

**Durham Irrigation District Board of Directors
Board Meeting**

**May 17, 2023 - 5:30 PM
(Rescheduled from May 16, 2023)**

AGENDA

COPIES OF THIS AGENDA AVAILABLE FROM:

Durham Irrigation District Office or Online at www.didwater.org

- *The Board of Directors is committed to making its meetings accessible to all citizens. Any person requiring special accommodation to participate is requested to contact the District Office at 530-343-1594 at least 48 hours in advance of the meeting.*
- *The Board of Directors or its Chair, pursuant to Government Code section 54954.3, reserve the right to impose reasonable regulations governing public participation on agenda and non-agenda items, including limiting the total amount of time allocated to public testimony on particular issues and for each individual speaker.*
- **Starred items (*) indicate materials in the agenda packet.**

Originally Posted: 11:00 AM, May 12, 2023 at 9418-C Midway, Durham, CA 95938 and www.didwater.org.

Reposted: 10:30 am, May 15, 2023 at 9418-C Midway, Durham, CA 95938 and www.didwater.org

Board of Directors:

Matt Doyle, Chair
Raymond Cooper, Director
Kevin Phillips, Director

District Staff:

Mike Butler, Water Operator
Jeannie Trizzino, Administrative Assistant

AGENDA ITEMS:

1 CALL TO ORDER

- 1.1 Roll Call/Establishment of Quorum
- 1.2 Introduction of Guests

2 CLOSED SESSION – ANTICIPATED LITIGATION (Government Code §54956.9(d)(2) or (d)(3))

- 2.1 Significant exposure to litigation; one potential case.

3 PUBLIC COMMENT

Members of the public wishing to address the Board on items not listed on the Agenda:

The Durham Irrigation District Board of Directors may take official action only on items included in the posted agenda for a specific scheduled meeting. Items addressed during the Public Comment section are generally matters not included on the agenda and therefore, the Board will not take action at this scheduled meeting. However, such items may be put on the agenda for a future meeting. The public shall have the opportunity to address items that are on the posted agenda. Speakers shall be limited to three minutes each.

4 PRESENTATIONS

All Items Informational/Possible Action

5 CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and will be enacted by one motion unless an item is removed. Resolutions will be read by title only. There will be no separate

discussion of these items unless members of the Board, or persons in the audience, request specific items to be removed from the Consent Agenda to the Regular Agenda for separate discussion, prior to the time the Board votes on the motion to adopt the Consent Agenda. If any item(s) are removed from the Consent Agenda, the item(s) will be considered immediately following action on the Consent Agenda.

Action Requested: That the Board of Directors approve the following Consent Agenda items.

- 5.1 Monthly Financial Report for April 2023, including:
 - 5.1.1 * Balance Sheet
 - 5.1.2 * Profit & Loss Statement
 - 5.1.3 * Previous Year Comparison
 - 5.1.4 * General Ledger
 - 5.1.5 * Board Recap, Water Sales and AR Aging Report
- 5.2 * Approval of the Warrant Sheet from April 18, 2023 to May 15, 2023, including payments, deposits, and transaction adjustments.
- 5.3 * Approval of the minutes for the April 18, 2023 **Regular** Board Meeting.

6 REGULAR AGENDA

- 6.1 Items Removed from Consent Agenda

7 CORRESPONDENCE

All Items Informational/Possible Action/Direction

- 7.1 * 2022 Consumer Confidence Report – for information only

8 WATER OPERATIONS BUSINESS

- 8.1 Ongoing/New Business
All Items Informational/Possible Action/Direction
- 8.2 * Review of Water Operator Log for April 2023 (Operator Mike Butler)
- 8.3 * Monthly Work Order Status Report through May 15, 2023

9 GENERAL BUSINESS

- 9.1 District Activities and Status Report from District Engineer.
(All Items Informational/Possible Action/Direction)
 - 9.1.1 Capital Improvement Plan Update
 - 9.1.2 District Funding Options Update
 - 9.1.3 Update: USBR Grant Funded Meter Replacement and Lead Service Laterals Assessment Project
 - 9.1.4 Update: Easement Agreement between DID and DUSD for connections along east side of Durham Dayton Highway.
 - 9.1.5 * Domestic Well Agreement between DID and Kyle and Shanna Brock
Action Requested: Board approval of Well Agreement under which DID would not object to Brock seeking other authorizations and permits to construct a groundwater well for limited/emergency use on the Brock property under DID's boundaries.

- 9.2 Development Projects. Review status of development projects' activities.
 - 9.2.1 No development project updates.
- 9.3 * Request for Proposal – Legal Services – proposals due by May 30, 2023
- 9.4 * Memorandum to Board (05.10.2023) Interim District Fiscal Officer
Action Requested: Board guidance on interim fiscal officer.
- 9.5 * Regional Government Services Agreement (04.26.2023) EDD
Action Requested: Board approval for staff to negotiate not-to-exceed agreement for \$5,000 to resolve ongoing EDD and payroll issues
- 9.6 Update on Accounts Receivable Status.
Action Requested: Update from staff on collections status.
- 9.7 Policy and Procedure Manual Updates.
 - 9.7.1 Introduction (Doyle)
 - 9.7.2 Water Rates, Operating fees, and Billing Procedure (Phillips)

10 ATTORNEY REPORT

- 10.1 Updates from Legal Counsel not discussed under other Agenda Items
See Closed Session Items in Section 13.
- 10.2 Updates on Vina GSA Fee allocation

11 VINA GSA

(All Items Informational/Possible Action/Direction)

See Vina GSA Calendar online here: <https://www.vinagsa.org/calendar>

- 11.1 Vina GSA SHAC Meetings
- 11.2 Vina GSA Board Meetings
- 11.3 Vina GSA/RCRD GSA Board Meetings

12 DIRECTORS' COMMENTS:

Opportunity for Board comments on items not listed on the agenda.

13 CLOSED SESSION – if needed

- 13.1 Conference with counsel on litigation in the matter of *AquAlliance, et al. v. Vina GSA, et al.*

14 ADJOURNMENT

Adjourn to the next Regular Board Meeting, June 8, 2023.

Please note that the June 2023 Board Meeting date has been changed.

Attachments

Durham Irrigation District

5.1.1

Balance Sheet

As of April 30, 2023

Apr 30, 23

ASSETS

Current Assets

Checking/Savings

Current Assets

Cash	25,846.82
Cash on Hand	100.00
Development Fees	36,660.24
Savings	14,380.79
California CLASS	185,264.14

Total Current Assets	262,251.99
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Total Checking/Savings	262,251.99
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Total Current Assets	262,251.99
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Fixed Assets

CAPITAL ASSETS

Depreciable Assets

Equipment	44,352.70
Mains	623,540.00
Pumps	172,575.00
Structures	16,084.00
Wells	127,486.00
Less Accum. Dep'n	-434,456.00

Total Depreciable Assets	549,581.70
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Total CAPITAL ASSETS	549,581.70
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Non-Depreciable Assets

Land	20,331.00
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Total Non-Depreciable Assets	20,331.00
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Total Fixed Assets	569,912.70
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TOTAL ASSETS	832,164.69
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LIABILITIES & EQUITY

Equity

NET POSITION

Net Investment in Capital Asset	566,549.00
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Total NET POSITION	566,549.00
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Unrestricted Net Assets	329,892.09
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Net Income	-64,276.40
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Total Equity	832,164.69
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TOTAL LIABILITIES & EQUITY	832,164.69
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5.1.2

Durham Irrigation District
Profit & Loss
January through April 2023

	Jan 23	Feb 23	Mar 23	Apr 23	TOTAL
Ordinary Income/Expense					
Income					
Water Sales Income					
OPERATING REVENUES					
Demand Fees	0.00	0.00	60.00	0.00	60.00
Meter Sales	0.00	1,300.00	1,300.00	0.00	2,600.00
Water Sales	30,527.77	18,553.94	22,799.91	19,158.74	91,040.36
Total OPERATING REVENUES	30,527.77	19,853.94	24,159.91	19,158.74	93,700.36
Total Water Sales Income	30,527.77	19,853.94	24,159.91	19,158.74	93,700.36
Total Income	30,527.77	19,853.94	24,159.91	19,158.74	93,700.36
Expense					
Contract Services					
Accounting Fees	850.00	649.73	6,481.25	1,175.00	9,155.98
Engineering Support	6,972.50	6,922.50	5,810.50	5,155.00	24,860.50
Legal Fees	2,160.00	13,893.06	6,689.50	9,763.00	32,505.56
Management & Administration	0.00	1,818.75	0.00	1,275.00	3,093.75
Total Contract Services	9,982.50	23,284.04	18,981.25	17,368.00	69,615.79
OPERATING EXPENSES					
Administration					
Board Stipends	300.00	400.00	800.00	500.00	2,000.00
District Wages, Taxes, Insur.					
Insurance	1,190.86	0.00	0.00	0.00	1,190.86
Payroll Service Fees	298.20	123.20	134.40	134.40	690.20
Payroll Tax Expense	302.55	459.13	248.21	258.12	1,268.01
Wages	2,597.00	3,941.00	3,003.00	3,374.00	12,915.00
Total District Wages, Taxes, Insur.	4,388.61	4,523.33	3,385.61	3,766.52	16,064.07
Fees, Dues, Memberships	4,990.58	0.00	0.00	454.94	5,445.52
Office Expense					
Postage	800.00	200.00	200.00	464.35	1,664.35
Software	0.00	137.50	0.00	0.00	137.50
Supplies	306.66	823.55	213.06	0.00	1,343.27
Website Hosting	75.00	75.00	75.00	75.00	300.00
Total Office Expense	1,181.66	1,236.05	488.06	539.35	3,445.12
Rent	650.00	821.33	650.00	650.00	2,771.33
Software Fees	130.00	70.00	250.00	130.00	580.00
Utilities					
Garbage	124.16	133.75	133.75	133.75	525.41
Gas & Electric	4,204.73	3,856.03	3,914.50	3,786.23	15,761.49
Telephone/Internet	200.76	344.52	200.76	199.77	945.81
Total Utilities	4,529.65	4,334.30	4,249.01	4,119.75	17,232.71
Water System Maint,Repair,Repl					
Regular Operations & Maint					
O & M Supplies	2,472.82	2,309.79	2,948.74	8,150.97	15,882.32
Water Testing Fees	0.00	471.92	246.48	323.70	1,042.10
Weed Management	800.00	800.00	2,000.00	800.00	4,400.00

Durham Irrigation District
Profit & Loss
January through April 2023

	Jan 23	Feb 23	Mar 23	Apr 23	TOTAL
Total Regular Operations & Maint	3,272.82	3,581.71	5,195.22	9,274.67	21,324.42
Water System Repair & Repl.+					
Repairs	0.00	760.00	6,949.79	0.00	7,709.79
Water Operator	3,378.28	3,378.28	3,378.28	3,378.28	13,513.12
Total Water System Repair & Repl.+	3,378.28	4,138.28	10,328.07	3,378.28	21,222.91
Total Water System Maint,Repair,Repl	6,651.10	7,719.99	15,523.29	12,652.95	42,547.33
Total Administration	22,821.60	19,105.00	25,345.97	22,813.51	90,086.08
Bank Service Charges	345.48	314.17	241.02	237.72	1,138.39
Total OPERATING EXPENSES	23,167.08	19,419.17	25,586.99	23,051.23	91,224.47
Total Expense	33,149.58	42,703.21	44,568.24	40,419.23	160,840.26
Net Ordinary Income	-2,621.81	-22,849.27	-20,408.33	-21,260.49	-67,139.90
Other Income/Expense					
Other Income					
NON-OPERATING REVENUE					
Interest Income	699.54	661.38	743.79	758.79	2,863.50
Total NON-OPERATING REVENUE	699.54	661.38	743.79	758.79	2,863.50
Total Other Income	699.54	661.38	743.79	758.79	2,863.50
Net Other Income	699.54	661.38	743.79	758.79	2,863.50
Net Income	-1,922.27	-22,187.89	-19,664.54	-20,501.70	-64,276.40

Profit & Loss

January through April 2023

TOTAL				
	Jan - Apr 23	Jan - Apr 22	\$ Change	% Change
Ordinary Income/Expense				
Income				
Water Sales Income				
OPERATING REVENUES				
Demand Fees	60.00	120.00	-60.00	-50.0%
Meter Sales	2,600.00	0.00	2,600.00	100.0%
Water Sales	91,040.36	121,986.68	-30,946.32	-25.37%
Total OPERATING REVENUES	93,700.36	122,106.68	-28,406.32	-23.26%
Total Water Sales Income	93,700.36	122,106.68	-28,406.32	-23.26%
Total Income	93,700.36	122,106.68	-28,406.32	-23.26%
Expense				
Contract Services				
Accounting Fees	9,155.98	7,814.75	1,341.23	17.16%
Engineering Support	24,860.50	5,090.00	19,770.50	388.42%
Legal Fees	32,505.56	9,768.60	22,736.96	232.76%
Management & Administration	3,093.75	0.00	3,093.75	100.0%
Total Contract Services	69,615.79	22,673.35	46,942.44	207.04%
OPERATING EXPENSES				
Administration				
Board Stipends	2,000.00	1,500.00	500.00	33.33%
Contract Services	0.00	1,095.62	-1,095.62	-100.0%
District Wages, Taxes, Insur.				
Insurance	1,190.86	1,191.73	-0.87	-0.07%
Payroll Service Fees	690.20	616.16	74.04	12.02%
Payroll Tax Expense	1,268.01	627.60	640.41	102.04%
Wages	12,915.00	7,667.00	5,248.00	68.45%
Total District Wages, Taxes, Insur.	16,064.07	10,102.49	5,961.58	59.01%
Fees, Dues, Memberships	5,445.52	3,909.79	1,535.73	39.28%
Office Expense				
Meals	0.00	26.04	-26.04	-100.0%
Postage	1,664.35	706.02	958.33	135.74%
Software	137.50	0.00	137.50	100.0%
Supplies	1,343.27	371.28	971.99	261.79%
Website Hosting	300.00	300.00	0.00	0.0%
Total Office Expense	3,445.12	1,403.34	2,041.78	145.49%
Rent	2,771.33	1,906.02	865.31	45.4%
Software Fees	580.00	520.00	60.00	11.54%
Utilities				
Garbage	525.41	490.54	34.87	7.11%
Gas & Electric	15,761.49	16,068.27	-306.78	-1.91%
Telephone/Internet	945.81	862.61	83.20	9.65%
Total Utilities	17,232.71	17,421.42	-188.71	-1.08%
Water System Maint,Repair,Repl				
Regular Operations & Maint				

Durham Irrigation District
Profit & Loss
January through April 2023

TOTAL				
	Jan - Apr 23	Jan - Apr 22	\$ Change	% Change
O & M Supplies	15,882.32	5,636.89	10,245.43	181.76%
Water Testing Fees	1,042.10	904.60	137.50	15.2%
Weed Management	4,400.00	3,200.00	1,200.00	37.5%
Total Regular Operations & Maint	21,324.42	9,741.49	11,582.93	118.9%
Water System Repair & Repl.+				
Repairs	7,709.79	6,917.22	792.57	11.46%
Contractor	0.00	22,000.09	-22,000.09	-100.0%
Water Operator	13,513.12	12,560.00	953.12	7.59%
Total Water System Repair & Repl.+	21,222.91	41,477.31	-20,254.40	-48.83%
Total Water System Maint,Repair,Repl	42,547.33	51,218.80	-8,671.47	-16.93%
Total Administration	90,086.08	89,077.48	1,008.60	1.13%
Bank Service Charges	1,138.39	999.48	138.91	13.9%
Total OPERATING EXPENSES	91,224.47	90,076.96	1,147.51	1.27%
Total Expense	160,840.26	112,750.31	48,089.95	42.65%
Net Ordinary Income	-67,139.90	9,356.37	-76,496.27	-817.59%
Other Income/Expense				
Other Income				
NON-OPERATING REVENUE				
Interest Income	2,863.50	0.47	2,863.03	609,155.32%
Total NON-OPERATING REVENUE	2,863.50	0.47	2,863.03	609,155.32%
Total Other Income	2,863.50	0.47	2,863.03	609,155.32%
Other Expense				
Special District Projects				
Expenses				
Agency Fees	0.00	431.95	-431.95	-100.0%
Development Project Fees	0.00	1,847.50	-1,847.50	-100.0%
Total Expenses	0.00	2,279.45	-2,279.45	-100.0%
Total Special District Projects	0.00	2,279.45	-2,279.45	-100.0%
Total Other Expense	0.00	2,279.45	-2,279.45	-100.0%
Net Other Income	2,863.50	-2,278.98	5,142.48	225.65%
Net Income	-64,276.40	7,077.39	-71,353.79	-1,008.19%

Durham Irrigation District
General Ledger
As of April 30, 2023

Date	Num	Name	Memo	Paid Amount	Balance
Current Assets					282,753.69
Cash					47,107.31
04/03/2023		Deposit	Deposit	40.00	47,147.31
04/03/2023		Postalia		-200.00	46,947.31
04/03/2023		Bank Charge		-237.72	46,709.59
04/06/2023		Deposit	Deposit	104.62	46,814.21
04/06/2023		Wages		-1,272.80	45,541.41
04/07/2023		Deposit	Deposit	285.45	45,826.86
04/07/2023		Paychex		-67.20	45,759.66
04/07/2023		Payroll Taxes		-565.87	45,193.79
04/10/2023		Deposit	Deposit	4,195.79	49,389.58
04/10/2023		Deposit	Deposit	2,578.59	51,968.17
04/10/2023		Deposit	Deposit	225.39	52,193.56
04/10/2023		Deposit	Deposit	151.79	52,345.35
04/10/2023		Deposit	Deposit	143.27	52,488.62
04/11/2023		Deposit	Deposit	61.41	52,550.03
04/12/2023		Deposit	Deposit	403.39	52,953.42
04/13/2023		Deposit	Deposit	1,541.33	54,494.75
04/13/2023		Deposit	Deposit	689.43	55,184.18
04/13/2023		Deposit	Deposit	0.50	55,184.68
04/13/2023		Deposit	Deposit	179.10	55,363.78
04/14/2023		Deposit	Deposit	103.37	55,467.15
04/17/2023		Deposit	Deposit	250.96	55,718.11
04/17/2023		Deposit	Deposit	162.37	55,880.48
04/17/2023		Deposit	Deposit	22.97	55,903.45
04/18/2023	9861	Kevin Phillips	Apr 2023	-100.00	55,803.45
04/18/2023	9862	James M. Doyle	Apr 2023	-100.00	55,703.45
04/18/2023	9863	Raymond Cooper	Apr 2023	-300.00	55,403.45
04/18/2023	9864	JC Hernandez Maintenance	Mar 2023 alley clean-up	-800.00	54,603.45
04/18/2023	9865	Pace Analytical Services L...	colilert/coliform testing	-323.70	54,279.75
04/18/2023	9866	Sierra Water Utility	chlorine/parts/labor	-1,584.94	52,694.81
04/18/2023	9867	Tozier's True Value Hardw...	late fee	-2.05	52,692.76
04/18/2023	9868	Ferguson Waterworks	parts - Goodspeed/FL ...	-6,566.03	46,126.73
04/18/2023	9869	Camp & McLaughlin	Apr 2023 rent	-650.00	45,476.73
04/18/2023		Comcast		-199.77	45,276.96
04/18/2023	9860	PG & E		-3,786.23	41,490.73
04/18/2023	9870	Recology		-133.75	41,356.98
04/18/2023	9871	Sequoyah		-130.00	41,226.98
04/18/2023	9872	Streamline		-75.00	41,151.98
04/18/2023	9873	FP Mailing Solutions		-64.35	41,087.63
04/18/2023	9874	Northstar Engineering	USBR engineering, su...	-4,715.00	36,372.63
04/18/2023	9875	Horton McNulty & Saetern...	2021 financial report	-675.00	35,697.63
04/18/2023	9876	Luhdorff Scalmanini Consu...	water CIP implementati...	-440.00	35,257.63
04/18/2023	9881	Minasian Law LLP		-9,763.00	25,494.63
04/18/2023	9877	Nicole Lee Johnasson	litigation	-1,275.00	24,219.63
04/18/2023	9878	Sheryl Bosman	bookkeeping	-500.00	23,719.63
04/18/2023	9879	Sierra Water Utility		-3,378.28	20,341.35
04/18/2023	9880	Butte County Air Quality M...		-452.89	19,888.46
04/18/2023		Deposit	Deposit	29.15	19,917.61
04/19/2023		Deposit	Deposit	346.74	20,264.35
04/19/2023		Postalia		-200.00	20,064.35
04/20/2023		Deposit	Deposit	134.45	20,198.80
04/20/2023		Deposit	Deposit	2,540.50	22,739.30
04/20/2023		Deposit	Deposit	1,834.50	24,573.80
04/20/2023		Deposit	Deposit	1,114.47	25,688.27
04/20/2023		Deposit	Deposit	238.01	25,926.28
04/21/2023		Wages		-1,241.29	24,684.99
04/21/2023		Deposit	Deposit	117.46	24,802.45
04/21/2023		Paychex		-67.20	24,735.25
04/21/2023		Payroll Taxes		-552.16	24,183.09
04/24/2023		Deposit	Deposit	199.33	24,382.42
04/24/2023		Deposit	Deposit	47.79	24,430.21
04/24/2023		Deposit	Deposit	40.00	24,470.21
04/25/2023		Deposit	Deposit	94.77	24,564.98
04/26/2023		Deposit	Deposit	108.82	24,673.80
04/27/2023		Deposit	Deposit	1,145.66	25,819.46
04/28/2023		Deposit	Deposit	27.36	25,846.82

Durham Irrigation District
General Ledger
As of April 30, 2023

Date	Num	Name	Memo	Paid Amount	Balance
Total Cash				-21,260.49	25,846.82
Cash on Hand					100.00
Total Cash on Hand					100.00
Development Fees					36,660.24
Total Development Fees					36,660.24
Savings					14,380.67
04/28/2023	Deposit	Deposit		0.12	14,380.79
Total Savings				0.12	14,380.79
California CLASS					184,505.47
04/28/2023	Deposit	Deposit		758.67	185,264.14
Total California CLASS				758.67	185,264.14
Total Current Assets				-20,501.70	262,251.99
CAPITAL ASSETS					549,581.70
Depreciable Assets					549,581.70
Equipment					44,352.70
Total Equipment					44,352.70
Mains					623,540.00
Total Mains					623,540.00
Pumps					172,575.00
Total Pumps					172,575.00
Structures					16,084.00
Total Structures					16,084.00
Wells					127,486.00
Total Wells					127,486.00
Less Accum. Dep'n					-434,456.00
Total Less Accum. Dep'n					-434,456.00
Total Depreciable Assets					549,581.70
Total CAPITAL ASSETS					549,581.70
Non-Depreciable Assets					20,331.00
Land					20,331.00
Total Land					20,331.00
Total Non-Depreciable Assets					20,331.00
NET POSITION					-566,549.00
Net Investment in Capital Asset					-566,549.00
Total Net Investment in Capital Asset					-566,549.00
Total NET POSITION					-566,549.00
Unrestricted Net Assets					-329,892.09
Total Unrestricted Net Assets					-329,892.09
Water Sales Income					-74,541.62
OPERATING REVENUES					-74,541.62
Demand Fees					-60.00
Total Demand Fees					-60.00
Meter Sales					-2,600.00
Total Meter Sales					-2,600.00
Water Sales					-71,881.62
04/03/2023	Deposit	Deposit		-40.00	-71,921.62
04/06/2023	Deposit	Deposit		-104.62	-72,026.24
04/07/2023	Deposit	Deposit		-285.45	-72,311.69
04/10/2023	Deposit	Deposit		-4,195.79	-76,507.48

Durham Irrigation District
General Ledger
As of April 30, 2023

Date	Num	Name	Memo	Paid Amount	Balance
04/10/2023		Deposit	Deposit	-2,578.59	-79,086.07
04/10/2023		Deposit	Deposit	-225.39	-79,311.46
04/10/2023		Deposit	Deposit	-151.79	-79,463.25
04/10/2023		Deposit	Deposit	-143.27	-79,606.52
04/11/2023		Deposit	Deposit	-61.41	-79,667.93
04/12/2023		Deposit	Deposit	-403.39	-80,071.32
04/13/2023		Deposit	Deposit	-1,541.33	-81,612.65
04/13/2023		Deposit	Deposit	-689.43	-82,302.08
04/13/2023		Deposit	Deposit	-0.50	-82,302.58
04/13/2023		Deposit	Deposit	-179.10	-82,481.68
04/14/2023		Deposit	Deposit	-103.37	-82,585.05
04/17/2023		Deposit	Deposit	-250.96	-82,836.01
04/17/2023		Deposit	Deposit	-162.37	-82,998.38
04/17/2023		Deposit	Deposit	-22.97	-83,021.35
04/18/2023		Deposit	Deposit	-29.15	-83,050.50
04/19/2023		Deposit	Deposit	-346.74	-83,397.24
04/20/2023		Deposit	Deposit	-134.45	-83,531.69
04/20/2023		Deposit	Deposit	-2,540.50	-86,072.19
04/20/2023		Deposit	Deposit	-1,834.50	-87,906.69
04/20/2023		Deposit	Deposit	-1,114.47	-89,021.16
04/20/2023		Deposit	Deposit	-238.01	-89,259.17
04/21/2023		Deposit	Deposit	-117.46	-89,376.63
04/24/2023		Deposit	Deposit	-199.33	-89,575.96
04/24/2023		Deposit	Deposit	-47.79	-89,623.75
04/24/2023		Deposit	Deposit	-40.00	-89,663.75
04/25/2023		Deposit	Deposit	-94.77	-89,758.52
04/26/2023		Deposit	Deposit	-108.82	-89,867.34
04/27/2023		Deposit	Deposit	-1,145.66	-91,013.00
04/28/2023		Deposit	Deposit	-27.36	-91,040.36
Total Water Sales				-19,158.74	-91,040.36
Total OPERATING REVENUES				-19,158.74	-93,700.36
Total Water Sales Income				-19,158.74	-93,700.36
Contract Services					52,247.79
Accounting Fees					7,980.98
04/18/2023	9875	Horton McNulty & Saeteurn...	2021 financial report	675.00	8,655.98
04/18/2023	9878	Sheryl Bosman	bookkeeping	500.00	9,155.98
Total Accounting Fees				1,175.00	9,155.98
Engineering Support					19,705.50
04/18/2023	9874	Northstar Engineering	USBR engineering, su...	3,122.00	22,827.50
04/18/2023	9874	Northstar Engineering	litigation - meetings	1,593.00	24,420.50
04/18/2023	9874	Northstar Engineering	litigaion - cost of service		24,420.50
04/18/2023	9876	Luhdorff Scalmanini Consu...	water CIP implementati...	440.00	24,860.50
Total Engineering Support				5,155.00	24,860.50
Legal Fees					22,742.56
04/18/2023	9881	Minasian Law LLP		9,763.00	32,505.56
Total Legal Fees				9,763.00	32,505.56
Management & Administration					1,818.75
04/18/2023	9877	Nicole Lee Johnasson	litigation	1,275.00	3,093.75
Total Management & Administration				1,275.00	3,093.75
Total Contract Services				17,368.00	69,615.79
OPERATING EXPENSES					68,173.24
Administration					67,272.57
Board Stipends					1,500.00
04/18/2023	9861	Kevin Phillips	Apr 2023	100.00	1,600.00
04/18/2023	9862	James M. Doyle	Apr 2023	100.00	1,700.00
04/18/2023	9863	Raymond Cooper	Apr 2023	300.00	2,000.00

Durham Irrigation District
General Ledger
As of April 30, 2023

Date	Num	Name	Memo	Paid Amount	Balance
		Total Board Stipends		500.00	2,000.00
		District Wages, Taxes, Insur.			12,297.55
		Insurance			1,190.86
		Total Insurance			1,190.86
		Payroll Service Fees			555.80
04/07/2023		Paychex		67.20	623.00
04/21/2023		Paychex		67.20	690.20
		Total Payroll Service Fees		134.40	690.20
		Payroll Tax Expense			1,009.89
04/06/2023		Wages		-435.20	574.69
04/07/2023		Payroll Taxes		565.87	1,140.56
04/21/2023		Wages		-424.71	715.85
04/21/2023		Payroll Taxes		552.16	1,268.01
		Total Payroll Tax Expense		258.12	1,268.01
		Wages			9,541.00
04/06/2023		Wages		1,708.00	11,249.00
04/21/2023		Wages		1,666.00	12,915.00
		Total Wages		3,374.00	12,915.00
		Total District Wages, Taxes, Insur.		3,766.52	16,064.07
		Fees, Dues, Memberships			4,990.58
04/18/2023	9867	Tozier's True Value Hardw...	late fee	2.05	4,992.63
04/18/2023	9880	Butte County Air Quality M...		452.89	5,445.52
		Total Fees, Dues, Memberships		454.94	5,445.52
		Office Expense			2,905.77
		Postage			1,200.00
04/03/2023		Postalia		200.00	1,400.00
04/18/2023	9873	FP Mailing Solutions		64.35	1,464.35
04/19/2023		Postalia		200.00	1,664.35
		Total Postage		464.35	1,664.35
		Software			137.50
		Total Software			137.50
		Supplies			1,343.27
		Total Supplies			1,343.27
		Website Hosting			225.00
04/18/2023	9872	Streamline		75.00	300.00
		Total Website Hosting		75.00	300.00
		Total Office Expense		539.35	3,445.12
		Rent			2,121.33
04/18/2023	9869	Camp & McLaughlin	Apr 2023 rent	650.00	2,771.33
		Total Rent		650.00	2,771.33
		Software Fees			450.00
04/18/2023	9871	Sequoyah		130.00	580.00
		Total Software Fees		130.00	580.00
		Utilities			13,112.96
		Garbage			391.66
04/18/2023	9870	Recology		133.75	525.41
		Total Garbage		133.75	525.41
		Gas & Electric			11,975.26

Durham Irrigation District
General Ledger
As of April 30, 2023

Date	Num	Name	Memo	Paid Amount	Balance
04/18/2023	9860	PG & E		3,786.23	15,761.49
		Total Gas & Electric		3,786.23	15,761.49
		Telephone/Internet			746.04
04/18/2023		Comcast		199.77	945.81
		Total Telephone/Internet		199.77	945.81
		Total Utilities		4,119.75	17,232.71
		Water System Maint,Repair,Repl			29,894.38
		Regular Operations & Maint			12,049.75
		O & M Supplies			7,731.35
04/18/2023	9866	Sierra Water Utility	chlorine/parts/labor	1,584.94	9,316.29
04/18/2023	9868	Ferguson Waterworks	5/26/21 Brown St. repa...	6,566.03	15,882.32
		Total O & M Supplies		8,150.97	15,882.32
		Water Testing Fees			718.40
04/18/2023	9865	Pace Analytical Services L...	colilert/coliform testing	323.70	1,042.10
		Total Water Testing Fees		323.70	1,042.10
		Weed Management			3,600.00
04/18/2023	9864	JC Hernandez Maintenance	Mar 2023 alley clean-up	800.00	4,400.00
		Total Weed Management		800.00	4,400.00
		Total Regular Operations & Maint		9,274.67	21,324.42
		Water System Repair & Repl.+			17,844.63
		Repairs			7,709.79
		Total Repairs			7,709.79
		Water Operator			10,134.84
04/18/2023	9879	Sierra Water Utility		3,378.28	13,513.12
		Total Water Operator		3,378.28	13,513.12
		Total Water System Repair & Repl.+		3,378.28	21,222.91
		Total Water System Maint,Repair,Repl		12,652.95	42,547.33
		Total Administration		22,813.51	90,086.08
		Bank Service Charges			900.67
04/03/2023		Bank Charge		237.72	1,138.39
		Total Bank Service Charges		237.72	1,138.39
		Total OPERATING EXPENSES		23,051.23	91,224.47
		NON-OPERATING REVENUE			-2,104.71
		Interest Income			-2,104.71
04/28/2023		Deposit	Deposit	-0.12	-2,104.83
04/28/2023		Deposit	Deposit	-758.67	-2,863.50
		Total Interest Income		-758.79	-2,863.50
		Total NON-OPERATING REVENUE		-758.79	-2,863.50
TOTAL				0.00	0.00

5/9/2023

Durham Irrigation District
Monthly Billing Recap 4/1/2023 thru 4/30/2023

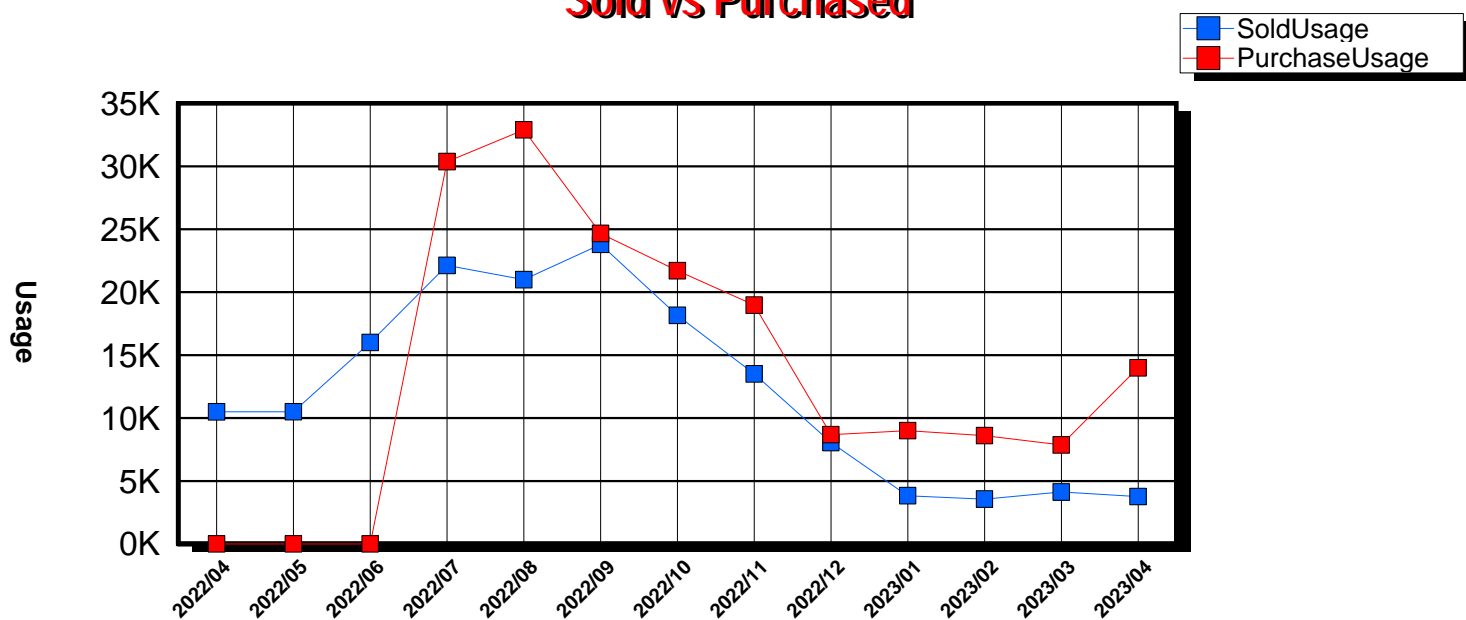
1

	<u>Amount</u>	<u>Count</u>
Water Purchased or Produced this month	0	
Water Sold this month	3,794	
Water System used or accountable loss	0	
Water Loss	0.00 %	3,794
<hr/>		
Total Water Sales this month	16,783.26	475
Total Penalties this month	177.13	84
Total Adjustments this month	0.00	58
Total of other charges this month	589.44	8
Total Current Charges	17,549.83	
<hr/>		
Current Balance	-5,330.32	219
30 Days Past Due	2,558.08	18
60 Days Past Due	1,064.69	6
90 Days Past Due	8,334.73	36
Total Accounts Receivable	6,627.19	
<hr/>		
Total Payments Received	19,340.52	373
<hr/>		
New Memberships	0.00	2
<hr/>		
Active Accounts	5,412.05	474
InActive Accounts	1,215.14	56
Forfeiture Accounts	0.00	0
<hr/>		
Average Water Usage	7	
Average Water Charge	35.33	
<hr/>		
<u>Low Range</u>	<u>High Range</u>	<u>Usage</u>
0	0	-3
0	0	145
1	2,000	3,797
2,001	4,000	0
4,001	6,000	0
6,001	8,000	0
8,001	10,000	0
10,001	20,000	0
20,001	30,000	0
30,001	40,000	0
40,001	50,000	0
50,001	999,999,999	0
		3,794
		475
		16,783.26
<hr/>		
Accounts Receivable Last Month Ending	8,417.88	
Sales/Charges this Month	17,549.83	
Adjustments this Month	0.00	
Less: Payments this Month	19,340.52	
Accounts Receivable Total	6,627.19	6,627.19

Pump Total

<u>Year/Month</u>	<u>Purchased</u>	<u>Sold</u>	<u>Loss</u>	<u>Pct</u>
2022/04	0	10,493	10,493	0.0
2022/05	0	10,499	10,499	0.0
2022/06	0	15,999	15,999	0.0
2022/07	30,367	22,124	-8,243	-27.1
2022/08	32,892	20,992	-11,900	-36.2
2022/09	24,661	23,794	-867	-3.5
2022/10	21,701	18,154	-3,547	-16.3
2022/11	18,970	13,505	-5,465	-28.8
2022/12	8,677	8,053	-624	-7.2
2023/01	8,996	3,829	-5,167	-57.4
2023/02	8,604	3,562	-5,042	-58.6
2023/03	7,861	4,125	-3,736	-47.5
2023/04	13,989	3,762	-10,227	-73.1

Sold vs Purchased



<u>Acct</u>	<u>Name</u>		<u>Balance</u>	5/1/2023 <u>Current</u>	<u>30 Days</u>	<u>60-Days</u>	<u>90-Days</u>
141	Woodward, Billy	2403 Brown St	1,753.85	35.07	48.71	52.13	1,617.94
964	Wagner, Carol	2393 Durham St	1,433.40	35.07	22.62	1,375.71	
68	Huitt, Bordin	2549 Burdick Rd	1,301.75				1,301.75
265	Wurm, Anita	9202 Goodspeed St	1,148.39	61.43	51.40	51.35	984.21
916	Bresson, Christopher & Kimb	9416 Goodspeed St	1,085.25	38.07	37.16	35.80	974.22
606	Harris, James	9424 Putney Dr	932.49	35.07	34.60	34.28	828.54
183	Ownby, Karen Koehly	2455 Durham-Dayton Hwy	915.73	37.07	34.96	34.11	809.59
237	Taylor, Darrell	2399 Serviss St	883.11	63.78	51.07	50.47	717.79
630	Parker, Bryan	2484 Marsh Ct	478.55	54.43	36.86	37.43	349.83
80	Day, David	9389 Midway	380.89	63.78	44.44	43.84	228.83
108	Morris, Paul	9260 Goodspeed St	323.33	63.78	43.64	43.04	172.87
235	Frame, Kent	2354 Serviss St	277.46	63.78	43.00	42.41	128.27
258	Christofferson and Sis Gilmor	2539 Burdick Rd	275.25	42.07	30.26	28.86	174.06
212	Kellogg, Deanna	2415 Florida Ln	257.72	50.07	35.93	36.44	135.28
128	Horn, Howard	2370 Serviss St	256.42	63.78	42.67	42.07	107.90
174	McCollam, Ruth	9415 Putney Dr	248.67	63.78	42.61	42.01	100.27
640	Martinez, Jesse & Elisabeth	2466 Tracy Ranch Rd	246.36	74.43	41.93	39.84	90.16
683	Seegert, James	9369 La Rose Ct	241.36	78.43	39.30	39.75	83.88
245	, Durham Guild	2393 Durham-Dayton Hwy	223.73	63.78	42.24	41.65	76.06
931	Day, Kelvin Scott	2385 Florida Ln	212.36	35.07	24.48	24.15	128.66
15	Catomerisios, Cathy	9206 Holland Ave	212.21	54.43	35.10	37.56	85.12
21		Total	\$13,088.29	\$1,077.17	\$782.98	\$2,132.90	\$9,095.24

DURHAM IRRIGATION DISTRICT

Check Issue Date: 5/16/2023

Cash Balance Date

4/30/2023

Check No.	Stmt Date	Invoice Number	Payee	Invoice Amount	Check Amount	Notes	Financial Category	\$	25,846.82
Stipends									
9882	Stipend Form	-	Kevin Phillips		\$ 100.00	(1) 5/16 DID BOD		\$	25,746.82
9883	Stipend Form	-	Matt Doyle		\$ 100.00	(1) 5/16 DID BOD		\$	25,646.82
9884	Stipend Form	-	Raymond Cooper		\$ 200.00	(1) 5/16 DID BOD; (2) 5/10 Vina BOD		\$	25,446.82
Subtotal Stipend					\$ 400.00		Subtotal Balance	\$	25,446.82
Regular Water System Maintenance and Operations									
9885	5/2/2023	69076	Hunt & Sons, Inc.		\$ 279.49	hydraulic oil		\$	25,167.33
9886	5/1/2023	14525	J.C. Hernandez		\$ 800.00	Apr 2023 alley cleanup		\$	24,367.33
9887	5/1/2023	2303831-28	Pace Analytical Services LLC		\$ 928.04	water quality testing		\$	23,439.29
9888	5/1/2023	5870	Sierra Water Utility		\$ 1,007.10	chlorine; parts; add'l labor		\$	22,432.19
Subtotal Water Operations					\$3,014.63		Subtotal Balance	\$	22,432.19
Water System Emergency Repair/Replacement									
9889	4/19/2023	5781	Sierra Water Utility		\$ 7,660.65	USBR - meters		\$	14,771.54
Subtotal Water System Repair					\$7,660.65		Subtotal Balance	\$	14,771.54

DURHAM IRRIGATION DISTRICT

Check No.	Stmt Date	Invoice Number	Payee	Invoice Amount	Check Amount	Notes	Financial Category
Utility & Supplies							
9890	5/9/2023	-	Camp & McLaughlin		\$ 650.00	May rent	\$ 14,121.54
9891	4/5/2023	RI-105724305	Franco-Typ Postalia, Inc. (FP Mailing Solutions)		\$ 111.33	quarterly equipment lease - Q1	\$ 14,010.21
9892	4/28/2023	-	PG&E	\$ 72.68	\$ 4,482.29	9418 Midway #C (Office)(0596196710-5)	\$ 9,527.92
	4/26/2023	-	PG&E	\$ 2,836.27		Durham Dayton Rd 20'W (5773099695-6)	\$ 9,527.92
	4/27/2023	-	PG&E	\$ 1,211.50		Holland Ave E/S & 500S Serviss (6812590736-7)	\$ 9,527.92
	4/28/2023	-	PG&E	\$ 122.57		Holland Ave S 300' (7938916943-8)	\$ 9,527.92
	4/28/2023	-	PG&E	\$ 239.27		9389 Goodspeed St (9856464053-5)	\$ 9,527.92
9893	4/28/2023	8551002617507	Recology		\$ 133.75	garbage service (Well 5)	\$ 9,394.17
9894	4/30/2023	-	Sequoyah Software		\$ 130.00	billing software; email bill service	\$ 9,264.17
online debit	5/8/2023	AP12463660890	Norton		\$ 124.99	Norton 360 Deluxe antivirus protection	\$ 9,139.18
9895	5/1/2023	460814F9-0031	Streamline		\$ 75.00	website host	\$ 9,064.18
online debit	4/21/2023	2023041301	Paychex		\$ 67.20	payroll fees + PTO accrual fee	\$ 8,996.98
online debit	5/5/2023	2023042701	Paychex		\$ 67.20	payroll fees + PTO accrual fee	\$ 8,929.78
online debit	3/31/2023	-	FP Mailing Solutions		\$ 200.00	postage (online download)	\$ 8,729.78
online debit	4/17/2023	-	FP Mailing Solutions		\$ 200.00	postage (online download)	\$ 8,529.78
Subtotal Utility					\$6,241.76	Subtotal Balance	\$ 8,529.78

DURHAM IRRIGATION DISTRICT

Check No.	Stmt Date	Invoice Number	Payee	Invoice Amount	Check Amount	Notes	Financial Category
District Administration, Operations & Management							
Payroll & Insurance							
online debit	4/21/2023	-	Withholdings - Trizzino		\$ 552.16		\$ 7,977.62
online debit	5/5/2023	-	Withholdings - Trizzino		\$ 517.92		\$ 7,459.70
online debit	4/21/2023	-	Employee - Trizzino		\$ 1,241.29	Administrative Support	\$ 6,218.41
online debit	5/5/2023	-	Employee - Trizzino		\$ 1,162.49	Administrative Support	\$ 5,055.92
Contractors							
9896	4/19/2023	29070	Carter Law Office		\$ 1,350.00	District Legal Services	\$ 3,705.92
9897	5/3/2023	80681	NorthStar		\$ 3,757.50	CIP Budget/Rate Study - \$ 0 DUSD Easement - \$ 94 USBR Engineering - \$ 1495 USBR Cultural Compliance - \$ 575 Meetings - \$ 460 Operational Support - \$ 1708.50 Grant Application Support - \$ 0 Litigation - Meetings - \$ 1593 Litigation - Cost of Service Study - \$ 0	\$ (51.58)
9898	4/17/2023	1131	Nicole L. Johansson		\$ 618.75	Prop 218 public outreach	\$ (670.33)
9899	4/29/2023	8196	Sheryl Bosman		\$ 525.00	Bookkeeping Services	\$ (1,195.33)
Water Operations							
9900	5/1/2023	5869	Sierra Water Utility		\$ 3,378.28	Water Operator Services	\$ (4,573.61)
Subtotal Admin. Ops. & Mgmt.					\$13,103.39	Subtotal Balance	\$ (4,573.61)

DURHAM IRRIGATION DISTRICT

Check No.	Stmt Date	Invoice Number	Payee	Invoice Amount	Check Amount	Notes	Financial Category
Agency Fees, Association Dues & Reimbursables							
Fees & Dues							
online debit	5/2/2023	-	PaySafe/PayStation Fee		\$ 196.85	"mtot" on bank statement	\$ (4,770.46)
Reimbursable Payments							
NONE							\$ (4,770.46)
Subtotal Fees & Reimbursables					\$196.85	Subtotal Balance	\$ (4,770.46)
Other Expenses							
NONE							\$ (4,770.46)
Other Expenses					\$0.00	Subtotal Balance	\$ (4,770.46)
Check No.	Stmt Date	Invoice Number	Payee	Invoice Amount	Check Amount	Notes	Financial Category
Development Projects							
			Contractor	Project			
NONE							\$ (4,770.46)
Subtotal Development Projects					\$0.00	Subtotal Balance	\$ (4,770.46)
SUBTOTAL PAYMENTS					\$30,617.28		
							Subtotal Remaining Balance \$ (4,770.46)
							Check Refund/Cancelled Register Total
							TOTAL REMAINING BALANCE \$ (4,770.46)

DURHAM IRRIGATION DISTRICT

Petty Cash

NONE	\$	-
Cash on Hand	\$	100.00
Balance Remaining On Hand	\$	100.00

Check / Payment Refund / Cancel or Void Check Register

Date	CK/Pmt Refund	Status	Paid to	Check Amount	Notes
5/16/2023	9901	Payment Refund	Kelly Lotti	\$ 1,133.14	Refund of misapplied service charge to Acct 273. See WO#233.

Director Signature _____

Date _____

Director Signature _____

Date _____

DURHAM IRRIGATION DISTRICT

Deposit Register

Date	Deposit	Deposit Amount	Other Notes
9-Apr-23	Cash/Check Deposit	\$ 2,578.59	Acct 3 - APN 040-221-016 / 2396 Campbell Street \$650.00 meter fee; \$21.96 usage Acct 18 - APN 040-240-025 / 2404 Serviss Street \$650.00 meter fee; \$21.96 usage Acct 19 - APN 040-240-006 / 2379 Florida Street \$650.00 meter fee; \$33.94 usage
10-Apr-23	Cash/Check Deposit	\$ 4,195.79	
12-Apr-23	Cash/Check Deposit	\$ 1,541.33	
13-Apr-23	Cash/Check Deposit	\$ 689.93	Demand Request: Acct 115 / APN 040-212-006 / 2414 Durham-Dayton Hwy \$650.00 meter fee; \$39.93 usage
18-Apr-23	Cash/Check Deposit	\$ 1,114.47	
19-Apr-23	Cash/Check Deposit	\$ 1,834.50	
20-Apr-23	Cash/Check Deposit	\$ 2,540.50	
27-Apr-23	Cash/Check Deposit	\$ 1,145.66	
4/1/2023 - 4/30/2023	Paystation Payments	\$ 3,279.96	
	Subtotal Water Sales Deposits	\$ 18,920.73	
Water Meter Sales	Location		
NONE	See above.		
Bank Adjustments & Other	Notes		
4/28/2023	advice of difference - credit	\$ 0.50	
4/20/2023	Paychex Withholdings	\$ 238.01	Refund of tax withholding rejected by EDD
5/11/2023	Transfer from California CLASS Acct to TCBK-0328 <i>credit</i>	\$ 32,000.00	cover May 2023 warrant
	Other Deposits	\$ 32,238.51	
	Total Deposits	\$51,159.24	

Deposit Register for Development Projects Account

NONE	
Total Development Project Deposits	\$ -

Director Signature _____

Date _____

Director Signature _____

Date _____



**Durham Irrigation District Board of Directors
Board Meeting
April 18, 2023 - 5:30 PM
MINUTES**

Board of Directors:

Matt Doyle, Chair
Raymond Cooper, Director
Kevin Phillips, Director

PRESENT
PRESENT
ABSENT

District Staff:

Mike Butler, Water Operator
Adam Daigle, Water Operator Assistant
Mark Adams, District Engineer
Dustin Cooper, Legal Counsel – VIA telephone
Jeff Carter, Legal Counsel
Jeannie Trizzino, Admin. Assistant

PRESENT
PRESENT
PRESENT
PRESENT
PRESENT
PRESENT

1 CALL TO ORDER

- 1.1 Meeting was called to order by Chair Doyle and 5:33 pm.
- 1.2 Introduction of Guests – Ms. Kamie Loeser, Director Butte County Water and Resource Conservation, Mr. Patrick Button, Mr. Derek Sohnrey

2 CLOSED SESSION – ANTICIPATED LITIGATION (Government Code §54956.9(d)(2) or (d)(3))

At 5:34 pm the Board adjourned to Closed Session and guests were asked to leave the meeting room.

- 2.1 Significant exposure to litigation; one potential case.

OPEN SESSION

At 6:10 pm the Board returned to Open Session and summarized the Closed Session as follows:

Direction given to legal counsel. No reportable actions were taken in closed session.

3 PUBLIC COMMENT

Mr. Button asked for clarification on new meter project for the District. District staff and water operator explained the following items – each unit at Goodspeed Commons and the outside irrigation has its own meter. Water operator explained that the new meters will continue to be manually read, but that they have the capability to be converted to provide automatic readings; the system will be half-smart.

Mr. Sohnrey asked whether the full cost of the March 2023 Proposition 218 process had been calculated; Chair Doyle replied that the matter and calculations are ongoing.

4 PRESENTATIONS

All Items Informational/Possible Action

- 4.1 * Vina GSA Update – Durham Irrigation District Cost Share – Kamie Loeser, Director Department of Water and Resource Conservation, Butte County

Discussion:

Vina GSA Update Presentation was posted to District website – Item 4.1 Long-term Financing Vina GSA (04.18.2023).

Vina GSA will proceed with a Proposition 218 process to implement Vina GSA funding. The Proposition 218 notice is expected to be sent out the week of May 22, 2023 with a planned public hearing in July 2023, and will appear as a line item on the County tax roll in December 2023. The estimated cost share for Durham Irrigation District, based on its proportion of acreage (0.29% of entire acreage of Vina GSA) is less than \$2,000 per year. Once funding is in place, Vina GSA will no longer look to DID for in-kind support. For more

information on the funding structure and timeline, Ms. Loeser referred the Directors to the [April 12, 2023 Vina GSA Board Meeting Packet](#), which contains the Draft Technical Memorandum Providing Recommendations Regarding Long-Term Funding Options. The draft technical memorandum was adopted by the Vina GSA Board. The budget and fee structure, if adopted, will cover SGMA compliance, not projects.

Public Comment:

Mr. Button asked for clarification on several points, which Ms. Loeser provided.

5 CONSENT AGENDA

- 5.1 Monthly Financial Report for March 2023, including:
 - 5.1.1 * Balance Sheet
 - 5.1.2 * Profit & Loss Statement
 - 5.1.3 * Previous Year Comparison
 - 5.1.4 * General Ledger
 - 5.1.5 * Board Recap, Water Sales and AR Aging Report
- 5.2 * Approval of the Warrant Sheet from March 21, 2023 to April 17, 2023, including payments, deposits, and transaction adjustments.
- 5.3 * Approval of the minutes for the March 21, 2023 **Regular** Board Meeting.
- 5.4 * Approval of the minutes for the March 20, 2023 **Special** Board Meeting.

Motion:

That the Board consider and approve the consent agenda.

Board Discussion:

None.

Public Comment:

None.

Action Taken:

On a motion made by Cooper and seconded by Doyle, the Board approved the motion.

Vote results

Ayes carried.

Ayes:

Cooper, Doyle

Noes:

Abstained:

Absent:

Phillips

6 REGULAR AGENDA

- 6.1 Items Removed from Consent Agenda

7 CORRESPONDENCE

All Items Informational/Possible Action/Direction

- 7.1 * Butte LAFCo Budget Committee Agenda (03.23.2023)
- 7.2 * Financial Transactions Report (FTR) 2021 Durham Irrigation District (2022)
- 7.3 * Ltr. from SDRMA (03.27.2022) estimated 2023-2024 contribution

8 WATER OPERATIONS BUSINESS

- 8.1 Ongoing/New Business
 - All Items Informational/Possible Action/Direction
- 8.2 * Review of Water Operator Log for March 2023 (Operator Mike Butler)
- 8.3 * Monthly Work Order Status Report through April 13, 2023

Discussion: *Water Operator summarized repairs and activities for the prior month, in particular noting that he improved operational flexibility with the replacement of a single old valve at Goodspeed and Florida with a three-valve system, which improve his ability to isolate smaller sets of connections for future repairs. The District's annual EARS system report to the State Water Board is in progress.*

Public Comment: NONE.

9 GENERAL BUSINESS

9.1 District Activities and Status Report from District Engineer.

(All Items Informational/Possible Action/Direction)

Status Updates and Activities Not Requiring Board Action

9.1.1 Capital Improvement Plan Update – NO UPDATE

9.1.2 District Funding Options Update – NO UPDATE

9.1.3 Project Update: USBR Grant Funded Lead Service Laterals Replacement Project

Discussion: *District Engineer reported draft notification to customers of planned meter installation is in progress; NorthStar is preparing a meter replacement survey and planned replacement sites; cultural survey coordination with Genesis Society underway; District to pay for water meters through Sierra Water Utility; SCADA equipment has been ordered.*

Public Comment: NONE.

9.1.4 Easement Agreement between DID and DUSD for connections along east side of Durham Dayton Highway.

Discussion: *District Counsel Carter has completed the corrections to the agreement as discussed at previous Board meeting and he will coordinate with Durham Unified School District to have the matter reviewed and placed on the DUSD Board of Trustees agenda for adoption.*

Public Comment: NONE.

9.1.5 Well Agreement between DID and Kyle and Shanna Brock – NO UPDATE

9.2 Development Projects. Review status of development projects' activities.

9.2.1 No development project updates.

9.3 * Proposal for Public Outreach Services

Motion: *That the District approve the Proposal for Public Outreach Services from Nicole Johanssen for a 6-month period, not to exceed 20 hrs / month.*

Board Discussion: *Chair Doyle comments that it would be helpful for the District to be a presence at community organization meetings and at other events as they come up.*

Public Comment: None.

Action Taken: *On a motion made by Doyle and seconded by Cooper, the Board approved the motion.*

Vote results *Ayes carried.*

Ayes: *Cooper, Doyle*

Noes:

Abstained:

Absent: *Phillips*

9.4 Memorandum to Board

9.4.1 * District Fiscal Officer

Motion: *That the District approve Legal Counsel Carter to continue serving as the District's Fiscal Officer.*

Board Discussion: *Upon questioning by Director Cooper, Counsel Carter agreed to continue serving as fiscal officer.*

Public Comment: *None.*

Action Taken: *On a motion made by Cooper and seconded by Doyle, the Board approved the motion.*

Vote results *Ayes carried.*

Ayes: *Cooper, Doyle*

Noes:

Abstained:

Absent: *Phillips*

9.5 Update on Accounts Receivable Status.

Board Discussion: *Staff provided a summary of accounts receivable status and intention to place past due accounts on County's lien list. District Counsel Carter said he would research and provide guidance to District Staff.*

Board decided to move June 2023 board meeting from June 20 to June 8, to allow steps to be taken for lien list to be transmitted to the county.

Public Comment: *None.*

9.6 Policy and Procedure Manual Updates.

9.6.1 Introduction (Doyle) – NONE

9.6.2 Water Rates, Operating fees, and Billing Procedure (Phillips) – NONE

10 ATTORNEY REPORT

10.1 Updates from Legal Counsel not discussed under other Agenda Items – NONE

See Closed Session Items in Section 13.

10.2 Updates on Vina GSA Fee allocation – See report and discussion under Item 4.1 – Vina GSA Fee Allocation Update.

11 VINA GSA

(All Items Informational/Possible Action/Direction)

See Vina GSA Calendar online here: <https://www.vinagsa.org/calendar>

11.1 Vina GSA SHAC Meetings

11.2 Vina GSA Board Meetings

11.3 Vina GSA/RCRD GSA Board Meetings

12 DIRECTORS' COMMENT – NONE

13 CLOSED SESSION – NONE

13.1 Conference with counsel on litigation in the matter of *AquAlliance, et al. v. Vina GSA, et al.*

14 ADJOURNMENT

Meeting adjourned at 7:24 pm.

TERMS USED IN THIS REPORT
Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.
Maximum Contaminant Level Goal (MCLG) or Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA. PHGs are set by the California EPA.
Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
Primary Drinking Water Standards (PDWS): MCLs and MRDLs for contaminants that affect health along with their monitoring, reporting and water treatment requirements.
Secondary Drinking Water Standards (SDWS): MCLs for contaminants that affect taste, odor or appearance of the drinking water. Contaminants with SDWSs do not affect the health at the MCL.
Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.
Regulatory Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.
Variances and Exemptions: Department permission to exceed an MCL or not comply with a treatment technique under certain conditions.
Level 1 Assessment: A level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.
Level 2 Assessment: A level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an <i>E. coli</i> MDL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.
ND: not detectable at testing limit
ppm: parts per million or milligrams per liter (mg/L)
ppb: parts per billion or micrograms per liter (ug/L)
ppt: parts per trillion or nanograms per liter (ng/L)
ppq: parts per quadrillion or picograms per liter (pg/L)
pCi/L: picocuries per liter (a measure of radiation)

2022 Consumer Confidence Report Durham Irrigation District

Here at Durham Irrigation District, we want you to understand the efforts we make to provide you with a safe and dependable drinking water supply. We continually monitor our drinking water quality and strive to protect our water resources. We regularly test our drinking water for many different constituents as required by State and Federal Regulations. This “Water Quality Report” includes those constituents that were *detected* in 2022 and may include earlier monitoring data.

Our drinking water is supplied by **three groundwater wells. Wells 03 and 04 are located on Durham Dayton HWY. Well 05 is located on Holland Avenue.**

The source was evaluated by the county in November 2002, to determine if there were possible contaminating activities that might compromise the quality of the water. At the time, there were no associated contaminants detected in the water supply, however the source was still considered vulnerable to sewer collection systems in the area, historic gas stations, agricultural wells, as well as high and

low density septic systems. A copy of the complete report is available upon request.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

Microbial contaminants (such as viruses and bacteria) that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife;

Inorganic contaminants (such as salts and metals) that can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;

Pesticides and herbicides that may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses;

Organic chemical contaminants, including synthetic and volatile organic chemicals that are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, agricultural application, and septic systems

Radioactive contaminants, that can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the USEPA and the State Water Resources Control Board prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. Board regulations also

establish limits for contaminants in bottled water that must provide the same protection for public health.

Please note that drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk.** More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline (1-800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers.

US EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

Este informe contiene información muy importante sobre su agua beber. Favor de comunicarse Durham Irrigation a 343-1594 para asistirlo en español.

For questions or concerns about your drinking water you may attend our meeting held the **3rd Tuesday of the Month** or you may contact:

**Jeannie Trizzino
530-343-1594**

These tables show only the drinking water contaminants that were ***detected*** during the most recent sampling for each constituent. The State Water Resources Control Board allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of the data, though representative of the water quality, are more than one year old. Any violation of an AL, MCL, MRDL, or TT is asterisked and explained below.

TABLE 1 - SAMPLING RESULTS SHOWING THE DETECTION OF COLIFORM BACTERIA				
Microbiological Contaminants	Highest No. of detections	No. of months in violation	MCL	Typical Source of Bacteria
<i>E. coli</i>	(in the year) 0	0	(a)	Human and animal fecal waste
(a) Routine and repeat samples are total coliform-positive and either is <i>E. coli</i> -positive, or system fails to take repeat samples following <i>E. coli</i> -positive routine sample or system fails to analyze total coliform-positive repeat sample for <i>E. coli</i> .				

TABLE 2 - SAMPLING RESULTS SHOWING THE DETECTION OF LEAD AND COPPER					
Lead and Copper	No. of samples collected	90 th percentile level detected	No. sites exceeding AL	AL	PHG
Lead (ppb) 2021	10	4.10	None	15	0.2
Copper (ppm) 2021	10	0.049	None	1.3	0.3
					Typical Source of Contaminant
					Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits
					Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Durham Irrigation is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (1-800-426-4701) or at <http://www.epa.gov/lead>.

TABLE 3 - SAMPLING RESULTS FOR SODIUM AND HARDNESS					
Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detections	MCL	PHG (MCLG)
Sodium (ppm)	07/25/17	8.7	7 – 10	none	none
Hardness (ppm)	07/25/17	132	96 – 151	none	none
					Sum of polyvalent cations present in the water, generally magnesium and calcium, and are usually naturally occurring

TABLE 4 - DETECTION OF CONTAMINANTS WITH A PRIMARY DRINKING WATER STANDARD				
Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detections	Typical Source of Contaminant
Nitrate (as nitrogen, N) (ppm)	2022	3.4	2.0 - 5.5	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits
Nitrate in drinking water at levels above 10 mg/L is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider.				

TABLE 5 - DETECTION OF CONTAMINANTS WITH A SECONDARY DRINKING WATER STANDARD				
Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detections	Typical Source of Contaminant
Total Dissolved Solids (ppm)	07/25/17	211	166 – 237	Runoff/leaching from natural deposits
Specific Conductance (µS/cm)	07/25/17	319	239 – 365	Substances that form ions when in water; seawater influence
Chloride (ppm)	07/25/17	4	2 – 5	Runoff/leaching from natural deposits; seawater influence
Sulfate (ppm)	07/25/17	13.2	8.45 – 18.2	Runoff/leaching from natural deposits; industrial wastes

Month:	April	2023	
Date	Task Description/Notes	Regular Hrs and Duties (M-F)	After Hrs
4/3/23	8:13am: Responded to a report of a leak at 2466 Tracy Ranch. Leak was on customers side post meter in meter box. Notified customers. Shut off customer as per request. Acct 640 / WO246	0.00	2.00
4/3/23	Performed daily checks, checked lubrication of all pumps.	1.75	
4/4/23	Performed daily checks, checked lubrication of all pumps.	1.75	
4/5/23	Performed daily checks, checked lubrication of all pumps. Added 26 gallons to Library site.	2.00	
4/6/23	Performed daily checks, checked lubrication of all pumps.	1.75	
4/7/23	Performed daily checks, checked lubrication of all pumps. Investigated leak at 2404 Durham Dayton Hwy. Customer has leak on their side with no way to isolate their service. Shut of is lost. Have had Advanced Leak Detection out in the past to attempt to locate line with no luck. Service shut off could possibly be located under vehicle parked in alley way. Asked customer to move vehicle in the past. Asked again. Customer is going to move vehicle. Acct 806 / WO245	2.50	
4/10/23	Performed daily checks, checked lubrication of all pumps. Attempted to locate line by digging near backflow. Located abandoned line that is capped off and does not serve the Church. Called Kevin O Shea to help locate line.	2.50	
4/11/23	Performed daily checks, checked lubrication of all pumps. Cleaned up customers pipe and installed repair band to patch customers pipe at 2404 Durham Dayton Hwy. Leak was slowed significantly. Scheduled Brown to pot hole alley to locate service line for 2404 Durham Dayton Hwy.	2.50	
4/12/23	Performed daily checks, checked lubrication of all pumps. Picked up sample bottles, pulled monthly routine bacteria samples, quarterly bacteria samples and annual chemical samples from all wells and delivered to Pace Labs.	4.00	
4/13/23	Performed daily checks, checked lubrication of all pumps.	1.75	
4/14/23	Performed daily checks, checked lubrication of all pumps. Met with Kevin O'Shea to attempt to located service line at 2404 Durham Dayton Hwy. Used metal detection and dug in spot thought to be service line location with no luck.	2.50	
4/17/23	Performed daily checks, checked lubrication of all pumps.	1.75	
4/18/23	Performed daily checks, checked lubrication of all pumps.	1.75	
4/19/23	Performed daily checks, checked lubrication of all pumps.	1.75	
4/20/23	Performed daily checks, checked lubrication of all pumps.	1.75	
4/21/23	Performed daily checks, checked lubrication of all pumps.	1.75	

Date	Task Description/Notes	Regular Hrs and Duties (M-F)	After Hrs
4/24/23	Performed daily checks, checked lubrication of all pumps. Met with Brown engineering to pot hole possible service line location at 2404 Durham Dayton Hwy. Shut of was not found. Will reschedule to locate line.	3.00	
4/25/23	Performed daily checks, checked lubrication of all pumps. Changed out clogged injector at Alley site. Scaled chlorinator. Pre lube needs to be re plumbed. Sand is getting past the filter into the mechanical seal due to previous operators plumbing failsafe and is possible cause of leak.	2.25	
4/26/23	Performed daily checks, checked lubrication of all pumps.	1.75	
4/27/23	Performed daily checks, checked lubrication of all pumps.	1.75	
4/28/23	Performed daily checks, checked lubrication of all pumps. Added 35 gallons to Library site.	2.00	
Monthly Production			
Total Regular Hours		42.50	
Total Extra Regular Hours over 48 hrs/month, excluding meter reading		-5.50	
Total Additional After Hours			2.00
Signature:	<i>Michael Butler</i>	.	
Title:	Operator		

Monthly Production
13989 CCFs

5/12/2023

Work Order Statistics
01/01/2021 thru 05/30/2023

1

<u>Year</u>	<u>Month</u>	<u>Issued</u>	<u>Complete</u>	<u>Open</u>	<u>Avg Comp Days</u>	<u>Avg Open Days</u>
2021	09	6	6		98	0
2021	10	24	20	4	205	583
2021	11	2	2		69	0
2021	12	12	12		186	0
2022	01	7	7		47	0
2022	02	12	10	2	140	476
2022	03	6	5	1	131	426
2022	04	3	3		24	0
2022	05	5	5		21	0
2022	06	6	5	1	34	336
2022	07	2	2		10	0
2022	08	8	5	3	0	291
2022	09	7	6	1	37	244
2022	10	5	5		5	0
2022	11	1	1		13	0
2022	12	1		1	0	152
2023	01	8	2	6	18	121
2023	02	2		2	0	92
2023	03	7	1	6	35	66
2023	04	9	3	6	3	37
2023	05	1		1	0	28

134

100

34

21 Items

5/12/2023

Work Order List

1

<u>Order No</u>	<u>Tap</u>	<u>Issued</u>	<u>Completed</u>	<u>Name</u>	<u>Assigned to</u>	<u>Location</u>
112	920	10/13/21	R	Ilukowicz & Leach	Water Operator	2542 Durham-Dayton
APN 039-450014 10/26/2021 - blank; no meter. Need to install meter. 9/26/2021 - water operator reports no access.						
114	936	10/27/21	R	Devin Fosdick	Water Operator	2390 Brown St
APN 040-231-020 10/27/2021 - Install water meter.						
119	201	10/28/21	R	Henry Mattei	Water Operator	2425 Durham St
040-221-001 10/27/2022 - water operator contacted owner; cannot locate meter box. Will have Advanced Leak Detection search for meter box. 10/28/2021 - meter not working; estimated readings since 5/26/2020.						
129	141	10/28/21	R	Billy Woodward	Water Operator	2403 Brown St
040-233-015 1. unable to access meter because of dogs or possibly because cannot locate it. Need to check with water operator. 2. High AR - negotiated with administrative assistant.						
158	28	2/8/22	R	Erika Withrow	Administrative Assistan	9327 Holland Ave
039-460-045 2/8/2022 - Acct 28 has a meter, but is billed at flat rate 200 + usage. May need to re-adjust to flat rate 220 and calculate credit/debit.						
164	261	2/8/22	R	Dickalyn Porter	Water Operator	9339 Goodspeed St
040-223-009 9/8/2022: Per water operator - They need to be metered. I can get this going myself. They have a leak on their side that isn't being addressed. We need to know how much they are losing. Old (2020?) undated note from GM: mentioned that there is some water seepage in this area ("flooded" is the word used in the note). When convenient, please assess and advise if further action is needed.						
173	143	3/30/22	R	Janet Bynum	Water Operator	9389 Goodspeed St
040-214-007 3/29/2022 - water operator reports cracked sight glass on meter that might need repair or replacement.						
187	110	6/28/22	R	Derena Bettencourt	Water Operator	2344 Florida Ln
040-233-031 6/28/2022 - Water operator notes that meter is broken.						
192	806	8/2/22	R	Durham CUMC Parson	Water Operator / Admir	2404 Durham-Dayton

<u>Order No</u>	<u>Tap</u>	<u>Issued</u>	<u>Completed</u>	<u>Name</u>	<u>Assigned to</u>	<u>Location</u>
9/13/2022 jlt: Advanced Pipeline verified water service line "coming from future meter supply hookup on Midway." - \$200 9/8/2022 wo: Water Operator reports "This location is hardly ever occupied. There is extensive landscaping . It wouldn't be too difficult to install a meter. Will have Advanced Leak detection look at this location to locate service connection on 9/9/2022. This is a flat rate account being charged a non-standard fixed amount. (should be \$63.78; is charged \$39.93). Please look into two issues: 1. service line and how difficult (expensive) would it be to install meter 2. what kind of water usage does this account have? Is there a lot of landscaping or amenities that use water? We are considering offering the customer two options - A. encourage meter install now - \$650 meter fee, and update to metered rate \$35.07/mo + usage; meter is required in any case by 2025. B. charge standard fixed rate amount of \$63.78/month.						
194	955	8/3/22		R Caitlin and Michael Crete	Water Operator	2514 Durham-Dayton
039-450-005 8/3/2022 - Please install new meter for a previously unmetered account (new connection or conversion from flat rate). Also update meter book - need to add new page. Please advise if I need to make billing address changes. New meter fee has been paid.						
200	919	8/30/22		R Jose Sanchez	Water Operator	9259 Midway
040-250-027 8/29/2022 - water operator notes scratched sight glass on meter makes it difficult to read.						
209	125	9/28/22		R Jesus Barriega	Water Operator	9283 Goodspeed St
040-233-006 9/29/2022 jlt: Water operator reports that meter needs to be replaced. Estimated readings since 09/2022.						
218	931	12/29/22		R David Day	Water Operator	2385 Florida Ln
APN 040-240-075 Meter needs replacxing.						
221	961	1/24/23		R Albert Amator	Water Operator	2397 Campbell St
040-223-006 Please install new meter for a previously unmetered accounts (conversion and consolidation from flat rate account). See 12/2022 BOD discussion. Also update meter book - need to add new page. New meter fee has been charged to account.						
223	72	1/24/23		R Geraldine Gillham	Water Operator	9348 Midway
040-200-095 Install new meter for a previously unmetered account (conversion from flat rate). Also update meter book - need to add new page. New meter fee has been charged to Acct 72. Will be New Acct 962						
224	231	1/31/23		R Cheryl Williams	Water Operator	9263 Midway

<u>Order No</u>	<u>Tap</u>	<u>Issued</u>	<u>Completed</u>	<u>Name</u>	<u>Assigned to</u>	<u>Location</u>
040-250-002		1/31/2023		water operator reports meter is broken; needs replacing.		
225	943	1/31/23	R	Kayla and Michael LaChappelle	Water Operator	9216 Goodspeed St
040-250-017		1/31/2023		Water Operator reports meter is broken and needs to be replaced.		
226	32	1/31/23	R	Robert Kreider	Water Operator	2408 Faber St
Read Seq 213003						
040-223-017		1/31/2023		jlt: Water Operator reports broken meter; needs replacing. No readings since 11/29/2022.		
227	210	1/31/23	R	Ken Quaintance	Water Operator	2397 Florida Ln
040-240-057		1/31/2023		jlt: Water Operator notes that meter is broken and needs to be replaced.		
228	964	2/27/23	R	Carol Wagner	Water Operator	2393 Durham St
040-221-008		2/27/2023		Please install new meter for a previously unmetered account (conversion from flat rate). Owner identified by APN lookup. Also update meter book - need to add new page. New meter fee has been paid (old acct 123). *2/27/2023 - old acct 123; new acct 964		
229	67	2/27/23	R	Tim Dempsey	Water Operator	9329 Midway
040-224-005		2/27/2023		jlt: Water Operator - please check whether: 1. the District provides service to this address 2. what size connection 3. residential or commercial 4. if commercial, what business is here Historic record says this is a 3/4" unmetered connection.		
230	19	3/21/23	R	Rosemary Bennett	Water Operator	2379 Florida Ln
040-240-006		03/21/2023		jlt: Please install new meter for a previously unmetered account (new connection or conversion from flat rate). Please also install a customer shut-off valve on their side of the meter. Also update meter book - need to add new page. New meter fee has been billed (03/2023).		
231	18	3/23/23	R	Rosemary Bennett	Water Operator	2404 Serviss St
040-240-006		03/21/2023		jlt: Please install new meter for a previously unmetered account (new connection or conversion from flat rate). Please also install a customer shut-off valve on their side of the meter. Also update meter book - need to add new page. New meter fee has been billed (03/2023).		

<u>Order No</u>	<u>Tap</u>	<u>Issued</u>	<u>Completed</u>	<u>Name</u>	<u>Assigned to</u>	<u>Location</u>
232	3	3/23/23	R	Rosemary Bennett	Water Operator	2396 Campbell St
040-221-016 03/23/2023 jlt: Please install new meter for a previously unmetered account (new connection or conversion from flat rate). Please also install a customer shut-off valve on their side of the meter. Also update meter book - need to add new page. New meter fee has been billed (03/2023).						
234	226	3/23/23	R	Catherine Bailey	Water Operator	9393 Goodspeed St
040-214-006 3/23/2023 jlt: Water operator to further investigate unexplained usage in owner's unoccupied rental home. Matter was previously investigated by water operator under WO#170 and 212, but upon discussion at 3/21/2023 board meeting, the matter was reopened. NOTE: District Engineer Robin Kampmann suggested there might be a cross-connection on the customer side of the meter.						
235	965	3/27/23	R	Gerardo Perez	Water Operator	2382 Brown St
040-231-018 Please install new meter for a previously unmetered account (conversion from flat rate). Also update meter book - need to add new page. New meter fee charged to Acct 72.						
236	313	3/30/23	R	Jamie Payne	Water Operator	9253 Midway
040-250-004 Replace meter.						
239	141	4/26/23	R	Billy Woodward	Water Operator	2403 Brown St
040-233-015 5/3/2023 jlt: per water operator - accessibility issue that he will look into. Repeated estimated readings - does this location have a meter? If not, please arrange for installation.						
240	188	4/26/23	R	Victor and Rosie Lopez	Water Operator	2345 Florida Ln
040-240-054 Repeated estimated readings - does this location have a meter? If not, please arrange for installation.						
241	173	4/26/23	R	John Staples	Water Operator	2381 Durham St
040-221-011 4/26/2023 - replace meter						
242	960	4/26/23	R	Justin and Sarah Price	Water Operator	2508 Durham-Dayton
039-450-003 4/26/2023 jlt: Repeated estimated readings - does this location have a meter? If not, please arrange for installation.						
243	285	4/26/23	R	Bonnie Caskey	Water Operator	2554 Durham-Dayton
039-450-018 4/26/2023 jlt: water operator reports meter is broken. Replace meter.						

<u>Order No</u>	<u>Tap</u>	<u>Issued</u>	<u>Completed</u>	<u>Name</u>	<u>Assigned to</u>	<u>Location</u>
244	968	5/2/23	R	Kanon Taylor	Water Operator	2368 Brown St
040-231-025 Please install new meter for a previously unmetered account (new connection or conversion from flat rate). Also update meter book - need to add new page. Please advise if I need to make billing address changes. New meter fee has been paid.						
245	806	4/7/23	R	Durham CUMC Parson	Water Operator	2404 Durham-Dayton
040-212-004 5/11/2023: Per water operator: There are three possible service connectins, two of which have been identified. There may be a cross connection between residence; the parking lot could have its own service line. Brown Engineering to continue to work to locate last service line. 4/24/2023: Brown Engineering unable to locate service line. 4/14/2023: unable to detect line with metal detector. 4/11/2023: Installed repair band to patch customer's pipe; still attempting to locate District service line. 4/7/2023: Water operator invesitgating leak; difficutly locating shut-off and service line.						

5/12/2023

Work Order List

1

<u>Order No</u>	<u>Tap</u>	<u>Issued</u>	<u>Completed</u>	<u>Name</u>	<u>Assigned to</u>	<u>Location</u>
201	11 9/1/22	9/1/22	R	Sandra Atteberry	Water Operator	9227 Midway
	Read Seq 104008					
203	622 9/12/22	11/9/22	R	Sis Gilmore	Water Operator	9462 Van Ness Way
	Read Seq 901007					
205	291 9/12/22	9/12/22	R	Diego & Marisa Guerra	Water Operator	9665 Teal Ln
	Read Seq 801001					
206	149 9/15/22	11/2/22	R	Bruce Karolyi	Water Operator	2378 Brown St
	Read Seq 211015					
207	257 9/19/22	11/2/22	R	John & Christy Patterson	Water Operator	2368 Florida Ln
	Read Seq 209009					
208	811 9/28/22	12/12/22	R	Tavis Beynon	Water Operator	60 San Rafael
	040-280-122					
210	807 10/6/22	11/2/22	R	St. James Catholic		2416 Faber St
	CLOSED					
212	226 10/26/22	10/26/22	R	Catherine Bailey	Water Operator	9393 Goodspeed St
	Read Seq 500001					
214	947 10/3/22	10/3/22	R	Steven and Michelle Bunch	Water Operator	30 San Rafael Ct
	APN 040-280-123					
215	947 10/28/22	10/28/22	R	Steven and Michelle Bunch	Water Operator	30 San Rafael Ct
	APN 040-280-123					
216	153 10/22/22	10/22/22	R	DC Investments One		9210 Goodspeed St
	APN 040-250-016					
217	906 11/29/22	12/12/22	R	Tate and Traci Wood	Water Operator	40 San Rafael Ct
	APN 040-280-109					
219	102 1/10/23	2/7/23	R	Albert Amator	Water Operator	2400 Campbell St
	040-221-017					
220	232 1/24/23	2/1/23	R	Gertrude Smith	Water Operator	2372 Faber St
	040-223-012					

5/12/2023

Work Order List

2

<u>Order No</u>	<u>Tap</u>	<u>Issued</u>	<u>Completed</u>	<u>Name</u>	<u>Assigned to</u>	<u>Location</u>
233	273 3/23/23	4/27/23	R	Carole Lee "Kelly" Lotti	Water Operator	2339 Brown St
040-234-007						
237	115 4/4/23	4/12/23	R	Jim Hamilton	Administrative Assistan	2414 Durham-Dayton
040-212-006						
238	115 4/17/23	4/19/23	R	Jim Hamilton	Water Operator	2414 Durham-Dayton
040-212-006						
246	640 4/2/23	4/3/23	R	Jesse & Elizabeth Martinez	Water Operator	2466 Tracy Ranch Rd
039-460-064						

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

This Space for Recorder Use Only

WELL AGREEMENT

This Well Agreement entered into this ____ day of April, 2023, by and between KYLE and SHANNA BROCK (hereinafter “Owners”) and DURHAM IRRIGATION DISTRICT, a local public agency formed and existing under Division 11 of the California Water Code (hereinafter “District”).

RECITALS

WHEREAS, Owners own property commonly known as 2469 Tracy Ranch Road, Durham, 95938, located in the County of Butte, State of California and identified further as Assessor Parcel Number 039-460-066 (hereinafter “Property”); and

WHEREAS, Owners are currently water service customers of District and will remain water service customers of District; and

WHEREAS, Owners wish to seek authorizations and permits to construct an alternative water supply by drilling a groundwater well and related facilities (hereinafter “Well”) for limited use on the Property described herein; and

WHEREAS, District is willing to not object to Owners seeking authorizations and permits for the Well on the terms set forth herein; and

WHEREAS, it is the intention and purpose of the parties that the Well only be used, maintained and operated to provide a reliable alternative supply of water to the Property for outdoor irrigation and in other limited circumstances, including an emergency situation, defined hereafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated by the parties, Owners and District agree as follows:

Agreement

1. Continued Use of District Water. Owners agree to remain water service customers in good standing with the District and to comply with all District rules, regulations and policies as they exist today and as the same may be modified by the District’s Board of Directors in the future.

2. District's Non-Opposition to New Well. Owners may pursue other necessary authorizations and permits to construct and thereafter operate and maintain the Well, including without limitation any land use entitlements from the County of Butte and Vina Groundwater Sustainability Agency (collectively Permits). District agrees it will not object to or otherwise oppose Owners seeking Permits. Owners acknowledge that District is not the guarantor of Owners' ability to successfully obtain Permits and District provides no representations beyond those stated herein that Owners may lawfully install and operate a Well on the Property.
3. Use of Well Water.
 - a. In Non-Emergencies: To ensure that the Well is operable, reliable and available for use in the event of an emergency, the Well may be used by Owners for outdoor uses at the Property.
 - b. In Emergencies: For purposes of this Agreement, an emergency will be deemed to exist at any time the District is not able to deliver an adequate amount of water for reasonable and beneficial domestic/indoor uses at the Property. In such an emergency, Owners may utilize the Well for all reasonable and beneficial domestic/indoor uses at the Property.
4. Backflow Devices. Prior to completion and operation of the Well and subject to pre-approval of design and installation specifications by District, Owners will segregate and separate outdoor and indoor water systems at the Property. Owners are not permitted to commingle outdoor and indoor water supplies, except temporarily in an emergency. Owners shall also install and thereafter operate, maintain, repair and replace as necessary a backflow prevention device to prevent Owners' Well water from potentially commingling with District's public water system. District staff, consultants or agents shall have the right to periodically inspect and ensure proper functionality of the backflow devices required under this Agreement. Owners shall be responsible for payment of all applicable fees and charges concerning the backflow device. Upon a determination by District that the backflow device is no longer functioning to prevent commingling, or the reasonable suspicion of imminent failure, Owners shall promptly repair or replace the backflow device at Owners sole cost and expense.
5. Integration. This is the full and complete agreement of District and Owners and supersedes all prior written or oral agreements or understandings. This Agreement may only be modified by written agreement of the parties that is executed before a notary and recorded in Owners' chain of title.
6. Binding on Successors. The rights and obligations herein shall be binding upon and run with the Property herein described so long as this Agreement is in effect and shall bind the respective parties hereto, their heirs, legal representatives, grantees, successors and assigns.
7. Indemnity. Owners shall indemnify, defend and hold harmless the District, its directors, officers, employees and representatives from and against any and all suits, action, legal or

administrative proceedings, claims, demands, costs and expenses of any nature for injuries arising from or related to this Agreement.

EFFECTIVE DATE: This Agreement shall become effective and operative upon execution of this document.

KYLE BROCK

DURHAM IRRIGATION DISTRICT

SHANNA BROCK

By: _____
_____, Name/Title

By: _____
_____, Name/Title

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of California)
County of _____) ss.

On _____, 2023, before me, _____, a notary public, personally appeared **KYLE BROCK** and **SHANNA BROCK**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____) ss.

On _____, 2023, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

REQUEST FOR PROPOSALS FOR GENERAL COUNSEL LEGAL SERVICES

Proposals Due: May 30, 2023

Issued by:



**9418-C Midway / P.O. Box 98
Durham, CA 95938
(530) 343-1594**

Request for Proposals

The Durham Irrigation District (District) issues this Request for Proposals (RFP) inviting law firms and individuals with experience representing local public agencies to submit proposals to serve as general counsel for the District, providing general counsel legal services, representing the District in legal proceeding and, as determined necessary, managing the engagement and coordination of special counsel. The firm/individual must be qualified to provide expertise in the areas of general municipal law, land use, personnel and labor relations, open meeting and conflict of interest laws and other matters as they may arise. Counsel serves under the direction and supervision of the District Board of Directors and acts as their legal advisor. The District reserves the right to retain or employ other attorneys or special counsel as may be needed, in its sole judgment, to take charge of any litigation or legal matters or to assist the District.

Background

The Durham Irrigation District was established in 1948 to serve the unincorporated community of Durham and surrounding area with high quality domestic water service. For over 70 years the District has adapted to ever-changing drinking water quality standards in order to provide superior water and excellent service to its valued customers. The District's current service area encompasses 499 acres (0.7 square miles) and approximately 466 service connections. The Durham Irrigation District is a special district that was created and funded by the Durham community residents to provide water services. The District is governed by a three-member Board of Directors.

Minimum Firm Requirements

All attorneys performing services for the District on behalf of the firm must be admitted to practice in the State of California and be members in good standing with the State Bar of California. The firm member with primary responsibility for the services provided to the District must have at least 10 years' experience providing general counsel legal services for public agencies. The firm must have demonstrated legal experience in the following practices in California:

- Laws and regulations governing local public agencies in California;
- Preparation, review and adoption of legal opinions, contracts, memorandum of understanding, resolutions, and policies; and
- Supervision of special counsel in litigation matters.

Insurance Requirements

The Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the proposer, its agent,

representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are as follows:

- General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability.
- Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL);
- Worker's Compensation Insurance at least equal to the State of California required minimums.
- Professional Errors and Omissions Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate liability.

Scope of Work

Counsel is hired by and reports to the Board of Directors and is responsible for advising on all legal matters. The primary responsibilities the District will require of its counsel shall include, but are not limited to, the following:

- Represent and provide legal advice and consultation on a regular basis to the District and District Staff as requested or required. Contacts are usually made by email or telephone and same-day response is typically expected.
- Attend monthly Board meetings (unless excused) in person and be prepared to advise the Board on matters on the agenda as well as procedural or substantive issues that arise during the meeting.
- Coordinate and manage the services and costs of all outside or special legal counsel within budgetary limits as approved by the Board.
- Recommend policies and procedures that comply with the requirements of the law.
- Keep the Board and District Staff informed of legislation or judicial opinions that have potential impact to the District.
- Prepare, review and revise staff documents, including, but not limited to, initiation of memorandums concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, and staff reports for the legal support of District functions and duties.
- Provide staff assistance, legal research and counseling related to the acquisition or sale of property, preparation of leases, deeds and easements, agreements, utility franchise agreements, operations governed by law, liability situations, grant guidelines, pension law, personnel, employee relations and other matters as necessary requiring legal advice.

- Provide guidance concerning the requirements of the Brown Act, Conflict of Interest (AB 1234), the Political Reform Act, the Public Records Act, due process, and other legal requirements imposed by statute and common law.
- Provide guidance and assist with the Proposition 218 process as it relates to rate increases by Special Districts.
- Assist with responses to Public Records Act requests.
- Research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Board and District staff on legal matters pertaining to District operations.
- Represent the District as requested before other governmental bodies and agencies to promote the interest of the District.
- Perform other legal duties as may be required by the District as may be necessary to complete the performance and functions mentioned above.
- Promptly return all phone calls from the Board and District Staff.

Proposal Requirements

All proposals must include and will be evaluated based on the following criteria:

- A detailed scope of services that reflects the firm's understanding of the District's requirements.
- Written responses to each of the "Minimum Firm Requirements" listed above, demonstrating the firm's experience and expertise for each subject area.
- Any potential conflicts of interest for the firm or its attorneys to provide the District with the legal services requested through this RFP.
- The lead counsel who will be primarily responsible for providing legal services to the District, and other attorneys and staff to be assigned to the District's legal matters.
- Please include the qualifications, training and certifications of lead counsel and all other attorneys and staff who will perform the services outlined herein.
- A list of public agencies and/or other nonprofit entities represented by the firm during the last five (5) years with contact information (including email and phone number of contact person) for each client and a brief description of the type of services provided. The District reserves the right to contact any of the references provided.
- A list of hourly rates and all cost reimbursements to perform the requested legal services for the District, including rates for lead counsel and all other attorneys and staff that would perform services for District.
- Provide a sample contract that the firm proposes to use for this engagement.

Proposal Submission

To be considered, proposals must be received by the District no later than 5:00 p.m. on May 30, 2023. Proposals must include a cover letter signed by a partner of the firm proposing and must be submitted in writing (not email) no later than the scheduled closing time. Three (3) copies of the proposal must be submitted and addressed to:

Durham Irrigation District
Attention: Jeannie Trizzino
9418-C Midway / PO Box 98
Durham, CA 95938

Inquireis

Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, no later than five (5) days before proposal due date to allow a reply to reach prospective Proposer before the proposal submission date. The written request must be submitted to Durham Irrigation District Administrative Assistant Jeannie Trizzino at admin@didwater.org

Proposal Evaluation

Selection of Proposer to interview with the Board will be based on the contents of their written proposal. Proposals will be rated according to the following criteria (in no particular order):

- Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in district operations;
- Understanding of municipal government issues and municipal law;
- Capability to perform legal services promptly and in a manner that permits the Board and District Staff to meet established deadlines and operate in an effective and efficient manner;
- Qualifications of the key staff that will be assigned to the District under this proposal;
- Familiarity with State of California Land Use Law;
- Communication skills;
- References of past or current municipal law clients or municipal practice;
- Proposed fee structure, including but not necessarily limited to, a monthly retainer, services included in monthly retainer, hourly rates for services not included in monthly retainer.
- Cost of providing services.
- Results of interviews with the Board.

During the evaluation process, the District reserves the right, where it may serve the Districts' best interest, to request additional information or clarification from proposing firms/individuals to allow corrections of errors or omissions. The District reserves the right to verify any information contained in proposals, including references, resumes, etc. The District reserves the right to investigate and research proposals, including facts and opinions that could be helpful in evaluating the capabilities of firms/individuals whether or not they were specifically included in the proposals.

Selection Process

The top-ranked firms/individuals may be requested to attend a meeting with the Board to be interviewed, and the Board will interview up to two individuals proposed as District Attorney from such firms. The interviews will allow the designated firms or individuals an opportunity to answer any questions the Board may have regarding their proposals. Participation in the interviews will be at no cost to the Board. The Board will make the final determination of the successful firm/individual.

Please note that in an effort to maintain the integrity of the interview process all proposing firms are prohibited from contact with the Board members outside of the formal interview process.

MEMORANDUM TO BOARD

TO: BOARD OF DIRECTORS

FROM: JEANNIE TRIZZINO

SUBJECT: INTERIM DISTRICT FISCAL OFFICER

DATE: MAY 10, 2023

CC:

This memorandum is to request that the Directors provide guidance on the assignment of interim District Fiscal Officer.

Currently the District's fiscal officer with respect to the State of California Annual Fiscal Transactions Report is District Counsel Jeff Carter, who will be retiring as of May 31, 2023.

I have no options to suggest, but would like the Board to provide guidance on how to proceed until such time as new District General Counsel is under contract.



RGS is committed to reducing paper waste by converting to electronic processes. Toward these waste reduction goals, RGS uses DocuSign to digitally sign and execute our Agreements. DocuSign provides a secure and legally binding digital signature process which eliminates the need for printing and distribution of documents for signature. Additionally, and especially under the current health and safety restrictions, RGS requests that agencies use electronic payment methods whenever possible to reduce mailing and paper expenses. RGS requests your assistance with meeting these waste reduction goals by joining us in the use of DocuSign and electronic payment methods during our collaboration.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- Expert Services: RGS serves exclusively public sector agencies with its team of public-sector experts.
- Innovation: RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- Customer Driven: RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's **unique organizational needs**.
- Perseverance: Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- Open Source Sharing: RGS tracks emerging best practices and shares them, learning **openly from each other's** hard-won experience.
- Commitment: Government **agencies are the public's only choice for many services**. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should **and will know how RGS sets its rates**. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's **interests** consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the XX day of MONTH 2022, by and between the AGENCY, a municipal Agency (“Agency”), and Regional Government Services Authority (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached Exhibits, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the Exhibits.

- 1.1 Standard of Performance. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor. To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel. Assignment of personnel to provide the services described in the Exhibits is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.
- 1.4 Time. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the Exhibits.

Section 2. Term of Agreement and Termination.

- 2.1 Services shall commence on or about **DATE XX, 2022**, and this Agreement is anticipated to remain in force to **DATE XX, 2022**, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if **Section 3 contains a “not to exceed” amount, until RGS charges for services** reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to-month basis, it shall automatically terminate upon the ninety-first (91st) continuous day with no billable service hours. After the ninety-first (91st) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.
- 2.2 This Agreement may be terminated by either Party, with or without cause, upon **30 days’ written notice. Agency has the sole discretion to determine if the** services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment for services under this Agreement shall not exceed \$**XXX** and shall be as provided in the Exhibits.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

- 5.1 It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the **results of RGS’ services rendered pursuant to this Agreement. In furtherance of** this Section 5.1, the Parties agree as follows:

- 5.1.1 Agency shall not request from RGS or from an RGS employee providing services **pursuant to this Agreement an RGS employee’s Social Security** Number or other similar personally identifying information.
- 5.1.2 Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of **this Section 5.1, “third party” means** another government agency, private company, or individual.

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the Exhibits. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's **objectives**. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.

5.3 Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the Exhibits.

5.4 RGS employees may require **access to Agency's computer systems and networks** to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)

5.5 Agency shall not have any right to discharge any employee of RGS from RGS employment.

5.6 RGS shall, at its sole expense, supply for its employees providing services to Agency **pursuant to this Agreement any and all benefits, such as worker's** compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. General Liability Coverage. RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 **Workers' Compensation Coverage.**

6.1.1 General requirements. RGS shall, at its sole cost and expense, **maintain Workers' Compensation coverage and Employer's Liability** coverage with limits of not less than \$1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. **The Workers' Compensation coverage shall be** endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an **amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.**

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, and agents, shall be covered as **additional covered parties with respect to RGS' general** commercial, and automobile coverage for claims, demands, and causes of action **arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.**
- b. **An endorsement to RGS' general commercial** and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

6.4.2 Acceptability of coverage providers. All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

- 6.4.3 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.
- 6.4.4 Subcontractors. RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation. During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions. RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages. The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

- 7.1 Governing Law. The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements. If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

- 7.5 Licenses and Permits. RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 Nondiscrimination and Equal Opportunity. RGS shall not discriminate on **the basis of a person's race, religion, color, national origin, age, physical or** mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 **Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information. RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 RGS Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Venue/Attorneys' Fees. Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to **reasonable attorney's fees and costs of litigation**.

Section 14. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent **RGS bill rate for the RGS employee's** services to Agency. **This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.**

Section 16. Entire Agreement. This Agreement, including the Exhibits, comprises the entire Agreement.

Section 17. Indemnification.

17.1 **RGS' indemnity obligations**.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, **boards and commissions, officers, and employees ("Indemnitees") from and against** all claims, demands, and causes of action by third parties, including but not limited to **attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS'** negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. **RGS'** obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

17.2 **Agency's indemnity obligations**. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of **Agency's actions as a governmental entity**. **Thus**, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action,

or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) (**"Retirement Program"**), **it is possible that the Retirement Program** may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. **In the event that the Agency's Retirement Program initiates an inquiry** that includes examination of whether individuals providing services under this Agreement **to Agency are Agency's employees, Agency shall inform** RGS within five days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the **Agency's Retirement Program** to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: **INFO**

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____ Agency

By: _____
AGENCY

DATED: _____ Regional Government Services Authority

By: _____
Richard H. Averett, Executive Director

Exhibit A

Compensation.

1. Fees. Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, **which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.**

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this **Agreement is based upon RGS' costs of providing the services required hereunder.** The Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the Parties agree that adjustments to the hourly rate **shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee.** On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no **increase in the prior year's hourly rates.** In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Administrative Cost.** Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** **RGS shall submit invoices monthly for the prior month's services.** Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working **days'** advance written notice.

Payment Process/Address. RGS prefers invoices be paid electronically. Please contact RGS for electronic payment instructions —

Jefferson Kise, MBA, RGS Finance and Operations Manager
(831) 308-2718 | jkise@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

Should it be necessary for payments to be made by check then please use the following address:

Regional Government Services Authority
PO Box 1350 | Carmel Valley, CA 93924

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to \$205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign an RGS employee or employees to perform the functions as described below:

- Perform the functions as assigned by the RGS lead advisor.
- Be reasonably available to perform the services during the normal work week.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS lead.
- Perform other duties as are consistent with the services described herein and approved by the RGS lead advisor.
- Perform related work as required as approved by the RGS lead advisor.
- Such employee may perform services at Agency offices available or at other locations.

Scope of Services

Subject to the terms and conditions of this Agreement, RGS shall assign RGS employee(s) to serve as Advisors to Durham Irrigation District hereafter "Agency", which may require performing any or all of the functions described below:

1. Provide immediate ongoing payroll consulting services to the Agency. Consulting services include implementation of work on identified priority projects, and also include the following activities as needed:
 - 1.1 Research and diagnose ongoing issue with Employment Development Department
 - 1.2 Provide consultation and guidance on resolution for Employment Development Department issue.
2. Be reasonably available to perform the services during the normal work week. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS Lead Advisor or Advisors.
3. RGS will maintain open communication lines with Agency staff through written documentation, video conference calls, phone, and e-mail.
4. The work will be done remotely or onsite. RGS Advisors may only work onsite with the authority of the RGS Human Resources Services Director.
5. Projects and activities may be modified on request of the Agency. Agency will only be invoiced for the actual hours worked.
6. The RGS team assigned will be led by a Lead Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS staff, with equal or lower bill rates, will be assigned to projects or tasks at Lead Advisor's discretion.