

FINAL AGENDA  
BOARD OF DIRECTORS REGULAR MONTHLY MEETING  
JANUARY 14, 2021

<i>Brenda Haynes, President</i>	<b>Anderson-Cottonwood Irrigation District</b> 2810 Silver Street, Anderson, CA 96007	<i>Tiger Michiels, Director</i>
<i>Audie Butcher, Vice President</i>	(530) 365-7329 Fax (530) 365-7623	<i>Ray Eliante, Director</i>
<i>John Currey, General Manager</i>	www.andersoncottonwoodirrigationdistrict.org	<i>Rick Williams, Director</i>

**AGENDA  
BOARD OF DIRECTORS  
REGULAR MONTHLY MEETING  
JANUARY 14, 2021**

**REGULAR SESSION - 6:00 P.M.  
CLOSED SESSION FOLLOWING**

**Meeting will take place at the District Office  
2810 Silver Street, Anderson, CA  
Allowing only Board Members and ACID Staff to attend.**

**Public Participation Via Phone**

**Submission of Public Comments:  
For those wishing to make public  
comments at the December 10, 2020 Board Meeting,  
please submit your comments by email to be read aloud  
at the meeting by the General Manager, John S. Currey.  
Email comments to General Manager at GM@acidistrict.org**

**Pursuant to Executive Order N-29-20  
Directors, staff, and the public may participate remotely by calling:**

**1-425-436-6330  
Access Code: 2717977**

- 1. CALL TO ORDER**
- 2. PRESETATIONS**
- 3. PUBLIC PARTICIPATION**

This time is set-aside for members of the public that wish to address the Board regarding operations of the District within the jurisdiction of the Board. Any member of the public on the telephone may speak during the Public Participation period. Individuals are requested to limit their comments to a maximum of three minutes.

The Brown Act prohibits the Board from taking action on any item not placed on the printed Agenda in most cases.

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BOARD OF DIRECTORS REGULAR MONTHLY MEETING  
JANUARY 14, 2021

**4. CONSENT AGENDA**

Consent Agenda items are expected to be routine and non-controversial. They will be acted upon by the Board at one time without discussion. Any member of the public, staff or Board may request that an item be removed from the Consent Agenda for separate discussion. Are there any requests to remove any items from the Consent Agenda?

- 4.1 Minutes – Approve the Minutes of the regular meeting December 10, 2020
- 4.2 Financial Status Report for Year-to-Date Through December 2020
- 4.3 Payroll: Approve Payroll Check Register for the Month of December 2020
- 4.4 EFTPS & ACH Transactions – Approve EFTPS & ACH transactions for the Payroll Periods Ending November 30, 2020 and December 15, 2020
- 4.5 Voided and/or missing checks for December 2020

**END OF CONSENT AGENDA**

- 4.6 Items (IF ANY) Removed from the Consent Agenda

**5. ACTION ITEMS**

- 5.1 Consider approval of the Cash Disbursements Journal for December 1, 2020 to December 31, 2020
- 5.2 Review and provide direction to staff regarding Moores Vintage Farms LLC Request to receive Irrigation Water on Parcels 055-510-001, 002,003, 004 and 055-030-016 Located East of I-5 and North of Smith Bottom Road
- 5.3 Discuss and consider non-cash payment options
- 5.4 Review and consider adopting a Purchasing and Procurement Policy
- 5.5 Review and consider approving a template for on-call Service Agreement for Weed Abatement and Equipment Services
- 5.6 Review and provide input on the draft newsletter template
- 5.7 Review and consider adopting management goals and objectives for 2021
- 5.8 Consider conducting an additional Board of Director meeting every 4th Thursday of each month at the ACID office until further notice

**6. GENERAL MANAGERS REPORT**

*Administrative – Construction – Maintenance – Operations*

FINAL AGENDA  
BOARD OF DIRECTORS REGULAR MONTHLY MEETING  
JANUARY 14, 2021

**7. DIRECTOR'S REPORTS**

- Comments on District Activities
- Questions to Staff on District Issues

**CLOSED SESSION**

**C.S.1 CLOSED SESSION CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Government Code section §54956.8)

Confer with District negotiators (John Currey and Counsel Dustin Cooper) regarding Terms and Condition of a potential 2021 Water Transfer with buyer located south of the Delta

**C.S.2 CLOSED SESSION CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Government Code section §54956.8)

Confer with District negotiators (John Currey and Counsel Dustin Cooper) regarding the terms and conditions of a potential amendment to the current long-term water transfer with Bella Vista Water

**C.S.3 CONFERENCE WITH LABOR NEGOTIATOR**

(Government Code section §54957.6(a)) District Personnel Committee in Regard to Collective Bargaining Agreement with Teamsters Local #137. District's Labor Negotiator: General Manager

**C.S.4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

(Government Code Section §54957)

Title: General Manager Evaluation

**8. ADJOURNMENT**

DRAFT MINUTES  
BOARD OF DIRECTORS REGULAR MONTHLY MEETING  
DECEMBER 10, 2020

<i>Brenda Haynes, President</i>	<b>Anderson-Cottonwood Irrigation District</b> 2810 Silver Street, Anderson, CA 96007	<i>Tiger Michaels, Director</i>
<i>Audie Butcher, Vice President</i>	(530) 365-7329 Fax (530) 365-7623	<i>Ray Eliante, Director</i>
<i>John Currey, General Manager</i>	www.andersoncottonwoodirrigationdistrict.org	<i>Rick Williams, Director</i>

**MINUTES  
REGULAR MONTHLY MEETING  
DECEMBER 10, 2020**

**1. CALL TO ORDER**

General Manager John Currey called the meeting to order at 6:00 pm

Directors Present:	Haynes, Eliante, Williams, Butcher
Directors Absent:	Michiels
Staff Present:	Currey, Passmore, Bankson
Staff Present via Phone:	White

**2. ADMINISTER OATH OF OFFICE TO DIRECTORS**

General Manager John Currey administered the Oath of Office to Ray Eliante and Rick Williams as new Board Members.

**3. CONDUCT ELECTION OF BOARD OFFICERS FOR DECEMBER 2020 AND CALENDAR YEAR 2021 – PRESIDENT AND VICE PRESIDENT**

General Manager Currey conducted the election. Brenda Haynes was nominated to serve as ACID Board President.

Director Williams moved to approve Brenda Haynes for ACID Board President, Director Eliante made the second with a 4 – 0 vote

Audie Butcher was nominated to serve as ACID Vice President

Director Eliante moved to approve Audie Butcher for Board Vice President; Director Williams made the second with a 4 – 0 vote

President Haynes conducted the remaining topics on the Agenda

**4. PUBLIC PARTICIPATION - None**

**5. CONSENT AGENDA**

**5.1 Minutes – Approve the Minutes of the regular meeting November 12, 2020**

DRAFT MINUTES  
BOARD OF DIRECTORS REGULAR MONTHLY MEETING  
DECEMBER 10, 2020

- 5.2 Financial Status Report for Year-to-Date Through November 2020
- 5.3 Payroll: Approve Payroll Check Register for the Month of November 2020
- 5.4 EFTPS & ACH Transactions – Approve EFTPS & ACH Transactions for the Payroll Periods Ending October 31 and November 15, 2020
- 5.5 Voided and/or Missing Checks for November 2020

Vice President Butcher moved to approve the Consent Agenda as submitted, Director Williams made the second with a 4 – 0 vote

**END OF CONSENT AGENDA**

- 5.6 Items (IF ANY) Removed from the Consent Agenda - None

**6. ACTION ITEMS**

- 6.1 Consider approval of the Cash Disbursements Journal for November 1, 2020 to November 30, 2020

After discussion of a few items, Director Williams moved to approve the Cash Disbursements Journal for November 1, 2020 as presented, Director Eliante made the second with a 4 – 0 vote

- 6.2 Consider Approval of the 2021 Proposed Operating Budget

President Haynes asked GM Currey if he would be inclined to amend the budget throughout the 2021 year, if necessary. Currey responded by explaining his budget management style in regard to making amendments/adjustments. Currey plans to analyze the budget midyear and present the Board with a onetime adjustment to various budget line items, if necessary.

General (Operational) Revenues	\$1,247,798
Property Tax & Interest	\$551,500
<b>Total Revenues</b>	<b>\$1,799,298</b>
Salaries & Benefits	\$851,408
Administration	\$160,225
General Maintenance	\$54,500
Canal Maintenance & Operations	\$566,000
<b>Total Expenditures</b>	<b>\$1,632,133</b>
Net Position (Operations)	\$167,165
Capital Improvements	\$165,000

Vice President Butcher moved to approve the 2021 Proposed Operating Budget, Director Williams made the second with a 4 – 0 vote

DRAFT MINUTES  
BOARD OF DIRECTORS REGULAR MONTHLY MEETING  
DECEMBER 10, 2020

**6.3 Receive Staff Report and consider Approving an Application Fee Policy**

GM Currey reviewed his reasoning for the proposed Application Fee Policy that established:

- 1) One application fee is charged for each landowner of an individual parcel or adjacent parcels.
- 2) If a landowner requires ACID to track and/or bill multiple individuals, then each individual will be charged a separate application fee.
- 3) If landowner has non-adjacent parcels a separate application fee is charged for each unique parcel.

Currey answered question from the Directors regarding the implementation of the policy.

Director Williams moved to approve the Application Fee Policy as presented, Director Eliante made the second with a 4 – 0 vote

**6.4 Receive Staff Report and Consider Approval of 2021 Application and Agreement for Water Service**

After reviewing the 2021 Application and Agreement for Water Service, it was noted that the amount of application fee needs to be printed on the form and a few adjustments to the formatting were suggested.

President Haynes approached the Board with a conversation about ACID receiving “cash payments”. After discussion, there was a unanimous agreement amongst the Board to phase out receiving cash beginning with 2021 Irrigation Season. Director Eliante offered his assistance to help and direct GM Currey to gather information on an online payment system. Currey will gather information to present to the Board on the January Agenda.

Director Eliante moved to approve the 2021 Application and Agreement for Water Service; Director Williams made the second with a 4 – 0 vote

**6.5 Consider Approval of 2021 ACID Board Meeting schedule**

Director Eliante moved to approve the 2021 ACID Board Meeting schedule as presented, Director Williams made the second with a 4 – 0 vote

**7. GENERAL MANAGER’S REPORT**

Currey said the crew is currently working on replacing broken pipes and will move toward creating a maintenance plan that will be available at January Board Meeting.

DRAFT MINUTES  
BOARD OF DIRECTORS REGULAR MONTHLY MEETING  
DECEMBER 10, 2020

Spraying – Currey and Scott Passmore are looking at a plan to identify sites along the canal that need to be sprayed. Currey has submitted a purchasing policy and an on-call service agreement template to Dustin Cooper for his review.

The Board of Directors would like to have a map of the District including Laterals. Director Eliante made mention that The City of Redding has a portal on their website that ACID could download the link to post on our ACID website. Currey will research how to “publish” the District GIS maps on the web.

**8. DIRECTOR’S REPORTS**

President Haynes reported that she received a phone call regarding the need to clean the fish screen viewing facility at the Diversion Dam.

Director Butcher had nothing to report on behalf of the District  
Director Elainte had nothing to report on behalf of the District  
Director Williams had nothing to report on behalf of the District.  
Director Michiels – absent

President Haynes announced the closed session. The meeting was adjourned to a short recess at 7:38pm to be convened to closed session

**CLOSED SESSION**

**C.S.1 CONFERENCE WITH LABOR NEGOTIATOR**

(GOVERNMENT CODE §54957.6(a)) District Personnel Committee in Regard to Collective Bargaining Agreement with Teamsters Local #137. District’s Labor Negotiator: General Manager

**C.S.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

(Government Code Section 54957)  
Title: General Manager Evaluation

The Board reported that no action was taken in closed session.

**8. ADJOURNMENT 8:45pm**

**Anderson-Cottonwood Irrigation District**  
2810 Silver Street  
Anderson, California 96007  
Telephone 530-365-7329  
Fax: 530-365-7623

**DATE:** January 6, 2021  
**TO:** Board of Directors

**FROM:** Terri White, Chief Financial Officer / Assistant GM  
January 14, 2021 Board Meeting:  
Financial Status Report for December

The year-to-date financial status report as of December 31, 2020 is submitted herewith for Board review.

**SUMMARY**

Total revenues: \$2,247,341 (irrigation sales, insurance reimbursement, CVP water transfer, base supply transfer and miscellaneous income).

Total expenditures: \$1,524,082 (routine monthly expenses, canal repairs, water transfer expense and CVP water purchase).

The District's total funds on deposit on December 31, 2020 were \$3,443,760.



**Anderson Cottonwood Irrigation District**  
**2020 Financial Status Report**  
*Month Ending December 2020*

**Revenues**

Account Number	Budget Item	Year To Date	2020 Approved Budget	Percent Used	Balance Available
<b>General</b>					
4111	Water Sales / Prior Year	\$0	\$500	0%	\$500
4112	Water Sales / Business	\$8,943	\$10,000	89%	\$1,057
4114	Water Sales / Irrigation	\$728,310	\$726,670	100%	(\$1,640)
4115	Water Transfer / CVP	\$469,478	\$397,413	118%	(\$72,065)
4117	Water Transfer / Base Supply	\$684,950	\$0	0%	(\$684,950)
4934	Penalty Revenue	\$3,169	\$2,000	158%	(\$1,169)
4971	Sale of Equipment	\$0	\$5,000	0%	\$5,000
4980	Misc. Revenue	\$60,148	\$0	0%	(\$60,148)
4984	Drainage Revenue	\$25,000	\$0	0%	(\$25,000)
4991	Contract/Project Income	\$1,846	\$0	0%	(\$1,846)
	Sub-Total	\$1,981,844	\$1,141,583	174%	(\$840,261)
<b>Property Tax &amp; Interest</b>					
4920	Interest Revenue	\$6,370	\$20,000	32%	\$13,630
4930	Prop. Taxes / Shasta	\$241,803	\$399,000	61%	\$157,197
4931	Prop. Taxes / Tehama	\$17,324	\$30,000	58%	\$12,676
	Sub-Total	\$265,497	\$449,000	59%	\$183,503
	Total Revenues	\$2,247,341	\$1,590,583	141%	(\$656,758)
<b>Receivables</b>					
1372	Water Transfer Receivable	\$31,845	\$0	0%	(\$31,845)
1441	Water Sales Receivable	\$4,953	\$0	0%	(\$4,953)
4930	Prop. Taxes / Shasta (estimate)	\$285,375	\$0	0%	(\$285,375)
4931	Prop. Taxes / Tehama (estimate)	\$27,723	\$0	0%	(\$27,723)

**Anderson Cottonwood Irrigation District**  
**2020 Financial Status Report**  
*Month Ending December 2020*

**Expenditures**

Account Number	Budget Item	Year To Date	2020 Approved Budget	Percent Used	Balance Available
<b>Salaries &amp; Benefits</b>					
5010	Reg. Salaries (Admin)	\$165,809	\$183,500	90%	\$17,691
5012	Overtime (Admin)	\$0	\$0	0%	\$0
5014	Retirement (Admin)	\$7,066	\$10,200	69%	\$3,134
5015	Social Security (Admin)	\$10,540	\$11,400	92%	\$860
5016	Workers Comp. (Admin)	\$869	\$730	119%	(\$139)
5017	Unemployment Ins. (Admin)	\$1,302	\$1,350	96%	\$48
5018	Medicare (Admin)	\$2,465	\$2,662	93%	\$197
5019	Health Insurance (Admin)	\$40,901	\$46,356	88%	\$5,455
5110	Reg. Salaries (T&D)	\$256,910	\$292,300	88%	\$35,390
5112	Overtime (T&D)	\$14,890	\$6,000	248%	(\$8,890)
5114	Retirement (T&D)	\$17,421	\$26,960	65%	\$9,539
5115	Social Security (T&D)	\$14,698	\$18,150	81%	\$3,452
5116	Workers Comp. (T&D)	\$37,955	\$55,000	69%	\$17,045
5117	Unemployment Ins. (T&D)	\$4,284	\$3,600	119%	(\$684)
5118	Medicare (T&D)	\$3,437	\$4,300	80%	\$863
5119	Health Ins. (T&D)	\$68,966	\$134,175	51%	\$65,209
	Sub-Total	\$647,513	\$796,683	81%	\$149,170
<b>Administration</b>					
6001	Medical Exp. / Supplies	\$1,425	\$1,200	119%	(\$225)
6002	Travel / Training Expense	\$360	\$2,000	18%	\$1,640
6003	Office Supplies / Expense	\$9,451	\$7,000	135%	(\$2,451)
6004	Office Equip. & Maintenance	\$4,242	\$1,000	424%	(\$3,242)
6005	Association Dues	\$20,569	\$16,500	125%	(\$4,069)
6006	Public Notices	\$1,039	\$500	208%	(\$539)
6007	Election Expense	\$0	\$2,400	0%	\$2,400
6008	Legal Fees / Expense	\$13,872	\$14,000	99%	\$128
6009	SRSC Corporation	\$21,275	\$22,000	97%	\$725
6010	Maintenance Agreements	\$11,738	\$10,300	114%	(\$1,438)
6012	Vehicle Insurance	\$3,331	\$3,500	95%	\$169
6013	Management Expense Acct.	\$0	\$1,000	0%	\$1,000
6014	Liability Claims	\$0	\$1,000	0%	\$1,000
6015	Property / Liability Insurance	\$21,571	\$22,500	96%	\$929
6016	Permit Fees	\$18,235	\$10,000	182%	(\$8,235)
6017	County Taxes / Assessments	\$5,118	\$10,000	51%	\$4,882
6018	Consultant Services	\$0	\$2,500	0%	\$2,500
6019	Audit / Accounting Services	\$8,000	\$8,000	100%	\$0
6023	Utilities	\$18,370	\$15,000	122%	(\$3,370)
6024	Misc. Expense	\$507	\$1,000	51%	\$493
6026	District GIS	\$2,500	\$2,500	100%	\$0
6027	SGMA	\$0	\$2,500	0%	\$2,500
	Sub-Total	\$161,603	\$156,400	103%	(\$5,203)

**Anderson Cottonwood Irrigation District**  
**2020 Financial Status Report**  
*Month Ending December 2020*

Account Number	Budget Item	Year To Date	2020 Approved Budget	Percent Used	Balance Available
<b>General Maintenance</b>					
7000	Fuels	\$10,451	\$23,000	45%	\$12,549
7002	Light Vehicles	\$3,581	\$4,000	90%	\$419
7003	Heavy Vehicles	\$0	\$4,000	0%	\$4,000
7004	Light Equipment	\$1,896	\$3,000	63%	\$1,104
7005	Heavy Equipment	\$4,066	\$7,000	58%	\$2,934
7008	Maintenance Supplies	\$9,532	\$10,000	95%	\$468
7009	Buildings / Yard Maintenance	\$47	\$1,500	3%	\$1,453
7010	Small Tools & Equipment	\$1,126	\$2,000	56%	\$874
	Sub-Total	\$30,699	\$54,500	56%	\$23,801
<b>Canal Maintenance &amp; Operations</b>					
8000	SCADA Maintenance	\$7,430	\$3,000	248%	(\$4,430)
8001	Diversion Facilities Maint.	\$15,631	\$14,000	112%	(\$1,631)
8002	Contracted Services	\$0	\$19,000	0%	\$19,000
8003	Chemicals	\$415	\$13,000	3%	\$12,585
8004	Canal Maintenance & Exp.	\$20,606	\$50,000	41%	\$29,394
8005	Pump Maintenance	\$15,820	\$30,000	53%	\$14,180
8006	Utilities / Pumping	\$121,515	\$134,000	91%	\$12,485
8007	Water Purchases / CVP	\$324,248	\$240,000	135%	(\$84,248)
8008	Water Rights Protection	\$66,568	\$80,000	83%	\$13,432
8010	Water Transfer / Base Supply	\$112,034	\$0	0%	(\$112,034)
	Sub-Total	\$684,267	\$583,000	117%	(\$101,267)
<b>Prepaid Expenses</b>					
1450	Prepaid Expense (BOR)	\$46,786	\$0	\$0	(\$46,786)

**Anderson Cottonwood Irrigation District**  
**2020 Financial Status Report**  
*Month Ending December 2020*

**Balance Summary**

	Year To Date	2020 Approved Budget	Percent Used	Balance Available
Total Expenditures	\$1,524,082	\$1,590,583	96%	\$66,501
Total Revenue	\$2,247,341	\$1,590,583	141%	(\$656,758)

**Depreciable Expenses**

	Year To Date	2020 Approved Budget	Percent Used	Balance Available
<b>Capital Improvement</b>				
1112 Land	\$0	\$0	0%	\$0
1114 Pumps	\$117,579	\$100,000	118%	(\$17,579)
1116 Trans & Distribution Plant	\$5,897	\$0	0%	(\$5,897)
1117 Equipment (Machinery)	\$0	\$0	0%	\$0
1118 Auto & Trucks	\$0	\$0	0%	\$0
1119 Buildings	\$25,955	\$0	0%	(\$25,955)
1120 Office Furniture & Equipment	\$0	\$0	0%	\$0
1123 Yard Improvement	\$0	\$0	0%	\$0
1124 Canal Lining & Pipe	\$399,164	\$100,000	399%	(\$299,164)
1125 Canal Safety Project	\$0	\$0	0%	\$0
1126 Main Canal Metering	\$0	\$0	0%	\$0
1127 Main Dam Improvement	\$0	\$0	0%	\$0
1132 Fish Screens	\$0	\$15,000	0%	\$15,000
1133 Fish Ladders	\$0	\$0	0%	\$0
1134 SCADA Equipment	\$0	\$0	0%	\$0
1135 Groundwater Program	\$0	\$0	0%	\$0
<b>Total</b>	<b>\$548,595</b>	<b>\$215,000</b>	<b>255%</b>	<b>(\$333,595)</b>

**Anderson Cottonwood Irrigation District**  
**2020 Financial Status Report**  
*Month Ending December 2020*

**District Funds on Deposit**

L.A.I.F.	\$1,027,486			
TCB Checking	\$394,979			
Petty Cash	\$100			
Imprest Cash	\$200			
TCB Money Market Acct.	\$730,569			
Tri Counties Bank CD	\$1,290,426			
Total Cash	\$3,443,760			

**Breakdown Of Funds on Deposit**

General Fund	\$3,505,882			
Equipment Reserve	\$63,040			
Cap. Improvement Fund	(\$333,595)			
Drainage Fund	\$25,000			
Water Rights Protection	\$183,433			
Total Cash	\$3,443,760			

Anderson Cottonwood Irrigation District  
Payroll Register  
For the Period From Dec 1, 2020 to Dec 31, 2020

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Employee ID Employee Reference Date	Pay Type	Pay Hrs	Pay Amt
12 White, Teresa L. 6605 12/1/20	Regular SickLeave Office_Clea	72.00 16.00 2.50	2,041.92 453.76 106.35
19-05 Bankson, Robin L. 6606 12/1/20	Regular SickLeave	79.50 8.50	1,510.50 161.50
20-01 Currey, John S. 6607 12/1/20	Reg_Salarie	88.00	3,958.33
20-06 Cannafax, Johnathon M. 6608 12/1/20	Ditchtender	88.00	1,520.64
20-07 Vega, Phillip M. 6609 12/1/20	Ditchtender	72.00	1,172.88
23 Passmore, Scott C. 6610 12/1/20	Main_Sup Vacation	64.00 24.00	1,384.32 519.12
30 Poliak, Jeff B. 6611 12/1/20	Ditchtender Sick_Leave Vacation	72.00 8.00 8.00	1,172.88 130.32 130.32
33 Vega, Phillip 6612 12/1/20	Ditchtender Sick_Leave	64.00 24.00	1,042.56 390.96
47 Graeber, Dustin J. 6613 12/1/20	Ditchtender Sick_Leave Vacation	39.50 8.50 40.00	643.46 138.47 651.60
12 White, Teresa L. 6614 12/16/20	Regular SickLeave Office_Clea	69.75 18.25 2.75	1,978.11 517.57 116.99

Anderson Cottonwood Irrigation District  
Payroll Register  
For the Period From Dec 1, 2020 to Dec 31, 2020

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Employee ID Employee Reference Date	Pay Type	Pay Hrs	Pay Amt
19-05 Bankson, Robin L. 6615 12/16/20	Regular	87.00	1,653.00
20-01 Currey, John S. 6616 12/16/20	Reg_Salarie	88.00	3,958.33
20-06 Cannafax, Johnathon M. 6617 12/16/20	Equip_Oper	88.00	1,520.64
20-07 Vega, Phillip M. 6618 12/16/20	Dichtender	88.00	1,433.52
23 Passmore, Scott C. 6619 12/16/20	Main_Sup Sick_Leave Vacation	80.00 45.00 8.00	1,730.40 973.35 173.04
30 Poliak, Jeff B. 6620 12/16/20	Dichtender Sick_Leave	85.00 3.00	1,384.65 48.87
33 Vega, Phillip 6621 12/16/20	Dichtender Sick_Leave	67.50 20.50	1,099.58 333.95
47 Graeber, Dustin J. 6622 12/16/20	Dichtender Sick_Leave	48.50 39.50	790.07 643.46
Summary Total 12/1/20 thru 12/31/20	Reg_Salarie Sick_Leave Vacation Dichtender Equip_Oper Regular Sick_Leave Office Clea	176.00 42.75 80.00 624.50 88.00 308.25 45.00 5.25	7,916.66 1,132.83 1,474.08 10,260.24 1,520.64 7,183.53 973.35 223.34

Anderson Cottonwood Irrigation District  
 Payroll Register  
 For the Period From Dec 1, 2020 to Dec 31, 2020

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Employee ID Employee Reference Date	Pay Type	Pay Hrs	Pay Amt
	Sick_Leave	103.50	1,686.03
	Main_Sup	144.00	3,114.72
	Reg_Salarie	176.00	7,916.66
	SickLeave	42.75	1,132.83
	Vacation	80.00	1,474.08
	Ditchtender	624.50	10,260.24
	Equip_Oper	88.00	1,520.64
	Regular	308.25	7,183.53
	Sick_Leave	45.00	973.35
	Office_Clea	5.25	223.34
	Sick_Leave	103.50	1,686.03
	Main_Sup	144.00	3,114.72
Report Date Final Total 12/1/20 thru 12/31/20			





Anderson Cottonwood Irrigation District  
**Cash Disbursements Journal**  
 For the Period From Dec 1, 2020 to Dec 31, 2020

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
12/1/20	4926	2224	W/H for DG for 12/02/20 payroll peiord	50.00	
		1308	Shasta County Sheriff's Office		50.00
12/1/20	4927	2226	457 W/H for SP, 12/01/20 payroll period	75.00	
		1308	Variable Annuity Life Ins. Co.		75.00
12/4/20	4928	6023	monthly charges	12.30	
		1308	City Of Anderson		12.30
12/4/20	4929	6023	monthly telephone and internet charges/service	372.72	
		1308	Spectrum Business		372.72
12/4/20	4930	6001	annual fee for consortiuml program (two employees)	600.00	
		1308	Compliance Associates		600.00
12/4/20	4931	8001	catwalk at dam	147.79	
		1308	Gerlinger Steel & Supply		147.79
12/4/20	4932	8001	file, knee pads for dam	85.90	
		7008	grinding wheel, WD 40	26.92	
		1308	Hardware Express		112.82
12/4/20	4933	8010	2020 water transfer	729.50	
		8008	general engineering consulting services	1,043.75	
		1308	MBK Engineers		1,773.25
12/4/20	4934	6003	drinking water for office	29.90	
		1308	Mt. Shasta Spring Water		29.90
12/4/20	4935	7005	feet for outriggers, backhoe	218.79	
		1308	PAPE Machinery, Inc.		218.79
12/4/20	4936	6023	monthly power for office/shop	503.77	
		8006	monthly power for well #1	704.42	
		8006	monthly power for Supan pump	468.58	
		8006	monthly power for Perrys pond	159.54	
		8006	monthly power for Dymesich Pond	339.17	
		8006	monthly power for Cottonwood Hyline	414.56	
		8006	monthly power for Well #2	83.49	
		1308	Pacific Gas & Electric		2,673.53
12/4/20	4937	6003	late fee	32.00	
		1308	Pitney Bowes		32.00
12/4/20	4938	7004	repair of hyd. hose on boom at dam	391.43	
		1308	Ray's Truck & Equipment Repair		391.43
12/4/20	4939	6003	annual cleaning of office carpet	140.00	
		1308	Preferred Carpet Care		140.00
12/4/20	4940	5016	workers comp for November/Admin	55.54	
		5116	workers comp for November/T&D	3,341.69	
		1308	State Fund		3,397.23

Anderson Cottonwood Irrigation District  
**Cash Disbursements Journal**  
 For the Period From Dec 1, 2020 to Dec 31, 2020

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
12/4/20	4941	6016 1308	annual water right fee State Water Resources Control Board	2,811.00	2,811.00
12/4/20	4942	2222 1308	union dues for November Teamsters Local No. 137	578.00	578.00
12/4/20	4943	6023 1308	monthly charges/service for jetpac Verizon	85.08	85.08
12/4/20	4944	5014 5114 1308	monthly pension for November/Admin monthly pension for November/T&D Western Conf. Team. Pension	544.32 1,605.83	2,150.15
12/10/20	4945	6001 1308	DOT testing for JC Compliance Associates	100.00	100.00
12/10/20	4946	7000 1308	monthly gasoline/diesel fuel charges Flyers Energy, LLC	598.75	598.75
12/10/20	4947	8008 1308	2020 Sac Valley Regional Water Mgmt Plan Glenn-Colusa Irrigation District	5,556.00	5,556.00
12/10/20	4948	8004 1308	pressure treated lumber for Sac Gulch Payless Building Supply	304.50	304.50
12/10/20	4949	8006 8006 1308	monthly power for Churn Creek Pumps monthly standby for Progress Drive pump City Of Redding	152.34 25.00	177.34
12/10/20	4950	6023 1308	monthly garbage for office/shop Waste Management	109.16	109.16
12/16/20	4951	2224 1308	W/H for DG Shasta County Sheriff's Office	50.00	50.00
12/16/20	4952	2226 1308	457 W/H for SP 12/16/20 payroll Variable Annuity Life Ins. Co.	75.00	75.00
12/16/20	4953	6023 1308	monthly cell phone service/charges AT&T Mobility	286.00	286.00
12/16/20	4954	6003 1308	monthly copies for office Carrel's Office Machines	157.28	157.28
12/16/20	4955	8004 1308	concrete trailer Loucks Landscape Supply	160.24	160.24
12/16/20	4956	6008 8008 8010 1308	general water rights protection 2020 water transfer Minasian, Meith, et al	685.01 251.18 100.00	1,036.19
12/16/20	4957	8000 1308	monthly power for SCADA/Linda Lane Pacific Gas & Electric	13.76	13.76

Anderson Cottonwood Irrigation District  
Cash Disbursements Journal  
For the Period From Dec 1, 2020 to Dec 31, 2020

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
12/16/20	4958	6003 1308	postage purchase Pitney Bowes	100.00	100.00
12/16/20	4959	8001 1308	monthly power for dam facilities City Of Redding	392.79	392.79
12/16/20	4960	7008 1308	misc supplies for shop Redding Fasteners INC	97.06	97.06
12/16/20	4961	8008 8008 8008 1308	2020 CNRA Lit - ACID NRDC 2019 PCFFA Lit - ACID Somach Simmons & Dunn	232.50 465.35 974.33	1,672.18
12/16/20	4962	2222 1308	union dues for December Teamsters Local No. 137	578.00	578.00
12/16/20	4963	6010 6003 6016 1308	monthly fee for Linxup Fat Cow, speakers for GM, burn permit City of Redding Tri Counties Bank	71.96 64.81 16.00	152.77
12/23/20	4964	8006 1308	monthly power for SunnyHill Lane (CCP) City Of Redding	152.34	152.34
12/31/20	4971	6023 1308	monthly water service City Of Anderson	12.30	12.30
12/31/20	4972	6003 1308	monthly copies for August and November Carrel's Office Machines	285.12	285.12
12/31/20	4973	6023 1308	monthly telephone and internet service Spectrum Business	374.21	374.21
12/31/20	4974	6001 1308	pre employment drug test for 2 employees Compliance Associates	110.00	110.00
12/31/20	4975	8004 1308	angel iron and black pipe Gerlinger Steel & Supply	334.62	334.62
12/31/20	4976	7008 1308	misc supplies for shop Hardware Express	173.44	173.44
12/31/20	4977	8004 1308	concrete for Lat 25 Loucks Landscape Supply	107.25	107.25
12/31/20	4978	8010 8010 1308	water transfer for 2020 water trasnfer 2021 MBK Engineers	331.25 747.75	1,079.00
12/31/20	4979	6003 1308	ink cartridge, copy paper Office Depot Business Credit	182.04	182.04
12/31/20	4980	8006 8006 6023 8006 8006	monthly standby for Well #1 monthly standby for Lone Tree Rd.pump monthly power for office/shop monthly standby for Well #2 monthly standby for Webb/Lone Tree pump	38.22 62.76 765.66 24.42 33.16	

Anderson Cottonwood Irrigation District  
**Cash Disbursements Journal**  
 For the Period From Dec 1, 2020 to Dec 31, 2020

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

<b>Date</b>	<b>Check #</b>	<b>Account ID</b>	<b>Line Description</b>	<b>Debit Amount</b>	<b>Credit Amount</b>
		8006	monthly for Venzke Rd pump	55.36	
		8006	monthly standby for Linda Lane pump	24.42	
		1308	Pacific Gas & Electric		1,004.00
12/31/20	4981	8006	monthly standby for Churn Creek pumps	152.34	
		1308	City Of Redding		152.34
12/31/20	4982	8004	misc. supplies for various jobs	393.50	
		1308	Redding Fasteners INC		393.50
12/31/20	4983	5016	workers comp for Admin/December	57.39	
		5116	workers comp for T&D/Devember	3,259.35	
		1308	State Fund		3,316.74
12/31/20	4984	6023	monthly charges for jetpac/dam	80.08	
		1308	Verizon		80.08
12/31/20	4985	5014	pension for Admin/December	558.82	
		5114	pension for T&D/December	1,750.49	
		1308	Western Conf. Team. Pension		2,309.31
	<b>Total</b>			<u>37,334.30</u>	<u>37,334.30</u>

# Anderson-Cottonwood Irrigation District

TO: ACID Directors  
FROM: John S. Currey

Agenda Item No. 5.2  
Meeting Date: 01/14/2021

DATE: January 5, 2021

Action Item  
 No Action Requested

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**SUBJECT:** Review and provide direction to staff regarding Moores Vintage Farms LLC Request to receive Irrigation Water on Parcels 055-510-001, 002, 003, 004 and 055-030-016 Located East of I-5 and North of Smith Road

---

## Background:

Mr. Bob Moore has recently inquired about purchasing water for his property in Churn Creek Bottom (see map). The property is consisting of 5 parcels that total 74.07 acres and is located East of I-5, North of Smith Road and South of I-5 Rental in Redding.

A review of the District records and maps indicates the 20 acres of the property is currently in the District. Mr. Moore could apply for and receive water as any other customer for these 20 acres. A new turnout will be required as the old turnout was removed several years ago due to its poor condition.

The remainder of the property is located to the north and south of the 20 acres and is not in the District. I have reached out to the Shasta County Local Agencies Commission (LAFCO) to confirm if these parcels are in ACID sphere of Influence (SOI) and what the annexation process looks like.

To provide new service to a new parcel(s), the District will need to determine the suitability of any proposed annexation. The key questions that should be evaluated are:

- 1) Is the property presently not within the District's boundaries? The property is partially in the District.
- 2) Is the property within the sphere of influence established for the District by the Local Agency Formation Commission (LAFCO)? The remaining property appears to be in the SOI, confirmation is needed.
- 3) Where are the District's existing irrigation facilities relative to the property? The irrigation facilities (Lateral 3) are located along the eastern boundary of the property.
- 4) Is the excess capacity in the District's existing facilities adequate for the property's proposed development density? The District has capacity to serve additional lands.
  - a. Total Capacity: The District's overall annual base water supply is 121,000 acre-feet (AF). The average diversions since 2005 has been 98,313 AF, with a max 111,903 AF and a minimum of 83,176 AF. Project Needs: The annual average per acre gross diversion is 15.1 AF with a max of 16.4 and a min of 13.6 AF. Using the max recorded, the total water need is 885.6 AF. System wide the District uses an annual water need (farmgate delivery) value of 8 AF. The additional on farm water need for the 54 acres is 432 AF. Prior to implementing system wide water saving improvements there is capacity in non-drought years to serve this property. The only open question is how would the additional land impact the drought operation? The District's current policy is to hold

## Anderson-Cottonwood Irrigation District

irrigators to their schedule and move the water along until the drought supply of 90,750 AF is used up. The result of this operation has been that no water was delivered in October during the 2014 and 2015 droughts. Long term water efficiency projects can increase the available water in drought years by reducing water loss, the difference between diversion and farm gate deliveries.

- b. System (Lateral Capacity): Yes, the Churn Creek Pumps and Lateral 3 have capacity to serve the total 74 acres. Currently the pumps are off for 45 hours of the 14-day irrigation cycle. The capacity of the combined pump is 52 cfs. Using the Districts rule of 5 cfs per acre for 1 hour, one of the pumps that produces 18 cfs can irrigate the property in approximately 20 hours.

Mr. Moore is entitled to receive water on 20 acres of the property if he applies for water and a new turnout is installed.

The balance of his property (54 acres) would require that the Board determines it is suitable for annexation and LAFCO approval of an annexation. If the Board makes this determination, staff would work with Mr. Moore and Shasta County LAFCO to identify the process and cost of annexation.

**Recommendation:**

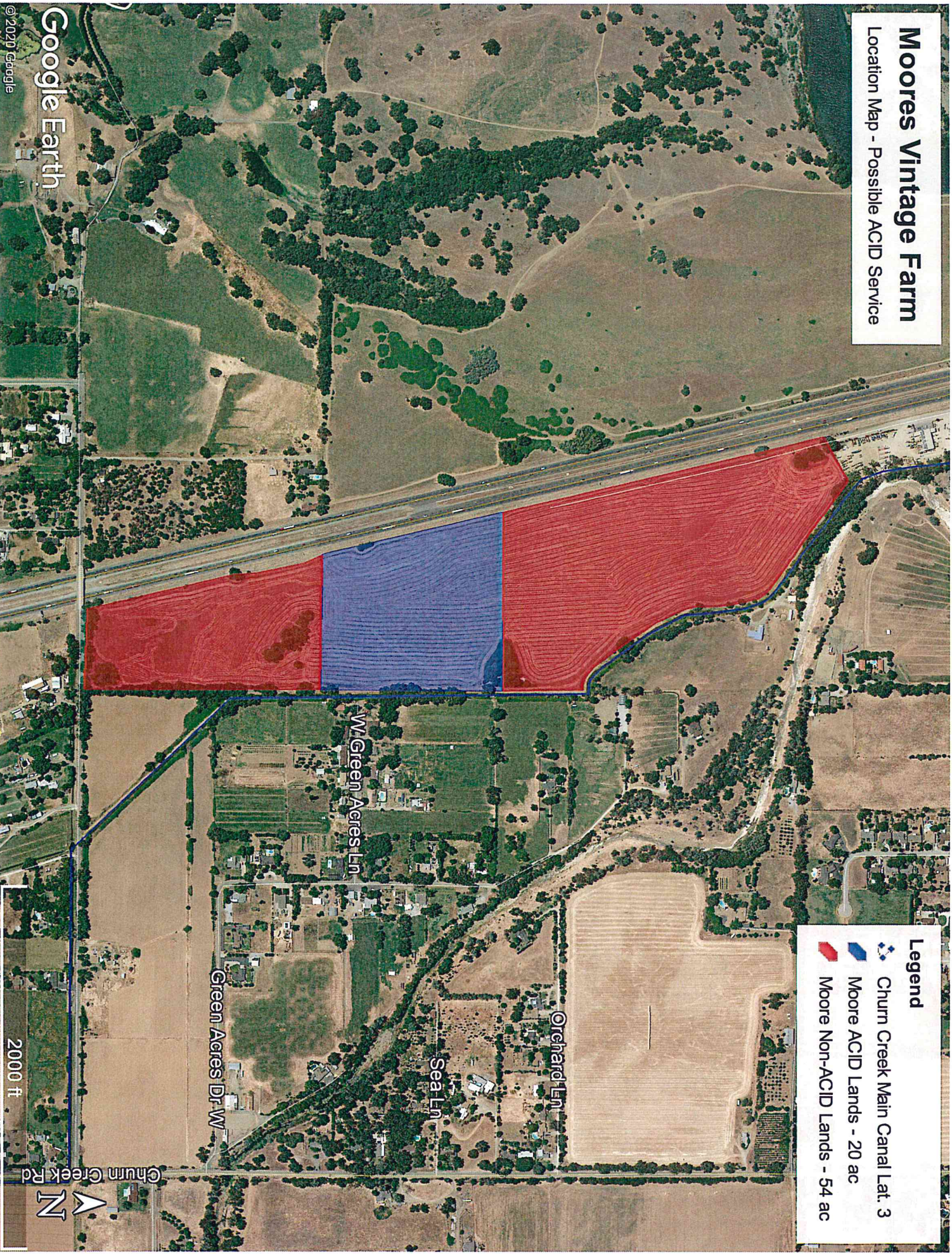
Staff recommends that the Board makes an initial finding that the remainder of Mr. Moore's property (54 acres) is suitable for annexation.

**Enclosures:**




Moore's Vintage Farms LLC Location Map

# Moore's Vintage Farm

Location Map - Possible ACID Service



## Legend

-  Churn Creek Main Canal Lat. 3
-  Moore ACID Lands - 20 ac
-  Moore Non-ACID Lands - 54 ac



2000 ft

Churn Creek Rd

W Green Acres Ln

Green Acres Dr W

Orchard Ln

Sea Ln

Google Earth

© 2020 Google



# Anderson-Cottonwood Irrigation District

TO: ACID Directors  
FROM: John S. Currey

Agenda Item No. 5.3  
Meeting Date: 01/14/2021

DATE: January 5, 2021

Action Item  
 No Action Requested

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SUBJECT: Discuss and consider non-cash payment options

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**Background:**

Based on the Board direction we are currently investigating options to eliminate cash payments for the 2021 application period. To review the issue, in 2020 the District received \$30,734.28 or 4.2% of the total water sales receipts in cash. The payments were from 68 individuals or 8.8% of total payments. The application process is currently a self-initiated process where the landowners determine what they want to apply for and determine the fees to pay. The application process for 2021 is focused on receiving accurate information, verify the application is correct and consistent with the payment received. Once the application and payment are verified the payment will be deposited. It seems that receiving an electronic payment prior to receiving an application could introduce a new layer of confusion this year.

Board Member Eliante has provided me a description of options and an affordable option would be accepting checks via ACH which can be done over the phone or online. The credit card options are more costly. Again, at this time I am not sure I would want our customers to issue a payment prior to us reviewing their application. In the future, when we have increased our data accuracy and implemented a new data management program, we should be able to issue invoices to our customers who could use an electronic payment option to pay a specific invoice.

Overall, the issue of cash payments is not as large as we discussed last month. I would recommend that we include in on our application and newsletter that the District will only be accepting checks. If an individual inquires for alternative payment options, we can suggest cashier's checks or money orders with the last resort being cash.

**Recommendation:**

Staff recommends that the Board directs staff to continue to investigate non-cash payment options that can be integrated into our future data management system.

**Enclosures:**

Director Eliante information

John,

The following is a quick overview of merchant services, the ability to accept credit cards as payments. There is a lot more to it and we can discuss in further detail as the questions arise.

There are two models and 99.9% are true payment processors (traditional) compared to an Aggregator which is what the Square is.

The traditional accounts have an underwriting process to establish credit worthiness for a variety of reasons, refunds, charge back, business failures, etc., this is in place to protect the consumer. Every merchant per location has a distinctive merchant ID number and may be charged any or all of the following.

Set up fee, annual fee, monthly statement fee, annual PCI fee, monthly PCI fee, monthly minimum fee, gateway fee, and potentially more.

An Aggregator acts as a single merchant and absorbs all losses internally. Think of it as a grocery store as the aggregator and each lane is a separate merchant but operating not as a separate merchant ID but as a terminal ID under only one merchant ID, Square. This is regardless where they are in the US or how many locations they may have. For this reason alone, the aggregator pays the fees above for their MID only avoiding all the other charges. Aggregators may be the trend of the future.

Using Square as an example, they started out for the small weekend trade show and service merchants, i.e., plumbers, electricians, etc. If a merchant does under \$2,100.00 per month this is a perfect solution. However, since they have a flat rate schedule any volume above that becomes cost prohibited for the merchant unless implemented differently. I also provide a flat fee but find it is only beneficial when the merchant implements the surcharge program. Aggregators do not offer any personal support; it is all chat.

I have a link for Squares current pricing and an attachment for my most current pricing for Interchange. This is what every traditional processor pays, the only difference is any monthly fees and their mark up.

<https://squareup.com/us/en/pricing?solution=pricing-card-not-present-payments>

Since ACID may only have a few months of CC charges, an aggregator makes much more sense if a negotiated rate can be established. The downside is daily discounts meaning they charge the fees daily not at the end of the month so there is the issue of properly reconciling. In addition, there is still the cost of processing, for a single transaction via the website it would be 3.5% and \$0.15 per transaction. As an example, a charge of \$1,250.00 X's 3.5%= \$43.75+ \$0.15= \$43.90 for that single transaction. On a million dollars it would be \$35,000.00 plus the per item, OUCH!

An affordable option is accepting checks via ACH which can be done over the phone or online. Zeamster is one of my third party vendors but they will work with merchants directly, <https://www.zeamster.com/>. There is a monthly fee associated with it. Strictly as a guild line, my cost for an ACH check is \$0.50, and I generally charge \$1.25 per check. However, I used to use this service through Tri Counties Bank and the service at that time was free. In view of the months a system is used and the cost to process cards, ACH check would make the most cost-effective sense. To accept credit cards may be cost prohibitive unless you charge a surcharge and only accept credit and not debit/check cards.

I hope this helps as a foundation and we can build on it from here.

# Anderson-Cottonwood Irrigation District

TO: ACID Directors  
FROM: John S. Currey

Agenda Item No. 5.4  
Meeting Date: 01/14/2021

DATE: January 7, 2021

Action Item  
 No Action Requested

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**SUBJECT:** Review and consider adopting a Purchasing and Procurement Policy

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## Background:

Currently, there is lack of policies at the District and staff must rely on their memory of past Board direction to implement the operation of the District (see ACID policy list and Dixon RCD policy list). The absent of clear Board approved policies leaves many items up to the whims of the Board, management and staff, which leads for many inconsistencies, requires learning period on staff's part to avoid potential conflicts and errors.

Please review the attached table of contents so you can provide input regarding the Districts current and possible policies.

The policy adoption process that I used in the past was a committee format that reviewed comprehensive list of policies developed by the California Special Districts Association and recommend which policies would be sent for Board review. Staff would then prepare draft policies for Board and legal review. Once the Board and counsel reviewed the policies, they would be considered for adoption.

## Purchasing and procurement policy discussion

The implementation of the District's budget and financial matters is a critical component that requires consistent and clear guidelines. The current guidance that I have located is 1) GM's Employment Agreement, 2) Credit Card Policy and 3) Designated Reserve Accounts. The existing policies are not adequate, therefor it leaves me with many questions about the Board expectations for the District finances, contracting, bidding, purchasing, etc.

The attached purchasing and procurement policy from Dixon RCD is an example for discussion. Our legal counsel Dustin Copper has provided the following thoughts for our consideration.

As an irrigation district, ACID is only legally required to competitively bid when the works is paid for "with the proceeds of the sale of bonds or a limited assessment". (Pub. Contract Code § 20561.) In almost all instances, you'll fund the contract through rate revenue, transfer revenue, or perhaps standby. In other words, revenue that is not derived from bonds or a limited assessment. So, in almost all cases, there is no legal requirement to competitively bid.

That said, however, we do routinely recommend as a matter of policy to adopt a procurement policy. It is a good way to ensure that public funds are being spent efficiently. The structure of the policy is very similar to what we have drafted on behalf of other irrigation district clients.

## Anderson-Cottonwood Irrigation District

There is delegation to the GM. There are different thresholds for no solicitation v. informal solicitation v. formal solicitation. I would just encourage you to present the draft policy to the Board, advise that there is no legal requirement for such a policy, and thus the board has broad discretion to change the numbers, change the details, etc. however it seems appropriate.

My goal of starting this conversation is to develop long standing policies that are clear and transcend individual Board members, managers, and staff to ensure that the District has solid foundation for long-term operations.

The first policy that I would like the Board to consider is the purchasing policy. Other policies could be considered in a manner and process as determined by the Board.

**Recommendation:**

Staff recommends that the Board review and provide guidance to staff on the purchasing and procurement policy and development of other policies.

**Enclosures:**

ACID Policy Table of Contents

Dixon RCD Policy Table of Contents

GM's Employment Agreement (page 1)

Dixon RCD Purchasing and Procurement Policy

**Anderson-Cottonwood Irrigation District  
Policies  
2018**

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Policies			
1	Beneficial Use		
2	Complaints to District		
3	Cost Share Work on District Facilities		
4	Cost Share Work on Non-District Facilities		
5	Cost to Provide New Turnouts		
6	Credit Card		
7	Designated Reserve Accounts		
8	Drainage		
9	Drug & Alcohol - DOT		
10	Drug- & Alcohol-Free Workplace & Testing - ACID		
11	Expenditure Limitations		
12	Facility Improvements		
13	Harassment and Discrimination		
14	Herbicide		
15	Insurance Coverage for Private Vehicles Used for District Business		
16	Leave		
17	Littering and Spitting		
18	Nepotism Policy		
19	Pre-Employment Physical Examinations		
20	Refund		
21	Review of Employee Driving Records		
22	Risk Transfer		
23	Safety - Diversion Dam		
24	Tobacco Usage		
25	Water Deliveries		
26	District Vehicles and Equipment		
27	Maintenance Worker Attire		
<p><b>My signature below indicates that I have received a copy of the Anderson-Cottonwood Irrigation District (District) Policies.</b></p> <p><b>I understand that this manual contains information regarding the District's rules, regulations and benefits which affect me as an employee.</b></p> <p><b>I acknowledge that I have read and understood the District's policies.</b></p> <p><b>I also understand that the District may revise, supplement or rescind policies, procedures or benefits described in the manual, with or without notice.</b></p>			
<b>Print Name:</b> _____			
<b>Signature:</b> _____			
<b>Date:</b> _____			

Dixon RCD Policies as of December 2018			
Policy Number	TABLE OF CONTENTS	OLD PRIOR POLICY NUMBER	TYPE OF CHANGE
1000	Adoption/Amendment of Policies	1010	Minor
1001	Purpose of Board Policies	1000	Existing Policy Retained
1005	Association Memberships	4080	Existing Policy Retained
1010	Basis of Authority	4070	Existing Policy Retained
1015	Board Secretary		New Policy
1020	Board/Staff Communication		New Policy
1025	Claims Against the District	1040	Existing Policy Retained
1030	Code of ethics	4010	Minor
1035	Conflict of Interest	1020	Existing Policy Retained
1040	Correspondence to the Board		New Policy
1045	Legal Counsel and Auditor		New Policy
1050	Overview of the District Manager's Role		New Policy
2000	Public Contributions	1060	Existing Policy Retained
2100	Accounts Receivable Policy		New Policy
2105	Asset Protection and Fraud in the Workplace		New Policy
2110	Budget Preparation	3030	Minor
2115	Credit Card Use	3075	Minor
2120	Employment of Outside Contractors and Consultants		New Policy
2125	Expense Authorization	3040	Major
2130	Investment of District Funds	3035	Existing Policy Retained
2135	Purchasing	3080	Existing Policy Retained
2140	Receiving/Depositing Remittances		New Policy
2145	Records Retention		New Policy
2150	Reserve Policy	3038	Major
2155	Debt Management		New Policy
2160	Internal Controls	3032	Major
2200	Disposal Surplus Property or Equipment		New Policy
2205	Fixed Assets		Existing Policy Retained
2230	Easement Abandonment		New Policy
2235	Easement Acceptance		New Policy
2240	Encroachment Permit		New Policy
2300	Emergency Preparedness		New Policy
2305	Emergency Response Guideline for Hostile or Violent Incidents		New Policy
2310	Workers' Compensation	2115	Major
2400	Customer Relations		New Policy
2405	Press Relations		New Policy
2410	Public Complaints	1030	Existing Policy Retained
2415	Social Media Use		New Policy
2420	Webpage		New Policy
2425	California Public Records Act Response Procedures	1050	New Policy
2430	Electronic Document Retention Policy		New Policy
3000	Employing Authority	2000	Existing Policy Retained
3100	Accommodations for Disability		New Policy
3102	Demotion - Nondisciplinary		New Policy
3104	Disciplinary Action		New Policy
3105	Vehicle Use	2100	Existing Policy Retained
3110	Employee Information/Emergency Data	2280	Minor
3112	Employee Promotion		New Policy
3115	Employee Training	2120	Existing Policy Retained
3116	Employee Status		New Policy

3118	Equal Opportunity	2225	Existing Policy Retained
3121	Hours of Work and Overtime	2010	Existing Policy Retained
3122	Mileage & Business Expense Reimbursement	2101	Existing Policy Retained
3123	Travel Expense	2102	Existing Policy Retained
3124	Letters of Recommendation	2255	Minor
3125	Pay Periods	2130	Existing Policy Retained
3128	Payroll Deductions for Salaried Employees		New Policy
3130	Performance Evaluation	2170	Existing Policy Retained
3134	Recruitment & Hiring (waiting for it)	2001	Minor
3136	Separation from District Employment	2250	Minor
3140	Unlawful Harassment	2210	Existing Policy Retained
3142	Whistleblowing Policy		New Policy
3300	Internet, E-Mail and Electronic Communications	3300	New Policy
3400	Authorized Leave	2050	Existing Policy Retained
3405	Sick & Bereavement Leave	2040	Existing Policy Retained
3415	Hours of Work & Compensation	2010	Existing Policy Retained
3425	Family and Medical Leave	2045	Existing Policy Retained
3430	Holidays	2030	Minor
3435	Jury Duty	2060	Existing Policy Retained
3440	Leave for Crime Victims and Family Members		New Policy
3445	Military Leave		New Policy
3450	Pregnancy Disability Leave		New Policy
3465	Time Keeping/Time Records		New Policy
3470	Time off for Children - School Activities		New Policy
3475	Time off to Vote		New Policy
3480	Unauthorized Voluntary Absence		New Policy
3485	Use of Make up Time		New Policy
3490	Vacations	2020	Existing Policy Retained
3492	Volunteer Personnel Workers' Compensation Insurance	2115	Major
3495	Workers' Compensation Leave		New Policy
3505	Health and Welfare Benefits	2110	Major
3510	Illness and Injury Prevention Program		New Policy
3515	Smoke-free Workplace		New Policy
4025	Board of Directors Expenditure Reimbursement	4025	Existing Policy Retained
4030	Appointment of Directors & Terms	4030	Minor
4051	Associate Directors	4051	Existing Policy Retained
4100	Attendance at Meetings	4020	Existing Policy Retained
4105	Committees of the Board of Directors	4060	Minor
4110	Duties of Board President	4040	Existing Policy Retained
4115	Ethics Training		New Policy
4120	Members of the Board of Directors	4050	Existing Policy Retained
4125	Training, Education and Conferences	4090	Existing Policy Retained
4200	Board Actions and Decisions	5040	Existing Policy Retained
4205	Board Meeting Agenda	5020	Existing Policy Retained
4210	Board Meeting Conduct	5030	Existing Policy Retained
4215	Brown Act Compliance - Open Meeting Requirements		New Policy
4220	Minutes of Board Meetings	5060	Existing Policy Retained
4225	Review of Administrative Decisions	5050	Existing Policy Retained
4230	Rules of Order for Conduct of Board and Committee Meetings	5070	Existing Policy Retained
4235	Types of Board Meetings	5010	Existing Policy Retained

**EMPLOYMENT AGREEMENT OF EMPLOYEE OF ANDERSON-COTTONWOOD IRRIGATION DISTRICT**

THIS AGREEMENT is made between ANDERSON-COTTONWOOD IRRIGATION DISTRICT ("District") and JOHN CURREY ("CURREY") this 16th day of March 2020.

RECITALS

WHEREAS, the District has retained the services of CURREY as District General Manager;

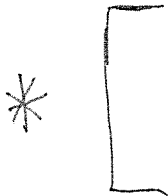
WHEREAS, the Board of Directors of District, as appointing power, and CURREY desire to agree hereby in writing to the terms and conditions of CURREY's employment as District General Manager;

AGREEMENT

NOW, THEREFORE, District and CURREY agree as follows:

1. DUTIES.

- a. District hires and retains CURREY to perform the duties of General Manager including but not limited to: Ensuring that the day-to-day operations and maintenance of the District are performed through subordinates; developing and maintaining the District's long-term objectives; ensuring staff is accomplishing the objectives of the Board; managing the District's financial well-being, including accounting, budgeting, cash management, asset management, time management, investment of reserves, and any other financial duties not delineated herein that would be typical of a general manager; enforcing rules and regulations of government agencies and policies of the Board of Directors; providing guidance and opinions to the Board of Directors regarding the duties and needs of the District; and all other duties that are typical of a general manager.
- b. CURREY will report to the Board of Directors of District and shall carry out and implement the Board's policies, directives and general goals as reasonably established.
- c. The Board invests in CURREY direct supervisory control over the operations and maintenance, personnel, and facilities of the District subject to the policies established by the Board. CURREY will report to the Board regularly as to the condition of operations.
- d. In addition to General Manager duties, CURREY shall serve as Secretary/Treasurer of District. CURREY must maintain all associated board agendas, activities, minutes, resolutions, and other items as would be typical of a secretary/treasurer of a California irrigation district's board of directors.
- e. All District expenditures must be approved by the Board as part of its budget review and approval, and CURREY will have no independent authority to expend District funds, except as delegated, directed and authorized by the Board. This provision does not limit CURREY from entering into and carrying out routine agreements necessary for the customary and usual operation of the District on a day-to-day basis.
- f. CURREY will be responsible for personnel management, including hiring, supervision, direction, discipline, promotion, demotion and termination of all employees of the District, subject to any applicable memorandum of understanding and to the direction,





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# Dixon Resource Conservation District

## POLICY HANDBOOK

**POLICY TITLE:** Purchasing & Procurement  
**POLICY NUMBER:** 2135

### 2135.1 INTRODUCTION

The purpose of the Purchasing and Procurement Policy is to consolidate in one document a summary of procedures for the purchase of all equipment, material, supplies, and services, including construction services, to be utilized by the Dixon Resource Conservation District. The intent of this Policy is to seek and stimulate competition; purchase personal property and services which meet appropriate standards of quality; utilize accepted public purchasing practices which promote the public interest; comply with all federal, state and local laws; and to conform to ethical business practices in all transactions.

### 2135.2 DEFINITIONS:

- (a) **District** – The Dixon Resource Conservation District.
- (b) **Board** – The governing body of the District.
- (c) **District Manager** – The District Manager appointed by the Board, or the District Manager’s designee.
- (d) **Construction** – The work of constructing, erecting, altering or improving public buildings or facilities, including labor and materials.
- (e) **Emergency** – A sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
- (f) **Purchase** – Any contractual arrangement or transaction involving payment for the acquisition of title to personal property; the use by rental, lease or otherwise of personal property; the provision of services by independent contractor or otherwise; or any combination of the foregoing.
- (g) **Personal Property** – includes goods, materials, supplies, vehicles, machinery, furnishings, equipment and any other tangible article required for the conduct of District business.

### 2135.3 PURCHASES OF PERSONAL PROPERTY AND SERVICES

- (a) Except as otherwise provided by law, all purchases of personal property and services shall be made in the name of the District.
- (b) Amounts included in the annual budget approved by the Board for the purchase of specifically identified items of personal property or services shall constitute spending authority to the District Manager for such items of

personal property or services up to the approved amounts. All purchases shall comply with formal or informal bidding requirements set forth in this Purchasing and Procurement Policy.

- (c) Purchases of personal property or services costing less than \$500 shall be approved by the District Manager.
- (d) Purchases of personal property or services costing more than \$500 but less than \$5,000 shall be approved by the District Manager. The District shall make efforts to identify the best price from a minimum of three suppliers. Verbal quotes are acceptable, but must be documented.
- (e) Where the cost of personal property or services exceeds \$5,000.00 but is less than \$25,000.00, the District Manager may, but shall not be required to, use the informal bidding procedures set forth in Section 2135.5, and may award the contract without first obtaining specific authorization by the Board.
- (f) Where the cost of personal property or services exceeds \$25,000.00, the District Manager shall follow the informal bidding procedure set forth in Section 2135.5, and the contract shall be awarded by the Board.
- (g) The District may contract with other governmental entities to provide training services and other services to the District without complying with formal or informal bidding requirements set forth in this Purchasing and Procurement Policy.

#### **2135.4 CONSTRUCTION PROJECTS**

- (a) Where the cost of a construction project is less than \$50,000.00, the District Manager may, but shall not be required to, use the informal bidding procedures set forth in Section 2135.5.
- (b) Where the cost of a construction project is \$50,000.00 or more, the District Manager shall follow the formal bidding procedure set forth in Section 2135.6, except as modified in this Section 2135.4, and the contract shall be awarded by the Board.
- (c) Requirements for the formal bidding of a construction contract additional to those in Section 2135.6 are:
  - 1. Each bidder shall submit bid security in the amount of 10% of its bid to protect the District from extra costs in the event the successful bidder fails to execute a contract, including staff time, advertising, materials, and other costs incurred because of delay in awarding a contract. Acceptable security is a certified or cashier's check made payable to the District or a surety (bid) bond from a surety approved by, and in a form acceptable to, the District. If the bidder to whom the contract is awarded fails or neglects to enter into the contract and provide the required performance bond within 20 days after notification of award, the bid security shall be forfeited.
  - 2. Performance bonds and payment bonds in the amount of 100% of the contract price, insuring the contractor's performance of the contract, shall be provided by the successful bidder on all projects of \$50,000.00 or more. The bonds shall be written by a surety or sureties admitted to do business in California and acceptable to the District.
  - 3. Contracts shall be let only to a holder of a valid state contractor's license unless the work is exempt from licensing requirements by law.

## 2135.5 INFORMAL BIDDING PROCEDURES

- (a) Whenever this policy requires use of informal bidding procedures, the District Manager shall obtain, if available, a minimum of three written or verbal quotations or proposals relative to the personal property or services to be acquired for the construction project. The District Manager shall award the contract to the vendor or contractor whose quotation or proposal, in the District Manager's discretion, most adequately meets the needs of the District at the lowest price.

That discretion may include but not necessarily be limited to, consideration of the quality, availability, and functional or other suitability of the personal property or contractual services to the particular use intended; the ability, capacity and skill of the bidder to perform the contract or provide the service required; the quality of performance of previous contracts or services; and the character, integrity, reputation, judgment, experience and efficiency of the bidder.

- (b) Quotes shall not be required:

1. When a patented or proprietary item is being purchased.
2. In the event of an emergency.
3. When the following types of personal property or services are being acquired, obtained, rented or leased: (i) advertising; (ii) books, recordings, motion picture films; (iii) subscriptions; (iv) public utility services; (v) travel services; (vi) property or services provided by or through other governmental agencies, or obtainable from a supplier which has in force a current contract with another governmental agency for the same item or service; or (vii) property or services of which the price is fixed by law.
4. When the District determines by unanimous vote that it is in the best interest of the District to suspend competitive bidding for any contract.

## 2135.6 FORMAL BIDDING PROCEDURES

Whenever this policy requires use of formal bidding procedures, the following procedures shall be used:

- (a) The manager shall give notice inviting sealed bids or proposals. The notice inviting bids or proposals shall, at a minimum:
1. Be published at least twice, at least five days apart, in a newspaper of general circulation within the jurisdiction of the District. The first publication or posting of the notice shall be at least 10 days before the date of opening of bids. A copy of the notice shall be posted for five days at or near the door of the District's meeting room.
  2. Describe the property or services to be acquired, or the construction work to be done.
  3. State where and when specifications can be obtained and the non-refundable fee charged for plans and specifications.
  4. State bid security, performance bond and payment bond requirements, if any.
  5. State the place and deadline for submitting sealed bids or proposals, and the date and time of bid/proposal opening.

6. State a contact person and telephone number.
  7. Require the successful bidder to provide proof of appropriate insurance coverage, to the satisfaction of the District, such as a comprehensive general liability policy, a professional errors and omissions policy, or a workers' compensation policy, depending upon the nature of the personal property, services, or construction requested.
- (b) Bids/proposals ("bids") received shall be time-stamped and deposited unopened in the bid file. Any bid received subsequent to the time of closing as stated as stated on the request for bids shall be time-stamped and returned to the bidder/proposer ("bidder").
  - (c) At the date and time stated in the notice, the District Manager shall open the bids and read aloud and identify the bidders and the dollar amount bid by each. The District Manager thereafter shall evaluate the bids and make a recommendation to the District for award to the lowest responsible bidder. The lowest responsible bidder is the bidder who most adequately meets the needs of the District at the lowest price. In determining the best bid, in addition to price, the District Manager shall consider the quality, availability and functionality, or other suitability of the bid, including whether the bidder can perform within the time specified, the character, integrity, reputation, judgment, experience and efficiency of the bidder, the quality of performance of previous contracts or services, previous and existing compliance by bidder with laws and ordinances relating to the contract, the sufficiency of the financial resources and ability of the bidder to perform the contract, and the number and scope of conditions attached to the bid.
  - (d) The District may reject any or all bids. If the District rejects all bids, it may either re-advertise for additional bids or, upon a unanimous vote, adopt a resolution authorizing the acquisition of the property or service or contracting for construction work without further compliance with formal bidding requirements.
  - (e) If no bids are received, the District may undertake to acquire the property or service, or contract for construction work, without further compliance with formal bidding requirements.
  - (f) The award of contracts by competitive bidding shall not be required:
    1. In the event of an emergency; or
    2. When the District determines by unanimous vote that it is in the best interest of the District to suspend competitive bidding for any contract.

# Anderson-Cottonwood Irrigation District

**TO:** ACID Directors  
**FROM:** John S. Currey

**Agenda Item No.** 5.5  
**Meeting Date:** 01/14/2021

**DATE:** January 7, 2021

**Action Item**  
 **No Action Requested**

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**SUBJECT:** Review and consider approving a template for on-call Service Agreement for Weed Abatement and Equipment Services

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**Background:**

The attached on-call service agreement is what I used at Dixon RCD. This agreement allowed the District to do a bid process and then establish a multi-year agreement for Weed Abatement and Ditch Maintenance services. These agreements were used in establishing a long-term relationship with vendors and helped to streamline the engagement process. The agreement also enables staff to pick up the phone and have the contractor respond to a problem area without having to rebid our contract to the specific issue.

Having a template agreement ready helps address legal and compliance requirements, even if they continue to use an informal method of procurement methods.

I asked Dustin Copper to look at the agreement. He provided the following comments:

Regarding the contracts, there are some updates needed. I would suggest that we create a template for smaller service type contracts, like equipment services and weed abatement. Use the template for contracts less than a certain threshold (e.g., \$50,000 cumulatively). Over that threshold, I think we'd want a fresh look at each contract and the circumstances to make sure the District is reasonably protected in the best possible way.

The purpose of this request is to ensure that when the District hires someone we have the appropriate documents ready to streamline the process while protecting the District.

**Recommendation:**

Staff recommends that the Board directs staff to continue to develop a template agreement to be used when hiring Weed Abatement Services and Equipment.

**Enclosures:**

On-call Service Agreement Example

DIXON RESOURCE CONSERVATION DISTRICT  
FOR THE  
ON-CALL EXCAVATION SERVICES

THIS AGREEMENT is made at Dixon, California, as of **September 15, 2016**, by and between the DIXON RESOURCE CONSERVATION DISTRICT, a resource conservation district ("District"), and \_\_\_\_\_ ("Contractor").

RECITALS

1. District seeks to utilize Contractor's services to provide on-call excavation services on drainage ditches within the District's jurisdiction (the "Project").
2. Contractor has made a proposal to District to provide such services, and District desires to retain Contractor on an on-call basis to do so subject to the terms and conditions set forth in this Agreement.

AGREEMENTS

The parties agree as follows:

- A. Scope of Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District the Scope of Services described in Exhibit A, attached to and incorporated into this Agreement by reference. Contractor shall provide the services on an on-call basis as requested by the District.
- B. District Requested Changes in Scope of Services. District may, by written order, authorize changes to the Scope of Services described in this Agreement. If such changes cause an increase in the cost or time required for performance of the agreed-upon services, an equitable adjustment to the total compensation to be paid to the Contractor shall be made by a written amendment to this Agreement.
- C. Changes in Scope of Services. Contractor shall not be compensated for work outside the Scope of Services described in this Agreement.
- D. Amount, Time and Manner of Payment for Contractor Services. Upon submission of an invoice by Contractor and upon approval of District, District shall pay Contractor for services rendered pursuant to this Agreement in the amount set forth in Exhibit A. The payments specified in Exhibit A shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement. Contractor shall invoice the District on a monthly basis not later than the 5th day of each month.
- E. Term of Agreement. The term of this Agreement shall be from **October 1, 2016** through **October 31, 2017**. Upon written notice given at least 30 days before the expiration of this Agreement, the term of this Agreement may be extended up to three times, for one year each time, at the District's sole discretion.

F. Communications. Any communication required during the administration of this Agreement, including notice of termination or cancellation shall be in writing and addressed to the respective party as follows:

To District: Dixon Resource Conservation District  
Attn: District Manager  
1170 N. Lincoln Street, Ste. 110  
Dixon, CA 95620

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices shall be deemed to have been given under this Agreement on the date when personally delivered to the party at the address shown above or one calendar day following the date when deposited in the United States Mail as first class mail and addressed as set forth above. Any party may change its address set forth above by giving the other party written notice of said change. Any address given pursuant to this Section must be a location at which service of process to receive any legal documents may be made. In no event may the address given pursuant to this Section be a post office box address or any similar private mailbox receiving service.

G. General Provisions

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent or officer of District. The parties mutually understand that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

2. Contractor Not Agent. Except as District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

3. Time and Personnel Devoted to Work. Contractor shall devote such time and personnel (including subcontractors) to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement in accordance with the completion schedule for said work, if any, which is a part of this Agreement.

4. Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement.

5. Professional Standards for Contractor. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. District's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.. All work of whatsoever nature which Contractor provides to District pursuant to this Agreement shall be prepared in a substantial, first class and defect-free manner and conform to the generally accepted industry or professional standards which are applicable to such work.

6 Licenses; Permits; Etc. of Contractor. Contractor represents and warrants to District that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice Contractor's profession. Contractor represents and warrants to District that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the services are rendered.

7. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement without prior written consent of the other party. Any attempt or purported assignment of any right or obligation pursuant to this Agreement without consent shall be void and of no effect.

8. Suspension of Work by District. District reserves the right to suspend Contractor's services under this Agreement when the District determines that it is necessary to do so. District shall give Contractor notice of such suspension and Contractor shall, upon receipt of said notice, suspend all work except any work, the completion of which is authorized by the notice given by the District.

9. Termination. This Agreement may be terminated by District or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other. Following termination, District shall reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Agreement unless Contractor is in default of the Agreement.

10. Entire Agreement. This Agreement contains the entire Agreement of District and Contractors with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. All amendments to this Agreement shall be made in writing and signed by the parties or representatives of the parties who are authorized to do so.

11. Choice of Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Any controversy or claim arising out of or in any way relating to this Agreement which cannot be amicably settled without court action shall be litigated in the Solano County Superior Court.

12. Insurance Coverage

A. Without limiting Contractor's obligation to indemnify District, Contractor



must 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 work under this Agreement and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance. Contractor must maintain limits no less than:

- (1) General Liability: (Including operations, products and completed operations): **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, District is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to District, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The Dixon Resource Conservation District, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.
- (2) For any claims related to work performed under this Agreement,

Contractor's insurance coverage must be primary insurance with respect to the Dixon Resource Conservation District, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to District.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of District for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to District.

I. Verification of Coverage

(1) Contractor must furnish District with original certificates and endorsements effecting coverage required by this Agreement.

(2) The endorsements should be on forms that conform to District's requirements and be acceptable to District.

(3) District must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

13. Indemnification

A. To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, agents, employees or authorized volunteers.

B. Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the District, its officials, officers, agents, employees and authorized volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, agents, employees or authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by the District, its officials, officers, agents, employees or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the District, its officials, officers, agents, employees and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

B. Acceptance of insurance required by this Agreement does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

14. Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Contractor's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

15. Nondiscrimination

A. In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

16. California Labor Code Requirements

A. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or

alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor, certified payroll records, contractor registration and debarment of contractors and subcontractors.

B. Since the services are being performed as part of an applicable “public works” or “maintenance” project, pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements.

Executed by the parties as of the month, day and year first above stated.

**DIXON RESOURCE CONSERVATION DISTRICT,**  
A Special District of the State of California

By: \_\_\_\_\_  
District Manager

**CONTRACTOR:** \_\_\_\_\_

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

# Anderson-Cottonwood Irrigation District

**TO:** ACID Directors  
**FROM:** John S. Currey

**Agenda Item No.** 5.6  
**Meeting Date:** 01/14/2021

**DATE:** January 7, 2021

**Action Item**  
 **No Action Requested**

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**SUBJECT:** Review and provide input on the draft newsletter template

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**Background:**

The attached is some possible content and topics that could be placed in a newsletter format to accompany the upcoming application.

I am working on formatting a newsletter that can be sent with the application and sent via email. I will share at the Board Meeting.

**Recommendation:**

Staff request that the Board review the possible content and share their thought on this communication and future communication strategies.

**Enclosures:**

Newsletter Ideas

## **Newsletter Ideas**

### **Water Cost**

The Board and Management has determined that a rate increase was not warranted in 2021. During 2021 the District will be conducting an organizational review to evaluate administration and operations to determine where strategic changes and investments are needed to ensure that water....

- Administration improvements....
- Operational improvements....
- Capital Improvement Planning....

### **Water - What's So Special?**

ACID has 2 types of Base Supply and Project Water. The Base Supply is 121,000 Acre Feet (AF) and is a Pre-1914 water right, which is one of the of the most secure in the State. The Project Water is 4,000 AF and is part of the Shasta Project. All water in the State is governed by the State's Water Rights system and either the Bureau of Reclamation (Reclamation) Central Valley Project or the State Water Project. ACID has a contract with Reclamation that governs when and under what terms we can access both our Base Supply and Project Water. Base supply is ACID water and is available from April to October at no charge from Reclamation, provided we meet the terms of our contract. Project Water is only available in July and August and reclamation charges ACID whether the water is used or not.

### **It's a Drought – Where's My Water?**

While ACID has a pre-1914 water, we can still be impacted by the Bureau of Reclamation (Reclamation) drought "Shasta Critical" designation. Typical Reclamation makes its initial water allocation in February and final allocation is made by the end of May. During a Shasta Critical year ACID water rights are reduced by 25%. How has a 75% water allocation impacted ACID? The last 2 Shasta Critical years (2014 and 2015) ACID water diversions were 100% in April and May, 85% in July Aug and September and 0% in October. ACID staff monitors the diversion on a daily bases, tracking the amount diverted and make adjustments to the flows to stay within our allocation and drought operation plan. How can you help reduce the Drought's impact? Monitor and move the water along. If all irrigators and the Ditchtenders work together to efficiently use the available water by following your irrigation schedule, eliminating runoff, and moving the water along it may be possible to extend the irrigation season in to October.

**Please provided us your email address as we will be providing regular drought conditions and operations updates.**

### **Water Transfers – Who, What, when, and Why?**

ACID has to types of water transfers project water and ground water substitution.

The project water transfer equals 3.2% of ACID total supply. ACID has never needed this 4,000 AF to meet its July and August water demands. As this water is excess of our water needs during these months and has a high cost. To offset the high water cost this water was transferred to Bella Vista City of Shasta Lake and Shasta Community Service District. The recipients of these water pay for 100% of Reclamation's cost and they pay ACID administration fee. The administration fee contributes XX% of the district operations budget.

Groundwater substitution is a transfer of the Base Supply and is facilitated by reducing river diversions and replacing the river water with groundwater from the two ACID wells. The current maximum amount that could be transferred is 4,000 AF. This program is possible due to the continued replenishment of the Anderson Sub-basin Aquifer from the ACID main canal. The unlined canal and laterals provide groundwater recharge throughout the irrigation season. Current estimates to the annual recharge amount is in excess of 40,000 AF. The groundwater substitution transfer is a highly regulated program that involves the review of local, State and Federal Agencies and requires the continued monitoring of groundwater levels and quality to ensure that the program does not adversely impact the locate aquifer. The groundwater substitution transfers are only available during certain years when the climatic and river conditions align to meet the regulatory and environmental condition of the program. Since the program started ACID has been able conduct a groundwater transfer 4 times. ACID has implemented this program to generate revenues for the long-term capital investment in district infrastructure. Groundwater Substitution Transfers in 2013, 2014, 2015 and 2020 have generated \$XXXXXXX which has been used to..... These revenues also have bolstered reserves that allowed the District to recover for significant flood damage to the Dam in 2016 and Strom damage in 2019

### **2020 Revenues and Expenditures Budget**

Pie Chart of revenues and expenses

### **2020 Operations and Maintenance Activities**

Brief discussion of operations and maintenance for January to December

### **GM Introduction**

Reshare my Bio that was sent to our email list last summer

### **Partner Articles**

RCD of Tehama County (Mobile Irrigation Lab / Landowner Services)

Western Shasta RCD (Landowner Services)

NRCS (Landowners Services)

# Anderson-Cottonwood Irrigation District

TO: ACID Directors  
FROM: John S. Currey

Agenda Item No. 5.7  
Meeting Date: 01/14/2021

DATE: January 7, 2021

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**SUBJECT: Review and consider adopting management goals and objectives for 2021**

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## **Background:**

Management has developed the following goals and objectives to help direct the operations for 2021. Staff is looking for the Board input and direction regarding these and other possible objectives.

## **Operations and Maintenance:**

### **Goals:**

1. Reduce outstanding maintenance issues and recurring complaints
2. Increase knowledge and understanding of water operations
3. Increase the utility of Ditchtender sheets data

### **Objectives:**

- Review prior maintenance projects for completion and priorities – now and ongoing
  - Receiving current Ditchtender's requests
  - Review this season concerns and complaints for resolution
- Install 3,600 feet of pipe that is on hand
  - Use ACID staff and consider using contactors
- Spray the system
  - Develop a spray map that includes the mile and acres
  - Review past application records and develop a strategy for an ideal program
  - Train additional staff to spray and consider using contractors
- Review and (re) construct Ditchtender sheet around irrigation schedule
- Increase accuracy of DT data
  - Review water sales data management tools
- Upgrade SCADA system – current version is “end of life” and no longer supported
  - Apply for BOR grant to upgrade

## **Administration:**

### **Goals:**

1. Increase irrigated acres
2. Increase accuracy of data
3. Reduce duplication data management
4. Policies (new & updates)
5. Contracting (template agreements)



# Anderson-Cottonwood Irrigation District

## Objectives:

- Data Management – review and update data
  - Active Parcels – irrigating
  - Active parcels – not irrigating
  - Inactive parcels
  - Liens – status
- Data Management Programs – research what programs other districts use for customer data and irrigation data. Are there any integrated programs that increase efficiency of data management?
- Apply for BOR Grants

## Planning:

### Goals:

1. Improve long-term viability and financial stability
2. Strategic capital improvement
3. Align operations with BOR and state water requirements
4. Diversify revenue sources

### Objectives:

- Develop Board goals for District operations
- Develop a multi-year financial plan
  - Develop a capital improvement plan
  - Develop a cost of service water rate study
- Develop and implement the Sacramento River Management Plan
  - Develop an ACID specific approach to addressing the BMPs
- Evaluate current and future revenue sources
  - Evaluate drainage policy and fee structure
  - Evaluate energy generation for expense offset

## Staffing:

### Goals:

1. Align staffing to the operations, administration and planning goals and tasks

### Objectives:

- Align staffing to meet the needs and resources identified in the planning process
- Equip staff with the training and technology to be successful in implementing the plans
- Develop a strategy to compensate and retain competent staff

# Anderson-Cottonwood Irrigation District

**TO:** ACID Directors  
**FROM:** John S. Currey

**Agenda Item No.** 5.8  
**Meeting Date:** 01/14/2021

**DATE:** January 7, 2021

**Action Item**  
 **No Action Requested**

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**SUBJECT:** Consider conducting an additional Board of Director meeting every 4th Thursday of each month at the ACID office until further notice

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**Background:**

President Haynes asked if a second meeting a month would help the Board and staff be more efficient in addressing the many issues that we have recently identified.

When I was leading other districts, I have had as many as 3 Board meetings a month. Given the time that it took me to be prepared for so many meetings, I found that meeting too frequently was disruptive to my other duties.

If the Board was open to meeting more often, my recommendation is that we each hold the 4<sup>th</sup> Thursday open for Special meetings if they are needed. The President and I can work together to scope out the issues which will need the Board input and develop a possible schedule for special meetings.

**Recommendation:**

Staff request the Board discuss the meeting options and whether there are any conflict on the 4<sup>th</sup> Thursday

**Enclosures:**

None