

June 7, 2021

# Meeting Information

Zoom address: <https://zoom.us/j/91503536226>

Call-in Number: (669) 900-9128

Meeting ID: 915 0353 6226

Note: The Board Room is open. Social distancing requirements can be met with Board and Public attendance.



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

**June 7, 2021  
Monday 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 Monday, June 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](mailto:jessica@wrid.us). Comments received by email prior to 4:00 P.M. on June 4, 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: June Board Meeting  
Time: Jun 7, 2021 10:00 AM Pacific Time (US and Canada)**

**Join Zoom Meeting**  
<https://zoom.us/j/91503536226>

**Meeting ID: 915 0353 6226**  
One tap mobile  
+12532158782,,91503536226# US (Tacoma)  
+13462487799,,91503536226# US (Houston)

Dial by your location  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)  
+1 669 900 9128 US (San Jose)  
+1 301 715 8592 US (Washington DC)  
+1 312 626 6799 US (Chicago)  
+1 646 558 8656 US (New York)

**Meeting ID: 915 0353 6226**  
Find your local number: <https://zoom.us/u/aevxqqBaKU>

## 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@wrid.us](mailto:jessica@wrid.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. Consideration of Minutes of the May 7, 2021 Regular meeting. (**For possible action**)

3. Water Master’s report

4. 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

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

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

7. Consideration of directing Manager, staff and legal counsel to draft, for future 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)**

8. Review and consideration to enter into a lease agreement with the USBWC for rent of office space at the WRID office at 410 N. Main Street Yerington, NV 89447. **(For possible action)**
9. Annual Review on the performance of the Walker River Irrigation District General Manager Robert C. Bryan and consideration of possible adjustment in compensation. **(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 June 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: June 1, 2021

ROBERT C. BRYAN  
Manager

I, Robert C. Bryan, WRID Manager, do hereby certify that the foregoing Agenda was duly posted on June 1, 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>)

  
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ROBERT C. BRYAN  
Manager

A meeting of the Walker River Irrigation District (WRID) Board of Directors was held on May 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, via phone
Robert BRYAN	General Manager
Dale FERGUSON	Legal Counsel, via phone
Jessica HALTERMAN	Secretary, via phone

**Public Present:**

Joanne Sarkisian, USBWC	Taylor Thomas, USBWC
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**Public Present via phone:**

Dave Hockaday	Silas Adams, WBC	Stacey Verboom
Rob Lewis		

**1. Public Comment**

None.

**2. Roll Call and Determination of Quorum**

All members present with Director ACCIARI and legal counsel on the phone.

**3. Declaration of Directors Pursuant to NRS 539.117**

Secretary HALTERMAN advised Marcus Masini and Dennis Acciari retain their seats for District 1 and 5, respectively. Treasurer NUTI made a motion to accept the declaration of Directors for Districts 1 and 5; Vice President MASINI offered a second. The vote was called for and passed.

**4. Oath of Office for newly elected Directors and presentation of Certificates of Election.**

President SNYDER read the Oath of Office out loud with Vice President MASINI and Director ACCIARI verbally accepting.

**5. The Board of Directors will organize and elect a President.**

Director GIORGI made a motion to retain the same President; Treasurer NUTI offered a second. The vote was called for and passed with President SNYDER retaining his seat.

**6. The Board of Directors will organize and elect a Vice-President.**

Director GIORGI made a motion to retain the same Vice-President; Treasurer NUTI offered a second. The vote was called for and passed with Vice President MASINI retaining his seat.

**7. The Board of Directors will organize and appoint a Secretary who need not be a member of the Board and who also may be the Treasurer.**

Director GIORGI made a motion to retain the same Secretary; Treasurer NUTI offered a second. The vote was called for and passed with Secretary HALTERMAN retaining her seat.

**8. The Board of Directors will organize and appoint a Treasurer who need not be a member of the Board and who may also be the Secretary.**

Director GIORGI made a motion to retain the same Treasurer; Vice President MASINI offered a second. The vote was called for and passed with Treasurer NUTI retaining his seat.

**9. Consideration of Minutes of the April 7, 2021 Regular Meeting**

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

**10. Water Master's Report**

Joanne SARKISIAN reported the decree will go to Full on the Main, Tunnel and West effective 5/8 with the East remaining at an 1863. Director GIORGI asked if water will be stored in Topaz during full decree; Joanne confirmed. Joanne stated 375cfs was being released from Topaz today and 35.3cfs from Bridgeport. Including the upcoming weekend, the season's deliveries will total 20,541 acre-feet of decree and 1,016 acre-feet of storage. The numbers are still ahead in Topaz from the March numbers and, starting today, as much water will be stored as possible. Joanne stated running the well for June and July is not a certainty, but she will keep it running as long as possible.

**11. Staff Reports:**

**A. Treasurer's Report**

Treasurer NUTI reported as of April 30, 2021:

Cash in Checking	\$ 228,903.74
Cash in Money Market	\$ 807,082.61
Cash in CDs	\$ 749,661.39
Total	\$1,785,647.74

**B. Consideration of Bills and Payroll for payment**

***April 2021 Bills & Payroll***

<u>Check</u> <u>Number</u>	<u>Effective</u> <u>Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
121960	4/7/2021	Ameritas Life Insurance	\$ 907.60



121961	4/7/2021	VOID		VOID
121962	4/7/2021	Sticks and Stones Buildings	\$	27.00
121963	4/7/2021	NAPA AUTO & TRUCK	\$	10.99
121964	4/7/2021	MBK Engineers	\$	3,615.25
121965	4/7/2021	True Value	\$	15.99
121966	4/7/2021	O'Reilly Automotive, Inc.	\$	78.13
121967	4/7/2021	Power Plan	\$	703.21
121968	4/7/2021	Public Employees' Benefits	\$	870.23
121969	4/7/2021	Purchase Power / Pitney	\$	604.50
121970	4/7/2021	Jim Menesini Petroleum	\$	129.64
121971	4/7/2021	NV Energy	\$	255.64
121972	4/7/2021	Southwest Gas Corporation	\$	234.00
121973	4/7/2021	Wells Fargo Card Services	\$	1,911.11
121974	4/7/2021	Desert Research Institute	\$	15,000.00
121975	4/12/2021	Nevada Employment Sec	\$	1,734.00
121976	4/12/2021	Xerox Financial Services	\$	376.83
121977	4/12/2021	Mason Valley Tire	\$	28.00
121978	4/13/2021	AFLAC	\$	35.70
121979	4/13/2021	Giomi, Inc.	\$	288.26
121980	4/13/2021	AT&T	\$	159.74
121981	4/13/2021	John Deere Credit	\$	119.90
121982	4/13/2021	PUMP CHECK	\$	1,415.86
121983	4/13/2021	Quill	\$	143.36
121984	4/13/2021	Reno Gazette Journal	\$	95.48
121985	4/13/2021	U.S. Geological Survey	\$	13,502.00
121986	4/13/2021	City of Yerington	\$	121.07
121987	4/28/2021	ABILA Dept 3303	\$	391.96
121988	4/28/2021	Ferguson Enterprises, Inc.	\$	113,280.00
121989	4/28/2021	Lyon County Recorder	\$	39.40
121990	4/28/2021	MBK Engineers	\$	2,311.00
121991	4/28/2021	MF Barcellos	\$	3,003.96
121992	4/28/2021	Power Plan	\$	17.34
121993	4/28/2021	Quill	\$	992.89

121994	4/28/2021	NV Energy	\$	3,575.81
121995	4/28/2021	Alhambra	\$	210.83
121996	4/28/2021	Standard Insurance Co	\$	234.52
121997	4/28/2021	Verizon Wireless	\$	403.01
121998	4/28/2021	Vision Service Plan	\$	186.05
121999	4/28/2021	Woodburn & Wedge	\$	32,827.47
122000	4/28/2021	HomeTown Health	\$	7,421.23
122001	4/28/2021	Desert Engineering	\$	340.48
122002	4/28/2021	Desert Research Institute	\$	17,831.58
PAYROLL	4/30/2021	APRIL PAYROLL	\$	39,747.49
<b>Total Bills &amp; Payroll</b>				<b>\$ 265,198.51</b>

Director GIORGI asked if the Pump Check payments were from the well; GM BRYAN confirmed they were for the replaced meter and for John Lee to come out twice. Director GIORGI questioned if everyone had paid for their well water; GM BRYAN advised everyone had paid.

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

**C. Manager's Report**

GM BRYAN reported Bridgeport is currently at 13,540 acre-feet (32%) and Topaz is at 18,380 acre-feet (31%). There is printed presentation from Tim Bardsley in the packet. Highlights include:

- The basin is currently at 60% of average for precipitation and the SWE is 38% of average.
- The peak was 68% of the median peak and was a couple days early. The current conditions are comparable to 2012/13.
- Current snowpack is similar to last year.
- Soil moisture is dipping back down to near record low and is similar to 2015.
- Average temp at Leavitt Lake was 50 degrees but it is expected to freeze again.
- No atmospheric river on the horizon.
- May-June forecast is dry and warm.
- There are charts that compare the observed and expected river flows.

GM BRYAN stated the shop crew has replaced failed culverts on the Masini Drain. The crew has been performing repairs and maintenance on the drains in town. Some residents near Kari Lane in Smith Valley were calling with concerns, so the crew burned in that area. Yesterday, the crew began working on repairs and maintenance at the Topaz diversion and dam.

GM BRYAN attended the first Nevada Supreme Court meeting on water adjudication on April 16<sup>th</sup>. The meeting was led by Chief Justice Hardesty and was very informative. It is a diverse group of people ranging from lawyers, judges, irrigation districts, and rural representation. The next meetings have been scheduled for June 25<sup>th</sup> at 1pm and August 27<sup>th</sup> at 1pm. The meetings are open to the public and GM BRYAN will keep the Board up to date.

GM BRYAN gave a legislation update.

- AB5 died in the Assembly.
- AB6 passed in the Assembly and has been heard by the Senate Committee.
- AB146 passed in the Assembly and Senate as amended.
- AB354 failed in the Assembly.
- AB356 was amended and passed in the Assembly and is currently at the Senate Committee.

On April 21<sup>st</sup>, GM BRYAN participated in an EAP workshop hosted by the Nevada Silver Jackets. The meeting was interesting as the expectations for the EAP in Nevada were discussed. The District's EAPs currently meet or exceed the Nevada requirements as California's requirements are much more in depth.

GM BRYAN received an email from Ken Tate from UC Davis. He is working with the Bridgeport Ranchers Association and there is a meeting on May 13<sup>th</sup> at 10am to discuss the e-coli standards in Bridgeport. The meeting will be at the Lahontan Water Quality Control Board in South Lake Tahoe, but GM BRYAN has emailed a web link to the Board for anyone who is interested in listening.

**D. Legal Counsel's Report**

Counsel FERGUSON reported the Federal Magistrate held a status conference on April 28<sup>th</sup> to address the Mineral County case as remanded. Two items that will be occurring came out of the status conference. The first was a request to try to put in place an electronic service mechanism like what is currently present in the US and Tribe litigation. The Federal Magistrate would like to have parties put that in place as soon as possible. Counsel will be submitting a draft order by June 2<sup>nd</sup>. The second item is that Mineral County's current complaint requests only for the reallocation of water rights which the Nevada Supreme Court said was not allowed. Mineral County will need to file a 2<sup>nd</sup> amended complaint that states any of their claims for water for Walker Lake do not involve reallocation of water rights. Their amendment is required to be filed by June 30<sup>th</sup>.

**E. Review and approval of monthly storage transfers.**

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

**F. Storage Water Leasing Program Update**

GM BRYAN reported the April 30<sup>th</sup> sign-up deadline has passed. The finalized agreements must be received by May 21<sup>st</sup>. Currently, there is 713.4554 acre-feet of water in the Program from 51 different users. Walker Basin Conservancy is 13 out of the 51 users and has contributed 527.6421 acre-feet to the Program. The only way the amount will change is if someone withdraws their application before May 21<sup>st</sup> or the District receives an application that is post marked prior to April 30<sup>th</sup>.

During last month's meeting, there was a request to have an item on the agenda to discuss the reimbursement and the Program continuing, but the reimbursement was received.

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

GM BRYAN read an email from Wyatt Fereday stating:

'Just a one update on my end. First, Kerry Garcia retired (well-deserved) on April 9<sup>th</sup>. We hope to fill his position within a few months. In the meantime, we are without our field presence, so we are relying heavily on groundwater users to report their meter readings to us on the website. Because of his retirement, we do not have the usual April pumpage totals to report. We appreciate you all spreading the word on the monthly self-reporting. I will be in the field ideally by mid irrigation season to check on meters that have not been reporting on, and then again at the end of the season to all sites that haven't reported. I wanted to say thanks to all who have sent in their meter forms and are now entering their monthly readings to the website.'

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

Silas stated the Conservancy put as much water into the Storage Water Leasing Program as possible. The in-stream flow program has delivered approximately 43.2 acre-feet into Walker Lake. Silas will have finalized numbers at the end of the season.

GM BRYAN questioned if there was any progress in hiring a new Director; Silas stated they are in the process of interviewing and will hopefully have a new Director in June.

**14. Consideration of petition defining the boundaries of and requesting the District Board of Directors to form Local Improvement District No. 5 to acquire, operate, maintain, repair, and improve the Simpson-Colony Ditch and Canal.**

GM BRYAN stated there is a copy of the petition, legal description, and maps in the Board packet. At least 50% of the votes were needed to sign the petition, 52.5% of the votes (68.3% of water righted acres) are represented in the signatures. The Colony Ditch had their meeting in March and unanimously voted to sign over the canal to the District. A resolution has also been drafted if the Board approves the item. The next step would be to hold an election where 2/3 of the water righted acres must be in favor of becoming a Local Improvement District.

Director GIORGI made a motion to approve the petition to form Local Improvement District No. 5 to acquire, operate, maintain, repair, and improve the Simpson-Colony Ditch and Canal and to authorize President SNYDER to sign the Resolution; Treasurer NUTI offered a second to the motion. The vote was called for and passed.

**15. Annual review on the performance of the Walker River Irrigation District General Manager Robert C. Bryan and consideration of possible adjustment in compensation.** Counsel FERGUSON requested the item be tabled until next month as the review was not completed yet.

**16. Director Comments**  
None presented.

**17. Public Comment**  
Due to a technical issue, Commissioner Hockaday provided comment via phone message prior to the end of the meeting. Mr. Hockaday reported that as of May 1<sup>st</sup>, Lyon County is 100% open with 100% capacity allowed for meetings. The State mask mandate is still in effect.

**18. Adjournment**  
Vice President MASINI made a motion to adjourn; Director GIORGI offered a second. The vote was called for and passed. The meeting was adjourned at 10:53 AM.

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Jim Snyder, President

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Marcus Masini, Vice President

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Richard Nuti, Treasurer

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Dennis Acciari, Director

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David Giorgi, Director

Provisional

Walker River Irrigation District  
Balance Sheet  
As of 5/31/2021

Provisional

Current Year

Assets

Current Assets

Cash & Cash Equivalents

Cash in Checking 250,928.96

Cash in Money Market 571,867.32

Cash in CDs 749,661.39

Total Cash & Cash Equivalents 1,572,457.67

Total Current Assets 1,572,457.67

Total Assets 1,572,457.67

Walker River Irrigation District  
Cash Journal - HYTE  
From 5/1/2021 Through 5/31/2021

Provisional

*1100 - Cash in Checking*

Document Number	Payee/Recipient Name	Transaction Description	Effective Date	Deposits	Disbursements	Adjustments
122003	AFLAC	ACCT 0BU87	5/5/2021	0.00	35.70	0.00
122004	Ameritas Life Insurance Corp	ACCT 010-19	5/5/2021	0.00	907.60	0.00
122005	Marianne Leinassar	ANNUAL EAS	5/5/2021	0.00	500.00	0.00
122006	True Value	ACCT 860	5/5/2021	0.00	238.96	0.00
122007	Pitney Bowes Global Finance	ACCT 00108	5/5/2021	0.00	30.00	0.00
122008	Power Plan	ACCT 11155	5/5/2021	0.00	3,839.71	0.00
122009	Public Employees' Benefits P	ACCT 776	5/5/2021	0.00	870.23	0.00
122010	Purchase Power / Pitney Bow	ACCT 8000-9	5/5/2021	0.00	352.00	0.00
122011	Quill	ACCT 28746	5/5/2021	0.00	41.94	0.00
122012	NV Energy	PREMISES 3	5/5/2021	0.00	188.19	0.00
122013	Southwest Gas Corporation	ACCT 273-00	5/5/2021	0.00	86.74	0.00
122014	Desert Engineering	JOB 21023	5/5/2021	0.00	1,242.77	0.00
122015	PERS Administrative Fund	AGENCY 704	5/5/2021	0.00	8,179.76	0.00
122016	Gioni, Inc.	ACCT 805	5/12/2021	0.00	257.90	0.00
122017	AT&T	ACCT 030 59	5/12/2021	0.00	155.92	0.00
122018	John Deere Credit	ACCT 28117	5/12/2021	0.00	375.90	0.00
122019	Jim Menesini Petroleum	ACCT 84020	5/12/2021	0.00	39.14	0.00
122020	NV Energy	PREMISES 2	5/12/2021	0.00	36.79	0.00
122021	Wells Fargo Card Services Pa	ACCT 9574	5/12/2021	0.00	2,113.92	0.00
122022	Xerox Financial Services	ACCT 71554	5/12/2021	0.00	235.42	0.00
122023	City of Yerington	ACCT 12304	5/12/2021	0.00	130.25	0.00



Walker River Irrigation District  
Cash Journal - HYTE  
From 5/1/2021 Through 5/31/2021

Provisional

122024	Sticks and Stones Buildings	ACCT WRID	5/26/2021	0.00	566.00	0.00
122025	NAPA AUTO & TRUCK PARTS	ACCT 7200	5/26/2021	0.00	303.54	0.00
122026	Lyon County Recorder	FOR PERIOD	5/26/2021	0.00	37.70	0.00
122027	MF Barcellos	ACCT WALR	5/26/2021	0.00	3,221.89	0.00
122028	Mickey Mutual Ditch Co.	2021 ANNUA	5/26/2021	0.00	7.42	0.00
122029	NWRA	S NEVILLE V	5/26/2021	0.00	300.00	0.00
122030	O'Reilly Automotive, Inc.	ACCT 10758	5/26/2021	0.00	197.11	0.00
122031	Quill	ACCT 28746	5/26/2021	0.00	137.98	0.00
122032	Alhambra	ACCT 28835	5/26/2021	0.00	39.87	0.00
122033	Standard Insurance Compan	POLICY ST 9	5/26/2021	0.00	234.52	0.00
122034	Vision Service Plan - Nevada	ACCT 30021	5/26/2021	0.00	186.05	0.00
122035	Woodburn & Wedge	PERIOD ENC	5/26/2021	0.00	37,405.59	0.00
122036	HomeTown Health	GROUP 3353	5/26/2021	0.00	7,421.23	0.00
122037	Smith Valley Conservation Di	SARONI WEI	5/26/2021	0.00	6,087.63	0.00
122038	NV Energy	PREMOSES 3	5/27/2021	0.00	5,345.23	0.00
PAYROLL		MAY PAYROI	5/31/2021	0.00	44,655.79	0.00
FY21-56		To record EF	5/14/2021	0.00	0.00	(1,968.39)
FY21-57		To record MI	5/28/2021	<u>0.00</u>	<u>0.00</u>	<u>150,000.00</u>
	Total 1100 - Cash in Checking			0.00	126,006.39	148,031.61

Walker River Irrigation District  
Cash Journal - HYTE  
From 5/1/2021 Through 5/31/2021

Provisional

*1200 - Cash in Money Market*

Document Number	Payee/Recipient Name	Transaction Description	Effective Date	Deposits	Disbursements	Adjustments
6990	Bobrick, Ruth	INV 561	5/3/2021	330.00	0.00	0.00
6991	Greenwood Ditch Company	INV 590	5/3/2021	1,329.95	0.00	0.00
6992	United States Board of Wate	INV 585	5/3/2021	6,360.92	0.00	0.00
6993		Account Cre	5/3/2021	703.21	0.00	0.00
6994	Hall Ditch Company	INV 591	5/10/2021	375.64	0.00	0.00
6995	Nichol Merritt Ditch	INV 594	5/10/2021	5,360.25	0.00	0.00
6996	River Simpson Ditch Compar	INV 596	5/14/2021	35.00	0.00	0.00
6998		Inspection F	5/17/2021	50.00	0.00	0.00
6999	Wes Smith	INV 559	5/17/2021	500.00	0.00	0.00
7000		Inspection F	5/25/2021	50.00	0.00	0.00
FY21-57		To record MI	5/28/2021	<u>0.00</u>	<u>0.00</u>	<u>(150,000.00)</u>
Total 1200 - Cash in Money Market				15,094.97	0.00	(150,000.00)
Report Total				<u>15,094.97</u>	<u>126,006.39</u>	<u>(1,968.39)</u>

### Cash & Cash Equivalent Balances for last 5+ years

Provisional

	2016	2017	2018	2019	2020	2021
January	\$ 3,405,153.39	\$ 3,016,780.18	\$ 2,858,050.40	\$ 2,774,664.08	\$ 2,698,995.65	\$ 1,595,797.77
February	\$ 2,772,463.11	\$ 3,092,650.98	\$ 2,819,375.59	\$ 2,608,581.71	\$ 2,653,618.99	\$ 1,649,432.95
March	\$ 3,340,917.01	\$ 3,004,853.41	\$ 2,897,158.39	\$ 2,470,877.11	\$ 2,608,927.11	\$ 1,486,551.79
April	\$ 3,314,014.65	\$ 3,043,750.37	\$ 2,806,487.95	\$ 2,776,243.95	\$ 2,430,849.36	\$ 1,542,452.33
May	\$ 3,432,073.73	\$ 3,200,202.73	\$ 2,767,979.62	\$ 2,758,566.68	\$ 2,347,656.69	\$ 1,668,053.83
June	\$ 3,364,692.85	\$ 3,188,940.52	\$ 2,599,190.15	\$ 2,649,311.61	\$ 2,073,214.01	\$ 1,572,457.67
July	\$ 3,176,338.08	\$ 2,756,720.87	\$ 2,590,156.23	\$ 2,405,243.06	\$ 1,915,363.18	
August	\$ 3,096,231.21	\$ 2,720,184.48	\$ 2,700,238.25	\$ 2,379,564.66	\$ 1,762,583.28	
September	\$ 3,182,881.07	\$ 2,803,493.62	\$ 2,705,200.33	\$ 2,296,206.25	\$ 1,734,127.72	
October	\$ 3,234,901.27	\$ 2,922,859.94	\$ 3,127,469.91	\$ 2,326,691.69	\$ 2,127,177.07	
November	\$ 3,286,277.66	\$ 2,883,991.07	\$ 2,907,664.91	\$ 2,646,079.87	\$ 1,835,973.02	
December	\$ 3,305,895.59	\$ 2,986,981.27	\$ 2,935,083.50	\$ 2,570,577.66	\$ 1,758,426.30	

Provisional

*May 2021 Bills & Payroll*

Check Number	Effective Date	Vendor Name	Check Amount
122003	5/5/2021	AFLAC	\$ 35.70
122004	5/5/2021	Ameritas Life Insurance	\$ 907.60
122005	5/5/2021	Marianne Leinassar	\$ 500.00
122006	5/5/2021	True Value	\$ 238.96
122007	5/5/2021	Pitney Bowes Global	\$ 30.00
122008	5/5/2021	Power Plan	\$ 3,839.71
122009	5/5/2021	Public Employees' Benefits	\$ 870.23
122010	5/5/2021	Purchase Power / Pitney	\$ 352.00
122011	5/5/2021	Quill	\$ 41.94
122012	5/5/2021	NV Energy	\$ 188.19
122013	5/5/2021	Southwest Gas Corporation	\$ 86.74
122014	5/5/2021	Desert Engineering	\$ 1,242.77
122015	5/5/2021	PERS Administrative Fund	\$ 8,179.76
122016	5/12/2021	Giomi, Inc.	\$ 257.90
122017	5/12/2021	AT&T	\$ 155.92
122018	5/12/2021	John Deere Credit	\$ 375.90
122019	5/12/2021	Jim Menesini Petroleum	\$ 39.14
122020	5/12/2021	NV Energy	\$ 36.79
122021	5/12/2021	Wells Fargo Card Services	\$ 2,113.92
122022	5/12/2021	Xerox Financial Services	\$ 235.42
122023	5/12/2021	City of Yerington	\$ 130.25
122024	5/26/2021	Sticks and Stones Buildings	\$ 566.00
122025	5/26/2021	NAPA AUTO & TRUCK	\$ 303.54
122026	5/26/2021	Lyon County Recorder	\$ 37.70
122027	5/26/2021	MF Barcellos	\$ 3,221.89
122028	5/26/2021	Mickey Mutual Ditch Co.	\$ 7.42
122029	5/26/2021	NWRA	\$ 300.00
122030	5/26/2021	O'Reilly Automotive, Inc.	\$ 197.11
122031	5/26/2021	Quill	\$ 137.98
122032	5/26/2021	Alhambra	\$ 39.87
122033	5/26/2021	Standard Insurance	\$ 234.52

Walker River Irrigation District  
Check/Voucher Register - Last Month Bills  
From 5/1/2021 Through 5/31/2021

Provisional

122034	5/26/2021	Vision Service Plan - Nevada	\$	186.05
122035	5/26/2021	Woodburn & Wedge	\$	37,405.59
122036	5/26/2021	HomeTown Health	\$	7,421.23
122037	5/26/2021	Smith Valley Conservation	\$	6,087.63
122038	5/27/2021	NV Energy	\$	5,345.23
PAYROLL		MAY PAYROLL	\$	44,655.79

**Total Bills & Payroll \$ 126,006.39**



2021 Storage Water Leasing Program Transfers

Provisional

TRANSFEROR			River Section				
DATE	USER #	CARD #	AC FT	FROM	TO		
5/4/2021	666	16360	0.8154	East	3733	WBC	0.8154
5/11/2021	120	2770	0.8177	West	3733	WBC	0.8177
5/7/2021	2485	36075	1.1352	West	3733	WBC	2.2708
5/7/2021	2485	36075	1.1356	East	3733	WBC	Main
5/14/2021	2385	36900	1.6676	East	3733	WBC	1.6676
5/4/2021	484	11651	1.1032	East	3733	WBC	8.3536
5/4/2021	484	11654	1.5431	East	3733	WBC	
5/4/2021	484	11655	0.2969	East	3733	WBC	
5/4/2021	484	11659	1.192	East	3733	WBC	
5/4/2021	484	11660	0.6418	East	3733	WBC	
5/4/2021	484	59502	0.7582	East	3733	WBC	
5/4/2021	484	59503	0.024	East	3733	WBC	
5/4/2021	484	59504	1.5368	East	3733	WBC	
5/4/2021	484	59505	0.0853	East	3733	WBC	
5/4/2021	484	59506	0.6916	East	3733	WBC	
5/4/2021	484	59628	0.4807	East	3733	WBC	
5/4/2021	3008	59624	0.5339	East	3733	WBC	0.5339
5/4/2021	2934	59279	0.1232	East	3733	WBC	2.2766
5/4/2021	2934	59488	0.066	East	3733	WBC	
5/4/2021	2934	59489	0.0594	East	3733	WBC	
5/4/2021	2934	59556	2.0262	East	3733	WBC	
5/4/2021	2934	59626	0.0018	East	3733	WBC	
5/4/2021	2449	55962	0.8162	West	3733	WBC	1.5554
5/4/2021	2449	55962	0.7392	East	3733	WBC	
5/4/2021	2777	59219	0.1848	East	3733	WBC	0.1848
5/11/2021	3042	59671	0.1782	East	3733	WBC	0.1782
5/4/2021	2693	46510	0.3918	West	3733	WBC	0.7837
5/4/2021	2693	46540	0.3919	East	3733	WBC	
5/4/2021	2903	59604	0.2036	West	3733	WBC	0.9061
5/4/2021	2903	59604	0.2042	East	3733	WBC	
5/4/2021	2903	59605	0.2491	West	3733	WBC	
5/4/2021	2903	59605	0.2492	East	3733	WBC	
5/14/2021	3736	60432	1.3477	West	3733	WBC	1.3477
5/14/2021	2160	56078	0.2838	West	3733	WBC	1.5037
5/14/2021	2160	56078	0.2552	East	3733	WBC	
5/14/2021	2160	56079	0.275	West	3733	WBC	
5/14/2021	2160	56079	0.2486	East	3733	WBC	
5/14/2021	2160	56080	0.2321	West	3733	WBC	
5/14/2021	2160	56080	0.209	East	3733	WBC	
5/4/2021	3801	60528	11.154	West	3733	WBC	11.154
5/4/2021	2532	48817	0.1584	West	3733	WBC	0.2992
5/4/2021	2532	48817	0.1408	East	3733	WBC	
5/12/2021	2791	59395	0.5687	West	3733	WBC	0.5687



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5/4/2021	2789	59230	0.1199	West	3733	WBC	0.2299
5/4/2021	2789	59230	0.11	East	3733	WBC	
5/4/2021	1299	33910	3.9752	West	3733	WBC	3.9752
5/4/2021	975	24125	13.5916	East	3733	WBC	13.5916
5/4/2021	476	11452	11.0107	West	3733	WBC	11.0107
5/4/2021	1143	28313	20.3698	East	3733	WBC	20.3698
5/4/2021	2749	59239	0.4114	East	3733	WBC	0.4114
5/4/2021	2982	59582	2.1043	West	3733	WBC	4.0205
5/4/2021	2982	59582	1.9162	East	3733	WBC	
5/7/2021	2957	59537	2.3309	West	3733	WBC	4.4649
5/7/2021	2957	59537	2.134	East	3733	WBC	
5/4/2021	588	59521	4.5302	West	3733	WBC	4.5302
5/4/2021	2710	26710	0.1302	West	3733	WBC	0.2604
5/4/2021	2710	26710	0.1302	East	3733	WBC	
5/4/2021	182	60106	0.1177	West	3733	WBC	0.4504
5/4/2021	182	60106	0.1075	East	3733	WBC	
5/4/2021	182	60107	0.1177	West	3733	WBC	
5/4/2021	182	60107	0.1075	East	3733	WBC	
5/4/2021	195	3186	0.414	West	3733	WBC	2.6053
5/4/2021	195	4851	1.6503	West	3733	WBC	
5/4/2021	195	50052	0.53	West	3733	WBC	
5/4/2021	195	60139	0.011	West	3733	WBC	
5/4/2021	3036	60051	7.8144	West	3733	WBC	44.2134
5/4/2021	3036	60051	7.0224	East	3733	WBC	
5/4/2021	3036	60052	15.4726	West	3733	WBC	
5/4/2021	3036	60052	13.904	East	3733	WBC	
5/4/2021	1366	59461	15.8554	East	3733	WBC	15.8554
5/18/2021	2697	52243	4.6222	East	3733	WBC	4.6222
5/6/2021	1893	49440	5.4857	West	3733	WBC	5.4857
5/4/2021	3832	60545	1.9353	West	3733	WBC	3.8712
5/4/2021	3832	60545	1.9359	East	3733	WBC	
5/4/2021	3767	60538	5.3632	East	3733	WBC	5.3632
5/4/2021	3764	59907	0.7359	East	3733	WBC	83.3177
5/4/2021	3764	59908	17.663	East	3733	WBC	
5/4/2021	3764	59909	18.1209	East	3733	WBC	
5/4/2021	3764	59910	12.3947	East	3733	WBC	
5/4/2021	3764	59912	34.4032	East	3733	WBC	
5/4/2021	3753	60430	20.2659	West	3733	WBC	40.5288
5/4/2021	3753	60430	20.2629	East	3733	WBC	
5/4/2021	3756	12627	0.2264	West	3733	WBC	71.6348
5/4/2021	3756	12627	0.2265	East	3733	WBC	
5/4/2021	3756	36806	2.8732	West	3733	WBC	
5/4/2021	3756	36806	2.9602	East	3733	WBC	
5/4/2021	3756	60282	5.9589	West	3733	WBC	
5/4/2021	3756	60282	13.5608	East	3733	WBC	
5/4/2021	3756	60452	23.0867	West	3733	WBC	
5/4/2021	3756	60452	22.7421	East	3733	WBC	

# Provisional

5/4/2021	3758	60454	21.8801	West	3733	WBC	43.757
5/4/2021	3758	60454	21.8769	East	3733	WBC	
5/4/2021	3768	59535	11.3261	West	3733	WBC	30.2006
5/4/2021	3768	59535	11.3244	East	3733	WBC	
5/4/2021	3768	59542	3.7753	West	3733	WBC	
5/4/2021	3768	59542	3.7748	East	3733	WBC	
5/4/2021	3760	60061	2.0717	West	3733	WBC	58.884
5/4/2021	3760	60061	2.0714	East	3733	WBC	
5/4/2021	3760	60062	3.2452	West	3733	WBC	
5/4/2021	3760	60062	3.2448	East	3733	WBC	
5/4/2021	3760	60063	3.042	West	3733	WBC	
5/4/2021	3760	60063	3.0374	East	3733	WBC	
5/4/2021	3760	60064	6.7489	West	3733	WBC	
5/4/2021	3760	60064	6.7479	East	3733	WBC	
5/4/2021	3760	60065	10.3737	West	3733	WBC	
5/4/2021	3760	60065	10.3722	East	3733	WBC	
5/4/2021	3760	60066	4.1976	West	3733	WBC	
5/4/2021	3760	60066	3.7312	East	3733	WBC	
5/4/2021	3772	59141	0.5662	West	3733	WBC	1.2208
5/4/2021	3772	59142	0.6546	West	3733	WBC	
5/4/2021	3732	60423	12.4935	West	3733	WBC	24.9851
5/4/2021	3732	60423	12.4916	East	3733	WBC	
5/4/2021	3734	60426	12.4935	West	3733	WBC	24.9851
5/4/2021	3734	60426	12.4916	East	3733	WBC	
5/4/2021	3759	60456	14.9553	West	3733	WBC	67.9449
5/4/2021	3759	60456	52.9896	East	3733	WBC	
5/4/2021	3071	29263	10.9629	East	3733	WBC	60.9293
5/4/2021	3071	29265	26.0678	West	3737	WBC	
5/4/2021	3071	29265	23.8986	East	3733	WBC	
5/4/2021	3716	60433	2.1428	West	3733	WBC	13.8908
5/4/2021	3716	60434	1.7545	West	3733	WBC	
5/4/2021	3716	60435	1.5279	West	3733	WBC	
5/4/2021	3716	60436	1.4333	West	3733	WBC	
5/4/2021	3716	60437	2.5245	West	3733	WBC	
5/4/2021	3716	60438	4.5078	West	3733	WBC	

702.8274

702.8274

Internal Control Topics:

1. Monthly Payroll Fee for Ditch Companies- *Please see the Hall Ditch Agreement* for an example of current compensation wording
  - a. Some ditch companies do have agreements with WRID (SAB, Joggles, and Hall)
  - b. This could be part of an annual payroll service agreement that is negotiated and signed by the Ditch President at the ditch company annual meetings.
  - c. The monthly fee covers bookkeeper time to complete new hire paperwork, perform payroll services, perform reporting requirements, and invoicing to ditch companies
  
2. Clerical fee for work beyond normal duties
  - a. *There is currently a \$40/hr clerical charge in the approved budget, but it is not defined what that charge can be applied to*
  - b. Propose the hourly charge be applied for document search, usage history search (greater than 5 years), ditch company document searches, etc.
  - c. Propose the hourly charge be applied to scheduling/moderating meetings, agenda preparation, document mailing, minute taking. Each year, ditch companies request WRID staff to schedule meetings, create and mail agendas, moderate the meetings, take minutes, and type/distribute minutes after the meeting. Some ditch companies also request WRID staff print/copy meeting packets.
  
3. Water Card changes
  - a. *This was a recommendation from TCID as well as a topic that has been discussed within WRID*
  - b. Agencies such as Walker Basin Conservancy now have multiple water cards, so when a change is recorded, the Water Rights Specialist spends three to four days' worth of time making the changes.
  - c. WRID proposes to have a minimal charge for each water card change

4. Late fees and interest charge for past due invoices (including Ditch Companies, private individuals, projects, etc.)
  - a. *Instead of writing into the Rules & Regulations, can this be part of the budget approval process?*
  - b. \$5 per month late fee
  - c. 1.25% monthly interest rate assessed on the invoice balance after late fee is added
  - d. Proposed wording to include on all invoices:
    - i. Payment is due within 30 days. Please be aware that past due accounts will be charged a monthly late fee of \$5 and a 1.25% interest fee.
  - e. Proposed internal policy wording:
    - i. Please see attached *Overdue Payment Policy DRAFT*
  
5. Pre-payment of projects and material purchases- *Please see the Advance Payments for WRID Projects DRAFT*
  - a. ½ quoted cost for material + clerical time to request quote, place order and bill customer
  - b. ½ estimated project costs (estimate completed by General Manager and Equipment Foreman to include materials, labor, equipment, etc.)
  
6. Payment plan upon completion of large projects- *Part of the Overdue Payment Policy DRAFT*
  - \$ 1,000-\$ 4,999 monthly installments of \$250
  - \$ 5,000-\$ 9,999 monthly installments of \$350
  - \$10,000-\$14,999 monthly installments of \$450
  - \$15,000+ monthly installments of \$500+
  - If payment plan becomes delinquent, invoice is charged late fee and interest rate on outstanding amount

7. Reserved Assessment Delinquent Fee Schedule

- a. *I re-read NRS 539.683(2)- I think we must follow the Lyon County penalties. The NRS reference is already included in the Reserved Agreement.*

8. Revenue sources TCID suggested- *This can be for discussion only at this time*

- a. \$0.10 fee per page printed or flat rate per document
- b. Email charge of \$0.10 per attached page or flat \$2 for email with no attachment
  - i. This is generally used for agencies/individuals who are not constituents
- c. \$1 per temporary water transfer

## **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 20<sup>th</sup> 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.

### **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.

**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.

**3. Compensation.**

A. Amount of Compensation. In exchange for performing the duties set forth in Section 4, Hall shall pay WRID for any and all costs and expenses, including but not limited to salaries, workers compensation premiums, payroll taxes and employee benefits, incurred by WRID in the employment of any individual or individuals necessary to perform the duties of WRID under this Agreement. Hall shall also reimburse WRID for any and all additional costs or expenses that WRID incurs in performing its duties under this Agreement.

B. Time of Compensation. WRID shall be entitled to direct payment and reimbursement from Hall within fifteen (15) days of submission to Hall of a request for payment and reimbursement accompanied by reasonable written evidence of the basis of the charge for which payment and reimbursement is sought.

**4. Duties of WRID**

A. Distribution and Delivery of Water. WRID shall distribute and deliver water among the users of Hall in proportion to the rights of the individual users of Hall to receive and use water diverted from the East Walker River into the Ditch. WRID may take planting schedules, crop rotation, stock watering concerns and individual preferences of the users of Hall into consideration in distributing and delivering the water, provided, however, that WRID shall not be required to consider any such factors, and all such decisions regarding the distribution and delivery of water shall ultimately be made by WRID in accordance with the rights of individual stockholders to receive delivery water diverted from the East Walker River into the Ditch.

B. Employment of Ditch Rider by WRID and Use of WRID Employees. WRID may, in its sole and absolute discretion, elect to hire, as an employee of and under the direct supervision of WRID, a person or entity to perform any or all of the duties of WRID described herein. Alternatively, WRID may direct, through its own employees and agents, perform any and all of the duties of WRID described herein.

C. Division of Lands Pursuant to Title II of the Lyon County Code. WRID shall review and approve or disapprove all divisions of land maps that involve lands served by or located adjacent to the Ditch in accordance with the provisions of Title II of the Lyon County Code. WRID shall consult with Hall in this process, however, WRID shall be the final authority in deciding to approve or disapprove of any particular division of land map in accordance with Title II of the Lyon County Code.

**5. Duties of Hall.**

A. Title to Ditch, Access Easements, and Diversion Works. During the term of this Agreement, Hall and Hall's individual users, shall maintain good and sufficient title to all physical and incorporeal properties related to the Ditch, including, without limitation, rights-of-way, easements, dams and diversion facilities, headgates, flumes, measuring devices, etc., and all other appurtenances and improvements used to distribute water



**DRAFT-4/27/2021**

**LEASE**

**By and Between**

**WALKER RIVER IRRIGATION DISTRICT,  
a Nevada irrigation district**

**and**

**UNITED STATES  
BOARD OF WATER COMMISSIONERS**

**Effective as of \_\_\_\_\_, 2021**

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**LEASE**

THIS LEASE, made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between WALKER RIVER IRRIGATION DISTRICT, a Nevada irrigation district (“Landlord”), and UNITED STATES BOARD OF WATER COMMISSIONERS, the water master appointed by the United States District Court for the District of Nevada to administer the Walker River Decree (“Tenant”).

**RECITALS**

1. Landlord is a Nevada irrigation district with approximately 80,000 acres of land with appurtenant water rights located within its boundaries in Mason Valley, Smith Valley, and along the East Walker River in Nevada.

2. Tenant is appointed by the United States District Court for the District of Nevada appointed under the Walker River Decree to apportion and distribute the waters of the Walker River, its forks and tributaries in the State of Nevada and in the State of California, including water for storage and stored water, in accordance with the provisions of the Decree.

3. As authorized by the Walker River Decree, Tenant employs the Chief Deputy Water Commissioner and others who have the day-to-day responsibility of apportioning and distributing said waters.

4. The Walker River Decree authorizes Tenant to rent, furnish and maintain an office for its use in the performance of its duties.

5. Landlord has constructed buildings, related improvements and a parking area at 410 N. Main Street, Yerington, Nevada, out of which it performs its functions as an irrigation district for the irrigated lands within its boundaries (the “Landlord Facilities”).

6. Because of their location in the Walker River Basin, the Landlord Facilities are an appropriate and efficient location for Tenant's office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the mutual receipt and legal sufficiency of which the parties hereto hereby acknowledge, Landlord and Tenant hereby agree as follows.

## ARTICLE I

### Premises, Use and Original Term of Lease

**Section 1.1** Landlord hereby demises and leases to Tenant, and Tenant hereby hires and leases from Landlord, for the term and upon the conditions and provisions hereinafter set forth, in an as-is condition approximately 645 square feet of area in that certain building located at 410 N. Main Street, Yerington, Nevada, which area is shown and depicted on Exhibit "A" attached hereto and made a part hereof, and which is hereinafter referred to as the "Premises."

**Section 1.2** The Premises shall be used by Tenant for general office purposes, uses reasonably related thereto, including Tenant's duties as water master, and for no other purpose.

**Section 1.3** Subject to the provisions of Section 1.4, the original term of this Lease shall commence at 12:01 a.m. on the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Commencement Date") and shall end at 11:59 p.m. on \_\_\_\_\_, 20\_.

**Section 1.4** The provisions of Section 1.3 notwithstanding, either Landlord or Tenant may terminate this Lease on \_\_\_\_\_ (\_\_\_\_) months' notice to the other.

## ARTICLE II

### Rent

**Section 2.1** Tenant shall pay to Landlord as rent for the Premises during the term of this Lease, without any prior demand therefor, or any deduction, recoupment, set off or counterclaim whatsoever, the annual rent as provided in Section 2.2.

**Section 2.2** The annual rent for the period from the Commencement Date through the end of the term shall be \$18,000.00 (eighteen thousand dollars and no cents).

**Section 2.3** The annual rent shall be paid in equal monthly installments in advance on or before the first day of each and every calendar month.

**Section 2.4** Each payment of rent will be made to Landlord by Tenant, in good funds, at such place in the United States of America as may be designated in writing by Landlord to the order of Landlord or such other person as Landlord may from time to time specify in writing. Until further notice by Landlord, Tenant shall pay all rent to Landlord c/o Manager, P.O. Box 820, Yerington, Nevada 89447.

### **ARTICLE III**

#### **Common Areas and Services**

**Section 3.1** Tenant may use the outside parking area and areas within the office building in common with Landlord, as shown on Exhibit B, like the boardroom and the ditch rider meeting area, so long as such use does not interfere with Landlord's use thereof.

**Section 3.2** (A) The term "Building Systems" shall mean the systems of the building providing services to the Premises, including, without limitation, the mechanical, gas, steam, electrical, sanitary, HVVAC and plumbing systems of the building.

(B) The term "HVAC" shall mean heating, ventilation and air-conditioning.



**Section 3.3** During the term of the Lease, Landlord shall provide and maintain all Building Systems and HVAC for the building, and water for drinking, cleaning and lavatory purposes, without additional charge to Tenant.

**Section 3.4** Landlord shall also provide all waste removal and janitorial services for the Premises, without additional charge to Tenant.

**Section 3.5** Landlord will provide breakroom supplies and equipment for common use by Landlord's and Tenant's employees, including coffee, creamer, refrigeration/freezer, microwave, coffee and water machines, and plates and utensils, without additional charge to Tenant.

**Section 3.6** During the term of the Lease, Tenant may use Landlord's copy machine without additional charge to Tenant.

**Section 3.7** Landlord shall provide email service to Tenant to the extent necessary for orders for water within the District, without additional charge to Tenant.

**Section 3.8** Tenant shall use electricity in the Premises only in such manner that complies with the requirements of the utility company supplying electricity to the building. Landlord shall provide to the Premises, for Tenant's use, the electrical capacity that services the Premises on the Commencement Date (the "Base Electrical Capacity"). Tenant shall not permit the demand for electricity in the Premises to exceed the Base Electrical Capacity.

**Section 3.9** Landlord shall not be liable to Tenant for any failure or defect in the supply or character of electricity furnished to the building, except to the extent that such failure

or defect results from Landlord's negligence or willful misconduct. Landlord shall not be required to make any installations in the Premises to distribute electricity within the Premises.

**Section 3.10** Landlord shall maintain or repair any installations that exist in the Premises on the Commencement Date that distribute electricity within the Premises.

#### **ARTICLE IV**

##### **Condition and Maintenance of Premises**

**Section 4.1** Tenant shall accept possession of the Premises in the condition that exists on the Commencement Date "as is," and Landlord shall have no obligation to perform any work or make any installations in order to prepare the Premises for Tenant's occupancy.

**Section 4.2** During the entire term of this Lease, Landlord, upon written notice from Tenant of the necessity therefor, shall correct any structural defects in the roof and exterior walls of the building of which the Premises are a part, unless the requirements for maintenance or repair of such items results from the act or neglect of Tenant, its agents, employees or contractors. Landlord will also make all repairs and replacements and perform maintenance in and to the entire Premises and all equipment and fixtures therein or appurtenant thereto, that are necessary or desirable in order to keep the entire Premises in good order, condition and repair, in safe, dry and tenantable condition, and in a condition which is equal in manner, quality and class to the original work and installations.

**Section 4.3** Tenant shall keep and maintain the Premises in a clean, sanitary and safe condition in accordance with applicable law, ordinances, rules, regulations and orders of any lawful authority having jurisdiction affecting the Premises or Tenant's use thereof.

#### **ARTICLE V**

**Alterations and New Construction**

Tenant may not make alterations to or improvements on the Premises, demolish improvements on the Premises, or construct other improvements on the Premises without the prior written consent of Landlord. When seeking Landlord's consent under this section, Tenant shall submit detailed plans to Landlord.

**ARTICLE VI**

**Insurance**

**Section 6.1** At all times during the term of this Lease, Tenant will, at its own cost and expense, keep in force general public liability insurance naming Landlord and Tenant as insureds in the amount of \$1,000,000.00 (one million dollars and no cents), or such greater amount as is customary for a property in Lyon County, Nevada, used for the purposes for which tenant uses the Premises.

**Section 6.2** All insurance required by this Article will insure Landlord and Tenant as their respective interests may appear.

**Section 6.3** All insurance will be with companies rated at least A in Best's Key Rating Index and authorized to do business in the State of Nevada. To the extent obtainable, each policy under which insurance coverage is obtained in order to comply with this section will provide that it may not be cancelled without thirty (30) days' prior written notice to Landlord. If such a provision cannot be obtained, Tenant will, at the request of Landlord, provide Landlord with proof of each premium payment made with regard to each policy when the payment is made.

**Section 6.5** Within thirty (30) days after the Commencement Date and thereafter at least ten (10) days prior to the expiration date of any expiring policy of insurance maintained to

meet the requirements of this Lease, Tenant will furnish Landlord a certificate or memorandum of each policy of insurance maintained to comply with this Article.

**Section 6.6** Landlord and Tenant each waives as to the other and its agents and employees all claims and rights of recovery for any damage to the Premises (whether or not the damage was the fault of Landlord or Tenant or its agents and employees) to the extent, but only to the extent, of any proceeds recoverable under policies of insurance required to be maintained under this Lease (including proceeds of coverage in excess of the minimum amounts required by this Lease). Tenant and Landlord each waives as to its insurers and will use its best efforts to cause each policy of insurance maintained by it which relates to the Premises to include a waiver of any rights or claims against the other by reason of subrogation, assignment or claim, or otherwise.

**Section 6.7** If any type of insurance Tenant is required to maintain ceases to be generally available for properties similar to the Premises, Tenant will not be required to maintain that type of insurance but will maintain the most nearly comparable insurance which is generally available for properties similar to the Premises.

**Section 6.8** Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to Tenant's insurance coverage, shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.

**Section 6.9** In the event that Tenant shall fail promptly to furnish any insurance coverage hereunder required to be procured by Tenant, Landlord, at its sole option, shall have the right to obtain the same and pay the premium therefor for a period not exceeding one (1) year in each instance, and the premium so paid by Landlord together with an amount equal to fifteen

percent (15%) of such premium shall be immediately due and payable by Tenant to Landlord as additional rent.

**Section 6.10** All insurance policies herein required to be procured by Tenant shall be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry.

**Section 6.11** Tenant shall maintain such insurance on its own personal property and equipment as it considers necessary. Tenant shall provide Landlord with written proof of waiver by the Insurance company of all subrogation rights against Landlord under all policies which Tenant maintains covering its personal property and equipment on the Premises, or loss of income from the Premises.

## **ARTICLE VII**

### **Indemnification of Landlord**

Tenant will indemnify Landlord against, and hold Landlord harmless from, (i) any and all claims arising from Tenant's use or management of the Premises or from any work or other things done (other than by Landlord) on the Premises during the term of this Lease; and (ii) all liabilities, costs and expenses, including reasonable attorneys' fees, incurred in connection with any such claim or any action or proceeding brought with regard to any such claim. If any action or proceeding is brought against Landlord by reason of any such claim, Landlord will promptly notify Tenant of the commencement of the action or proceeding and will offer Tenant the opportunity to assume the defense of the action or proceeding.

## **ARTICLE VIII**

### **Damage or Destruction of Premises**

If the building of which the Premises are a part is damaged or destroyed, either in whole or in part, by fire or other casualty, Landlord shall have the option to:

(1) Rebuild or restore said building or other such improvement, which rebuilding or restoration shall be commenced within three (3) months from the event of such casualty, and shall be pursued with reasonable diligence thereafter until such time as such rebuilding or restoration has been completed; or

(2) Terminate this Lease by giving Tenant written notice of its intention to terminate.

If Landlord elects to restore the Premises, then Tenant shall continue to utilize the Premises to the extent that it is practicable to do so from the standpoint of good business practices. All rent shall abate from the time any such damage or destruction occurs until the Premises are restored, unless Tenant continues or resumes doing business thereon, in which event the rent shall be equitably abated in the proportion that the unused part of the Premises bears to the whole thereof; provided, however, nothing in this provision or sentence shall be construed to abate or diminish the payment, and duty to make payment, by Tenant of any other monetary obligations contained in this Lease.

## **ARTICLE IX**

### **Condemnation**

**Section 9.1** If at any time during the term of this Lease any portion of the Premises is taken by any authority by the exercise of any right of eminent domain or in any condemnation proceeding, or by agreement between Landlord and those authorized to exercise such right, Landlord will give Tenant prompt notice of the occurrence, describing the nature and extent of the taking or the nature of the proceedings and negotiations and the nature and extent of the

taking which might result from them, as the case may be. Landlord will receive all awards and other compensation for the taking.

**Section 9.2** If a portion, but not all, of the Premises is taken or condemned, Landlord will promptly make such repairs as are necessary to make the building of which the Premises are a part a whole architectural unit whether or not the cost exceeds the net proceeds of the condemnation award. Any excess will be retained by Landlord.

If a taking reduces the area of the Premises by more than fifty percent (50%), or as a result of the taking Tenant cannot continue to do business on the Premises from the standpoint of good business practices, the taking may, at the election of Tenant, exercised by a notice in writing to Landlord, given within sixty (60) days after legal title to the portion of the Premises passes to the governmental authority, be considered a taking of the entire Premises to which Section 9.3 will apply. There shall be no abatement of rent for any taking which is not considered a taking of the entire Premises.

**Section 9.3** If the entire Premises is taken or condemned, this Lease will terminate as of the date the governmental authority takes possession of the Premises, with the same force and effect as though that were the date specified in Article I.

**Section 9.4** If a governmental authority takes only the right to possession and retains possession of the Premises for a period of six (6) months or less, this Lease will continue in full force and effect without any abatement of rent, and the amounts payable by the governmental authority will be paid to Tenant, and the governmental authority will be considered a sub-tenant of Tenant. If a governmental authority takes only the right to possession of the Premises, but retains possession for more than six (6) months, Tenant will have the option, exercisable by a

notice to Landlord given within seven (7) months after the governmental authority takes possession of the Premises to treat the governmental action to be a taking of the entire Premises to which Section 9.3 will apply. If Tenant does not exercise that option, the governmental action will be treated in the same manner as a taking only of possession for six (6) months or less.

## ARTICLE X

### Assignment, Subleases, Transfers or Encumbrances

**Section 10.1** Neither this Lease nor any interest therein, whether legal or equitable, shall be assigned, alienated, pledged or hypothecated, in whole or in part, voluntarily or by operation of law, nor shall the Premises be sublet, in whole or in part, without the written consent of Landlord having been previously had and obtained. A consent to one assignment, subletting, occupation or use by any other person, shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void and shall be an Event of Default. This Lease shall not, nor shall any interest therein, be assignable, as to the interest of Tenant, by operation of law, without the written consent of Landlord.

**Section 10.2** If this Lease is transferred or assigned in violation of this Article X, or if the Premises or any part thereof be sublet or occupied by any person or entity other than Tenant, whether as a result of any act or omission by Tenant, or by operation of law, or otherwise, then Landlord, whether before or after default by Tenant, may, in addition to and not in diminution of or substitution for, any other rights and remedies under this Lease or pursuant to law to which Landlord may be entitled as a result thereof, collect rent from the transferee, assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such transfer,



assignment, subletting, occupancy or collection shall be deemed a waiver of the covenants contained herein or the acceptance of the transferee, assignee, subtenant, or occupant as the tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant set forth in this Lease.

**Section 10.3** In the event of any transfer of Landlord's interest in the Premises, including a sale or lease, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee; and (b) notice of such sale, transfer or lease shall be delivered to Tenant as required by law.

## **ARTICLE XI**

### **Discharge of Liens**

Tenant will not create or permit to exist any lien or other encumbrance on the Premises resulting from any acts or omissions by Tenant. If as a result of the failure of Tenant to make any payment to a contractor or subcontractor which Tenant is required by this Lease to make, or to make any other payment, a lien is placed upon the Premises, Landlord 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 Landlord does that, Tenant will pay Landlord, promptly on demand as additional rent under this Lease, the entire sum spent by Landlord plus Landlord's reasonable expenses, including reasonable attorneys' fees, in connection with obtaining discharge of the lien.

## **ARTICLE XII**

[INTENTIONALLY OMITTED]

**ARTICLE XIII**

**Default**

**Section 13.1** Subject to the provisions of any applicable law in effect at the time, each of the following events will be an Event of Default under this Lease:

(a) Tenant fails to pay any rent required by Article II or any other charges required to be paid by Tenant when the same shall be due and payable under this Lease;

(b) Tenant fails to perform or comply with any of the other terms, covenants, agreements or conditions contained in this Lease and the failure continues for more than thirty (30) days after Landlord notifies Tenant in writing of the failure, except that if the failure cannot be cured within thirty (30) days, there will not be an Event of Default if within the thirty (30) day period Tenant begins to cure the failure, and thereafter Tenant proceeds diligently to cure it. Provided, however, there shall be no grace period for a failure to perform the duty imposed on Tenant by Section 6.1;

(c) Tenant's unauthorized assignment or subletting of the Premises;

(d) Tenant abandons the Premises (failure to occupy and operate the Premises for forty five (45) consecutive days shall be deemed an abandonment).

**Section 13.2** If there is an Event of Default under this Lease (regardless of the pendency of any proceeding which has or might have the effect of preventing Tenant from complying with the terms of this Lease), Landlord may, at any time while the situation which constitutes an Event of Default continues, terminate this Lease by a notice in writing to Tenant on a date (the "Early Termination Date") specified in the notice (which may be the date the notice is given), without

any right by Tenant to reinstate its rights by paying any rent or other sum which is due or otherwise curing the situation which constituted an Event of Default. On the Early Termination Date, the term of this Lease will terminate as fully and with the same effect as if that were the last day of the term of this Lease, Tenant shall immediately surrender possession of the Premises to Landlord, Tenant will have no further rights under this Lease, and Landlord will immediately become entitled to receive damages from Tenant in accordance with applicable law.

In addition, upon termination of this Lease under this subsection, Landlord will be entitled to recover from Tenant (iii) any cost of repairing the Premises to the condition in which they are required to be kept under this Lease, less any insurance or other proceeds available to Landlord for that purpose, (iv) all rent and other sums due up to the Early Termination Date, and (v) any reasonable costs, including, but not limited to, reasonable attorneys' fees, incurred by Landlord in recovering possession of the Premises.

If any portion of the Premises is sublet or leased by Tenant to others, during the continuance of the situation which constitutes the Event of Default, Landlord may, as Tenant's agent, collect rents due from any sub-tenant and apply those rents to the rent and other sums Tenant is required to pay under this Lease, without in any way affecting Tenant's remaining obligations under this Lease. This agency is being given for security and is hereby declared to be irrevocable.

**Section 13.3** If Landlord terminates this Lease as provided in Section 13.2, Landlord may remove Tenant, all persons claiming under Tenant, and their respective property, from the Premises, and upon thirty (30) days' written notice to Tenant store that property in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, without resort to legal

process (which Tenant expressly waives) and without being deemed guilty of trespass or becoming liable for any resulting loss, damage or injury. If after thirty (30) days Tenant has failed to reclaim the personal property being stored by Landlord, Landlord shall have the right to sell such personal property and apply the proceeds to mitigate damages.

**Section 13.4** Tenant waives, for itself and all persons claiming under or through it, all rights under present or future law to redeem any portion of the Premises or otherwise reinstate this Lease if the term of this Lease is terminated.

**Section 13.5** The remedies in this Article XIII are intended to be cumulative. No remedy made available to Landlord in this Article XIII is intended to preclude Landlord from using any other remedy provided in this Lease or by law.

**Section 13.6** Any damage or loss of rent sustained by Landlord may be recovered by Landlord, at Landlord's option, as said loss of rents or damages shall accrue, or at Landlord's option, in a single proceeding deferred until the expiration of the original term of this Lease (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the original date of expiration of said term).

## **ARTICLE XIV**

### **End of Term**

**Section 14.1** Upon the expiration or sooner termination of the term of this Lease, Tenant shall quit and surrender to Landlord the Premises, in the condition in which they are required to be kept under this Lease and shall surrender to Landlord all keys to or for the Premises. Tenant, at its expense, shall promptly remove all personal property of Tenant, repair all damage to the Premises caused by such removal, and restore the Premises to the condition

which existed prior to the installation of the property so removed. Any personal property of Tenant not removed within ten (10) days following the expiration or earlier termination of the Lease shall be deemed to have been abandoned by Tenant and to have become the property of Landlord, and may be retained or disposed of by Landlord, as Landlord shall desire. Tenant's obligation to observe or perform the covenants set forth in this section shall survive the termination of this Lease.

**Section 14.2** If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, at Landlord's option, (a) Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, at double the monthly rent and other charges in effect during the last year immediately preceding such holdover and otherwise subject to all of the terms and conditions of this Lease, or (b) Landlord may exercise any other remedies it has under this Lease or at law or in equity, including an action for wrongfully holding over. No payment by Tenant or receipt by Landlord of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of rent or any other amounts owed to Landlord be deemed to effect or evidence an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the rent or other amount owed or to pursue any other remedy provided in this Lease.

## **ARTICLE XV**

### **Miscellaneous**

**Section 15.1** Whenever the approval or consent of Landlord is required for any purpose under this Lease, that approval or consent may be given or withheld by Landlord in its sole and

absolute discretion. Without limiting the foregoing, if any approval or consent is requested by either party, unless the consenting party notifies the requesting party within sixty (60) 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 15.2** The rights and privileges of Landlord under this Lease will be cumulative, and no one of them will preclude Landlord from taking advantage of any other of them, nor will they preclude Landlord from taking advantage of any granted by law.

**Section 15.3** This Lease will be governed by, and construed under, the laws of the State of Nevada.

**Section 15.4** The term “Landlord” as used in this Lease means the owner of the fee interest in the Premises.

**Section 15.5** All notices and other communications required or permitted to be given by Landlord or Tenant must be in writing and will be deemed given on the day when delivered in person or on the third business day after the day on which mailed from within the United States of America by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

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

If to Tenant: United States Board of Water Commissioners  
Attn: Chief Deputy Commissioner  
410 N Main Street  
Yerington, Nevada 89447

Or to such other place as Landlord or Tenant may from time to time designate in a written notice to the other.

**Section 15.6** This Lease contains the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties, or representations, oral or written, express or implied, between them other than as herein set forth. No change or modification of this Lease or of any of the provisions hereof shall be valid or effective unless the same is in writing and signed by the parties hereto. No alleged or contended waiver of any of the provisions of this Lease shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

**Section 15.7** Subject to the provisions concerning assignment, this Lease is binding upon and inures to the benefit of the heirs, successors and assigns of Landlord and Tenant.

**Section 15.8** Landlord hereunder shall have the right to freely assign this Lease without notice to or the consent of Tenant, and upon such assignment shall be relieved of all of its obligations hereunder.

**Section 15.9** No failure by Landlord to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by Tenant, and no failure by Landlord to exercise any right or remedy available upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Lease, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation.

**Section 15.10** Except as expressly provided in this Lease, each requirement that a sum be paid or an act performed by a specified date is an essential term of this Lease.

**Section 15.11** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

**Section 15.12** Neither this Lease nor any memorandum hereof may be recorded without the express written consent of Landlord.

**Section 15.13** In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover the fees of its attorneys, costs of experts, deposition costs and other costs of suit, in such action or proceeding, including costs of appeal, if any. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions contained herein, Tenant agrees to pay all such attorneys' fees reasonably incurred.

**Section 15.14** Tenant hereby agrees that it will, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protections, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Landlord. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Premises due to Tenant's use and occupancy thereof, Tenant, at its expense, shall be obligated to clean the Premises to the satisfaction of Landlord and any governmental body having jurisdiction thereover. Tenant shall not bring into the Premises any hazardous materials or toxic chemicals, substances, mixtures, wastes, contaminants or pollutants within the meaning of any Environmental Laws. Tenant agrees to indemnify, defend and hold



harmless Landlord from and against any and all claims that are asserted against or incurred by Landlord as a result of the presence at, on or under the Premises of any Hazardous Material.

The term “Environmental Laws” shall include, without limitation, the Clean Air Act, 42 U.S.C. §7401, *et. seq.*; the Clean Water Act, 33 U.S.C. §1251, *et. seq.*; and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. §136, *et. seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401, *et. seq.*; the National Environmental Policy Act, 42 U.S.C. §4231, *et. seq.*; the Noise Control Act, 42 U.S.C. §4901, *et. seq.*; the Occupational Safety and Health Act, 29 U.S.C. §651, *et seq.*; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §6901, *et. seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f, *et. seq.*; the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601, *et. seq.*, as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community right-to-Know Act; the Toxic Substance Control Act (“TSCA”), 15 U.S.C. §2601, *et. seq.*; and the Atomic Energy Act, 42 U.S.C. §2011, *et. seq.*; all as may be amended, with implementing regulations and guidelines. Environmental laws shall also include all state, regional, county, municipal and other local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

The term “Hazardous Materials” shall include, without limitation, any hazardous substance, pollutant or contaminant regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel; pesticides regulated under FIFRA; asbestos, polychlorinated biphenyls, and other substances regulated

under TSCA; source material, special nuclear material, and by product materials regulated under the Atomic Energy Act; and industrial process and pollution control wastes to the extent regulated under applicable environmental laws.

The term "Claim" shall include, without limitation, any demand, cause of action, proceedings, or suit for damages (actual or punitive), injuries to persons or property, damages to natural resources, fines, penalties, interest, losses, or the costs of site investigations, feasibility studies, information requests, health assessments, contribution, settlement, actions to correct, remove, remedies, response to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the release of a Hazardous Material, or enforcing insurance, contribution, or indemnification agreements.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

**LANDLORD:**

WALKER RIVER IRRIGATION DISTRICT

By: \_\_\_\_\_

Its: General Manager

**TENANT:**

UNITED STATES BOARD OF WATER COMMISSIONERS

By: \_\_\_\_\_

Its: \_\_\_\_\_

Provisional

Exclusive Area

EXHIBIT A

Common Area

EXHIBIT 'B'

