant of Easement shall be in writing and shall be effective when personally delivered, by courier service, facsimile, or when addressed:

Stephen Palmer and Joy Palmer

WALKER RIVER IRRIGATION DISTRICT

Walker River Irrigation District
Attn: Manager
P.O. Box 820
Yerington, Nevada 89447

and deposited, postage prepaid, and registered or certified, return receipt requested, in the United States Mail. Either Grantee or Grantor may, by notice to the other given as herein stated, change its address for future notices hereunder. Notices delivered personally, by courier service, by registered or certified mail or facsimile shall be deemed communicated as of actual receipt. Notice to Grantor may be given by delivery to the physical location of the Servient Tenement.

Section 3.6 Entire Agreement; Amendments. This Grant of Easement and the Exhibits attached hereto and made a part hereof constitute the entire agreement of the parties hereto with respect to the subject matter hereof, and supersede any and all prior agreements and undertakings, oral or written, concerning the subject matter hereof. This Grant of Easement may not be amended or modified orally, and may only be amended or modified by a writing signed by the parties hereto.

Section 3.7 Benefits. Except as expressly provided in this Grant of Easement, nothing in this Grant of Easement, expressed or implied, is intended to or shall confer on any person other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Grant of Easement.

Section 3.8 Headings. The section and other headings contained in this Grant of Easement are for reference purposes only, and shall not affect the meaning or interpretation of this Grant of Easement.

Section 3.9 Rules of Construction. In this Grant of Easement, unless the context otherwise requires, words in the singular include the plural, and in the plural include the singular, and words of the masculine gender include the feminine and the neuter, and, when the sense so indicates, words of the neuter gender may refer to any gender. All references to Sections or Exhibits shall refer to Sections and Exhibits of this Grant of Easement unless expressly stated otherwise. All references to Sections includes all subsections thereof.

Section 3.10 Governing Law and Venue. This Grant of Easement is to be governed by and construed in accordance with the laws of the State of Nevada applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof.

Section 3.11 Attorneys' Fees. The prevailing party in any proceedings arising in connection with this Grant of Easement shall be entitled to reimbursement for its reasonable costs incurred in connection therewith, including attorneys' fees.

Section 3.12 Successors and Assigns. This Grant of Easement and all terms and provisions stated herein shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and upon the successors in title to the Servient Tenement.

Section 3.13 Approvals. Whenever the approval or consent of the Grantor or the Grantee is required for any purpose under this Agreement, that approval or consent will not be unreasonably withheld or delayed. Without limiting the foregoing, if any approval or consent is requested by either party, unless the consenting party notifies the requesting party within 60 (sixty) days that it will not grant the approval or consent, the consenting party will be deemed to have given the approval or consent on the 61st day.

Section 3.14 Authorship. This Agreement has been reviewed by attorneys representing the respective parties, and therefore shall not be construed in favor of or against any party hereto based on the sole or primary authorship of this Agreement being the work of one party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTOR:

GRANTEE:

WALKER RIVER IRRIGATION DISTRICT

STEPHEN MARSHALL PALMER

By: _____
Title: _____

JOY PALMER

STATE OF NEVADA)
 : ss.
COUNTY OF LYON)

This instrument was acknowledged before me, a Notary Public, on the ____ day of _____, 2015 by Stephen Marshall Palmer and Joy Palmer.

Notary Public

STATE OF NEVADA)
 : ss.
COUNTY OF LYON)

This instrument was acknowledged before me, a Notary Public, on the ____ day of _____, 2015 by _____ as _____ for Walker River Irrigation District.

Notary Public

**EXHIBIT A
TO
GRANT OF EASEMENT FOR DRAINAGE DITCH**

**APN 14-091-02
LEGAL DESCRIPTION**

All that certain real property situate in the County of Lyon, State of Nevada, described as follows:

TOWNSHIP 15 NORTH, RANGE 25 EAST, M.D.B.&M.

Section 28: S 1/2; NW 1/4; All of the W 1/2 of NE 1/4 excepting therefrom all that portion lying within the boundaries of the Nevada Copper Belt Railroad right of way.

**APN 14-091-03
LEGAL DESCRIPTION**

All that certain real property situate in the County of Lyon, State of Nevada, described as follows:

TOWNSHIP 15 NORTH, RANGE 25 EAST, M.D.B.&M., Section 27: N 1/2 of SW 1/4; S 1/2 of NW 1/4; All of the NE 1/4 of NW 1/4 excepting therefrom all of that portion lying within the boundaries of the Southern Pacific Railroad right of way.

EXHIBIT B

WABUSKA DRAIN EASEMENT EASEMENT "A"

A strip of land 100 feet in width being a portion of the lands described in deed, document No. 475132, Lyon County records, State of Nevada, lying in a portion of the Southeast $\frac{1}{4}$ of Section 28, Township 15 North, Range 25 East, Mount Diablo Meridian, being described as follows:

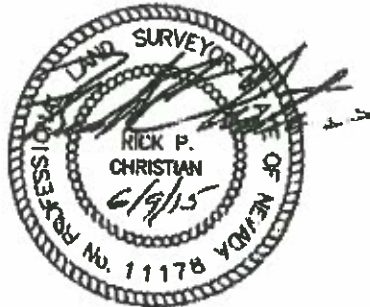
Being the Southerly 100.00 feet and the Easterly 2008.00 feet of the Southeast $\frac{1}{4}$ of said Section 28 lying Westerly of the West right of way of U.S. Highway 95 Alternate; the Easterly 100.00 feet and the Southerly 1415.00 feet of Southeast $\frac{1}{4}$ of said Section 28 lying Westerly of the West right of way of U.S. Highway 95 Alternate.

See plat attached hereto and made apart hereof.

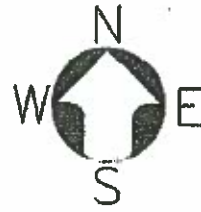


Expires: 12/31/2016

Prepared By:
Denson Surveying, Inc.
P.O. Box 528
Yerington, Nevada 89447

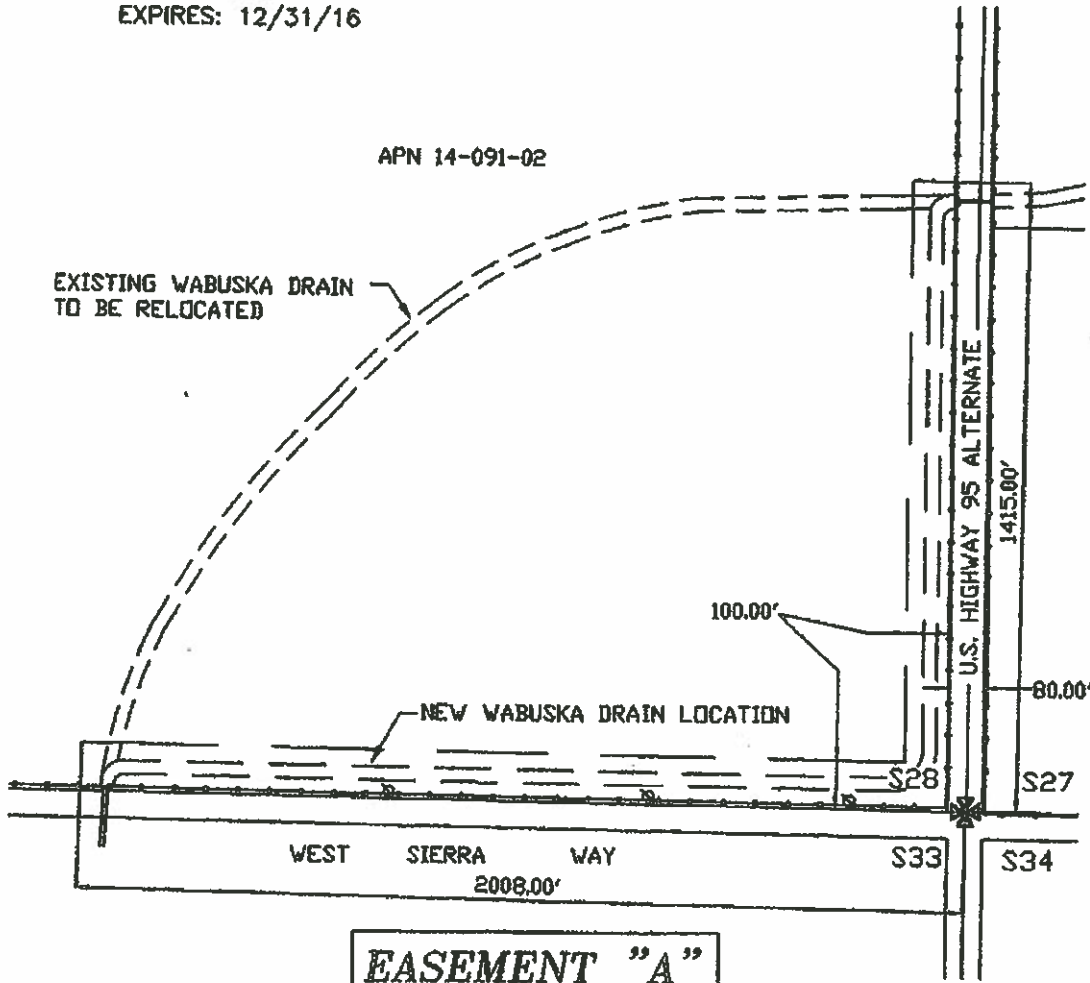


EXPIRES: 12/31/16



SCALE: 1" = 400'

APN 14-091-02



EASEMENT "A"

100.00' WIDE WABUSKA DRAIN EASEMENT



Denson Surveying
 a professional corporation
SURVEYING & MAPPING
 Yerington, Nevada
 (775) 469-3811

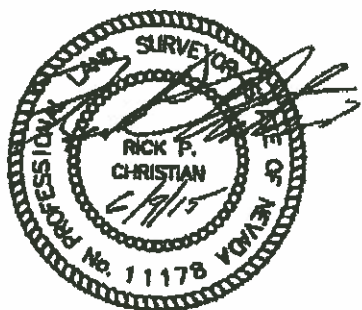
FOR: HOMESTRETCH GEOTHERMAL 2010 LLC	
DATE: 6/9/2015	DRAWN BY: RICK CHRISTIAN
JOB NO. 15016	CHECKED BY: R.P.C.

**WABUSKA DRAIN EASEMENT
EASEMENT "B"**

A strip of land 100 feet in width being a portion of the lands described in deed, document No. 475132, Lyon County records, State of Nevada, lying in a portion of the Southwest $\frac{1}{4}$ of Section 27, Township 15 North, Range 25 East, Mount Diablo Meridian, being described as follows:

Being the Southerly 100.00 feet of the North $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of said Section 27 lying Easterly of the East right of way of U.S. Highway 95 Alternate and lying parallel, adjacent and North of the Northerly line of the lands shown on that certain map entitled "A Record of Survey for Boundary Line Adjustment L & M Family Limited Partnership A Nevada Limited Partnership", Lyon County records, document No. 285240, State of Nevada.

See plat attached hereto and made apart hereof.



Expires: 12/31/2016

Prepared By:
Denson Surveying, Inc.
P.O. Box 528
Yerington, Nevada 89447



EXPIRES: 12/31/16

APN 14-091-03

EXISTING WABUSKA DRAIN TO BE RELOCATED

NEW WABUSKA DRAIN LOCATION

100.00'

APN 14-091-15

U.S. HIGHWAY 95 ALTERNATE

APN 14-091-17

APN 14-091-13

APN 14-091-16

S28
S27
80.00'

S33
S34

SIERRA WAY

EASEMENT "B"

100.00' WIDE WABUSKA DRAIN EASEMENT



Denson Surveying
a professional corporation
SURVEYING & MAPPING
Yerington, Nevada
(775) 483-3811

FOR: **HOMESTRETCH GEOTHERMAL
2010 LLC**

DATE: 6/9/2015

DRAWN BY: RICK CHRISTIAN

JOB NO. 15016

CHECKED BY: R.P.C.

Bert WRID

From: Scuba Steve <nvscubasteve@gmail.com>
Sent: Wednesday, July 15, 2015 3:38 PM
To: Bert WRID
Cc: Barry Dunford
Subject: Public Safety Diver Training - Topaz Lake - Douglas County, Nevada

Dear Sir,

I am writing you to seek authorization to conduct a Public Safety SCUBA Diver Training course in the waters of Topaz Lake. I am a scuba diving instructor with the Professional Association of Diving Instructors (PADI) and I am seeking authorization to conduct SCUBA diver training specifically designed for law enforcement, fire department and search and rescue public safety diver personnel at Topaz Lake in the near future.

The multi faceted PADI training will involve submerging an environmentally cleaned automobile and other objects of no environmental impact in the waters of Topaz Lake. The purpose of submerging these items is so that a realistic training environment can be provided to current and prospective public safety scuba divers. Divers participating in this training will develop skills in first response to emergency situations involving scuba diving support, locating and documenting evidence underwater and techniques in searching for and recovering automobiles, their contents and occupants from an underwater environment. The automobile I have secured for this training will be donated from a local wrecking yard in Fernley, Nevada and will have all systems that are likely to have any environmental impact (engine, fuel, brakes etc...) removed and the vehicle will be cleaned internally and externally. After the training has concluded the vehicle will be returned to the donor and the site used for the training will be unaffected by the training conducted.

I have received authorization from Douglas County Parks to use Douglas County facilities at Topaz Lake and have received the support of the Douglas County Sheriff's Office, Undersheriff Paul Howell, to conduct this training at Topaz Lake. Before I am able to begin scheduling dates for this training I would like to obtain authorization from the Walker River Irrigation District to conduct the training as described since WRID controls the irrigation water contained in Topaz Lake. I anticipate that after securing your authorization public safety divers from throughout Nevada, California and other western states will attend this valuable training that PADI hopes to offer at Topaz Lake.

Please feel free to contact me at 775-690-0467 or Barry Dunford, PADI North West Regional Manager at 800-729-7234 ext. 2472 with any questions regarding this request. You will see that Mr. Dunford is copied on this email so we can also be contacted via a reply to this email. Thank you for your consideration in this matter.

Kindest Regards
Steven D. Schultz
PADI Instructor #267230
Phone: 775-690-0467