

---

**Dan Woolery,**  
*President, Division 3*

**James Rickert,**  
*Vice President, Division 5*

**Ronnean Lund,**  
*Director, Division 1*

**Audie Butcher,**  
*Director, Division 2*

**Steve McCarley,**  
*Director, Division 4*

**Justin Dahl,**  
*General Manager*

---

# BOARD MEETING

## Agenda

December 14, 2023, 6:00 pm

1887 Howard Street, Anderson (Council Chambers)

**1. Call To Order**

**2. Flag Salute**

**3. Public Participation**

Time set aside for members of the public that wish to address the Board regarding operations of the District within the jurisdiction of the Board. Individuals are requested to limit comments to a maximum of three minutes.

**4. Consent Items**

- a. Minutes – Approve the Minutes of the Special Board Meeting on November 1, 2023, and the Regular Board Meeting on November 9, 2023
- b. Financial Status Report for Year-to-Date through November 2023
- c. Payroll: Approve the Payroll Check Register for the Month of November 2023
- d. Electronic Federal Tax Payment System (EFTPS) & Automated Clearing House (ACH) – Approve transactions for the Payroll Period of November 2023
- e. Voided and/or missing checks for November 2023
- f. Cash Disbursement Journal for November 2023

**5. Presentation – Increasing District Revenue Under Propositions 218 and 26 (District Legal Counsel)**

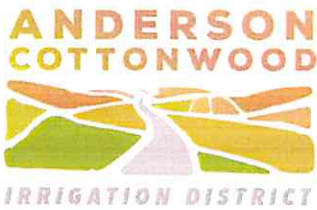
**6. Business Items**

- a. Direct Staff and Counsel to Begin Assessment and/or Rate Increase Process (*Action may be taken*)
- b. Discuss & Approve Increase in 2024 Irrigation Season Application Fee (*Action may be taken*)
- c. Discuss & Approve 2024 Budget (*Action may be taken*)
- d. Discuss & Finalize Kevin Peel's NRCS Project/Construction Bid (*Action may be taken*)
- e. Discuss & Approve Bids from Engineers for Shady Lane Project Design (*Action may be taken*)
- f. Anderson-Cottonwood Irrigation District Appointment of Officers: President, Vice-President, Secretary and Treasurer (*Action may be taken*)

**7. Other Business**

- a. Operations Manager Report
- b. General Manager Report
- c. Board Member Report on the Educational Water Workshop (Ronnean Lund attended 12/8/2023)

8. **Closed Session: Conference with Legal Counsel – Existing Litigation (Government Code § 54956.9(d)(1)).**  
**Consider the following liability claims:**
  - a. Susan Grabeal
  - b. John VanEperen



**Dan Woolery,**  
*President, Division 3*

**James Rickert,**  
*Vice President, Division 5*

**Ronnean Lund,**  
*Director, Division 1*

**Audie Butcher,**  
*Director, Division 2*

**Steve McCarley,**  
*Director, Division 4*

**Justin Dahl,**  
*General Manager*

# SPECIAL BOARD MEETING

## Draft Minutes

November 1, 2023 – 9:00 a.m.

1887 Howard Street, Anderson (Council Chambers)

[Note: Director Lund will attend the meeting via telephone pursuant to Government Code § 53953, as detailed at the end of this Agenda]

**1. Call To Order-** Director Woolery called the meeting to order at 9:00 a.m.

**Directors Present-** Woolery, Rickert, Butcher, and McCarley

**Directors Present via phone:** Lund

**Staff Present-** Justin Dahl (General Manager), Ben Duncan (Operations Manager)

Colleen Miller (Administrative Specialist)

**2. Flag Salute** was led by Ben Duncan

**3. Public Participation**

Time set aside for members of the public who wish to address the Board regarding topics within the jurisdiction of the Board. Individuals are requested to fill out a Speaker Request Form and limit comments to a maximum of three minutes.

- Ray Eliante-He is concerned that ACID will be dumping a lot of money that proves to be futile, especially without any environmental impact or perc tests. It could prove to be detrimental to the District, and the Board if we dump money into an area that has proven to leak even after the ditch has been lined.
- Brenda Haynes-There have been several projects that have been proven, tried, and true in many locations, one is the canal modernization plan. It would provide check structures to help get water down to the Anderson/Cottonwood area. The Churn Creek pump station needs attention and is waiting for money. ACID needs to spend money on other projects and not just the lining of the canal that may or not work.

**4. Open Session**

- a. Discuss & Consider Bids for Repairs of the Main Canal during the 2023-2024 offseason  
*(Action may be taken)*

Director Woolery pointed out that we are moving from 3770 linear feet to 2950, an 820-foot difference. Danny Kerns spoke about what the impact would be by removing the sections from the bids as quoted. He said it would have minimal impact, and discussed in more detail why it would be a safe removal in the overall project goal.

**Public Comment-**

- Ray Eliante- He said that the ditch isn't dry, and no one has walked it to know what the potential problems would be.
- Steve Barr- Looming soil, what would the cost be? It could potentially be a 25% increase in the price, so the Board needs to be aware of that. In addition, the Board needs to consider all the reaches of the canal and not just certain sections. Everybody is impacted.
- Brenda Haynes- Hill Street was lined previously and it leaked the very next year, and every year thereafter. There are a lot of unknowns, we don't know if this is going to fix the problem. If the Churn Creek pump station goes down, or if somebody were to give it a closer look, it may be taken away from us. Would like to see the money spent on other areas, for example, to get water downstream to the people in Anderson, and Cottonwood more effectively. She begs the Board not to spend our resources on lining the canal, especially Hill Street.
- James Tucker- Is there language in the contract to include failure in the liner, and what happened to the old pumps in the Churn Creek ditch?

Discussion among the Board as to which bid/option to decide on. Director Lund suggested that we add the 350 feet back to the northern end of Hill Street to avoid any future issues and/or litigation in that area. Danny Kerns also agreed that it would be ideal to continue lining up the hill and was asked by the Board to work up the additional cost to include that area. The new total cost to add back the 350 feet would be \$3,282,650. The Board now has 3 options to choose from:

1. The original bid of \$3,489,000
2. The trimmed-down bid of \$2,905,000
3. The adding of an additional 350 feet up Hill St., bid of \$3,282,650

A motion was made by Director McCarley to go with option #3, adding back the 350 ft., with a total bid of \$3,282,650, and it was seconded by Director Rickert. It passed with a 5-0 vote.

- b. Consider Resolution Accepting One or More Bids from Qualified Contractors and Authorizing Notice to Proceed to Construct the Anderson-Cottonwood Irrigation District Emergency Management Canal Lining Project. *(Action may be taken)*

A motion was made by Director Butcher to adopt Resolution #2023-04, and it was seconded by Director McCarley. The vote was 5-0 to adopt the resolution.

- c. Discuss & Consider Consultant's Contract scope adjustment for Emergency Canal Lining Projects  
*(Action may be taken)*

Danny Kerns (Provost & Pritchard) explained the details of each phase of the contract scope adjustments and answered the questions put forth by Director Woolery, that the increase of \$267,000 will cover everything from now until the end of the project.

A motion was made by Director Rickert to approve the consultant's contract, and the scope adjustment for the emergency canal lining project, and it was seconded by Director Lund. It passed with a 5-0 vote.

- 5. **Adjourn-** The meeting was adjourned at 10:00 a.m.

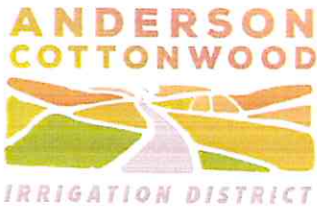
**Remote Posting & Location for Board Member:**

**Ronnean Lund**

**5561 Willow Road**

**Redding, Ca 96001**

**Joining by Via Telephone:**



**Dan Woolery,**  
*President, Division 3*

**James Rickert,**  
*Vice President, Division 5*

**Ronnean Lund,**  
*Director, Division 1*

**Audie Butcher,**  
*Director, Division 2*

**Steve McCarley,**  
*Director, Division 4*

**Justin Dahl,**  
*General Manager*

# BOARD MEETING

## Draft Minutes

November 9, 2023, 6:00 pm

1887 Howard Street, Anderson (Council Chambers)

### 1. Call To Order- 6:00 p.m.

**Directors Present-** Woolery, Rickert, Lund, McCarley, Butcher

**Staff Present-** Ben Duncan (Operations Manager), Colleen Miller (Admin. Specialist)

**Staff Absent-** Justin Dahl (General Manager), Terri White (Finance Manager)

### 2. Flag Salute was led by Director McCarley

### 3. Public Participation

Time set aside for members of the public that wish to address the Board regarding operations of the District within the jurisdiction of the Board. Individuals are requested to limit comments to a maximum of three minutes.

**Dana Sandifer-** She missed a Special Board meeting, called office to be put on Regroup. Staff let her know that she will now be getting messages. In addition, she is wondering what the timeline is for the 3 major project areas. What happens if we have a wet winter, how will any of the work get done?

Director Woolery explained to the public that we have signed the contract for the 3 reaches, on Hill, Bruce, and Fair Oaks Street with Bill Spoon heading it up. Deadline is April 1, 2024, to get the projects completed.

### 4. Discussion Item

Should staff and Board members pursue obtaining additional information on landowner-based voting for District Board members? Presentation by Director Lund- she explained that there was a gentleman at a previous meeting who owns property that he rents out in the Churn Creek bottom area, and he was concerned that he didn't get to vote in the election for Board members. She researched it and found out that whoever lives at the address gets the ballot, and not the actual landowner. In the future if this comes up again, we may want to consult our attorney, and/or LAFCO for more clarification.

### 5. Consent Items

- a. Minutes – Approve the Minutes of the Regular Board Meeting on October 12, 2023

A motion was made by Director Rickert and seconded by Director McCarley to move consent Item 5.a. down to Business Items. The motion carries with a 5-0 vote.

- b. Financial Status Report for Year-to-Date through October 2023
- c. Payroll: Approve the Payroll Check Register for the Month of October 2023
- d. Electronic Federal Tax Payment System (EFTPS) & Automated Clearing House (ACH) – Approve transactions for the Payroll Periods of October 2, 2023, and October 16, 2023
- e. Voided and/or missing checks for October 2023

A motion was made by Director McCarley and seconded by Director Lund to approve consent Items; 5.b.c.d., and e. The motion carries with a 5-0 vote.

- f. Cash Disbursement Journal for October 2023

A motion was made by Director Lund and seconded by Director Rickert to move consent Item 5.f. down to Business Items. The motion carries with a 5-0 vote.

## **6. Business Items**

Moved from Consent Item- 5.a.

Add to minutes Director Rickert's comments regarding the ACID documentary under the Public Participation section (Tammi Arrowsmith)

A motion was made by Director Rickert and seconded by Director Butcher to approve 5.a. as amended. The motion carries with a 5-0 vote.

Moved from Consent Item- 5.b.

Director Lund asked about 4115-Water Transfer- why hasn't the CVP water been transferred? Discussion among Board that it is a matter of accounting rather than of transfer. Staff is looking into trying to get more clarity on the numbers. See above in Consent items for the motion to approve 5.b.

Moved from Consent Item- 5.f.

Director Lund asked about the USA underground payment for \$13,664.83. Ben Duncan explained that he spoke with a representative of the company to define our area; and in moving forward our charges should decrease.

A motion was made by Director Lund and seconded by Director Butcher to approve 5 f. The motion carries with a 5-0 vote.

- a. Discuss & Consider Bids for Della Lane Project on Main Canal (Action may be taken)  
Ben discussed the issues/problems in the Della Lane area; get the trees out and re-compact the canal bank. Director Woolery commented that he would like to see one proposal brought to the Board with the staff recommendations explaining why this is the best option. In addition, Danny and Steve (our

engineers) need to review the plans to make sure it is a viable option. Director Rickert added that he thinks it would be helpful for the District to use a few different approaches to see how each one works, and then we can replicate those for future years.

**Public Comment:**

**Laurie Shaw**-Why aren't we testing our soil since it doesn't cost very much? It costs a lot to hire an engineer, why are we spending so much money on them?

**Matt Arrowsmith**-I assume you have done soil testing and know what kind of soil you are dealing with at every one of these sites. Is it red dirt, clay, sand or what type of soil? It will make a difference as to how you are going to seal it. What is the allowable amount of seepage?

A motion was made by Director Rickert and seconded by Director Butcher to send back to staff for further refinement of project details to review at the next Board meeting.

The motion carries with a 5-0 vote.

b. Discuss & Consider Bids for Shady Lane Project (Action may be taken)

Discussion among Board with Ben regarding all the problems/issues in the Shady Lane area.

Shady Lane needs to be piped according to Ben, but it is just an expensive project.

A motion was made by Director Lund to give approval for Ben to work on piping that section, to go back to the drawing board to clean up the information for the Board, and to have the engineers review it before submitting it back to the Board. It was seconded by Director Rickert.

The motion carries with a 5-0.

**Public Comment:**

**Steve Barr**-Concerned that the public did not have access to the information that the Board is looking at for the costs of the projects. He said it is in violation of The Brown Act.

c. Discuss & Consider Alternative repairs for Lady Smith, & N. Bonnyview on Main Canal) Action may be taken) A motion was made by Director Rickert to bring it back to staff to work on it some more, and bring it back to a future Board meeting, and it was seconded by Director Lund. The motion carries with a 5-0 vote.

d. Discuss & Consider Kevin Peel's NRCS Project for 2023-2024 offseason

Discussion among the Board

Kevin Peel spoke about his NRCS Project with 2 other landholders. He lives at 21340 Gaines Lane and has been in the District for over 20 years. He has had years of delivery, and flow problems, including flooding, and has tried to contact the District for help in resolving these issues, but to no avail. Below is a timeline of communication with the District staff:

- In 2018, John Jones (previous GM) sent him a letter acknowledging that the District would entertain the request to install approximately 180 feet of private irrigation pipe if the landowners would pay for the pipe.
- On April 3, 2020, John Curry (new GM) went out to view the property and met with several of the property owners. John said that if the landowners came up with the infrastructure, the



District would provide the labor. John Curry was also instrumental in helping get the NRCS grant, and he met with Mindy of NRCS on several occasions regarding the pipeline project.

- On May 13, 2022- the NRCS grant was awarded, but John Curry was no longer employed with ACID. The job packet was left with Terri White, the Finance Manager, and she stated that the District would not pay for pipe. She was not able to approve the request and told him that she needed to wait for another GM before the District could proceed.
- In February 2023, Jered Shipley (new GM), was on board with completing the project. Ben Duncan went out to the property and met with the landowners. Ben stated that he could not complete the project in 5 days, and he was worried about the manpower and putting up the dam for the upcoming water season. Ben and the landowners agreed to wait until the end of the season to start the project.
- In September 2023, Justin Dahl (new GM), a meeting was set up for 10/05/23, with Justin, and Ben. At the meeting, Justin agreed to go forward with the project, and for it to start in November after Thanksgiving, but would need Board approval. Back and forth texting with Justin, when he stated that the job is now out of our scope of capabilities but would want to help with possibly finding a contractor to help with the cost.

**Public Comment:**

**Laurrie Shaw**-She did an NRCS project on private property, and ACID did not help

**Steve Barr**- ACID needs to enforce a policy regarding NRCS projects

**Matt Arrowsmith**-He stated that he has had an NRCS project, but the landowners were all solely responsible for their own portion of the pipe

Discussion among the Board; Director Lund restated past Board minutes (2018 & 2020) regarding Kevin Peel's complaint, which states ACID does not maintain private ditches. It is the responsibility of the landowner. ACID has in the past partnered with NRCS for projects that benefit the District as a whole, but not for the benefit of just a few private property owners. Discussion among the Board that it would be in our best interest to set up a policy in writing to avoid this type of situation in the future. Director McCarley and Butcher mentioned getting bids to see how much the project would cost. Director Woolery is concerned that over the last 12 months, staff has been in favor of doing the job, and he is proposing a compromise; 50/50 split between ACID and the landowners, to have a private contractor do the job, and to have Mr. Peel come back to the next Board meeting with bids. Director Rickert agrees that we should find a compromise, get bids to find out what the actual cost would be, and move on.

A motion was made by Director McCarley to get a couple bids on the project to find out what the actual cost would be, and to contact our attorney to find out which direction the District should go. The Board would then be able to make a decision once that information is available. It was seconded by Director Lund. The motion carries with a 5-0 vote.

e. Board members should select and announce their committee members for the Strategic Plan Committee

- Director Woolery nominated Mike Berry for Division 3
- Director Lund nominated Laurrie Shaw for Division 1
- Director Butcher nominated Larry Forero for Division 2
- Director Rickert nominated Jennifer Brackett for Division 5
- Director McCarley nominated Ivar Amen for Division 4

A motion was made by Director Lund to approve the above selections for the Strategic Planning Committee, and it was seconded by Director McCarley.

**7. Closed Session-** none

**8. Adjourn-** 7:41 p.m.





*Month Ending November 2023*

**Expenditures**

Account Number	Budget Item	Month To Date	Year To Date	2023 Approved Budget	Percent Used	Balance Available
<b>Administration</b>						
6001	Medical Exp. / Supplies	\$100	\$2,620	\$1,200	218%	\$123
6002	Travel / Training Expense	\$0	\$684	\$10,000	7%	\$9,316
6003	Office Supplies / Expense	\$2,181	\$19,668	\$11,500	171%	(\$8,168)
6004	Office Equip. & Maintenance	\$0	\$0	\$2,600	0%	\$2,600
6005	Association Dues	\$0	\$22,554	\$25,000	90%	\$2,446
6006	Public Notices	\$0	\$3,335	\$500	0%	\$2,835
6007	Election Expense	\$0	\$4,978	\$0	0%	\$4,978
6008	Legal Fees / Expense	\$2,246	\$77,114	\$50,000	154%	(\$27,114)
6009	SRSC Corporation	\$0	\$21,275	\$22,000	97%	\$725
6010	Maintenance Agreements	\$0	\$39,288	\$15,000	262%	(\$24,288)
6011	CV Strategies	\$0	\$41,810	\$60,000	70%	\$18,190
6012	Vehicle Insurance	\$0	\$6,881	\$5,000	138%	\$1,881
6013	Management Expense Acct.	\$101	\$375	\$1,000	38%	\$625
6014	Liability Claims	\$0	\$0	\$1,000	0%	\$1,000
6015	Property / Liability Insurance	\$0	\$33,972	\$30,100	113%	\$3,872
6016	Permit Fees	\$5,448	\$16,475	\$12,000	137%	(\$4,475)
6017	County Taxes / Assessments	\$0	\$5,775	\$5,000	116%	\$248
6018	Consultant Services	\$469	\$1,521	\$75,000	2%	\$73,479
6019	Audit / Accounting Services	\$500	\$10,300	\$11,000	94%	\$700
6020	Web Site Revamp	\$0	\$13,326	\$15,000	89%	\$1,674
6023	Utilities	\$2,010	\$20,012	\$20,000	100%	(\$12)
6024	Misc. Expense	\$0	\$1,012	\$1,000	101%	\$12
6026	District GIS	\$0	\$0	\$5,000	0%	\$5,000
6027	SGMA	\$0	\$8,263	\$7,600	0%	\$663
	<b>Sub-Total</b>	<b>\$13,055</b>	<b>\$351,238</b>	<b>\$386,500</b>	<b>91%</b>	<b>\$35,262</b>

**Anderson Cottonwood Irrigation District**  
**2023 Financial Status Report**  
*Month Ending November 2023*

Account Number	Budget Item	Month To Date	Year To Date	2023 Approved Budget	Percent Used	Balance Available
<b>General Maintenance</b>						
7000	Fuels	\$7,254	\$70,790	\$40,000	177%	(\$30,790)
7001	Equip Rents & Leases	\$0	\$0	\$10,000	0%	\$10,000
7002	Light Vehicles	\$696	\$10,062	\$10,000	101%	(\$62)
7003	Heavy Vehicles	\$0	\$6,177	\$10,000	62%	\$3,823
7004	Light Equipment	\$2,959	\$6,876	\$5,000	138%	(\$1,876)
7005	Heavy Equipment	\$0	\$9,817	\$10,000	98%	\$183
7007	Personal Supplies & Equip.	\$450	\$914	\$500	0%	(\$414)
7008	Maintenance Supplies	\$3,885	\$26,495	\$25,000	106%	(\$1,495)
7009	Buildings / Yard Maintenance	\$350	\$4,027	\$2,000	201%	(\$2,027)
7010	Small Tools & Equipment	\$0	\$4,122	\$4,000	103%	(\$122)
7011	Engineering Service	\$0	\$0	\$0	0%	\$0
	Sub-Total	\$15,594	\$139,280	\$116,500	120%	(\$22,780)
<b>Canal Maintenance &amp; Operations</b>						
8000	SCADA Maintenance	\$212	\$4,385	\$3,000	146%	(\$1,385)
8001	Diversion Facilities Maint.	\$1,887	\$24,991	\$14,000	179%	(\$10,991)
8002	Contracted Services	\$1,095	\$18,099	\$35,000	52%	\$16,901
8003	Chemicals	\$0	\$0	\$15,000	0%	\$15,000
8004	Canal Maintenance & Exp.	\$1,830	\$292,892	\$450,000	65%	\$157,108
8005	Pump Maintenance	\$0	\$18,776	\$30,000	63%	\$11,224
8006	Utilities / Pumping	\$21,338	\$167,252	\$135,000	124%	(\$32,252)
8007	Project Water Costs / USBR	\$0	\$222,893	\$1,120,000	20%	\$897,107
8008	Water Rights Protection	\$11,919	\$47,027	\$80,000	59%	\$32,973
8010	Water Transfer / Base Supply	\$275	\$6,129	\$0	0%	(\$6,129)
8012	Storm Damage Expense	\$468	\$128,965	\$0	0%	(\$128,965)
8019	High Groundwaetr Expense	\$4,091	\$33,060	\$0	0%	(\$33,060)
	Sub-Total	\$43,115	\$964,469	\$1,882,000	51%	\$917,531

**Anderson Cottonwood Irrigation District**  
**2023 Financial Status Report**  
*Month Ending November 2023*

**Balance Summary**

	Month To Date	Year To Date	2023 Approved Budget	Percent Used	Balance Available
Total Expenditures	\$183,803	\$2,541,476	\$3,687,350	69%	\$1,145,874
Total Revenues	\$61	\$1,472,262	\$2,218,000	66%	\$1,260,528

**Capital Improvement**

	Month To Date	Year To Date	2023 Approved Budget	Percent Used	Balance Available
1112 Land	\$0	\$0	\$0	0%	\$0
1114 Pumps	\$0	\$67,984	\$150,000	45%	\$82,016
1116 Trans & Distribution Plant	\$0	\$0	\$0	0%	\$0
1117 Equipment (Machinery)	\$0	\$182,486	\$325,000	56%	\$142,514
1118 Auto & Trucks	\$0	\$169,370	\$175,000	97%	\$5,630
1119 Buildings	\$0	\$0	\$10,000	0%	\$10,000
1120 Office Furniture & Equipment	\$0	\$2,289	\$25,000	0%	\$22,711
1123 Yard Improvement	\$0	\$0	\$0	0%	\$0
1124 Canal Lining & Pipe	\$0	\$68,058	\$350,000	19%	\$281,942
1125 Canal Safety Project	\$0	\$0	\$0	0%	\$0
1126 Main Canal Metering	\$0	\$0	\$0	0%	\$0
1127 Main Dam Improvement	\$0	\$0	\$0	0%	\$0
1132 Fish Screens	\$0	\$0	\$0	0%	\$0
1133 Fish Ladders	\$0	\$0	\$0	0%	\$0
1134 SCADA Equipment	\$0	\$0	\$0	0%	\$0
1135 Groundwater Program	\$0	\$0	\$0	0%	\$0
1136 Construction in Progress	\$0	\$14,214	\$0	0%	\$0
<b>Total</b>	\$0	\$504,401	\$1,035,000	49%	\$544,813

**Anderson Cottonwood Irrigation District**  
**2023 Financial Status Report**  
*Month Ending November 2023*

**Anderson Cottonwood Irrigation District**

L.A.I.F.	\$29,823			
TCB Checking	\$418,484			
Petty Cash	\$100			
Imprest Cash	\$200			
TCB Money Market Acct.	\$0			
RBC Investments	\$12,837,874	**		
Total Cash	\$13,286,481			

**Breakdown Of Funds on Deposit**

General Fund	\$12,284,904			
Equipment Reserve	\$228,791			
Cap. Improvement Fund	\$544,813			
Drainage Fund	\$25,000			
Water Rights Protection	\$202,973			
Total Cash	\$13,286,481			

**RBC Wealth Management Accounts Breakdown (as of 11/30/2023)**

Money Market	\$960,042			
4 T Bills	\$11,901,600			
Total Funds RBC	\$12,861,642	**		



Anderson Cottonwood Irrigation District  
Payroll Register  
For the Period From Nov 1, 2023 to Nov 30, 2023

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

Employee Reference Date	Pay Type	Pay Hrs	Pay Amt
White, Teresa L. 20281 11/1/23	Finance_Ma	96.00	3,360.00
Jensen, Jason A. 20282 11/1/23	Equip_Oper	96.00	2,657.28
Duncan, Benjamin 20283 11/1/23	Reg_Salarie		3,125.00
Passmore, Scott C. 20284 11/1/23	Main_Sup	80.00	2,444.00
	Overtime	6.00	274.98
	Vacation	16.00	488.80
Miller, Colleen M. 20285 11/1/23	SickLeave	2.50	60.58
	Admin_Spe	93.50	2,265.51
Dahl, Justin O. 20286 11/1/23	Reg_Salarie		6,250.00
Trueblood, Trevor W. 20289 11/1/23	Overtime	27.00	1,019.52
	WO	96.00	2,416.32
Claycamp, Logan D. 20290 11/1/23	Overtime	17.00	641.92
	WO	89.00	2,240.13
Brian, Johnson J. 20291 11/1/23	MainI	96.00	1,992.00
Vega, Phillip 20292 11/1/23	Ops_Sup	80.00	2,328.00
	Overtime	8.00	349.20
	Sick_Leave	16.00	465.60
Cardwell, Robert J. 20293 11/1/23	Overtime	25.50	962.88
	WO	96.00	2,416.32
Carlile, Bradley S. 20294 11/1/23	Overtime	5.50	207.68
	WO	100.50	2,529.59
White, Teresa L. 20295	Finance_Ma	88.00	3,080.00

Anderson Cottonwood Irrigation District  
Payroll Register  
For the Period From Nov 1, 2023 to Nov 30, 2023

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

Employee Reference Date	Pay Type	Pay Hrs	Pay Amt
11/16/23			
Jensen, Jason A. 20296 11/16/23	Equip_Oper Dam	60.00 28.00	1,660.80 920.36
Duncan, Benjamin 20297 11/16/23	Reg_Salarie	88.00	3,125.00
Passmore, Scott C. 20298 11/16/23	Main_Sup Dam Sick_Leave	47.00 27.50 13.50	1,435.85 997.98 412.43
Miller, Colleen M. 20299 11/16/23	SickLeave Admin_Spe	1.00 87.00	24.23 2,108.01
Dahl, Justin O. 20300 11/16/23	Reg_Salarie		6,250.00
Carlile, Bradley S. 20301 11/16/23	Dam WO	32.00 56.00	956.48 1,409.52
Cardwell, Robert J. 20302 11/16/23	Dam WO	32.00 56.00	956.48 1,409.52
Trueblood, Trevor W. 20303 11/16/23	Dam WO	31.00 57.00	926.59 1,434.69
Claycamp, Logan D. 20304 11/16/23	Dam WO	31.00 56.50	926.59 1,422.11
Brian, Johnson J. 20305 11/16/23	MainI Dam	56.00 32.00	1,162.00 788.48
Vega, Phillip 20306 11/16/23	Ops_Sup Dam Sick_Leave	49.00 31.00 8.00	1,425.90 1,071.36 232.80
11/1/23 thru 11/30/23	Reg_Salarie SickLeave Vacation Dam	88.00 3.50 16.00 244.50	18,750.00 84.81 488.80 7,544.32

Anderson Cottonwood Irrigation District  
Payroll Register  
For the Period From Nov 1, 2023 to Nov 30, 2023

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

Employee Reference Date	Pay Type	Pay Hrs	Pay Amt
	Overtime	89.00	3,456.18
	MainI	152.00	3,154.00
	Ops_Sup	129.00	3,753.90
	Equip_Oper	156.00	4,318.08
	Finance_Ma	184.00	6,440.00
	Admin_Spe	180.50	4,373.52
	Sick_Leave	37.50	1,110.83
	Main_Sup	127.00	3,879.85
	WO	607.00	15,278.20
11/1/23 thru 11/30/23	Reg_Salarie	88.00	18,750.00
	SickLeave	3.50	84.81
	Vacation	16.00	488.80
	Dam	244.50	7,544.32
	Overtime	89.00	3,456.18
	MainI	152.00	3,154.00
	Ops_Sup	129.00	3,753.90
	Equip_Oper	156.00	4,318.08
	Finance_Ma	184.00	6,440.00
	Admin_Spe	180.50	4,373.52
	Sick_Leave	37.50	1,110.83
	Main_Sup	127.00	3,879.85
	WO	607.00	15,278.20

Electronic Federal Tax Payment System Transactions (EFTPS)					
Federal Payroll Taxes					
Date	Payroll Period	Amount	Comments		
11/1/2023	10/16/23 - 10/31/23	\$10,010.46	EFTPS for P/R taxes		
11/16/2023	11/01/23 - 11/15/23	\$8,507.28	EFTPS for P/R taxes		
Automated Clearing House (ACH)					
State Payroll Taxes					
11/1/2023	10/16/23 - 10/31/23	\$1,652.78	ACH for P/R taxes		
11/16/2023	11/01/23 - 11/15/23	\$1,800.67	ACH for P/R taxes		
Voided and/or Missing Checks					
Check #	Issued To:	Amount	Check Date	Comments	Date Voided
30740	Jeff Gravano	\$29.00	11/14/2023	refund irrigation overpayment	11/14/2023
30725	MPS Multiple Pump Services	\$2,410.00	11/9/2023	wrong vendor	11/9/2023
20288	Robert Cardwell	\$1,956.38	11/1/2023	wrong hours	11/1/2023

Anderson Cottonwood Irrigation District  
Cash Disbursements Journal  
For the Period From Nov 1, 2023 to Nov 30, 2023

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
11/2/23	30708	2224	child support for JJ, 11/1/2023 payroll	375.87	
		1308	CA State Disbursement Unit		375.87
11/2/23	30709	2226	Simple withholding for BD, 11/01/2023 payroll	250.00	
		5114	retirement for BD, 11/1/2023 poyroll	165.53	
		1308	Edward Jones - Ben Swim		415.53
11/2/23	30710	5019	health insurance for November/Admin	3,029.00	
		5119	health insurance for November, T&D	4,207.00	
		1308	N.C.G.T. Security Fund		7,236.00
11/2/23	30711	2226	457 withholding for SP, November 1, 2023 payroll	75.00	
		1308	Variable Annuity Life Ins. Co.		75.00
11/3/23	30712	5114	Per letter/underpayment for September	187.58	
		1308	Western Conf. Team. Pension		187.58
11/3/23	30713	8019	reimburse for unharvested hay due to the canal being out at main canal.	1,680.00	
		1308	John Van Eperen		1,680.00
11/6/23	30714	5014	pension for October/Admin	266.43	
		5114	pension for October/T&D	2,312.03	
		1308	Western Conf. Team. Pension		2,578.46
11/9/23	30715	7007	annual boot allowance reimbursement	150.00	
		1308	Cardwell, Robert		150.00
11/9/23	30716	7007	annual boot allowance reimbursement	149.78	
		1308	Bradley Carlile		149.78
11/9/23	30717	6003	monthly copies for office	262.83	
		1308	Carrel's Office Machines		262.83
11/9/23	30718	6023	monthly charges for Ineternet/telephones	374.49	
		1308	Charter Communications		374.49
11/9/23	30719	7008	metal for grills/shop	689.50	
		1308	Gerlinger Steel & Supply		689.50
11/9/23	30720	7008	fuse kit, wiring harness and paint markers for trailer, hornet spray	302.01	
		1308	Hardware Express		302.01
11/9/23	30721	6003	business cards/Administrative	37.71	
		1308	Specialist Harvest Printing		37.71
11/9/23	30722	5110	temp labor	5,880.96	
		1308	K S Staffing Solutions Inc.		5,880.96
11/9/23	30723	8004	5 tarps,4 picchforks ,mulch mix for Fair Oaks,	562.86	
		1308	Loucks Landscape Supply		562.86

Anderson Cottonwood Irrigation District  
Cash Disbursements Journal  
For the Period From Nov 1, 2023 to Nov 30, 2023

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
11/9/23	30724	8010 1308	2023 water transfer effort MBK Engineers	275.00	275.00
11/9/23	30726	6003 1308	drinking water shop/office Mt. Shasta Spring Water	39.97	39.97
11/9/23	30727	8000 1308	conduit for SCADA at yard North Valley Distributing	172.39	172.39
11/9/23	30728	7008 1308	plywood blows Payless Building Supply	97.84	97.84
11/9/23	30729	7004 1308	Gator/Spray rig parts PBM Supply	690.24	690.24
11/9/23	30730	8006 8006 8006 8006 8006 6023 8006 1308	monthly standby for Well # 1/Barney Street monthly power for Shasta Ranch pump monthly standby for Well # 2/ Crowley Gulch pump monthly power for Perry's pond pump monthly power for Dymesich pond pump monthly power for office/shop monthly power for Linda Lane pump Pacific Gas & Electric	45.87 870.76  286.81 450.12 454.88 1,622.80	9.09      3,722.15
11/9/23	30731	8006 8006 8000 1308	monthly charges for chum Creek pumps monthly power for Progress Drive pump monthly power for SCADA/Bonnyvies Rd City Of Redding	17,958.85 112.05 40.00	18,110.90
11/9/23	30732	7009 1308	office cleaning/4 weeks Sarah's Scottish Maids	280.00	280.00
11/9/23	30733	7004 1308	tire for tailer Les Schwab Tires	200.65	200.65
11/9/23	30734	7002 1308	life extender for pickups Taylor Auto Parts	125.86	125.86
11/9/23	30735	6023 1308	monthly cell phone charges and wi-fi at dam Verizon	764.29	764.29
11/9/23	30736	6023 8004 1308	monthly garbage service for office/shop dumpster for debris removal Waste Management	144.05 1,267.06	1,411.11
11/9/23	30737	5114 1308	pension for September/underpayment Western Conf. Team. Pension	187.58	187.58
11/9/23	30738	8001 1308	cleaning of loilet at Dam Welch Enterprises, Inc.	50.00	50.00
11/9/23	30739	8019	equipment rental from 7/2/23 - 8/1/23 for high groundwater mitigation/ North Bonneyview Rd.	2,410.08	

Anderson Cottonwood Irrigation District  
Cash Disbursements Journal  
For the Period From Nov 1, 2023 to Nov 30, 2023

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		1308	MPS Multiple Pump Services		2,410.08
11/15/23	30741	8002 1308	Main Canal Assessment SHN Consulting Engineers & Geologists	185.00	185.00
11/17/23	30742	2224 1308	child support W/H for JJ, 11/16/2023 payroll CA State Disbursement Unit	375.87	375.87
11/17/23	30743	5014 2226 1308	retirement for 11/16/2023 payroll Simple W/H for 11/16/2023 payroll Edward Jones - Ben Swim	165.53 250.00	415.53
11/17/23	30744	7007 1308	reimburse for annual boot allowance Trevor Trueblood	150.00	150.00
11/17/23	30745	2226 1308	457 W/H for SP, 11/16/2023 payroll Variable Annuity Life Ins. Co.	75.00	75.00
11/21/23	30746	6023 1308	water for office/shop City Of Anderson	14.22	14.22
11/21/23	30747	8001 1308	troubleshoot repaired button on trash rake at diversion facilities Bullert Industrial Electric, INC	1,531.25	1,531.25
11/21/23	30748	6001 1308	background check and drug testing on 3 new employees Compliance Associates	100.00	100.00
11/21/23	30749	7000 1308	gasoline/diesel charges for October Flyers Energy, LLC	7,158.58	7,158.58
11/21/23	30750	6019 1308	Filing of State Controllers Report, 2022 Robert W. Johnson	500.00	500.00
11/21/23	30751	5110 1308	invoice # 27497/ e employees, # 27463, 1 employee, #27457, 2 employees K S Staffing Solutions Inc.	6,616.08	6,616.08
11/21/23	30752	6008 8008 1308	general water rights protection Minasian Law LLP	10,321.57 3,842.55	14,164.12
11/21/23	30753	7004 1308	inspect and repair Gator Powerplan - OIB	2,068.39	2,068.39
11/21/23	30754	7002 1308	oil changes for pickups,(4 of them) Premier Oil Change	416.42	416.42
11/21/23	30755	8001 1308	monthly charged for diversion facilities City Of Redding	306.17	306.17
11/21/23	30756	7009 1308	office cleaning for 1 week Sarah's Scottish Maids	70.00	70.00

Anderson Cottonwood Irrigation District  
Cash Disbursements Journal  
For the Period From Nov 1, 2023 to Nov 30, 2023

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
11/21/23	30757	7008	check and service engine on orange chipper, sharpen hedge trimmer, trimmer line, chain, x- guard, chipper and blade set, (2)	949.44	
		1308	Stroup's Power Equipment, INC		949.44
11/21/23	30758	2222 1308	union dues for November Teamsters Local No. 137	1,128.00	1,128.00
11/21/23	30759	6003	file cabinets for office (2), Fat Cow monthly fee, shredding, mailchimp, web site renewal Fat Cow, blue tooth speaker for office	1,748.10	
		7008	muck boots, rain gear for crew	1,846.31	
		6023	Linxup monthly fee	258.84	
		6013	business luinch,	101.31	
		7000	gasoline	95.00	
		7002	tool, box for pickup	154.18	
		1308	Tri Counties Bank		4,203.74
11/21/23	30760	6018 1308	project , PGE encroachment permits Vestra Resources, Inc.	365.50	365.50
11/21/23	30761	6003 1308	Cert mailing (2), shredding, monitor cord Cash	91.24	91.24
	Total			90,390.28	90,390.28



**Minasian Law, LLP**

**Propositions 218 & 26**

## “Tax” Limitations

- **Proposition 13 (1978)**
  - **Real property tax and assessment limitations**
- **Proposition 4 (1979)**
  - **Limits new ad valorem taxes by limiting growth in appropriations**
- **Proposition 218 (1996)**
  - **Closes the Proposition 13 “loophole”**
- **Proposition 26 (2010)**
  - **Defines all state and local government revenue sources as “taxes” unless exempt**

## Proposition 218

- **Imposes Procedural Requirements and Substantive Limitations on the Imposition, Increase or Extension in Taxes, Assessments, Fees and Charges**
- **Different Processes and Legal Requirements for Increased Fees Versus Increased Assessments (AKA “standby”)**

## Proposition 218 – New Fees

- California Constitution, Article XIII D, Section 6
  - “New or existing increased fees and charges; procedures and requirements; voter approval”
- Procedural and Substantive Requirements

## PROCEDURAL REQUIREMENTS

### Article XIII D, Section 6, Subdivision (a)

1. Identify the parcels upon which a fee or charge is proposed for imposition;
2. Calculate the amount of the fee proposed to be imposed on each parcel;
3. Provide written notice by mail to the “record owner of each identified parcel”;
4. Conduct a public hearing on the proposed fee not less than 45 days after mailing;
5. Consider “all protests against the proposed fee or charge”; and
6. If written protests against the fee are presented by a “majority of owners of the identified parcels”, the fee cannot be imposed.

**SUBSTANTIVE REQUIREMENTS**  
**Article XIII B, Section 6, Subdivision (b)**

- 1. Revenues from the fee must not exceed the cost of service;**
- 2. Revenues from the fee must not be used for any purpose other than that for which the fee is imposed;**
- 3. Amount of fee must not exceed “proportional cost of service attributable to the parcel”**
- 4. Fee for service must be actually used by or “immediately available” to owner of property**
- 5. No fee for general governmental services, e.g., police, fire, libraries**

## VOTER APPROVAL REQUIREMENTS FOR A NEW FEE

The 218 “two-step”

- If no majority protest, then majority vote election within 45 days after public hearing
- This second voter approval process does not apply to fees for “sewer, water, and refuse collection”

# Proposition 218 – New Assessments

- California Constitution, Article XIII D, Section 4
  - “Proposed assessments; procedures and requirements”
  - Procedural and Substantive Requirements



## PROCEDURAL REQUIREMENTS

### Article XIII D, Section 4

1. Commission preparation of a “detailed engineer’s report” to determine the “special benefit conferred upon them and upon which an assessment will be imposed”;
2. Provide written notice by mail to the record owner of each specially benefitted parcel;
3. Conduct a public hearing on the proposed assessment not less than 45 days after mailing;
4. Consider “all protests against the proposed assessment and tabulate the ballots”; and
5. Determine if there is a “majority protest” where “ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment.”

## SUBSTANTIVE REQUIREMENTS

Article XIII D, Section 4

- 1.** Only special benefits are assessable (not general benefits like police/fire services);
- 2.** Assessment must not exceed reasonable cost of the proportional special benefit conferred on each parcel;
- 3.** ACID has burden of demonstrating (a) parcels receive special benefit over and above the benefits conferred on the public at large; and (b) assessment is proportional to benefits conferred on parcel

## Proposition 26

- Response to growing use of “regulatory fees” outside tax limitations of Propositions 13 and 218
- Defines all state and local agency revenue sources as “taxes”, unless expressly exempt under one or more of seven exemptions
- Local government bears burden of “proving by a preponderance of the evidence” that fee or charge is not a tax

**Proposition 26  
Exceptions 1 & 2**

- **Fees for benefits conferred and privileges granted, services and products provided**
  - **Must be granted directly to payor**
  - **Not provided to those not charged (no free-riders)**
  - **Not exceed reasonable costs of providing benefit, service, etc.**
- **Examples: gas and electric utility rates, park and recreation service fees, municipal bus services**

**Proposition 26  
Exception 3**

- **Charges imposed for the reasonable regulatory costs to a local government for issuing licenses, permits, investigations, inspections, etc.**
- **Examples: building permits, fees for fire inspections, water rights fees [?]**

**Proposition 26  
Exception 4**

- **Charges imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property**
- **Exception does not include “reasonable costs” limitation; nor is exception limited to real property**
- **Examples: Slip/dock fees, lease of ACID real property**

Proposition 26  
Exceptions 5 & 6

- A fine, penalty or other monetary charge imposed by the judicial branch of local government as a result of a violation of law
  - Violation of water conservation program???
- A charge imposed as a condition of property development
  - Examples: development impact fees, capacity fees, permit and inspection fees

**Proposition 26  
Exception 7**

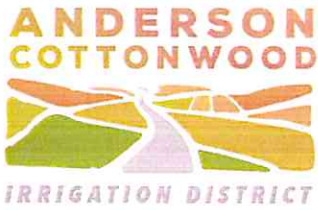
- **Assessments and property-related fees “imposed in accordance with” the provisions of Proposition 218**
- **Failing to follow requirements of Proposition 218 frequently results in violating Proposition 26**



## Generating Revenue: ACID's Options

1. Increase Existing Per-Acre Fee on Irrigation Users;
2. Establish a Benefit Assessment/Standby Rate on All Acreage Within ACID;
3. Increase Non-Property Related Services (e.g. Application Fee)
4. \*Establish Per-Acre Fee on All District Lands for Groundwater Recharge and Sustainable Groundwater Management Act Services

\*Additional Research Needed



**Dan Woolery,**  
*President, Division 3*

**James Rickert,**  
*Vice President, Division 5*

**Ronnean Lund,**  
*Director, Division 1*

**Audie Butcher,**  
*Director, Division 2*

**Steve McCarley,**  
*Director, Division 4*

**Justin Dahl**  
*General Manager*

**Date:** 12/14/2023 **Agenda Item No.** 6a

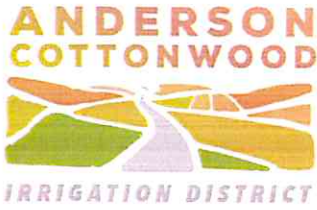
**Agenda Title:** Direct Staff and Counsel to Begin Assessment and/or Rate Increase Process

**Discussion:** Board should Discuss and Approve staff and counsel to start the Proposition 218 process for the 2024 water rate increase.

**Fiscal Impact:** N/A

**Recommendation:** Staff recommends that the Board approve moving forward with the Proposition 218 process for the 2024 water rate increase.

**Attachments:** Information available on the Power Point presentation



**Dan Woolery,**  
*President, Division 3*

**James Rickert,**  
*Vice President, Division 5*

**Ronnean Lund,**  
*Director, Division 1*

**Audie Butcher,**  
*Director, Division 2*

**Steve McCarley,**  
*Director, Division 4*

**Justin Dahl**  
*General Manager*

**Date: 12/14/2023 Agenda Item No. 6b**

**Agenda Title:** Discuss & Approve Application Fee Increase

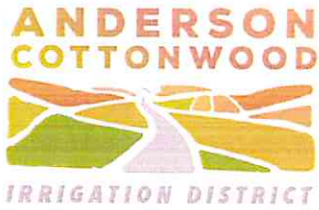
**Discussion:** The Board should discuss and approve the application fee to be increased for the 2024 water season. Application fees have not been adjusted since 2003, the fee was \$110 per application. The new rate can be decided by the Board, the current rate is \$115 per application.

**Fiscal Impact:** Decrease the Districts overall Deficit

**Recommendation:** Staff is recommending an increase for the 2024 application fee

**Attachments:** See Attachment-ACID Employee hourly breakdown per application





**Dan Woolery,**  
*President, Division 3*

**James Rickert,**  
*Vice President, Division 5*

**Ronnean Lund,**  
*Director, Division 1*

**Audie Butcher,**  
*Director, Division 2*

**Steve McCarley,**  
*Director, Division 4*

**Justin Dahl**  
*General Manager*

**Date: 12/14/2023 Agenda Item No. 6c**

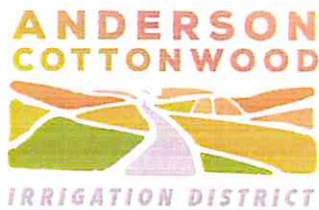
**Agenda Title:** Discuss & Approve 2024 Budget

**Discussion:** Board should Discuss and Approve the 2024 Budget. The Budget Committee has put together the draft budget for 2024 and is seeking Board approval on final draft.

**Fiscal Impact:** N/A

**Recommendation:** Staff recommends the Board approve the 2024 budget

**Attachments:** See attachment



---

**Dan Woolery**  
*President, Division 3*

**James Rickert**  
*Vice President, Division 5*

**Ronnan Lund**  
*Director, Division 1*

**Audie Butcher**  
*Director, Division 2*

**Steve McCarley**  
*Director, Division 4*

**Justin Dahl**  
*General Manager*

---

## Fiscal Year 2024 Budget Summary Letter

### Fiscal Year 2024 Assumptions

District staff must make certain assumptions to properly construct the Budget each year. The Budget also assumes all District positions are filled and benefits cover employee and family medical plan. Currently there is one position available; it is unknown at this time when the position will be filled throughout the year, and at what rate of insurance the new employee will require.

### Staffing (Acct #5010-5119)

The District currently has a newly proposed position for an Assistant Manager. The new position would act as a liaison between the District, outside agencies, and the general public, arranging and attending public meetings, monitoring, grant writing, project development, and assisting in implementing strategic planning as directed by the General Manager and Board. Additionally, the Assistant General Manager will work with office and staff to assist with encroachment, easement and title searches including historic right of way issues. Staff are currently developing a full Job Description for the proposed position. Upon the approval of the FY 2024 Budget, staff would begin the recruitment phase to fill the position. Also, the District is creating a new permanent maintenance position to bring on Amy Stilley. ACID will be fully staffed after these two positions are filled.

### Project Water Costs/USBR (Acct #8007)

ACID has two different classifications of water, Base Supply and Project Water. Each year, once Project Water use is calculated by USBR, they issue fees associated with the cost of service. The District has long term transfer agreements with Bella Vista Water District, Community of Shasta Lake, and City of Redding. These transfers help subsidize the District on the cost of Project water not used by ACID.

### Investment Plan

The District currently has approximately \$12 million dollars invested in treasury bills. The Board directed staff to invest the money with Royal Bank of Canada. As of November 2023, the District has accumulated approximately \$161,643.00 in interest.

### Capital Improvement Plan (Acct #1124)

Anderson-Cottonwood Irrigation District Board of Directors approved the funding for the Main Canal Emergency Lining Project in early November 2023, in the amount of approximately \$3.5 million. The District plans on lining 0.65 miles of the canal through the City of Anderson. The areas impacted by the project are; Bruce Street, Hill Street, and Fair Oaks Drive. In addition to the emergency project, the District plans on spending approximately \$350,000 on the Shady Lane improvement project.

### The Bottom Line

The District will start the year with an estimated cash balance of \$12,191,642. The operating deficit for 2024 is estimated at \$549,750. Capital expenditures are estimated at \$4,096,500. Thus, the ending cash balance is projected to be \$7,545,392.

Anderson Cottonwood Irrigation District	
2024 Working Budget Proposal - 12/14/2023	
<i>2024 Operating Budget Summary</i>	
Estimated beginning Cash Balance 01/01/2024	\$12,191,642
<b>Budget Item</b>	
	<b>2024 Proposed Budget</b>
<b>Income Summary</b>	
Revenues	\$1,706,500
Property Tax & Interest	\$954,500
<i>Total Revenues</i>	<b>\$2,661,000</b>
<b>Expense Summary</b>	
Salaries & Benefits	\$1,462,900
Administration	\$306,350
General Maintenance	\$156,500
Canal Maintenance / Operations	\$1,285,000
Operating Expenses	\$3,210,750
Operating Deficit	<b>(\$549,750)</b>
<b>Capital Improvements</b>	
Total Capital Improvement Expenditures	\$4,096,500
Total Operating and Capital Surplus / Deficit	<b>(\$4,646,250)</b>
Ending Cash Balance 12/31/2024	<b>\$7,545,392</b>

**Anderson Cottonwood Irrigation District**  
**2024 Working Budget Proposal - 12/14/2023**

*Operating Summary*

Account Number	Budget Item	2023 Year To Date	2023 Projected Year End	2023 Approved Budget	2024 Proposed Budget
	<b>Total Expenditures</b>	\$2,488,672	\$2,732,401	\$3,627,350	\$3,210,750
	<b>Total Revenue</b>	\$1,472,309	\$2,016,997	\$2,218,000	\$2,661,000
	<b>Remaining Balance/Difference</b>	(\$1,016,363)	(\$715,404)	(\$1,409,350)	(\$549,750)

**Capital Improvements / Expenses**

Account Number	Budget Item	2023 Year To Date	2023 Projected Year End	2023 Approved Budget	2024 Proposed Budget
<b>Capital Improvements</b>					
1112	Land	\$0	\$0	\$0	\$0
1114	Pumps	\$67,984	\$67,984	\$150,000	\$150,000
1116	Trans & Distribution Plant	\$0	\$0	\$0	\$0
1117	Equipment (Machinery)	\$182,486	\$182,486	\$325,000	\$0
1118	Auto & Trucks	\$169,370	\$169,370	\$175,000	\$0
1119	Buildings	\$0	\$0	\$10,000	\$10,000
1120	Office Furniture & Equipment	\$2,289	\$2,289	\$25,000	\$10,000
1123	Yard Improvement	\$0	\$0	\$0	\$1,500
1124	Canal Lining & Pipe	\$68,058	\$68,058	\$350,000	\$3,875,000
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	\$0	\$0	\$0
1133	Fish Ladders	\$0	\$0	\$0	\$0
1134	SCADA Equipment	\$0	\$0	\$0	\$50,000
1135	Groundwater Program	\$0	\$0	\$0	\$0
1136	Construction in Progress	\$14,214	\$14,214	\$0	\$0
	<b>Total</b>	\$504,401	\$504,401	\$1,035,000	\$4,096,500





**Anderson Cottonwood Irrigation District**  
**2024 Working Budget Proposal - 12/14/2023**

**Revenues**

Account Number	Budget Item	2023 Year To Date	2023 Projected Year End	2023 Approved Budget	2024 Proposed Budget
4111	Water Sales / Prior Year	\$0	\$0	\$0	\$0
4112	Water Sale Business	\$8,143	\$8,143	\$8,500	\$8,500
4114	Water Sales / Irrigation	\$101,586	\$101,586	\$20,000	\$728,000
4115	Water Transfer / CVP	\$848,596	\$892,000	\$1,543,000	\$900,000
4116	Federal Drought Relief Funding	\$0	\$0	\$0	\$0
4117	Wtr. Trans./Ground Wtr. Substitution	\$0	\$0	\$2,000	\$0
4934	Penalty Revenue	\$0	\$0	\$0	\$0
4971	Sale of Equipment	\$0	\$0	\$0	\$0
4980	Misc. Revenue	\$30,568	\$30,568	\$0	\$10,000
4984	Drainage Revenue	\$0	\$0	\$0	\$0.00
4991	Contract/Project Income	\$0	\$0	\$0	\$0.00
4995	FEMA Reimbursement	\$0	\$0	\$0	\$60,000.00
	Sub-Total	\$988,893	\$1,032,297	\$1,573,500	\$1,706,500

**Property Tax & Interest**

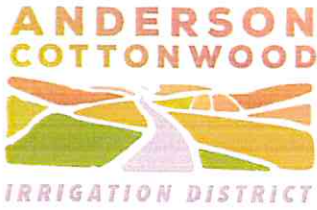
4920	Interest Revenue	\$219,965	\$380,200	\$40,000	\$350,000
4930	Prop. Taxes / Shasta	\$241,998	\$558,000	\$558,000	\$558,000
4931	Prop. Taxes / Tehama	\$21,453	\$46,500	\$46,500	\$46,500
	Sub-Total	\$483,416	\$984,700	\$644,500	\$954,500

	<b>Total Revenues</b>	<b>\$1,472,309</b>	<b>\$2,016,997</b>	<b>\$2,218,000</b>	<b>\$2,661,000</b>
--	-----------------------	--------------------	--------------------	--------------------	--------------------









**Dan Woolery,**  
*President, Division 3*

**James Rickert,**  
*Vice President, Division 5*

**Ronnean Lund,**  
*Director, Division 1*

**Audie Butcher,**  
*Director, Division 2*

**Steve McCarley,**  
*Director, Division 4*

**Justin Dahl**  
*General Manager*

**Date:** 12/14/2023 **Agenda Item No.** 6d

**Agenda Title:** Discuss & Finalize Kevin Peel's NRCS Project/Construction Bid

**Discussion:** The Board should Discuss and Finalize the Peel project. The staff was directed to let Mr. Peel seek out contractors for bids on the project for a possible 50/50 cost share.

**Fiscal Impact:** N/A

**Recommendation:** Board Decision

**Attachments:** See Attachment-Ark Design Construction & Roofing bid

Phone (530) 547-3890  
 Fax (530) 547-4170

To: Anderson Cottonwood Irrigation District  
2810 Silver Street  
Anderson, CA 96007

E-mail:

Phone 530-365-7329	Cell	Date 11/30/2023
Name: Kevin Peel		
Address 21340 Gaines Ln, Anderson, CA		
Job Number 15985	Job Phone 530-227-9972	

**WE PROPOSE TO FURNISH ALL LABOR TO PERFORM THE FOLLOWING WORK:**

**Kevin Peel Surface Irrigation System Improvements**

Items to Be Included And Installed As Listed Below

- \*Complete Irrigation System Improvements Per NRCS Plans
- \*Remove and Reinstall Fencing Where Needed to Install Irrigation System
- \*Set Dan Ferry and Kevin Peel Boxes and Hardware to Specified NRCS Elevations
- \*Trench and Install 360' of 24" Class 80 PVC Conveyance Pipe, From ACID Headwall 24" Stub out to Dan Ferry Box
- \*Trench and Install 240' of 12" Class 63 PVC Conveyance and 120' Class 63 PVC Pipe With 6" Risers and Valves on 30' Centers From Dan Ferry Box
- \*Trench and Install 160' of 18" Class 63 PVC Conveyance Pipe From Dan Ferry Box To Kevin Peel Box Along With 160' of 18" Class 63 PVC Pipe With 8" Risers on 30' Centers From Dan Ferry Box
- \*Trench and Install 160' of 18" Class 63 PVC Pipe With 8" Risers and Valves on 30' Centers From Kevin Peel Box
- \*Install Stub out From Kevin Peel Box to Supply North Neighbor Ditch and Install 8" Minus Rip Rap to Armor Ramp Ditch Grade

**Total Bid Price \$30,790.00**

**Note:** An Estimated 130 tons of Fill Material Needed to Backfill the 24" Conveyance Pipe . If the Entire Amount of Fill Material is not Used, There Will be a Credit of \$33.75 per ton. Up to a Full Credit of **\$4,390.00**  
 Price Per ton Includes Trucking, Material Cost, Equipment Time and Labor to Spread

Ark Design is not responsible for loss of satellite or internet connection, damage or cracks to driveways/walkways  
 Any dry rot, sheeting and sheet metal flashing repairs needed will be completed on a per job basis at a rate to be discussed and agreed upon prior to commencement of the work

Payment to be made as follows: **Commercial - Per Draw Schedule / Residential- In Full Upon Completion**

All material is guaranteed to be as specified. All work to be in professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Our company carries Worker's Compensation Insurance and General Liability Insurance for all of our projects. In any action to enforce the terms of this contract and / or to recover for any breach of this contract, the prevailing party shall be entitled to recover all of their attorneys fees and costs.

Authorized Signature



**GABE CUMMINGS, ESTIMATOR**

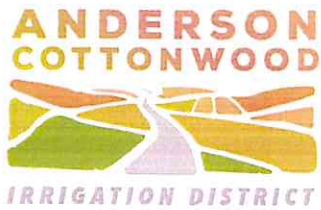
Name / Title

**NOTE: This proposal may be withdrawn if not accepted within 5 days. Also, prices may be increased due to rising insurance & material costs**

ACCEPTANCE OF PROPOSAL- The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**Date of Acceptance:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



**Dan Woolery,**  
*President, Division 3*

**James Rickert,**  
*Vice President, Division 5*

**Ronnean Lund,**  
*Director, Division 1*

**Audie Butcher,**  
*Director, Division 2*

**Steve McCarley,**  
*Director, Division 4*

**Justin Dahl**  
*General Manager*

**Date: 12/14/2023 Agenda Item No. 6e**

**Agenda Title:** Discuss & Accept Bid from Engineers for Shady Lane Project Design

**Discussion:** The Board should Discuss and Accept a bid from engineers to complete a design for the Shady Lane piping Project.

**Fiscal Impact:** N/A

**Recommendation:** The staff recommends that the Board accept one of the bids from the engineers to ensure the Shady Lane project is designed and constructed to engineer specifications.

**Attachments:** See Attachments: Provost & Pritchard, Gregory Engineering Inc., SHN Consulting Engineers and Geologists, Inc.



# PROVOST & PRITCHARD CONSULTING GROUP

3387 Bodero Ln • Chico, CA 95973 • (866) 778-6200  
www.provostandpritchard.com

December 6, 2023

Justin Dahl, General Manager  
Anderson-Cottonwood Irrigation District  
2810 Silver Street  
Anderson, CA

**Subject: Engineering and Land Surveying Services for the Lateral 21 Main Pipeline Project, Anderson, California**

Dear Mr. Dahl,

Thank you for the opportunity to submit this proposal to provide engineering and land surveying services for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

## PROJECT UNDERSTANDING

We understand that a portion of Anderson-Cottonwood Irrigation District's (ACID, District) Lateral 21 Main (Lateral) has historically contributed to the presence of high groundwater in that area of the City of Anderson. The approximately 1,000-ft long portion of the Lateral adjacent to Shady Lane is currently an unlined man-made channel. During the 2023 irrigation season, high groundwater in the Project area resulted in damage to adjacent properties and claims filed against the District. A pipeline is proposed by the District to prevent contribution to groundwater from this portion of Lateral 21 Main.

The specific reach of Lateral 21 Main included in the Project begins at the Shady Lane bridge crossing and continues generally east for approximately 1,000-ft to the concrete inlet box of an existing underground pipeline. Along this reach of the Lateral there are four delivery turnouts and two 48-inch diameter culvert residential driveway crossings. The Project includes the design of the proposed pipeline, pipeline inlet and outlet structures or connections to existing facilities, connections and valving to delivery turnouts, and replacement of, or connections to, existing residential driveway crossings.

## SCOPE OF SERVICES

Our proposed scope of work for this proposal is segregated into several phases, described below.

### PHASE T1: SURVEY

Perform topographic and boundary survey of the identified portion of ACID's Lateral 21 Main adjacent to Shady Lane. The extent of the topographic survey will include the existing upstream water distribution box, the Shady

\\ppeng.com\pzdata\docs\Marketing\Proposals\2023\Anderson-Cottonwood ID - Shady Lane Pipeline 23-731\Working Drafts\2023-1206 Shady Lane Pipeline Design Proposal.docx

Engineering • Structural • Geotechnical • Surveying • Planning • Environmental • GIS • Construction Services • Hydrogeology • Consulting  
Clovis • Visalia • Bakersfield • Modesto • Los Banos • Chico • Sacramento • Sonora • San Luis Obispo • Boise, ID

Lane bridge, the downstream siphon inlet box, delivery turnouts, residential driveway crossings, mature trees, and canal embankment geometry, and will extend outside the canal embankments to existing grade on each side. Survey control points will be set on specific structures, as needed, in anticipation of future construction. The topographic survey will be sufficient to determine contours of land at 1' intervals. The boundary survey will recover existing survey markers in Shady Lane and at private property corners along the canal alignment, where they can be discovered, and resolve the approximate location of record property and right-of-way lines.

Prepare base map drawings in AutoCAD Civil3D containing lines, survey point annotations and surface model(s) depicting the results of the survey.

**Deliverables:**

- Topographic base in AutoCAD file formats containing lines, survey points, annotation and surface model(s) depicting the results of the survey.

## PHASE T2: GEOTECHNICAL

Perform geotechnical subsurface exploration of ACID's Lateral 21 Main adjacent to Shady Lane to determine soil properties of in situ material. A small excavator or backhoe will be utilized to dig two test pits within the channel invert and soils will be logged by depth. A Technical Memorandum will be prepared with findings and recommendations for the construction of an irrigation pipeline.

**Deliverables:**

- Geotechnical Technical Memorandum of Findings and Recommendations.

## PHASE T3: DESIGN

Prepare design of pipeline for approximately 1,000-ft of ACID irrigation lateral adjacent to Shady Lane. With input from District ACID staff regarding specific design criteria (peak flow rate, structure connection types, delivery turnout types, etc.) a hydraulic model will be developed to determine the required pipe size. The design will include project requirements such as pipe type and class, subgrade and backfill requirements, inlet and outlet structure and connection details, delivery turnout details and finish grade elevations. Inlet and outlet structure are assumed to be either "bathtub" type with projecting pipe ends and slope stability improvements or simple headwalls with pipe ends cast in. Project Plans and necessary construction material and performance specifications will be prepared for use during coordination with contractors and for construction.

**Deliverables:**

- Project Plans (11x17 and full size in PDF file format).

## ASSUMPTIONS & ADDITIONAL SERVICES

- Services for environmental documentation (California Environmental Quality Act) and environmental permitting (Stormwater Pollution Prevention Plan) have not been requested at this time; thus, are excluded from this proposal. However, these services can be provided at additional cost, upon request.
- Technical specifications will be provided on the plans. Front end/contract specifications are not included.
- Bidding assistance services and engineering assistance during construction have not been requested at this time. However, these services can be provided at additional cost, upon request.

- It is assumed that the Shady Lane Bridge is owned by City of Anderson and will not be replaced or altered as a result of the Project. Coordination and permitting with the City of Anderson for the removal or modification of the bridge is not included. However, this service can be provided at additional cost, upon request.
- All landowner coordination regarding the Project and specifically for improvements to the two private driveway crossings of the ACID irrigation lateral will be performed by the District.
- The proposed project will not change the footprint of the District’s facilities or require the preparation of legal descriptions or maps for the acquisition of land or easements.
- Construction staking is not included in the Scope of Services but can be provided at additional cost, upon request.
- Items to be provided by the Client: peak irrigation lateral flow rate, record maps of project area, and recorded easements or agreements with underlying landowners, if available.
- Provost & Pritchard CAD standards and title block will be used for the design of this project.
- Provost & Pritchard’s current CAD version will be used.

## PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate of \$34,000 without additional authorization.

PROPOSED FEE – LATERAL 21 MAIN PIPELINE PROJECT	
PHASE	ESTIMATED FEE
Phase T1 - Survey	\$6,500
Phase T2 - Geotechnical	\$6,500
Phase T3 - Design	\$21,000
<b>Total Estimated Fee:</b>	<b>\$34,000</b>

The line items shown above are estimates and are not intended to limit billings for any given Task. Required task effort may vary up or down from the line item estimates shown, however total billings will not exceed the Total shown without additional authorization. If the scope changes materially from that described above, as a result of any agency’s decision or because of design changes requested by the Owner, we will prepare a revised estimate of our fees for your approval before we proceed.

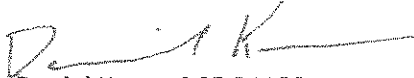
## SCHEDULE


We understand that the District plans to construct the Shady Lane Pipeline Project prior to April 15, 2024. As such, time is of the essence. Once we receive an executed copy of this Proposal and are authorized to proceed, we can perform the land survey and geotechnical field investigation within a week or two. An additional two to three weeks is estimated to complete the pipeline design and prepare Project Plans for contractor coordination and construction. Agency review time is beyond our control.

## TERMS AND CONDITIONS

This Project is authorized in accordance with the Consultant Services Agreement dated June 5, 2023 between Anderson-Cottonwood Irrigation District and Provost & Pritchard Engineering Group, Inc. (dba Provost & Pritchard Consulting Group). The signed proposal will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely Yours,  
Provost & Pritchard Consulting Group

  
Daniel Kerns, RCE 84100  
Senior Engineer

  
Alex Collins, RCE 78242  
Director of Operations

## TERMS AND CONDITIONS ACCEPTED

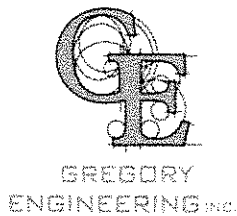
By Anderson-Cottonwood Irrigation District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



November 16, 2023

Ben Duncan  
Operations Manager  
Anderson-Cottonwood Irrigation District

Subject: Shady Lane Ditch Upgrade Project – Cost Proposal

Dear Mr. Duncan:

Thank you for the opportunity to provide professional services for this important infrastructure upgrade project.

#### PROJECT UNDERSTANDING

It is our understanding that the Anderson Cottonwood Irrigation District (District) requests civil design services for the replacement of approximately 1,000 lineal feet of open ditch with a properly-sized closed conduit and new takeouts. It appears that the District's preference, at this time, is a low-head double-wall HDPE pipe, and replacement of existing takeout infrastructure in-kind. We understand that scheduling and the effective use of time and budget are important factors in this project, and our methodology presented below should reflect this.

#### COMPANY PROFILE

Gregory Engineering, Inc. (GEI) is a licensed engineering company, a licensed and bonded construction company, and a certified aerial inspections surveying and mapping company. Our personnel are experienced in the civil design, permitting, and construction of roads, stream crossings, utilities, water storage and treatment, stream restoration, water system hydraulic modeling and distribution systems, and various wastewater lift stations. GEI also works extensively with surface water rights and permitting. Although GEI's engineering services would be the primary focus for this project, a background in construction and construction management, mapping, surveying, and inspections is vital in producing a sound design. GEI also specializes in green infrastructure design techniques and is focused on environmental stewardship from conceptual design through project implementation. In addition, GEI is proficient at securing permits with multiple public agencies.

#### PROPOSED APPROACH

The following tasks were developed to address District requirements:

Task 1: Record search of adjoining properties to verify ACID's easement or adjacent properties exclusion of the area occupied by ACID.

Task 2: Field survey (topographic) to document location of existing canal including a profile of the canal for use in design. Locations of property corner monuments if possible.

Task 3: Hydraulic analysis of existing closed conduit to verify that piping the section requested by District will not cause hydraulic concerns in the existing system and determine proper size of new pipe.

Task 4: Develop a set of improvement plans and (in-drawing) specifications for the piping of the existing open ditch canal from the junction structure on the west side of Shady Lane approximately 2000 feet south of the Balls Fairy/ Shady Lane intersection to the exiting piped section approximately 930 feet

downstream. The design will include 3 turnout structures for local irrigation, and the crossing of two driveway accesses to adjacent landowner residence.

Task 5: Calculate the volume of material required to backfill the pipe for use by the contractor to secure fill material as required to back fill the pipe per design.

Task 6: Development of an erosion control plan for the disturbed area.

This approach excludes the following tasks:

- Project manual (document including details related to bidding, contracts, insurance, inspections, materials specifications, construction techniques, etc.)
- Services during construction (observation, inspection, consulting, etc.)
- SWPPP, Erosivity Waiver, or stormwater inspection services
- Cost estimating
- Jurisdictional stream crossing design or improvements
- Adherence to design review and planning commission conditions
- Applications for any permits or fees
- Geological and Phase 1 investigations
- Structural, architectural, electrical, landscape, plumbing, energy, or communications design
- Any other studies or design tasks not specifically identified in the scope above

#### COST ESTIMATE & TIMELINE

GEI is available to perform the above scope of work for a total cost of \$18,300. GEI would propose completing the work within 30 days of a dually signed contract and notice to proceed. However, progress will be dependent on the effectiveness of communication between the District and GEI staff while performing work and District design reviews. If a more constrained schedule is needed, please don't hesitate to communicate with GEI to develop an alternative. In addition, we are committed to maintaining a high level of professionalism and confidentiality with respect to private and contractual details associated with this important project.

#### PROJECT TEAM

##### **GREGORY ENGINEERING, INC.**

**Jess R. Gregory, President, P.E.** – Jess obtained his Bachelor of Science in Civil Engineering from California State University, Chico and has worked for four notable companies prior to founding Gregory Engineering, Inc., all of which provided him with the skills and experience needed to successfully implement important civil engineering projects. Jess has gained project management, engineering, and construction experience through a wide range of projects over the past 16 years. Jess has previously worked for one engineering company in land development and another engineering company performing feasibility studies for pipelines spanning the Country of Jordan, stream restoration, grading, fish passage, irrigation, open- and closed-conduit water conveyance, water system modeling, and road design. He has also worked for three contractors throughout the years where he gained experience in design-build projects related to sewer treatment ponds, sewer lift stations, water storage and distribution systems, fire suppression, concrete flatwork, road construction, and mechanical equipment installation.

**Johnny Rowe, Associate** – Johnny obtained his Bachelor of Science in Animal Science, with an emphasis in rangeland ecology and livestock production, from California State University, Chico in 2018. From 2015 to 2019 Johnny worked for Wildland Resource Managers as a wildlife biology technician where he worked on, among others, range management studies, plant and animal surveys, wetland delineations and analyses, environmental impact reports, oak tree studies, soil analyses, biological reviews, topographical

and vicinity mapping, and livestock carrying capacity analyses. He routinely operated Trimble GNSS receivers and wrote methodology handbooks for GPS equipment. Johnny spent three years with state law enforcement as an officer, where he trained officers in the field, drafted approximately 500 technical reports and drawings, and routinely accepted leadership roles both in the office and the public. At GEI, Johnny has been performing topographic surveying, technical writing, field studies, water rights consulting, client service management, environmental and encroachment permitting, and aerial mapping/inspections.

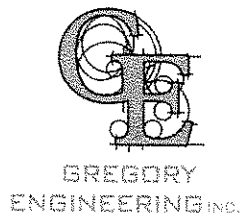
#### REFERENCES

##### **Gregory Engineering, Inc.**

1. Nathan Sellers, PE, PLS, Shasta Land Surveying, inc. 530-515-4948, [shastalandsurveying@gmail.com](mailto:shastalandsurveying@gmail.com)
2. Bajada Geosciences, Jim Bianchin, CEG. 530-638-5263, [jim.bianchin@bajadageo.com](mailto:jim.bianchin@bajadageo.com)
3. Mount Shasta Engineering, Nick Riddle, 530-925-0598, [nriddle@mtshastaengineering.com](mailto:nriddle@mtshastaengineering.com)

Jess Gregory, P.E. #78334  
President  
Gregory Engineering, Inc.

**Attachments:** GEI Rate Schedule



**Attachment C  
2023 Rate Schedule**

Principal engineer (consultation, oversight).....	\$170.00/hr
Senior engineer (design, surveying, consultation, inspections).....	\$150.00/hr
Project engineer (design, surveying, consultation, inspections).....	\$130.00/hr
Associate designer (planning, surveying, inspections).....	\$100.00/hr
Subcontractors, subconsultants, materials, rentals, testing, printing.....	Cost + 15%
Travel vehicles.....	Federal rate + 10%
Travel subsistence and per diem.....	Cost + 15%
Expert witness services (principal-level; depositions & court).....	\$340.00/hr
RGB and thermal UAVs.....	\$250/day
Survey-grade GPS.....	\$250/day
ATV or side-by-side.....	\$250/day

**Notes**

- Field labor rates are subject to change on prevailing wage projects in California
- GEI anticipates an annual hourly rate increase of between 3% and 9% effective January 1 of each year without prior notice
- All rates averaged to nearest hour
- All equipment rates in addition to technician
- Min one day for equipment use (startup/operation only)
- All labor rates are regular hourly rates and include payroll costs & insurances, overhead, and profit
- Overtime labor rates to be multiplied by 1.3
- All travel time charged at regular hourly rates
- Normal GEI-supplied software included in hourly rates (CAD, point processing, hydrology, Office)





Reference: 523000.023

November 14, 2023

Anderson-Cottonwood Irrigation District  
2810 Silver Street  
Anderson, CA 96007

**Subject: Proposal to Provide Civil and Design Engineering Services**

Dear Ben:

SHN Consulting Engineers and Geologists, Inc. (SHN) is pleased to provide Anderson-Cottonwood Irrigation District (ACID) with the attached scope of services to provide Civil and Design Engineering Services to prepare civil plans for the undergrounding piping of the open ditch canal along Shady Lane in Anderson.

We appreciate the opportunity to work with you on this project and are available to begin immediately upon your authorization to proceed. Please do not hesitate to contact me directly at (530) 221-5424 or Steve Nelson at [snelson@shn-engr.com](mailto:snelson@shn-engr.com) or 530-945-6076.

Respectfully,

**SHN Consulting Engineers and Geologists, Inc.**

A handwritten signature in black ink, appearing to read 'Bruce Grove', is written above a horizontal line.

Bruce Grove  
Regional Principal

A handwritten signature in black ink, appearing to read 'Steve Nelson', is written above a horizontal line.

Steve Nelson, P.E.  
Senior Engineer

SN:bg

Enclosures: Exhibit 'A' - Service Agreement

## EXHIBIT 'A' Service Agreement

This Agreement is made this 14<sup>th</sup> day of November 2023, between Anderson-Cottonwood Irrigation District (ACID) located at 2810 Silver Street, Anderson, California 96007, subsequently referred to as "CLIENT," and SHN Consulting Engineers & Geologists, Inc., 812 W. Wabash Avenue, Eureka, California, a California Corporation, subsequently referred to as "SHN." SHN's professional work is conducted by or under the direction of licensed engineers. The work under this contract will be under the direction of Steve Nelson Lic.# CE 35182, located at SHN Consulting Engineers & Geologists, Inc., 350 Hartnell Avenue, Suite B, Redding, California 96002-1875. SHN may assign another appropriately licensed person to direct such work by providing reasonable notice of such to CLIENT.

### 1. Project

- A. By joining in this Agreement, CLIENT retains SHN to provide Civil Design Engineering Services for development of the design for piping of approximately 930 feet of the existing open channel.
- B.  CLIENT is aware that no work will begin until both CLIENT and SHN sign this Agreement and the retainer is received.

CLIENT is aware that work on Project has begun in good faith, and that remaining work will follow execution of this Agreement by both CLIENT and SHN. CLIENT's request to begin work prior to execution of this Agreement constitutes CLIENT's acceptance of this Agreement and all of its provisions with respect to work performed both prior to and after execution of this Agreement unless such work was performed pursuant to separate written agreement or as otherwise expressly set forth to the contrary herein.

### 2. Scope of Services

- A. By this Agreement, the scope of SHN's services is limited to:

Task 1: Record search of adjoining properties to verify ACID's easement or adjacent properties exclusion of the area occupied by ACID.

Task 2: Field survey to document location of existing canal including a profile of the canal for use in design. Locations of property corner monuments if possible.

Task 3: Hydraulic analysis of existing closed conduit to verify that piping the section requested by district will not cause hydraulic concerns in the existing system.

Task 4: Develop a set of improvement plans and specification for the piping of the existing open ditch canal from the junction structure on the west side of Shady Lane approximately 2000 feet south of the Balls Fairy/ Shady Lane intersection, to the exiting piped section approximately 930 feet downstream. The design will include 3 turnout structures for local irrigation, and the crossing of two driveway accesses to adjacent landowner residence.



Task 5: Calculate the volume of material required to backfill the pipe for use by the contractor to secure fill material as required to back fill the pipe per design.

Task 6: Development of an erosions control plan for the construction disturbed area.

Exclusions:

Tasks that are not specifically included are excluded.

All fees and costs for permits from all federal, State, and local agencies if needed.

Geotechnical Assessment, and Environmental Assessment.

Preparation of a SWPPP as required by state law. This can be provided for \$4,200

All these services can be provided at additional cost based on Time and Material cost.

- B. Except as expressly provided for in Sections 3(C) and 5(B) hereof, there will be no addition or deletion to the scope of services, schedule for performance, or the fees charged for such services without the written consent of both parties. Such written consent addressing the scope of services, schedule for performance, and fees charged for such services shall be required prior to any additional work being provided except as otherwise provided for in Sections 3(C) and 5(B) hereof.

### **3. Work Schedule**

- A. SHN will perform the services described in the scope of services, in conformance with the following schedule: Completion of the design will be complete within 3 weeks after a signed Service Agreement is received from the client.
- B. Reasonable schedule extensions will be allowed for any delay that is beyond the control of SHN. Matters beyond the control of SHN that may give rise to schedule extensions include, but are not unanticipated Project conditions, delays in obtaining necessary third-party approvals regarding the Project, illness or death of key Project personnel, and delays caused by third parties working on the Project. In the event of delay allowed for herein, the parties agree to work together in good faith to make appropriate modifications to the schedule described in Section 3(A) above. SHN shall not be liable for damages arising out of any such delay and shall not be deemed to be in breach of this agreement as a result thereof.
- C. In the event there is a change to the scope of services that is agreed to in writing by the parties, but the parties fail to agree upon a change to the above-described schedule for performance of the services, a reasonable extension to the schedule will be allowed to accommodate the change to the scope of services.

### **4. General Conditions**

The following general conditions are incorporated into and made part of this Agreement:

- A. SHN is an independent contractor and will maintain complete control of and responsibility for its employees, subconsultants, subcontractors, and agents.



- B. CLIENT will provide SHN with all available information concerning this Project, including electronic copies, as necessary. SHN shall be entitled to rely, without liability, on the accuracy and completeness of any and all information and services provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- C. In order to complete the work, CLIENT will provide the right of entry for SHN and subcontractor personnel.
- D. While SHN will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless otherwise noted. In the execution of work, SHN will take all reasonable precautions to avoid damage to surface and subsurface structures and/or utilities. CLIENT agrees to hold SHN harmless for any damages to subsurface structures and/or utilities that are not called to SHN's attention and are not currently shown on the plans furnished or otherwise identified by CLIENT.

In the course of performing the Scope of Services as outlined in this Agreement, previously unknown or unidentified hazardous materials or substances may be encountered. In such event, SHN will not be considered the Owner, in control of, or responsible for said materials. SHN's sole responsibility will be to notify CLIENT of said hazardous materials and possible courses of action for CLIENT to pursue. All work on the Scope of Services outlined in this Agreement will cease until hazardous conditions have been resolved. Any additional work with regard to the hazardous material mitigation measures will be subject to negotiation of a new Agreement. CLIENT agrees to indemnify, defend, and hold SHN, its agents, employees, officers, directors, and independent contractors harmless from any liability relating to or arising from the breach of CLIENT's duties hereunder.

In addition, if cross-contamination of aquifers or other hydrous bodies were to occur in connection with the Scope of Services provided hereunder, CLIENT waives any and all claims against SHN and agrees to defend, indemnify, and hold SHN harmless from any claim or liability for injury or loss that may arise as a result of alleged cross-contamination. CLIENT further agrees to compensate SHN for any time spent or expenses incurred by SHN in defense of any such claim, in accordance with SHN's prevailing fee schedule and expense reimbursement policy.

- E. SHN will take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by SHN, SHN will have no responsibility for any Project safety program or the safety of any entity or person other than SHN and its employees.
- F. Services performed by SHN under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in the same locality, under similar conditions. SHN will comply with applicable laws, rules, and regulations.



- G. No representation, express or implied, of warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
- H. CLIENT recognizes that subsurface conditions at various locations on the Project property may vary from those encountered at the location where borings, surveys, or explorations are made by SHN.
- I. The data, interpretations, and recommendations of SHN are based solely on the information available to SHN. SHN will be responsible for its data, interpretations, and recommendations, but will not be responsible for interpretations of the developed information made by others.
- J. Unless express provisions to the contrary are provided herein, SHN shall retain ownership and all copyrights to any plans, specifications, reports, and any other documents it creates for CLIENT, its agents, or assigns. Upon payment to SHN as set forth herein, CLIENT is merely granted a license to use such documents for the Project described herein.
- K. In such a case where CLIENT requests that SHN provide machine-readable information and data regarding PROJECT to CLIENT or CLIENT's authorized agent, SHN shall not be liable for claims, liabilities, or losses arising out of or in connection with:
  - (i) the modifications or misuse by CLIENT or third parties of such electronic data;
  - (ii) decline of accuracy of readability of electronic data due to inappropriate storage conditions or duration; or
  - (i) any use by CLIENT or third parties of such electronic data, for additions to this project, for the completion of this project by others, for generation of record drawings, or for any other project by SHN.
- L. Drawings shall not be interpreted as being true scale documents of the proposed work. CLIENT, by acceptance of such electronic data, agrees to indemnify SHN for damages and liability resulting from the modification, use, or misuse of such electronic data, as described above.
- M. Neither CLIENT nor SHN may delegate, assign, or transfer their duties or interest in this Agreement without the written consent of the other party except as expressly allowed for herein. SHN may use third parties it engages to perform the services provided hereunder, and SHN may assign the right to collect any amounts due for work performed pursuant to this Agreement to third parties, without the consent of CLIENT having first been obtained.
- N. CLIENT shall review and approve SHN-prepared project documents conforming to the Scope of Services at each phase of the Project.
- O. Any opinion of the capital, construction, or operating costs of the facilities or operations related to the Scope of Services and prepared by SHN, represents SHN's judgment as a professional and is supplied for the general guidance of CLIENT. Because SHN has no control over the cost of labor, material, or equipment, or over the competitive bidding or



market conditions, SHN does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to CLIENT.

- P. If SHN assists CLIENT in the process of selecting other consultants, contractors, or services, CLIENT shall perform its own due diligence in making a final decision. SHN makes no warranty or guarantee on the performance of the selected consultant, contractor, or service.
- Q. If CLIENT proposes and goes forward with an objectionable project decision or feature, construction activity, or operational procedure, SHN shall notify CLIENT of its objection and the reasons for the objection. If CLIENT moves forward with the objectionable action, SHN shall be held harmless from liability and negative results related to the action.
- R. SHN and CLIENT agree that any dispute arising under this Agreement and the performance thereof with an amount in controversy exceeding \$10,000.00 shall be subject to non-binding mediation as a prerequisite to further legal proceedings. The cost of such mediation shall be borne equally by the parties. Any party making a demand for mediation shall do so in writing to the other party, and such demand shall suggest not less than five (5) licensed attorneys with offices located within Humboldt County, California, as disinterested mediators to assist with resolution of the dispute. The parties shall cooperate to arrange mediation with a mediator from such list selected by the non-demanding party to be conducted not less than 60 days after the demand having been made. Failure by a party to cooperate with the foregoing shall enable the other party to proceed to further legal proceedings without completing mediation and the party so failing shall be liable for any damages caused by such. Any pertinent statute of limitations shall be tolled pending the conduct of the above-described mediation process. This Agreement shall be governed by the laws of the State of California, and any litigation or other legal proceedings shall be conducted in the Superior Court of California. The parties agree that this Agreement was negotiated and executed in Humboldt County, California, and as such, agree that the proper venue for adjudication of any disputes arising hereunder shall be the Superior Court of California located in Humboldt County, California. SHN and CLIENT waive any right to a trial by jury.
- S. To the fullest extent permitted by law, the total liability, in the aggregate, of SHN and its agents and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance, for any claims, losses, costs, or damages whatsoever arising out of, resulting from, or relating to the Project shall not exceed the total compensation received by SHN. CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by SHN.
- T. To the extent damages are covered by insurance of CLIENT, CLIENT waives all rights against the contractors, consultants, agents, and employees of SHN for damages, except such rights as CLIENT may have to the proceeds of such insurance. CLIENT shall require its contractors, subcontractors, consultants, subconsultants, agents, and such parties' employees to execute similar waivers in a form and substance that is acceptable to SHN, in its reasonable discretion. SHN may further require any insurer capable of providing



coverage described herein to expressly waive subrogation of claims against SHN, but failure of any such insurer to expressly waive subrogation shall in no way create a right of subrogation inconsistent with the terms hereof.

- U. SHN and CLIENT waive all consequential damages and any similar damages in tort, including, but not limited to damages for loss of use, profits, revenue, business opportunity, or production for claims, disputes, or other matters arising out of or relating to this Agreement, regardless of whether such claim or dispute is based upon breach of contract or the negligent act, or omission of SHN or its employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.
- V. Unless noted otherwise in Section 5 of this Agreement, CLIENT warrants and represents all work to be performed by SHN pursuant to this Agreement is not subject to State or Federal prevailing wages. If it is subsequently determined that work performed is subject to prevailing wages, CLIENT shall compensate SHN 1.3 times the difference between actual wage paid and prevailing rate required, plus any penalties. CLIENT shall also indemnify, defend, and hold SHN harmless for any other liabilities arising from or related to the breach of CLIENT's representation and warranty regarding prevailing wages.
- W. This Agreement shall be terminated as follows:
  - (i) Upon completion of the Scope of Services and receipt of all compensation due to SHN; or
  - (ii) Upon receipt by either party from the other of ten (10) days' written notice of termination. In such event, SHN shall be compensated for all service performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

**5. Fee**

- A.  SHN has estimated the cost of the above scope of work to be **\$18,160.**
  - SHN will be compensated for tasks as described above on time and materials according to the following rates:
    - Fees include Prevailing Wage Rates.
    - Fees DO NOT include Prevailing Wage Rates.
- B. If Project requirements indicate that the scope of services covered by this Agreement should be revised, an additional Service Agreement or a written addendum to this Agreement will be entered into to cover the revised scope and fee. In the event a change to the scope of services is agreed to in writing as provided for herein, but the parties fail to agree in writing to a revised method or figure for fees concerning the changed scope of services, the fees for the changed scope of services shall be determined on the basis of time and expense in accordance with SHN's current schedule of fees.



- C. SHN will submit monthly progress invoices to CLIENT and the final bill upon completion of the services. CLIENT shall notify SHN within two (2) weeks of receipt of invoice of any dispute with the invoice. CLIENT and SHN will act in good faith to resolve any disputed items promptly. Payment on invoice amounts is due upon receipt of invoice by CLIENT and is past due fifteen (15) days from the date of the invoice. Thereafter, SHN will charge, and CLIENT agrees to pay, a finance charge of 1.5% per month on the outstanding balance. At SHN's discretion, this Agreement may be terminated without penalty or liability to SHN for CLIENT failure to make timely payment for outstanding invoices. The retainer will be held until Project completion and will be applied to the final invoice.

In Witness Whereof, the parties have executed this Agreement the day and year first set forth.

**SHN Consulting Engineers & Geologists, Inc.**

Address: 350 Hartnell Avenue Ste. B  
Redding, CA 96002

CLIENT: **ACID**

Address: 2810 Silver Street  
Anderson, CA 96007

By: Bruce Grove

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

Title: Regional Principal

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

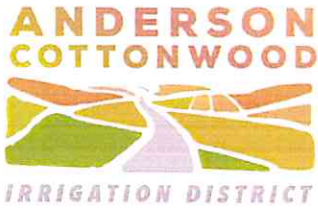
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_







**Dan Woolery,**  
*President, Division 3*

**James Rickert,**  
*Vice President, Division 5*

**Ronnean Lund,**  
*Director, Division 1*

**Audie Butcher,**  
*Director, Division 2*

**Steve McCarley,**  
*Director, Division 4*

**Justin Dahl**  
*General Manager*

**Date:   12/14/2023   Agenda Item No.   6f**

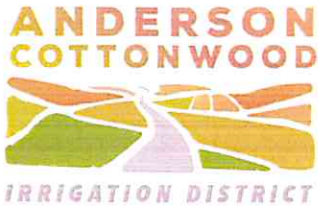
**Agenda Title:** Appointment of Anderson-Cottonwood Irrigation Board of Director's Officers

**Discussion:** The ACID Board has made appointments of the Board President (Chair) and Vice President (Vice Chair) at the regular scheduled Board meeting in December. The Board should select who will fill these positions for the 2024 year.

**Fiscal Impact:** None

**Recommendation:** N/A

**Attachments:** N/A



---

**Dan Woolery**  
*President, Division 3*

**James Rickert**  
*Vice President, Division 5*

**Ronnean Lund**  
*Director, Division 1*

**Audie Butcher**  
*Director, Division 2*

**Steve McCarley**  
*Director, Division 4*

**Justin Dahl**  
*General Manager*

---

## General Manager Report

### Administrative

- FY 2023 Budget Development
- ACID weekly Construction Coordination Call for Emergency Canal Lining
- Appointment/ Meeting with Maire & Deedon Law Firm
- ACID Water Reporting Walk Through with MBK
- SRSC Monthly Meeting
- ACID Initial Grant Meeting with Rubicon

### Operations

- Canal shutdown for winter maintenance
- Winterized Main Canal for winter conditions
- Crew is busy working on multiple projects
  - Gains Ln. project
  - Building and assembling new screens for Main Canal/Laterals
  - Cleaned a portion of the Main Canal with a Long Reach Excavator
  - Vegetation Management on multiple Laterals
  - Ludwig siphon/New screen and seasonal waterman gate installed
  - Multiple delivery gate repaired/new gates installed
  - McCarty project/updated delivery system

Management wants to thank the crew for all the hard work being accomplished this off season.