

OCTOBER 7, 2021

MEETING INFORMATION

Zoom address: <https://us06web.zoom.us/j/89797469994>

Call-in Number: (669) 900-9128

Meeting ID: 897 9746 9994

Note: The Board Room is open. Social distancing requirements can be met with Board and Public attendance. Our office complies with all social distancing and facial covering requirements; however, we respect employee and visitor confidentiality and choice.

Per Emergency Directive 047 all employees and visitors are required to wear a mask while in the building.

**WALKER RIVER IRRIGATION DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
YERINGTON, NEVADA**

**October 7, 2021
Thursday 10:00 A.M.**

**NOTICE OF 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 Thursday, October 7, 2021, beginning at 10:00 A.M. in the Board meeting room at 410 N. Main Street, Yerington, Nevada.

THIS MEETING WILL BE HELD IN PERSON AND HOSTED VIA ZOOM.

**PERSONS ATTENDING IN PERSON ARE ASKED TO WEAR A FACE MASK
IF NOT FULLY VACCINATED**

The public may attend in person and provide public comment and also comment on Agenda items by emailing comments to jessica@wrid.us. Comments received by email prior to 4:00 P.M. on October 6, 2021, will be entered into the record. Comments may also be submitted during the meeting and by participating in the Joint Zoom Meeting using the information below.

The District appreciates the public's patience and understanding during this difficult and challenging time.

**Topic: October Board Meeting
Time: October 7, 2021 10:00 AM Pacific Time (US and Canada)**

Join Zoom Meeting
<https://us06web.zoom.us/j/89797469994>

Meeting ID: 897 9746 9994
One tap mobile
+12532158782,,89797469994# US (Tacoma)
+13462487799,,89797469994# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 720 707 2699 US (Denver)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
Meeting ID: 897 9746 9994

Find your local number: <https://us06web.zoom.us/j/91011234567>

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.

Requests for supporting material provided to members of the Board, if any, can be provided electronically by a request to jessica@wrld.us. Such supporting material, if any, will be posted on the Walker River Irrigation District website.

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

3. Consideration of Minutes of the September 7, 2021, Regular meeting. **(For possible action)**

4. Water Master’s report

5. Staff Reports including, but not limited to, those items listed:

- A. Treasurer’s Report
- B. Consideration of Bills and Payroll for payment. **(For possible action)**
- C. Manager’s Report
- D. Legal Counsel’s Report
- E. Review and Approval of Monthly Storage Transfers. **(For possible action)**
- F. Storage Water Leasing Program Update

- G. FY 2020-2021 Audit Update
- H. Current Conditions for WY 2021 Update Presented by MBK Engineers

6. Update from the Division of Water Resources regarding groundwater pumping and upcoming fieldwork schedules.
7. Update by Walker Basin Conservancy on activities related to the Walker Basin Restoration Program, including Acquisitions and Conservation and Stewardship Activities.
8. Discussion and Review to implement draft controls for Board consideration, policies, enforceable by regulation or otherwise, concerning fees for services provided to ditch companies, such as payroll services, moderating and taking minutes of meetings, for water card revisions, late fees and/or interest charges for past due invoices, and delinquent reserved water rights assessments, prepayment requirements for projects and material purchases and other revenue sources, such as copy charges. **(For possible action)**
9. Consideration of authorization of District counsel to execute, deliver and file Conditional Stipulation to Resolve District Protest Regarding Application No 90690. (Note: Pursuant to N.R.S. 241.015(2)(b)(2), the Board may interrupt the open meeting for purposes of receiving information from legal counsel concerning and to deliberate toward a decision on the Conditional Stipulation.) **(For possible action)**
10. Director Comments
11. 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.
12. Adjournment

**WALKER RIVER IRRIGATION DISTRICT
BOARD OF DIRECTORS**

Notice is hereby given that on October 7, 2021, the Board of Directors of the Walker River Irrigation District will conduct a meeting. The meeting will commence at 10:00 A.M. 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: September 30, 2021

ROBERT C. BRYAN
Manager

I, Robert C. Bryan, WRID Manager, do hereby certify that the foregoing Agenda was duly posted on September 30, 2021, 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
Walker River Irrigation District's website (<http://www.wrid.us>)
The Nevada Public Notice website pursuant to NRS 232.2175 (<https://notice.nv.gov>)


ROBERT C. BRYAN
Manager

A meeting of the Walker River Irrigation District (WRID) Board of Directors was held on September 7, 2021. The meeting was called to order at 10:00 AM at the District Board Room, 410 N. Main St, Yerington, Nevada by President SNYDER.

Present:

| | |
|-------------------|--------------------------|
| Jim SNYDER | President |
| Marcus MASINI | Vice President |
| Richard NUTI | Treasurer |
| David GIORGI | Director |
| Dennis ACCIARI | Director |
| Robert BRYAN | General Manager |
| Dale FERGUSON | Legal Counsel, via phone |
| Jessica HALTERMAN | Secretary |
| Sandy NEVILLE | Water Rights Specialist |

Public Present:

| | | |
|----------------------|------------------|-------------------------|
| Taylor Thomas, USBWC | Silas Adams, WBC | Ed Ryan, MV/SVCD |
| Wyatt Fereday, NDWR | Mike Scott, NDWR | Joanne Sarkisian, USBWC |

Public Present via phone:

Wes Walker, MBK Dave Hockaday

1. Public Comment

None presented.

2. Roll Call

All members were present.

3. Consideration of Minutes of the August 9, 2021 Regular Meeting

Director GIORGI made a motion to approve the minutes; Treasurer NUTI offered a second. The vote was called for and passed.

4. Water Master’s Report

Joanne SARKISIAN reported there was currently 6,216 acre-feet (15% capacity) in Bridgeport and 6,499 acre-feet (11% capacity) in Topaz. There is just under 1,300 acre-feet to serve from Topaz and 2,300 acre-feet to serve from Bridgeport. The releases are currently 86cfs from Bridgeport and 66cfs from Topaz. There were conveyance issues because no one was calling for their storage, but more people are ordering storage now and the conveyance is much better.

Vice President MASINI asked Silas ADAMS how much Conservancy water was left in each reservoir to be served; Silas stated he believed all the water was out of Topaz and approximately 100 acre-feet was left in Bridgeport. Vice President MASINI stated he was only asking to anticipate if there was going to be a large amount of water called for at the end of the season. Silas stated there were some smaller allotments near the weir that may be called for, but he did not anticipate any large draws.

5. Staff Reports:

A. Treasurer's Report

Treasurer NUTI reported as of August 31, 2021:

| | |
|----------------------|----------------|
| Cash in Checking | \$ 130,738.04 |
| Cash in Money Market | \$ 643,114.99 |
| Cash in CDs | \$ 749,661.39 |
| Total | \$1,523,514.42 |

B. Consideration of Bills and Payroll for payment

August 2021 Bills & Payroll

| <u>Check Number</u> | <u>Effective Date</u> | <u>Vendor Name</u> | <u>Check Amount</u> |
|---------------------|-----------------------|----------------------------|---------------------|
| 122128 | 8/2/2021 | USBWC | \$ 81,976.82 |
| 122129 | 8/9/2021 | Sticks and Stones | \$ 65.90 |
| 122130 | 8/9/2021 | Edney Tree Service | \$ 1,800.00 |
| 122131 | 8/9/2021 | MF Barcellos | \$ 1,761.44 |
| 122132 | 8/9/2021 | True Value | \$ 19.99 |
| 122133 | 8/9/2021 | O'Reilly Automotive, Inc. | \$ 159.78 |
| 122134 | 8/9/2021 | PDM Steel Service | \$ 1,011.00 |
| 122135 | 8/9/2021 | Power Plan | \$ 589.55 |
| 122136 | 8/9/2021 | Public Employees' Benefits | \$ 1,740.46 |
| 122137 | 8/9/2021 | Purchase Power / Pitney | \$ 201.00 |
| 122138 | 8/9/2021 | Jim Menesini Petroleum | \$ 45.01 |
| 122139 | 8/9/2021 | NV Energy | \$ 420.10 |
| 122140 | 8/9/2021 | Southwest Gas | \$ 39.18 |
| 122141 | 8/9/2021 | Wells Fargo Card Services | \$ 755.92 |
| 122142 | 8/9/2021 | Truckee Tahoe Lumber | \$ 5,687.66 |
| 122143 | 8/11/2021 | AFLAC | \$ 35.70 |
| 122144 | 8/11/2021 | Ferguson Enterprises, Inc. | \$ 9,200.00 |
| 122145 | 8/11/2021 | Giomi, Inc. | \$ 105.90 |
| 122146 | 8/11/2021 | AT&T | \$ 151.76 |
| 122147 | 8/11/2021 | John Deere Credit | \$ 171.86 |
| 122148 | 8/11/2021 | Lyon County Treasurer | \$ 3,760.08 |
| 122149 | 8/11/2021 | City of Yerington | \$ 283.45 |
| 122150 | 8/27/2021 | Ameritas Life Insurance | \$ 1,027.80 |

| | | | | |
|----------------------------------|-----------|----------------------------|-----------|-------------------|
| 122151 | 8/27/2021 | ABILA Dept 3303 | \$ | 195.98 |
| 122152 | 8/27/2021 | Grainger | \$ | 121.88 |
| 122153 | 8/27/2021 | Lyon County Recorder | \$ | 67.05 |
| 122154 | 8/27/2021 | Quill | \$ | 187.01 |
| 122155 | 8/27/2021 | Alhambra | \$ | 75.89 |
| 122156 | 8/27/2021 | Standard Insurance | \$ | 241.03 |
| 122157 | 8/27/2021 | Vision Service Plan - | \$ | 186.05 |
| 122158 | 8/27/2021 | Woodburn & Wedge | \$ | 50,448.05 |
| 122159 | 8/27/2021 | Xerox Financial Services | \$ | 305.50 |
| 122160 | 8/27/2021 | HomeTown Health | \$ | 7,421.23 |
| 122161 | 8/27/2021 | Desert Research Institute | \$ | 18,816.81 |
| 122162 | 8/27/2021 | Briggs Manufacturing, Inc. | \$ | 13,690.96 |
| 122163 | 8/27/2021 | VOID | | VOID |
| 122164 | 8/27/2021 | Mason Valley Tire | \$ | 25.00 |
| 122165 | 8/27/2021 | WEST Consultants, Inc. | \$ | 54,938.61 |
| 122166 | 8/27/2021 | VOID | | VOID |
| 122167 | 8/27/2021 | VOID | | VOID |
| 122168 | 8/27/2021 | Hector Figueroa | \$ | 675.00 |
| PAYROLL | 8/31/2021 | AUGUST PAYROLL | \$ | 40,586.16 |
| TOTAL BILLS & PAYROLL | | | \$ | 298,992.57 |

Vice President MASINI inquired about the Ferguson bill; GM BRYAN stated the purchase was for pipe on the Saroni and the David Little project.

Vice President MASINI made a motion to approve the bills; Director ACCIARI offered a second. The vote was called for and passed.

C. Manager's Report

GM BRYAN reported Topaz is at 6,499 acre-feet (11%) and Bridgeport is at 6,216 acre-feet (15%). Joanne and GM BRYAN are continuing their bi-weekly meetings with Wes and Angela from MBK to track the losses through the end of the season. The forecasted reservoir pools that Angela presented last month are still good targets. GM BRYAN stated both reservoirs are expected be above the minimum pools at the end of the season. Joanne and GM BRYAN had a meeting with MBK this morning and everything looks to be on track. The demand has been up and down with users putting up crops. As of today, there is 1,289 acre-feet to serve from Topaz for the West, Tunnel and Main sections and 2,333 acre-feet to serve from Bridgeport for the East and Tunnel sections. GM BRYAN stated there has never been a year where the allocation was at net zero. The remaining reservoir balance will be stored for next year.

GM BRYAN stated the District is still doing what it can to track losses throughout the system. There are steady losses on the East portion from Bridgeport to

Strosnider at approximately 50%. There are also significant losses from the confluence to the weir, from the weir to Miller Ln and from Miller Lane to Wabuska. The East Walker Conveyance Report has been submitted to NSE and DC&R, but the District has not heard anything from the agencies yet.

On August 12th, the Bridgeport Reservoir Tender reported a vortex at the gatehouse. On August 18th, MBK, California Safety Dams, and WRID staff performed a dye test that revealed a leak going into one of the siphon tubes on the southeast corner of the gatehouse. It was determined there was no threat of failure as result of the leaking, but repairs are necessary, and no timeframe was settled on. The pool level will need to be low, and GM BRYAN hopes the District will not get into the position of having to voluntarily lower the pool. The District has set up a game plan to submit to California Safety Dams that includes getting an excavator in to pull back some material so that core samples can be obtained, and a metal plate can be welded into place. Concurrent to temporary repairs being performed, the District will have a structural engineer put together a report with permanent recommendations. The permanent recommendations will be reviewed by California Safety Dams and hopefully the repairs will be done over the next few years. Director GIORGI asked if the damage was caused by age; GM BRYAN stated the engineers indicated it was caused by a bad batch of concrete as some concrete is not showing any signs of damage and some areas are.

The District received a notice from the Lahontan Water Quality Control Board that the samples taken from Bridgeport Reservoir had an increase of harmful algae. The risk was raised from caution to danger and humans and animals should not swim in or drink the water. The District is working with LWQCB and Mono County Health Service to do the required postings. LWQCB asked the District to obtain samples from Topaz as well, but those were negative.

GM BRYAN is still in the process of talking with the real estate agent for the property next door (400 N Main St). The owner is not interested in exchanging land but is interested in talking with the District. GM BRYAN will keep the Board updated with any changes.

D. Legal Counsel's Report

No legal report was available.

E. Review and approval of monthly storage transfers.

Director GIORGI made a motion to approve the transfers; Director ACCIARI offered a second. The vote was called for and passed.

F. Storage Water Leasing Program Update

Wes WALKER stated the Program has been completed. The releases from Bridgeport ran from August 10th through the 18th and from Topaz from August 13th through the 20th. There was a total of 703 acre-feet enrolled in the Program and 255 acre-feet made it to Wabuska, which was in line with the more optimistic side of

what was anticipated. Looking at the Lower End Conveyance Tool, it appears approximately 15 acre-feet made it to Walker Lake. All the reporting requirements are being completed now. The pilot program is a learning experience. The releases were minimal on the first couple of days, but GM BRYAN suggested to release more of the water at one time, which made the deliveries a little better. Vice President MASINI asked Silas how many acre-feet made it to Weber; Silas advised approximately 114 acre-feet made it to Weber Reservoir. The losses between Wabuska and Weber are nearly 40%. Vice President MASINI asked how the water distribution works with the Tribe. Silas stated WBC has a conveyance agreement with the Tribe to release everything minus natural losses. Treasurer NUTI asked if the Conservancy should show interest in working with the Tribe to clean the river corridor to minimize losses from Weber to Walker Lake; Silas stated it could potentially be beneficial, but finances are always a restriction, and it is ultimately up to the Tribe.

G. FY2020-2021 Audit Update

Secretary HALTERMAN advised the audit is progressing. There has been communication between WRID and the auditors and the presentation should be in October or November.

Secretary HALTERMAN stated she completed the new software research and selected a software called Blackbaud. The software is capable of handling what the District currently has and 3x more. Secretary HALTERMAN will continue the process of finalizing the paperwork and report back to the Board.

H. Current Drought Conditions for WY 2021 Presented by MBK Engineers

Wes WALKER stated they are continuing to track losses and operations in the system. Losses have remained steady over the last few weeks. They are in line with 2014-15. Climatically it looks like it will remain above average temperatures over the next few weeks, potential for monsoonal precipitation this weekend. Generally, the longer term outlook is above average temps over the next few months.

6. Update from the Division of Water Resources regarding groundwater pumping and upcoming fieldwork schedules.

Wyatt FEREDAY introduced Mike Scott as the replacement for Kerry Garcia. Mike has been with NDWR for 5 years in the Drilling Department and has field experience. Wyatt stated he will have an update on the water levels soon as they will be doing their fall measurements toward the end of the year. Last year the levels were down approximately 5-7 feet, and he expects the levels to be lower this year. The pumpage totals will probably within the top 3 years but Wyatt will have better numbers after the season. Wyatt expressed appreciation for those who are logging in and submitting their pumping numbers. Wyatt and Mike did spot checks 6 weeks ago on the meters of users who had not submitted data. GM BRYAN requested Wyatt check in with Adam Sullivan on potentially giving an end of season update. There was a concern with the current water situation and the effects of next year's pumping.

7. Update by the Walker River Conservancy on activities related to the Walker Basin Restoration Program, including Acquisitions and Conservation and Stewardship Activities.

Silas ADAMS stated the new Executive Director starts on September 28th and he will hopefully be at the October 7th meeting. The online water value calculation tool has had good participation so far.

8. Director Comments

GM BRYAN stated the internal control policies will be on the October agenda. Secretary HALTERMAN will email the documents for review. Treasurer NUTI suggested the policies be implemented and then revised as needed.

9. Public Comment

None presented.

11. Adjournment

Director ACCIARI made a motion to adjourn; Treasurer NUTI offered a second. The vote was called for and passed. The meeting was adjourned at 10:38am.

Jim Snyder, President

Marcus Masini, Vice President

Richard Nuti, Treasurer

Dennis Acciari, Director

David Giorgi, Director

Walker River Irrigation District
Balance Sheet
As of 9/30/2021

PROVISIONAL

Current Year

Assets

Current Assets

Cash & Cash Equivalents

Cash in Checking 69,934.47

Cash in Money Market 1,023,723.99

Cash in CDs 749,661.39

Total Cash & Cash Equivalents 1,843,319.85

Total Current Assets 1,843,319.85

Total Assets 1,843,319.85

Walker River Irrigation District
Cash Journal - HYTE
From 9/1/2021 Through 9/30/2021

PROVISIONAL

1100 - Cash in Checking

| Document Number | Payee/Recipient Name | Transaction Description | Effective Date | Deposits | Disbursements | Adjustments |
|-----------------|------------------------------------|-------------------------|----------------|----------|---------------|-------------|
| 122172 | Ameritas Life Insurance Corp | ACCT 010-19010-0: | 9/7/2021 | 0.00 | 1,027.80 | 0.00 |
| 122173 | NAPA AUTO & TRUCK PARTS | ACCT 7200 | 9/7/2021 | 0.00 | 23.94 | 0.00 |
| 122174 | MBK Engineers | PROFESSIONAL SEI | 9/7/2021 | 0.00 | 4,066.75 | 0.00 |
| 122175 | True Value | ACCT 860 | 9/7/2021 | 0.00 | 52.96 | 0.00 |
| 122176 | NWRA | 2022 NWRA ANNUA | 9/7/2021 | 0.00 | 640.00 | 0.00 |
| 122177 | Public Employees' Benefits Program | ACCT 776 | 9/7/2021 | 0.00 | 870.23 | 0.00 |
| 122178 | Purchase Power / Pitney Bowes | ACCT 8000-9000-0! | 9/7/2021 | 0.00 | 453.00 | 0.00 |
| 122179 | NV Energy | PREMISES 312890 | 9/7/2021 | 0.00 | 316.28 | 0.00 |
| 122179 | NV Energy | PREMISES 315913 | 9/7/2021 | 0.00 | 2.84 | 0.00 |
| 122180 | Southwest Gas Corporation | ACCT 91000060444 | 9/7/2021 | 0.00 | 39.58 | 0.00 |
| 122181 | Wells Fargo Card Services Payment | ACCT 9574 | 9/7/2021 | 0.00 | 1,496.21 | 0.00 |
| 122182 | CT Corp. | ACCT 8004162809 | 9/7/2021 | 0.00 | 398.00 | 0.00 |
| 122183 | PERS Administrative Fund | AGENCY 704 | 9/13/2021 | 0.00 | 8,610.94 | 0.00 |
| 122184 | AT&T | ACCT 030 596 9748 | 9/13/2021 | 0.00 | 154.88 | 0.00 |
| 122185 | John Deere Credit | ACCT 28117-10068 | 9/13/2021 | 0.00 | 55.77 | 0.00 |
| 122186 | Xerox Financial Services | ACCT 715540498 | 9/13/2021 | 0.00 | 171.13 | 0.00 |
| 122187 | Alhambra | ACCT 28835565151 | 9/14/2021 | 0.00 | 87.38 | 0.00 |
| 122188 | U.S. Geological Survey | ACCT 6000000370 | 9/14/2021 | 0.00 | 14,612.00 | 0.00 |
| 122189 | Verizon Wireless | ACCT 772404160-0 | 9/14/2021 | 0.00 | 272.38 | 0.00 |
| 122190 | Petty Cash | Petty Cash Reimbur | 9/28/2021 | 0.00 | 494.92 | 0.00 |
| 122191 | AFLAC | ACCT 0BU87 | 9/28/2021 | 0.00 | 35.70 | 0.00 |
| 122192 | ABILA Dept 3303 | ACCT C017418 | 9/28/2021 | 0.00 | 195.98 | 0.00 |

Walker River Irrigation District
Cash Journal - HYTE
From 9/1/2021 Through 9/30/2021

PROVISIONAL

| | | | | | | |
|---------|--------------------------------------|-------------------------------|-----------|-------------------|-------------|-------------|
| 122193 | MF Barcellos | ACCT WALRIV | 9/28/2021 | 0.00 | 4,046.61 | 0.00 |
| 122194 | O'Reilly Automotive, Inc. | ACCT 1075876 | 9/28/2021 | 0.00 | 195.76 | 0.00 |
| 122195 | Pitney Bowes Global Financial Servic | ACCT 0010816793 | 9/28/2021 | 0.00 | 213.42 | 0.00 |
| 122196 | Quill | ACCT 2874673 | 9/28/2021 | 0.00 | 531.70 | 0.00 |
| 122197 | Schneider Electric USA, Inc. | SO 1745001 | 9/28/2021 | 0.00 | 3,767.04 | 0.00 |
| 122198 | NV Energy | PREMISES 296827 | 9/28/2021 | 0.00 | 36.95 | 0.00 |
| 122198 | NV Energy | PREMISES 315913 | 9/28/2021 | 0.00 | 2.84 | 0.00 |
| 122199 | Standard Insurance Company | POLICY ST 926196 | 9/28/2021 | 0.00 | 241.03 | 0.00 |
| 122200 | HomeTown Health | ACCT 3353P | 9/28/2021 | 0.00 | 7,421.23 | 0.00 |
| 122201 | Desert Engineering | JOB 21023 | 9/28/2021 | 0.00 | 824.98 | 0.00 |
| 122202 | Desert Research Institute | 656.4703 | 9/28/2021 | 0.00 | 33,321.84 | 0.00 |
| PAYROLL | | SEPTEMBER PAYRC | 9/30/2021 | 0.00 | 41,827.01 | 0.00 |
| | | MMK TRANSFER | | <u>250,000.00</u> | <u>0.00</u> | <u>0.00</u> |
| | | Total 1100 - Cash in Checking | | 250,000.00 | 126,509.08 | 0.00 |

Walker River Irrigation District
Cash Journal - HYTE
From 9/1/2021 Through 9/30/2021

PROVISIONAL

1200 - Cash in Money Market

| Document Number | Payee/Recipient Name | Transaction Description | Effective Date | Deposits | Disbursements | Adjustments |
|-----------------|-----------------------------|-----------------------------------|----------------|-------------------|---------------------|-------------|
| 7073 | | Inspection Fee- Gol | 9/30/2021 | 50.00 | 0.00 | 0.00 |
| 7074 | Lauren & Mary Margaret Ward | FY22 Reserved Assc | 9/30/2021 | 79.28 | 0.00 | 0.00 |
| 7075 | Wes Smith | INV 559 | 9/30/2021 | 500.00 | 0.00 | 0.00 |
| 7077 | Vlot, 2008 Revocable Trust | FY22 Reserved Assc | 9/30/2021 | 6,159.96 | 0.00 | 0.00 |
| 7078 | Walker Basin Conservancy | FY22 Reserved Assc | 9/30/2021 | 66,180.99 | <u>0.00</u> | 0.00 |
| | | MMK TRANSFER | 9/17/2021 | <u>0.00</u> | (250,000.00) | 0.00 |
| | | NRCS REIMBURSEM | 9/28/2021 | 54,938.61 | 0.00 | 0.00 |
| | | FY22 Assessments- | 9/30/2021 | <u>354,372.28</u> | <u>0.00</u> | <u>0.00</u> |
| | | Total 1200 - Cash in Money Market | | 482,281.12 | (250,000.00) | 0.00 |
| Report Total | | | | <u>732,281.12</u> | <u>(123,490.92)</u> | <u>0.00</u> |

September 2021 Bills & Payroll

| Check Number | Effective Date | Vendor Name | Check Amount |
|----------------------------------|----------------|--|----------------------|
| 122172 | 9/7/2021 | Ameritas Life Insurance Corp | \$ 1,027.80 |
| 122173 | 9/7/2021 | NAPA AUTO & TRUCK PARTS | \$ 23.94 |
| 122174 | 9/7/2021 | MBK Engineers | \$ 4,066.75 |
| 122175 | 9/7/2021 | True Value | \$ 52.96 |
| 122176 | 9/7/2021 | NWRA | \$ 640.00 |
| 122177 | 9/7/2021 | Public Employees' Benefits Program | \$ 870.23 |
| 122178 | 9/7/2021 | Purchase Power / Pitney Bowes | \$ 453.00 |
| 122179 | 9/7/2021 | NV Energy | \$ 319.12 |
| 122180 | 9/7/2021 | Southwest Gas Corporation | \$ 39.58 |
| 122181 | 9/7/2021 | Wells Fargo Card Services Payment Remittance | \$ 1,496.21 |
| 122182 | 9/7/2021 | CT Corp. | \$ 398.00 |
| 122183 | 9/13/2021 | PERS Administrative Fund | \$ 8,610.94 |
| 122184 | 9/13/2021 | AT&T | \$ 154.88 |
| 122185 | 9/13/2021 | John Deere Credit | \$ 55.77 |
| 122186 | 9/13/2021 | Xerox Financial Services | \$ 171.13 |
| 122187 | 9/14/2021 | Alhambra | \$ 87.38 |
| 122188 | 9/14/2021 | U.S. Geological Survey | \$ 14,612.00 |
| 122189 | 9/14/2021 | Verizon Wireless | \$ 272.38 |
| 122190 | 9/28/2021 | Petty Cash | \$ 494.92 |
| 122191 | 9/28/2021 | AFLAC | \$ 35.70 |
| 122192 | 9/28/2021 | ABILA Dept 3303 | \$ 195.98 |
| 122193 | 9/28/2021 | MF Barcellos | \$ 4,046.61 |
| 122194 | 9/28/2021 | O'Reilly Automotive, Inc. | \$ 195.76 |
| 122195 | 9/28/2021 | Pitney Bowes Global Financial Services LLC | \$ 213.42 |
| 122196 | 9/28/2021 | Quill | \$ 531.70 |
| 122197 | 9/28/2021 | Schneider Electric USA, Inc. | \$ 3,767.04 |
| 122198 | 9/28/2021 | NV Energy | \$ 39.79 |
| 122199 | 9/28/2021 | Standard Insurance Company | \$ 241.03 |
| 122200 | 9/28/2021 | HomeTown Health | \$ 7,421.23 |
| 122201 | 9/28/2021 | Desert Engineering | \$ 824.98 |
| 122202 | 9/28/2021 | Desert Research Institute | \$ 33,321.84 |
| PAYROLL | 9/30/2021 | SEPTEMBER PAYROLL | \$ 41,827.01 |
| TOTAL BILLS & PAYROLL | | | \$ 126,509.08 |

Wells Fargo Breakdown

Statement 8/23/21

| | | | |
|----|----------|---------------------------------------|-------------------------------------|
| \$ | 49.11 | Four State Trucks- Parts for Kenworth | |
| \$ | 141.62 | Partdeal.com- Parts for Kenworth | |
| \$ | 197.92 | Spectrum | Partially billed to ditch companies |
| \$ | 257.98 | Amazon.com- Office vacuum | |
| \$ | 269.04 | Amazon.com- Nails | |
| \$ | 7.99 | Amazon.com- Battery tester | |
| \$ | 196.00 | Amazon.com- Windows Software | |
| \$ | 19.90 | Amazon.com- Office Supplies | |
| \$ | 26.19 | Amazon.com- Tracing Dye for BP | |
| \$ | 19.69 | Amazon.com- Cleaning Supplies | |
| \$ | 9.99 | Reno Gazette Journal Subscription | |
| \$ | 85.79 | AT&T Mobility | Billed to Colony Ditch |
| \$ | 14.99 | Adobe monthly charge | |
| \$ | 200.00 | Microsoft.com | Partially billed to ditch companies |
| \$ | 1,496.21 | | |

Walker River Irrigation District
September 2021 Storage Water Transfers

| DATE | TRANSFEROR | | | River Section | | TRANSFeree | | FROM | TO |
|----------|------------|--------|---------|---------------|------|------------|--------|--------------|--------------|
| | USER # | CARD # | AC FT | FROM | TO | USER # | CARD # | USER NAME | USER NAME |
| 9/2/2021 | 57 | 1370 | 5.9301 | WEST | MAIN | 395 | 59366 | Arsenio | Circle Bar N |
| 9/1/2021 | 57 | 1370 | 5.4164 | EAST | MAIN | 395 | 59365 | Arsenio | Circle Bar N |
| 9/1/2021 | 519 | 12609 | 22.6204 | WEST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/1/2021 | 519 | 12609 | 20.7262 | EAST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/1/2021 | 519 | 12610 | 35.5179 | WEST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/1/2021 | 519 | 12610 | 32.5556 | EAST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/1/2021 | 519 | 57142 | 3.3017 | WEST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/1/2021 | 519 | 57142 | 0.2733 | EAST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/1/2021 | 2715 | 12613 | 4.4209 | WEST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/1/2021 | 2715 | 12613 | 4.0392 | EAST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/1/2021 | 2715 | 12613 | 0.7304 | WEST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/1/2021 | 2715 | 12613 | 0.6688 | EAST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/1/2021 | 2720 | 12621 | 9.0810 | WEST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/1/2021 | 2720 | 12621 | 9.0838 | EAST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/1/2021 | 1390 | 8861 | 1.9130 | WEST | MAIN | 395 | 59365 | Circle Bar N | Circle Bar N |
| 9/1/2021 | 1390 | 8861 | 1.7534 | EAST | MAIN | 395 | 59365 | Circle Bar N | Circle Bar N |
| 9/2/2021 | 1390 | 8862 | 3.7337 | WEST | MAIN | 395 | 59365 | Circle Bar N | Circle Bar N |
| 9/2/2021 | 1390 | 8862 | 3.7449 | EAST | MAIN | 395 | 59365 | Circle Bar N | Circle Bar N |
| 9/2/2021 | 2447 | 8903 | 10.5006 | WEST | MAIN | 395 | 59365 | Circle Bar N | Circle Bar N |
| 9/2/2021 | 2447 | 8903 | 9.6096 | EAST | MAIN | 395 | 59365 | Circle Bar N | Circle Bar N |
| 9/2/2021 | 393 | 8849 | 11.9717 | WEST | MAIN | 395 | 59365 | Circle Bar N | Circle Bar N |
| 9/2/2021 | 393 | 8819 | 1.1102 | EAST | MAIN | 395 | 59365 | Circle Bar N | Circle Bar N |
| 9/2/2021 | 2761 | 59186 | 1.4674 | WEST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/2/2021 | 2761 | 59186 | 1.3442 | EAST | MAIN | 395 | 59365 | Desert Pearl | Circle Bar N |
| 9/2/2021 | 2867 | 59539 | 0.6958 | WEST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2867 | 59539 | 0.6960 | EAST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2867 | 59539 | 6.6560 | WEST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2867 | 59539 | 6.6581 | EAST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2985 | 59588 | 0.8173 | WEST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2985 | 59588 | 0.7502 | EAST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2985 | 59589 | 3.2263 | WEST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2985 | 59589 | 2.9590 | EAST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2985 | 59590 | 2.3287 | WEST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2985 | 59590 | 2.1362 | EAST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2985 | 59591 | 11.8041 | WEST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2985 | 59591 | 10.8218 | EAST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2986 | 59592 | 2.0900 | EAST | MAIN | 2988 | 59596 | Peri Family | Peri Family |
| 9/2/2021 | 2986 | 59592 | 0.5872 | WEST | MAIN | 2988 | 59596 | Peri Family | Peri Family |
| 9/2/2021 | 2986 | 59592 | 0.5755 | WEST | MAIN | 2988 | 59596 | Peri Family | Peri Family |
| 9/2/2021 | 3858 | 60576 | 0.2761 | WEST | MAIN | 2988 | 59596 | Desert Pearl | Peri Family |
| 9/2/2021 | 3858 | 60576 | 0.0249 | EAST | MAIN | 2988 | 59596 | Desert Pearl | Peri Family |
| 9/2/2021 | 460 | 10603 | 0.0774 | WEST | MAIN | 2988 | 59596 | Cook | Peri Family |

PROVISIONAL

| | | | | | | | | | |
|-----------|------|-------|---------|------|------|------|-------|-------------------|--------------|
| 9/2/2021 | 460 | 10603 | 0.0066 | EAST | MAIN | 2988 | 59596 | Cook | Peri Family |
| 9/2/2021 | 2987 | 59593 | 0.4589 | WEST | MAIN | 395 | 59365 | Peri Family | Peri Family |
| 9/2/2021 | 2987 | 59593 | 0.0426 | EAST | MAIN | 395 | 59365 | Peri Family | Peri Family |
| 9/2/2021 | 2987 | 59594 | 2.4816 | WEST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2987 | 59594 | 2.2726 | EAST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2987 | 59593 | 0.8410 | EAST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2987 | 59593 | 0.5765 | EAST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2987 | 59593 | 5.6837 | WEST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 2987 | 59593 | 0.5276 | EAST | MAIN | 395 | 59365 | Peri Family | Circle Bar N |
| 9/2/2021 | 3539 | 60130 | 3.4320 | EAST | MAIN | 395 | 59365 | Galvin | Circle Bar N |
| 9/2/2021 | 3678 | 60349 | 0.0231 | WEST | MAIN | 395 | 59365 | Peri & Peri | Circle Bar N |
| 9/2/2021 | 3678 | 60349 | 0.0220 | EAST | MAIN | 395 | 59365 | Peri & Peri | Circle Bar N |
| 9/3/2021 | 2551 | 29258 | 14.9691 | WEST | MAIN | 1163 | 29254 | Little | Little |
| 9/3/2021 | 2551 | 29258 | 13.5777 | EAST | MAIN | 1163 | 29254 | Little | Little |
| 9/3/2021 | 553 | 13550 | 71.5781 | WEST | WEST | 554 | 13551 | Dreyer | Dreyer |
| 9/4/2021 | 529 | 12594 | 28.5054 | EAST | EAST | 2942 | 59509 | Desert Pearl | Pursel |
| 9/4/2021 | 533 | 12596 | 24.0790 | EAST | EAST | 2942 | 59509 | Desert Pearl | Pursel |
| 9/4/2021 | 533 | 12595 | 0.3397 | EAST | EAST | 2942 | 59509 | Desert Pearl | Pursel |
| 9/4/2021 | 1233 | 31720 | 2.1692 | EAST | EAST | 2942 | 59509 | Marich | Pursel |
| 9/4/2021 | 2040 | 53800 | 1.3454 | EAST | EAST | 2942 | 59509 | Stillfield | Pursel |
| 9/4/2021 | 2040 | 59133 | 0.3388 | EAST | EAST | 2942 | 59509 | Stillfield | Pursel |
| 9/4/2021 | 3316 | 59913 | 3.3616 | EAST | EAST | 2942 | 59509 | D & D Ventures | Pursel |
| 9/4/2021 | 92 | 2251 | 9.0604 | EAST | EAST | 2942 | 59509 | Bar Keystone | Pursel |
| 9/4/2021 | 92 | 2252 | 9.0604 | EAST | EAST | 2942 | 59509 | Bar Keystone | Pursel |
| 9/4/2021 | 92 | 2253 | 9.0604 | EAST | EAST | 2942 | 59509 | Bar Keystone | Pursel |
| 9/4/2021 | 92 | 2254 | 9.0604 | EAST | EAST | 2942 | 59509 | Bar Keystone | Pursel |
| 9/4/2021 | 92 | 2255 | 9.0604 | EAST | EAST | 2942 | 59509 | Bar Keystone | Pursel |
| 9/4/2021 | 92 | 2256 | 9.0604 | EAST | EAST | 2942 | 59509 | Bar Keystone | Pursel |
| 9/4/2021 | 92 | 2257 | 9.0604 | EAST | EAST | 2942 | 59509 | Bar Keystone | Pursel |
| 9/4/2021 | 92 | 2258 | 9.0604 | EAST | EAST | 2942 | 59509 | Bar Keystone | Pursel |
| 9/7/2021 | 845 | 20151 | 18.1214 | EAST | EAST | 840 | 59394 | Giorgi | Giorgi |
| 9/7/2021 | 1535 | 38854 | 0.9944 | EAST | MAIN | 1365 | 35051 | Peavine Leasing | MICA |
| 9/7/2021 | 1367 | 35061 | 23.4982 | EAST | MAIN | 1365 | 35051 | MICA | MICA |
| 9/7/2021 | 1367 | 35060 | 2.8006 | EAST | MAIN | 1365 | 35051 | MICA | MICA |
| 9/7/2021 | 1367 | 35055 | 8.4964 | EAST | MAIN | 1365 | 35051 | MICA | MICA |
| 9/7/2021 | 3035 | 59659 | 2.2560 | EAST | MAIN | 1365 | 35051 | MICA | MICA |
| 9/7/2021 | 3035 | 59660 | 3.9277 | EAST | MAIN | 1365 | 35051 | MICA | MICA |
| 9/7/2021 | 1375 | 35286 | 11.5918 | WEST | WEST | 190 | 4600 | Mitchell | Borsini |
| 9/7/2021 | 189 | 4504 | 3.0000 | EAST | EAST | 3012 | 59634 | Borsini | Arellano |
| 9/7/2021 | 189 | 4504 | 1.5000 | EAST | EAST | 3012 | 59634 | Borsini | Arellano |
| 9/7/2021 | 189 | 4504 | 6.0000 | EAST | EAST | 3012 | 59634 | Borsini | Arellano |
| 9/17/2021 | 3812 | 60519 | 7.9531 | EAST | EAST | 2942 | 59509 | Peri & Peri | Pursel |
| 9/17/2021 | 2894 | 59694 | 28.2262 | EAST | EAST | 2942 | 59509 | Peri Family Ranch | Pursel |
| 9/17/2021 | 2894 | 60128 | 6.7080 | EAST | EAST | 2942 | 59509 | Peri Family Ranch | Pursel |
| 9/17/2021 | 750 | 60198 | 5.8016 | EAST | EAST | 2942 | 59509 | Fulstone, David | Pursel |
| 9/17/2021 | 750 | 60199 | 0.4453 | EAST | EAST | 2942 | 59509 | Fulstone, David | Pursel |
| 9/17/2021 | 750 | 44765 | 0.0198 | EAST | EAST | 2942 | 59509 | Fulstone, David | Pursel |

PROVISIONAL

| | | | | | | | | | |
|-----------|------|-------|---------|------|------|------|-------|-----------------|-------------|
| 9/17/2021 | 750 | 10710 | 0.0132 | EAST | EAST | 2942 | 59509 | Fulstone, David | Pursel |
| 9/17/2021 | 750 | 18110 | 0.1144 | EAST | EAST | 2942 | 59509 | Fulstone, David | Pursel |
| 9/17/2021 | 750 | 18201 | 0.3564 | EAST | EAST | 2942 | 59509 | Fulstone, David | Pursel |
| 9/17/2021 | 750 | 44108 | 0.0198 | EAST | EAST | 2942 | 59509 | Fulstone, David | Pursel |
| 9/17/2021 | 1330 | 34715 | 0.8476 | EAST | EAST | 2942 | 59509 | Menesini | Pursel |
| 9/17/2021 | 1330 | 34716 | 45.9998 | EAST | EAST | 2942 | 59509 | Menesini | Pursel |
| 9/17/2021 | 520 | 12500 | 64.6135 | EAST | EAST | 2942 | 59509 | Desert Pearl | Pursel |
| 9/17/2021 | 395 | 60608 | 0.8525 | EAST | EAST | 2894 | 59509 | Circle Bar N | Peri Family |
| 9/17/2021 | 395 | 3972 | 0.3474 | EAST | EAST | 2894 | 59509 | Circle Bar N | Peri Family |
| 9/20/2021 | 2942 | 59509 | 15.0000 | EAST | EAST | 2894 | 59694 | Pursel | Peri Family |

763.316

Advance Payments for WRID Projects DRAFT

Purpose

Walker River Irrigation District requires a 50% deposit on all estimated projects over \$XXXXX. The deposit will be applied to up-front project costs such as materials and labor. In the event the project is completed below the initial estimate, WRID will refund the customer the balance.

Unless the customer requests documentation throughout the project, all cost documents will be provided to the customer with the final invoice.

Exceptions

Any exceptions or requirement that requires a deviation from this Policy shall be reviewed and approved by the Board of Directors and/or the General Manager.

Overdue Payment Policy DRAFT

This is Overdue Payment Policy sets out how Walker River Irrigation District manages overdue payments.

If you are having difficulties in facilitating payment, are disputing any fees payable on an invoice, or would like to set up a payment plan, you must notify us in writing within seven (7) days of receipt of the relevant invoice.

Overdue Notices:

1. Courtesy Reminder - Sent one (1) day after due date.
 - a. If payment is not received by the agreed payment term, a Courtesy Reminder notice will be sent requesting full payment. If payment of the overdue balance is not received within seven (7) days after the courtesy reminder notice, late payment penalty and interest fees will be charged.
2. Default Notice - Sent ten (10) days after due date.
 - a. If payment is not received in the WRID office and no payment plan has been established by the 20th of the month, future services will be discontinued until all invoices and fees are paid in full.
 - b. If the service was a 'one-time' project, payment will be sought by legal means at the expense of the customer.

Late Fee and Interest:

1. A monthly late fee of \$5 will be applied to open invoices after the seventh (7th) day of non-payment.
2. A monthly 1.25% (15% annual) interest fee will be applied to open invoices after the seventh (7th) day of non-payment.

Payment Plans:

Walker River Irrigation District is willing to offer the following payment plans according to invoice total:

1. \$1,000 - \$4,999 monthly installment of \$250
2. \$5,000 - \$9,999 monthly installment of \$350
3. \$10,000 - \$14,999 monthly installment of \$450
4. \$15,000+ monthly installment of \$500+

Returned Checks:

1. Any returned checks will be assessed a \$25 fee

Legal Fees:

1. Any and all legal fees incurred while attempting to collect debt will be charged to the customer.

PAYROLL SERVICE AGREEMENT

On this _____ day of _____, 20XX, this PAYROLL SERVICE AGREEMENT (“Agreement”) is entered into by and between _____ (“EMPLOYER”) and **Walker River Irrigation District**, 410 N Main Street, Yerington, NV, (“WRID”) (hereinafter, EMPLOYER and WRID are collectively referred to as the “PARTIES”).

WITNESSETH:

WHEREAS, the EMPLOYER desires to retain WRID to provide payroll and tax preparation and operating payment services as more fully defined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

1. Payroll and Tax Reporting Services. EMPLOYER hereby authorizes WRID to prepare and complete payroll processing and tax preparation and payment services which include direct deposit and manual checks drawn on WRID financial accounts, electronic and manual payment of all payroll taxes, the electronic filing of quarterly and annual reports, and relevant operating costs.

WRID will prepare and file all appropriate payroll tax forms; prepare correspondence with the taxing authorities concerning returns and/or deposits submitted by WRID.

2. Accuracy of EMPLOYER Information; EMPLOYER’s Review of Reports. All services provided by WRID will be based upon information provided to WRID by EMPLOYER, including employee names, addresses, Social Security numbers, amounts of payments, dates of payment, payroll, benefits, human resources, and similar information provided by EMPLOYER, or its employees. WRID will verify the identity of each of the EMPLOYER’s employees through appropriate documentation provided by each employee (e.g., I-9 documentation) and WRID will maintain such documentation during the time in which each such

employee receives payments. EMPLOYER shall be solely responsible for updating WRID of any salary change.

3. **Funding and Debit Indemnification.** EMPLOYER unconditionally promises to pay to WRID the amount of any salary or operating costs paid by WRID on behalf of EMPLOYER.

4. **Direct Deposit.** Each employee who desires to receive electronic transfer of funds due as wages or salary will provide WRID with a Direct Deposit Authorization Agreement. The Direct Deposit Authorization Agreement will authorize WRID to initiate paperless electronic transfers of sums due or payable at employee's bank where such account is maintained and to initiate paperless debits or corrective reversal entries for sums due to the WRID for erroneous or NSF transaction(s). WRID shall retain the original or a copy of each authorization received from each employee forelectronic direct deposit for two (2) years after termination or revocation of such authorization.

5. **Record Retention.** The EMPLOYER shall retain the original or a copy of each payroll authorization for two (2) years after termination of this Agreement. This Agreement and the performance by WRID of its services hereunder shall not relieve the EMPLOYER of any obligation imposed by law or contract regarding the maintenance of records or other matters nor from employing adequate credit accounting and review practices customarily followed by similar businesses.

6. **Length of Agreement; Fees and Costs Due To WRID.** This Agreement shall remain in force and effect for an initial term of one (1) year and shall renew for successive one (1) year terms unless terminated by either Party in accordance with the Termination provisions of this Agreement more fully set forth below. WRID reserves the right to adjust its costs and fees on or before July 1 of each year. WRID shall provide written notice of adjustments to its fees and

costs at least sixty (60) days in advance and EMPLOYER shall thereafter have the right to terminate this Agreement upon thirty (30) days' prior written notice to WRID.

7. **Damage Limitation.** Other than as specifically set forth in this Agreement, WRID shall not be liable for any damage or loss (including, but not limited to, liabilities, attorneys' fees, costs, and expenses) to the EMPLOYER or its employees arising out of its acts or omissions or those of the EMPLOYER or its employees or any third parties, including, but not limited to, any courier service, the ACH, NACHA, or any other ACH organization, any Federal Reserve Bank, any receiving financial institution in which an employee maintains an account, any receiving depository institution, or any processor. WRID shall not be responsible for tax deposits, interest charges and/or penalties or any other cost or fee that arose prior to or after the term of this agreement or where the EMPLOYER failed to provide WRID with written notice of any claim within thirty (30) days of its occurrence.

8. **Remedies.** The EMPLOYER shall be liable for the terms of this Agreement and for any and all amounts owing including, without limitation, salary, worker's compensation, payroll taxes, WRID fees and costs and any and all obligations of WRID hereunder together with interest thereon at the rate of 1.25% per month, court costs, professional fees and costs incurred by attorneys, accountants, and expert witnesses. The EMPLOYER shall indemnify and hold WRID harmless from all liabilities, losses, costs and expenses (including attorney's fees) incurred by WRID and caused by or arising out of EMPLOYER's breach of any provision of the Agreement or contained in any other agreement related hereto.

9. **Capacity.** The EMPLOYER represents and warrants that there are no provisions of any law, whether federal, state or local, or of its certificate of incorporation, by-laws or agreement of any kind, nature or description binding upon the EMPLOYER, which prohibits the

EMPLOYER from entering into this Agreement and that this Agreement has been duly authorized by the EMPLOYER and is a binding obligation of the EMPLOYER. The undersigned representative has been duly authorized to sign this agreement on behalf of the EMPLOYER.

10. Termination. Either Party may immediately terminate this agreement “for cause” which shall mean a material breach of the terms and conditions of this agreement by the other Party. Except as otherwise set forth herein, this Agreement may be terminated by either party upon thirty (30) days’ prior written notice to the other, provided, however, the EMPLOYER’s duty to reimburse WRID shall continue until EMPLOYER’s employees and WRID are paid in full for all payrolls serviced by WRID. Upon termination, the EMPLOYER will notify its employees thereof or will take other appropriate and reasonable action to apprise its employees of such termination or to arrange for a substitute service. Payroll services may be immediately terminated by WRID without prior notice if reimbursements are not paid within sixty (60) days of reimbursement invoice date.

11. Assignment. This Agreement shall not be assigned or otherwise transferred by the EMPLOYER to any other person, corporation or entity without the prior written consent of WRID, which consent may be granted or withheld at WRID’s sole discretion.

12. Independent Contractors. The PARTIES agree that WRID and EMPLOYER are each acting independently of the other, that they are not joint venturers, and that neither is an agent of the other.

13. Entire Agreement. The PARTIES agree that this Agreement is the entire agreement between the PARTIES and that it replaces and supersedes any prior oral or written agreements, discussions and understandings of any manner between the PARTIES and that EMPLOYER has not been induced to enter into this Agreement by any representation that is not

set forth herein.

14. **Amendments.** Any amendment, modification, change or supplement to this Agreement by WRID shall be binding upon the EMPLOYER thirty (30) days after notice of any such amendment, modification, change or supplement has been provided to EMPLOYER and EMPLOYER fails to object thereto or to terminate the Agreement.

15. **Rules Of Construction.** This Agreement shall be deemed to have been jointly drafted by WRID and EMPLOYER and no rule of construction shall be invoked against either party respecting the authorship hereof. All captions and headings herein are for convenience only and shall not be construed as interpretive or a part of any provision hereof. This agreement may be signed electronically, by facsimile and in counterparts.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the PARTIES have caused this Agreement to be executed as of the date first written above.

EMPLOYER:

WALKER RIVER IRRIGATION DISTRICT:

Authorized Signature

Authorized Signature

By: _____

By: _____

(Please print name)

(Please print name)

Title: _____

Title: _____