

**MADERA IRRIGATION DISTRICT
BOARD OF DIRECTORS MEETING
GROUNDWATER SUSTAINABILITY AGENCY
REGULAR MEETING**

AGENDA

In accordance with the declared State of Emergency due to the COVID-19 pandemic and MID Resolution No. 2021-19, there will not be a physical location available for the public to participate in the meeting. Members of the public can participate in the following ways:

1. Zoom Meeting

<https://us02web.zoom.us/j/84450874488?pwd=azVhSzRtTEYvSURzUUpFK1lud3ZUZz09>

Meeting ID: 844 5087 4488

Passcode: 253691

2. Conference Call-In: +1 669 900 9128 or +1 346 248 7799

Meeting ID: 844 5087 4488

Passcode: 253691

3. Email: You may submit comments on a specific agenda item via email to asandoval@madera-id.org. We request emails be sent at least two hours prior to the start of the meeting.

If Members of the public have any problems accessing the meeting, please contact the District office at 559-673-3514. For a copy of the Board Packet, please contact Board Secretary Andrea Sandoval at asandoval@madera-id.org.

MISSION STATEMENT

To obtain and manage affordable surface water and groundwater supplies in a manner which will ensure the long-term viability of irrigated agriculture in the District.

Meeting Date:
Tuesday, October 19, 2021
1:00 p.m.

Madera Irrigation District
12152 Road 28 1/4
Madera, California 93637

In compliance with the California Government Code, members of the public may inspect the agenda and any associated writings, including documents delivered after the 72-hour advance posting of the agenda during regular business hours at the Madera Irrigation District Office, located at 12152 Road 28 1/4, Madera, California 93637.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at 559-673-3514, ext. 215. Notification in advance of the meeting will enable MID to make reasonable arrangements to ensure accessibility to this meeting.

1:00 p.m. CALL TO ORDER / ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT: Closed Session

The first fifteen minutes of this portion of the meeting are reserved for members of the public to address the Board of Directors on Closed Session items listed on the Agenda. Speakers seeking to comment on other items are requested to make those comments during the Public Comment portion of the meeting at 2:00 p.m. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. The Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Board does not respond to public comment at this time.

POTENTIAL CONFLICTS OF INTEREST: Closed Session

Any Board Member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter. (*Govt. Code, § 87105.*)

1. CLOSED SESSION Closed Session items not concluded prior to Regular Session may be continued at the end of the Regular Session.

- 1a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9 (3 potential cases)
- 1b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (3 potential cases)
- 1c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Section 54956.9; Petition for the Adjudication of Rights to the Fresno River, before the State Water Resources Control Board
- 1d. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Madera Irrigation District v. Smith-Adobe Ranch Family Limited Partnership, Case No. MCV081757
- 1e. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Jose Hernandez v. Madera Irrigation District, et. al., Case No. MCV084802
- 1f. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Oak River Insurance Company, et. al. v. Madera Irrigation District, et. al., Case No. MCV085611

- 1g. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; *Nau Mora Juarez, Gloria Vasaldua Cortez v. Madera Irrigation District, et. al.*, Case No. MCV0084999

2:00 p.m. CALL TO ORDER REGULAR SESSION/ PLEDGE OF ALLEGIANCE

SPECIAL BUSINESS

Discussion / possible action on Resolution No. 2021-20 Honoring the Memory of Director Rick Cosyns

REPORT ON CLOSED SESSION

POTENTIAL CONFLICTS OF INTEREST

Any Board Member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter. (*Govt. Code, § 87105.*)

PUBLIC COMMENT: MID Groundwater Sustainability Agency & Regular Session

The first fifteen minutes of the meeting are reserved for members of the public to address the MID Board on items which are within the subject matter jurisdiction of the Board. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the President of the Board has the option of asking the speaker to hold the comment until that item is called. The Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Board does not respond to public comment at this time.

ADJOURN AS MID BOARD OF DIRECTORS & CONVENE AS MID GROUNDWATER SUSTAINABILITY AGENCY

- a. Update on MID Groundwater Sustainability Agency (GSA)

ADJOURN AS MID GROUNDWATER SUSTAINABILITY AGENCY & RECONVENE AS MID BOARD OF DIRECTORS

2. CONSENT AGENDA

- 2a. Approval of September 21, 2021 Board Meeting Minutes
- 2b. Approval of October 5, 2021 Special Board Meeting Minutes
- 2c. Discussion / possible action on approval of warrant list payments through October 19, 2021
- 2d. Discussion / possible action on monthly financial reports for September 2021
- 2e. Discussion / possible action on Proclaiming a Local Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency By the Governor's Proclamation of a State of Emergency Dated March 4, 2020, and Re-Authorizing Remote Teleconference Meetings of the Legislative Bodies of Madera Irrigation District for the Period of 30 Days Pursuant to Brown Act Provisions, Resolution No. 2021-21

3. INFORMATIONAL ITEMS

- 3a. Finance / Human Resources Reports
- 3b. Engineering / Operations / Maintenance Report

4. GENERAL MANAGER'S REPORT

- 4a. Update of Activities
 - Cancellation of November Board Meeting
 - Pomegranate Festival, November 6, 2021

5. OLD BUSINESS

- 5a. Discussion / possible action on naming of project formerly known as Madera Ranch

6. NEW BUSINESS

- 6a. Discussion / possible action on Madera Lake Lease Agreement with Houret Cattle Co., Inc. and Diamond Ring Livestock, Resolution No. 2021-22
- 6b. Discussion / possible action on Riparian Water Year
- 6c. Discussion / possible action on Authorization for General Manager to Accept U.S. Bureau of Reclamation Licenses for Access to Install, Operate, and Maintain Temporary and Permanent Facilities on behalf of Madera Irrigation District, Resolution No. 2021-23
- 6d. Discussion / possible action on 2022 United States Bureau of Reclamation WaterSMART Grant, Resolution No. 2021-24

7. SPECIAL BUSINESS

- 7a. Discussion / possible action on Appointment of New Director, Resolution No. 2021-25 and Oath of Office

8. DIRECTOR REPORTS, COMMITTEE REPORTS, FUTURE AGENDA ITEMS

- Director Davis
- Director Janzen
- Director Loquaci
- Director Erickson

9. ADJOURNMENT

SPECIAL BUSINESS



Resolution No. 2021-20
Resolution to Honor the Memory of

Richard "Rick" Cosyns

WHEREAS, Rick Cosyns was a member of the Madera Irrigation District Board of Direction from his election to office in 2007 until his untimely passing in 2021; and

WHEREAS, the Directors of Madera Irrigation District were greatly saddened to learn of the passing of Rick Cosyns, an exemplary public servant and person; and

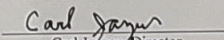
WHEREAS, it is recognized that during his tenure in office Rick was a dedicated Director, giving of his time and energy to benefit the Madera Irrigation District growers, employees, and citizens of Madera; and

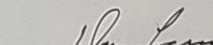
WHEREAS, Rick Cosyns' outgoing personality, kindness, and spirit of true dedication to public service made him a beloved and respected figure throughout Madera; and

NOW, THEREFORE, BE IT RESOLVED the Board of Directors of Madera Irrigation District honors the memory of Rick Cosyns for his excellence and does hereby extend its appreciation for his many years of continued dedicated service.

RESOLVED and adopted this 19th day of October, 2021.


James Erickson, President


Carl Janzen, Director


David Loquett, Director


Brian Davis, Director

**OCTOBER 19, 2021
RESOLUTION NO. 2021-20**

**RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
RESOLUTION TO HONOR THE MEMORY OF
RICHARD “RICK” COSYNS**

RESOLVED by the Board of Directors (“Directors”) of the Madera Irrigation District (“District”), at a regular meeting duly called and held on October 19, 2021 the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, Rick Cosyns was a member of the Madera Irrigation District Board of Direction from his election to office in 2007 until his untimely passing in 2021; and

WHEREAS, the Directors of Madera Irrigation District were greatly saddened to learn of the passing of Rick Cosyns, an exemplary public servant and person; and

WHEREAS, it is recognized that during his tenure in office Rick was a dedicated Director, giving of his time and energy to benefit the Madera Irrigation District growers, employees, and citizens of Madera; and

WHEREAS, Rick Cosyns’ outgoing personality, kindness, and spirit of true dedication to public service made him a beloved and respected figure throughout Madera; and

NOW, THEREFORE, BE IT RESOLVED the Board of Directors of Madera Irrigation District honors the memory of Rick Cosyns for his excellence and does hereby extend its appreciation for his many years of continued dedicated service.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Madera Irrigation District Board of Directors, at a regular meeting of the Board held on the 19th day of October, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Erickson, President

ATTEST: _____
Carl Janzen, Director

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-20 adopted October 19, 2021.

Andrea Kwock Sandoval, Secretary

AGENDA ITEM 2a.



**MADERA IRRIGATION DISTRICT
BOARD OF DIRECTORS MEETING
GROUNDWATER SUSTAINABILITY AGENCY
REGULAR MEETING
SEPTEMBER 21, 2021**

MINUTES

Directors Present: James Erickson, President
Brian Davis
Carl Janzen
David Loquaci

Directors Absent: None

Staff Present: T. Greci, General Manager (GM Greci)
D. Cadenazzi Nolan, Assistant General Manager (AGM Nolan)
A. Kwock Sandoval, Secretary to the Board
J. Furstenburg, Controller
C. Contreras, Operations & Maintenance Manager (OMM Contreras)
T. Welch, HR Administrator / Risk Manager (HR/RM Welch)

Others Present: General Counsel John Kinsey, Wanger Jones Helsley; Kip Hudson, Hudson and Henderson; and others on the virtual meeting platform that did not identify themselves

CALL TO ORDER / ROLL CALL

President Erickson called the meeting to order at 1:00 p.m. at the business office of the District at 12152 Road 28 ¼, Madera, California 93637. Due to COVID-19, the majority of the Board of Directors and staff attended in-person practicing social distancing and the public participated via Zoom teleconferencing only.

APPROVAL OF AGENDA

MOTION: Director Janzen / Director Davis to approve the agenda as presented.

VOTE: ROLL CALL

AYES: Directors Loquaci, Davis, Janzen, and Erickson

NOES:

ABSTAIN:
ABSENT:

PUBLIC COMMENT: Closed Session

President Erickson opened and closed public comment due to no public in attendance.

POTENTIAL CONFLICTS OF INTEREST: Closed Session

General Counsel Kinsey reported Director Janzen will recuse himself from one topic related to Adobe Ranch.

1. CLOSED SESSION Closed Session items not concluded prior to Regular Session may be continued at the end of the Regular Session.

- 1a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9 (3 potential cases)
- 1b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (3 potential cases)
- 1c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Section 54956.9; Petition for the Adjudication of Rights to the Fresno River, before the State Water Resources Control Board
- 1d. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Madera Irrigation District v. Smith-Adobe Ranch Family Limited Partnership, Case No. MCV081757
- 1e. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Jose Hernandez v. Madera Irrigation District, et. al., Case No. MCV084802
- 1f. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Oak River Insurance Company, et. al. v. Madera Irrigation District, et. al., Case No. MCV085611
- 1g. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Nau Mora Juarez, Gloria Vasaldua Cortez v. Madera Irrigation District, et. al., Case No. MCV0084999

CALL TO ORDER REGULAR SESSION/ PLEDGE OF ALLEGIANCE

President Erickson called regular session to order at 2:00 p.m. with staff in attendance and the public on Zoom.

MOMENT OF SILENCE IN MEMORY OF DIRECTOR RICK COSYNS

Director Janzen led a moment of silence for Director Rick Cosyns and his family.

REPORT ON CLOSED SESSION

General Counsel Kinsey stated there was no reportable action taken during Closed Session and the Board will return to Closed Session.

POTENTIAL CONFLICTS OF INTEREST

There was no potential conflict of interest noted.

PUBLIC COMMENT: MID Groundwater Sustainability Agency & Regular Session

President Erickson opened and closed public comment due to no comments from the public.

ADJOURN AS MID BOARD OF DIRECTORS & CONVENE AS MID GROUNDWATER SUSTAINABILITY AGENCY – 2:04 p.m.

- a. Update on MID Groundwater Sustainability Agency (GSA)
 - Acquisition of APN 047-310-004

AGM Nolan announced escrow closed for APN 047-310-004. This is the third parcel MID has acquired this year for groundwater recharge purposes. In the GSP, acquisition of parcels is listed as a MID project to reach sustainability by 2030, MID is well ahead of schedule.

AGM Nolan reviewed MID's accomplishments related to SGMA implementation since 2020. The District acquired 3 parcels, 70 acres were taken out for demand management, the District has been working on expanding the existing basins, and the District annexed 412 acres of grazing land. MID also entered into agreements with the City of Madera for the Airport Basin and Golf Course Basin. The District developed WaterUI for landowners to check their water use. The District continues to work on the data management program and domestic well mitigation with others in the Madera Subbasin. AGM Nolan stated these are real tangible projects.

ADJOURN AS MID GROUNDWATER SUSTAINABILITY AGENCY & RECONVENE AS MID BOARD OF DIRECTORS – 2:07 p.m.

2. **CONSENT AGENDA**

- 2a. Approval of July 28, 2021 Special Board Meeting Minutes
- 2b. Approval of August 03, 2021 Special Board Meeting Minutes
- 2c. Approval of August 23, 2021 Special Board Meeting Minutes
- 2d. Discussion / possible action on approval of warrant list payments through September 21, 2021
- 2e. Discussion / possible action on monthly financial reports for July and August 2021

2f. Discussion / possible action on surplus of equipment, Resolution No. 2021-12

MOTION: Director Loquaci / Director Janzen to approve the consent agenda as presented.

DISCUSSION: There was no discussion.

PUBLIC COMMENT: President Erickson opened and closed public comment due to no comments from the public.

VOTE: ROLL CALL

AYES: Directors Loquaci, Davis, Janzen, and Erickson
NOES:
ABSTAIN:
ABSENT:

3. INFORMATIONAL ITEMS

3a. Finance / Human Resources Reports

Controller Furstenburg stated approximately 26,000 acre-feet of water was delivered in June/July 2021 for total water sales of approximately \$8.9 million. The third and final payment for 2021 was received from the County of Madera for assessments and standby charges on in the amount of \$273,574.74. This payment was for receipts the County has collected on our behalf through July 6, 2020. The assessments for 2022 and the standby charges for 2021 have been sent to the County for inclusion in the County's property tax bills. The total assessments and standby charges are \$7,867,978.96. The Semi-annual bond payments due September 1, 2021 have been made; the funds were transferred to Wells Fargo on August 16, 2021.

HR/RM Welch reported the HR Department continues to work on compliance, risk and insurance, and safety. There are currently two open recruitments that close on October 27, 2021. Open enrollment will begin next month. The wellness grant was approved by the ACWA-JPIA.

3b. Engineering / Operations / Maintenance Report

OMM Contreras reported the Hospital Lateral Project plans are being drafted and the project will be budgeted for 2022. The Main II crossing will be replaced this year. The Basin #8 well abandonment will occur in October. The confined space training area and truck wash area have been completed. OMM Contreras reviewed the project pictures with the Board.

4. GENERAL MANAGER'S REPORT

4a. Update of Activities

- Madera Lake Competitive Lease Process

- District of Distinction Levels of Accreditation
- ACWA Region 6 Board Ballot

GM Greci thanked the Board and staff that volunteered for the booth at the Madera Fair. GM Greci reported the competitive lease process is underway for Madera Lake for grazing purposes. Submittals are due by October 1, 2021 at 4pm.

Secretary Sandoval reported the MID received the renewal for the Transparency Certificate and District of Distinction. There are additional levels available for the District of Distinction. Secretary Sandoval stated she would like for the District to obtain platinum status. In order to reach platinum status, the Board and Administration will need to complete the Special District Leadership Academy, plus 10 additional hours of continuing education. In addition, AGM Nolan has enrolled in the Certified Special District Manager (CSDM) Workgroup for 2022 to prepare for the CSDM exam, which is another requirement for platinum status.

GM Greci stated the ACWA Region 6 ballot was submitted based on the recommendation from the Selection Committee. The ACWA Fall Conference is still scheduled to be held in-person in Pasadena. There is a ACWA Region 6/7 meeting scheduled for October 8, 2021 in Coalinga. Directors interested in attending either event should reach out to Secretary Sandoval.

GM Greci reported on Madera Canal. The annual inspection was held with GM Greci, Chowchilla Water District manager Brandon Tomlinson, Ken McCoy, and OMM Contreras. The projects are being prioritized. There was a tour with Madera Chowchilla Water & Power Authority (MCWPA) and Friant Power Authority (FPA) staff. It was an opportunity to share knowledge and for MCWPA employees to learn from the FPA staff. GM Greci stated unfortunately the MCWPA Board also lost Director Maddalena.

5. NEW BUSINESS

- 5a. Discussion / possible action on acceptance of 401a Plan Report on Audited Financial Statements Year Ended December 31, 2020, Resolution No. 2021-13 – **Timed Item 2:15 p.m.**

MOTION: Director Janzen / Director Davis to accept the 401a Plan Report on Audited Financial Statements Year Ended December 31, 2020, Resolution No. 2021-13.

DISCUSSION: Controller Furstenburg introduced Kip Hudson with Henderson Hudson to present the 401a Plan Report on Audited Financials. Mr. Hudson reported the investments went up to \$639,000. The plan increased approximately \$386,000. There were no deficiencies in the internal controls.

PUBLIC COMMENT: President Erickson opened and closed public comment due to no comments from the public.

VOTE: ROLL CALL

AYES: Directors Loquaci, Davis, Janzen, and Erickson
NOES:
ABSTAIN:
ABSENT:

- 5b. Discussion / possible action on acceptance of modifications to the District's 401k Plan Investment Platform Funds designated by John Hancock, Resolution No. 2021-14

MOTION: Director Janzen / Director Loquaci to approve Resolution No. 2021-14.

DISCUSSION: AGM Nolan stated we will discuss item 5b. and 5c. together. AGM Nolan stated the District received a letter from John Hancock for the 401a and 401k Plans (Plans) regarding fund changes. These are fund changes by John Hancock because funds are removed or merged. The Board of Directors as the trustees of the Plans and have the discretion to accept or reject the fund changes. AGM Nolan stated the proposed Resolutions will authorize these changes moving forward because there are specific timelines associated with these changes. This is separate and apart from when Commonwealth completes the annual fiduciary meetings and recommends fund changes.

PUBLIC COMMENT: President Erickson opened and closed public comment due to no comments from the public.

VOTE: ROLL CALL

AYES: Directors Loquaci, Davis, Janzen, and Erickson
NOES:
ABSTAIN:
ABSENT:

- 5c. Discussion / possible action on acceptance of modifications to the District's 401a Plan Investment Platform Funds designated by John Hancock, Resolution No. 2021-15

MOTION: Director Loquaci / Director Janzen to approve Resolution No. 2021-15.

DISCUSSION: Discussion occurred with item 5b.

PUBLIC COMMENT: President Erickson opened and closed public comment due to no comments from the public.

VOTE: ROLL CALL

AYES: Directors Loquaci, Davis, Janzen, and Erickson
NOES:
ABSTAIN:
ABSENT:

- 5d. Discussion / possible action on Soquel Letter Agreement Extension with Pacific Gas & Electric, Resolution No. 2021-16

MOTION: Director Janzen / Director Davis to approve Resolution No. 2021-16.

DISCUSSION: GM Greci stated this is the annual extension with Pacific Gas & Electric. For the District's Soquel water, it moves to the Bass Lake/Crane Valley project for the additional power that is generated. The District entered into an agreement with PG&E in 1977. It was extended until 1995 and since then annual extension have been entered into.

PUBLIC COMMENT: President Erickson opened and closed public comment due to no comments from the public.

VOTE: ROLL CALL

AYES: Directors Loquaci, Davis, Janzen, and Erickson
NOES:
ABSTAIN:
ABSENT:

- 5e. Discussion / possible action on Sunlife Insurance Plan Update, Resolution No. 2021-17

MOTION: Director Loquaci / Director Janzen to approve Resolution No. 2021-17.

DISCUSSION: AGM Nolan stated the District offers life insurance for the employees and it was discovered the Sunlife Plan documents were never taken to the Board. The Sunlife Plan was started in 2000 or 2001. The Sunlife Plan currently does not align with the District Policy. The Policy does not include directors and the Sunlife Plan does. The life insurance amount is based on 2 times the salary and directors do not earn a salary. AGM Nolan stated the Sunlife Plan as it currently stands with the proposed updates were included in the Board Packet. The Sunlife Plan will be consistent with the policy. The maximum amount will be raised to \$400,000 rather than \$200,000. As a cost comparison, it is approximately \$100 increase a month.

PUBLIC COMMENT: President Erickson opened and closed public comment due to no comments from the public.

VOTE: ROLL CALL

AYES: Directors Loquaci, Davis, Janzen, and Erickson
NOES:
ABSTAIN:
ABSENT:

- 5f. Discussion / possible action on naming of project formerly known as Madera Ranch

MOTION: Director Loquaci / Director Janzen to table the item until the October Board Meeting.

DISCUSSION: AGM Nolan stated the District had a naming contest. The entries were due by September 13, 2021 and there were 10 that met all the criteria. AGM Nolan stated the Board can decide on a name today, table the item to the October meeting, choose to reopen the contest, or leave the name as is. Director Davis stated none of the names jumped out at him. Director Davis stated he would like to see a name with historical value. Director Janzen stated there are a couple entries that the explanations are appropriate. Director Loquaci stated he would like to table the item until the October meeting. The Board direction was to not reopen the contest in the short time frame. AGM Nolan stated she appreciates the people that met the deadline.

PUBLIC COMMENT: President Erickson opened and closed public comment due to no comments from the public.

VOTE: ROLL CALL

AYES: Directors Loquaci, Davis, Janzen, and Erickson
NOES:
ABSTAIN:
ABSENT:

5g. Discussion / possible action on approving addition of Section 511 COVID-19 Vaccination Policy to the District Personnel Policies, Resolution No. 2021-18

MOTION: Director Janzen / Director Loquaci to approve addition of Section 511 COVID-19 Vaccination Policy to the District Personnel Policies, Resolution No. 2021-18

DISCUSSION: GM Greci stated he will walk through the Section 511 Policy and then answer any questions. GM Greci stated everyone is aware of the pandemic and the challenges it has placed on employers and everyone's health. GM Greci stated there have been vaccine mandates from large corporations, specific fields such as medical and education, and the federal government. GM Greci stated we have given this a lot of thought and have not rushed to bring this to the Board. GM Greci stated we waited until there was a vaccine with full FDA approval, which there now is one. GM Greci stated as we work through COVID-19, the approach has always been to err on the side of caution and do what is best for the health and safety of our employees and that is why we are bringing this to the Board today.

The policy mandates that employees are fully vaccinated for COVID-19 by November 16, 2021. The date was selected to allow sufficient time for employees to receive the vaccination. This is a requirement unless there is qualifying medical or religious exemption. Those with an exemption will be required to test weekly for a negative result and to wear a mask at all times while at MID. The employee can choose any location to obtain the vaccine and will be paid for the time taken to receive the vaccination. Upon receiving the vaccine, the employee must submit evidence to the Human Resources Department. Certain employees may be exempted from the vaccine requirement and to be considered exempted from the requirement, the employee must submit a declination form to the Human Resources Department to begin the interactive accommodation process. The declination forms must be submitted to the Human Resources Department by November 1, 2021 with no exceptions. The forms will be reviewed by the District's legal counsel.

The signed declination form can state that the employee is either: (1) declining to be vaccinated based on a sincerely held religious belief, or (2) declining to be vaccinated due to a qualifying medical reason. If an employee qualifies under a religious or medical exemption, accommodations for exempted employees may be granted where they do not cause MID undue hardship or pose a direct threat to the health and safety of others.

GM Greci stated to be eligible for a qualified medical reasons exemption the employee must provide to MID a written statement signed by a physician, nurse practitioner, or other licensed medical professional practicing under the license of a physician stating that the individual qualifies for the exemption (but the statement should not describe the underlying medical condition or disability) and indicating the probable duration of the employee's inability to receive the vaccine. Upon request by the employee for a medical exemption, MID will provide the employee with the required declination form which is to be filled out by the employee and medical professional and returned to MID. All requests for exemptions will be reviewed by Human Resources Department and MID's legal counsel for qualification.

GM Greci stated to be eligible for a qualified religious exemption the employee must provide to their employer a written statement indicating the probable duration of the employee's inability to receive the vaccine. Upon request by the employee for a religious exemption, MID will provide the employee with the required declination form which is to be filled out by the employee and returned to MID. All requests for exemptions will be reviewed by Human Resources Department and MID's legal counsel for qualification.

Before the stated deadline to be vaccinated has expired, employees will be required to provide either proof of vaccination or an approved reasonable accommodation to be exempted from the requirements. Employees who do not provide proof of vaccination or have an approved reasonable accommodation by November 16, 2021 will be terminated immediately. GM Greci stated that is an important point.

GM Greci explained should an employee be determined to be exempted from MID's vaccination requirement, the exempted employee must meet the following requirements: (a.) test for COVID-19 weekly with either PCR or antigen test that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services and (b.) wear a face covering at all times while at MID facilities. MID reserves the right to revoke an exemption at any time for any reason including, but not limited to, undue burden or hardship on the District. GM Greci stated if it becomes a burden or hardship the District would have the option to not allow an exemption and the employee would be terminated.

GM Greci stated there are strong points of views on both sides of this argument and strong political influences related to these topics on both sides. GM Greci stated he has tried to set that all aside and look at from the perspective of what is in the best interest of our employees' safety and wellbeing. GM Greci stated along with that the impacts to the District of managing all of these different moving targets of the COVID challenges we've been dealing with keep changing from the state, federal, and local levels. We have been doing that management from an unvaccinated /

vaccinated level, which creates two different managements that needs to be tracked. This will create efficiencies. Director Loquaci questioned what are the hours that have been spent. AGM Nolan stated all of the hours have not been quantified. The COVID leave hours were quantified, but this does not include any additional sick leave that was taken due to COVID or time spent on management. COVID leave time in 2020 and 2021 is over 2,500 hours taken, which could be for sick leave, quarantine time, or childcare. GM Greci stated this is in addition to the sick leave the District provides. GM Greci stated the District also offered COVID-19 testing at \$165 per test. In February, there was \$8,000 spent on COVID testing, which was all unbudgeted. Director Davis questioned if any of the time or costs were reimbursable. GM Greci stated none of the costs are reimbursable to public agencies. Director Davis stated the alternative is going to more testing. GM Greci stated the alternative is to continue doing what we are doing, but mandates are being encouraged. Director Janzen stated in essence the District is a federal contractor which is one of the requirements. Director Loquaci stated he hopes everyone just goes and gets vaccinated and he hates to tell someone what to do, but this is a safety issue. Director Loquaci stated there has been a human toll here at the District.

PUBLIC COMMENT: President Erickson opened and closed public comment due to no comments from the public.

VOTE: ROLL CALL

AYES: Directors Loquaci, Davis, Janzen, and Erickson

NOES:

ABSTAIN:

ABSENT:

- 5h. Discussion / possible action on Proclaiming a Local Emergency, ratifying the Proclamation of a State of Emergency By the Governor's Proclamation of a State of Emergency Dated March 4, 2020, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of Madera Irrigation District for the Period of 30 Days Pursuant to Brown Act Provisions, Resolution No. 2021-19

MOTION: Director Janzen / Director Davis to approve Resolution No. 2021-19.

DISCUSSION: Secretary Sandoval stated the Executive Orders that allowed for the modified Brown Act rules for teleconferencing expire on September 30, 2021. Legislation has passed that allows for a local agency to continue under the modified rules as long as the local agency adopts a resolution. The resolution lasts for 30 days and needs to be reaffirmed at each Board Meeting. As long as there is a State of Emergency, which we still are under because of the pandemic the District can fall under the modified Brown Act rules. Secretary Sandoval stated there are minor differences in the Executive Orders and AB361. Under AB361, if there are any technical issues, the Board cannot vote on any item until the technical issues are resolved. The local agency also has to allow public comment until the end of the formal public comment period and not request emails ahead of time.

Director Janzen questioned if we can allow people in with proof of vaccination. Director Davis stated this resolution doesn't allow for that, you are letting some people in and not others. Secretary Sandoval stated someone would have to manage that. General Counsel Kinsey stated some of the public agencies he does work for were contemplating opening up their meetings in May and June and then the Delta variant and breakthrough infections started. General Counsel Kinsey stated Andrea is right, and how do you manage that. Director Janzen stated it goes against what we just passed. Director Loquaci stated the Board cannot pass the resolution it just passed and then not allow unvaccinated people in here. General Counsel Kinsey stated the legislation sunsets on January 1, 2024 or unless there is no longer a state of emergency declared by the governor.

PUBLIC COMMENT: President Erickson opened and closed public comment due to no comments from the public.

VOTE: ROLL CALL

AYES: Directors Loquaci, Davis, Janzen, and Erickson

NOES:

ABSTAIN:

ABSENT:

5. DIRECTOR REPORTS, COMMITTEE REPORTS, FUTURE AGENDA ITEMS

Director Davis stated the community lost a great person in Rick and he brought all sides together. Our hearts go out to Rick's family and we will miss him.

Director Janzen seconded what Director Davis said. Director Janzen complimented the staff that was at the Madera Fair including Matt E., who did a great job.

Director Loquaci stated Rick's funeral will be held tomorrow. Rick contributed greatly to the ag community in Madera.

Director Erickson – nothing to report

Regular session concluded at 3:11 p.m.

The Board reconvened to Closed Session at 3:15 p.m.

Director Janzen exited the meeting at 4:00 p.m. due to a conflict of interest.

There were no reportable actions taken during Closed Session.

6. ADJOURNMENT

President Erickson adjourned the meeting at 4:20 p.m.

APPROVED FOR THE BOARD:

James Erickson
President

Andrea Kwock Sandoval
Secretary to the Board

Date: _____

DRAFT

AGENDA ITEM 2b.



**MADERA IRRIGATION DISTRICT
BOARD OF DIRECTORS SPECIAL BOARD MEETING
OCTOBER 5, 2021**

MINUTES

Directors Present: James Erickson, President
Richard Cosyns, Vice President
Brian Davis via teleconference joined the meeting at 9:07 a.m.
Carl Janzen
David Loquaci

Directors Absent: None

Staff Present: T. Greci, General Manager (GM Greci)
D. Cadenazzi Nolan, Assistant General Manager (AGM Nolan)
A. Kwock Sandoval, Secretary to the Board

Others Present: General Counsel John Kinsey, Wanger Jones Helsley via teleconference

CALL TO ORDER / ROLL CALL / APPROVAL OF AGENDA

President Erickson called the meeting to order at 9:05 a.m. at the business office of the District at 12152 Road 28 ¼, Madera, California 93637. Due to COVID-19, the majority of the Board of Directors and staff attended in-person and the public participated via Zoom teleconferencing only.

MOTION: Director Loquaci / Director Janzen to approve the agenda as presented.

VOTE:

AYES: Directors Loquaci, Janzen, and Erickson

NOES:

ABSTAIN:

ABSENT: Director Davis

PUBLIC COMMENT: Closed Session

President Erickson opened and closed public comment due to no public in attendance.

POTENTIAL CONFLICTS OF INTEREST: Closed Session

There were no potential conflicts of interest noted.

The Board convened to Closed Session at 9:07 a.m.

1. CLOSED SESSION

- 1a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of
Government Code Section 54956.9 (1 potential case)

*Director Davis and General Counsel Kinsey joined the meeting during Closed Session via
teleconference.*

The Board reconvened to Open Session at 10:14 a.m.

2. REPORT ON CLOSED SESSION

President Erickson stated there was no reportable action taken during Closed Session.

3. ADJOURNMENT

The meeting was adjourned at 10:15 a.m.

APPROVED FOR THE BOARD:

James Erickson
President

Andrea Kwock Sandoval
Secretary to the Board

Date: _____

AGENDA ITEM 2c.

Madera Irrigation District

12152 ROAD 28¼ ▪ MADERA ▪ CA 93637

Phone (559) 673-3514

FAX (559) 673-0564

Board of Directors

Carl Janzen ♦ Brian Davis ♦ Jim Erickson ♦ Dave Loquaci

General Account

♦ Warrant No. 43812 thru 43912 Dates 9/16/2021 thru 10/1/2021 Total \$406,297.39

\$671,120.55

Approved for payment by the Board of Directors

October 19, 2021

James Erickson, President

Andrea Kwock Sandoval, Secretary

WARRANT LIST
October 19, 2021

CHECK NUMBER	CHECK DATE	VENDOR NAME	DESCRIPTION	ADDITIONAL DETAIL	CHECK AMOUNT
043812	09/16/21	PG&E	Monthly Service Ag Pumps		60.58
043813	09/16/21	GEORGE'S AUTO SUPPLY	Hazard Flasher, Heavy Duty Air Filter		31.96
043814	09/16/21	MADERA CHOWCHILLA WATER &	Call for Funds #410	August	57,260.55
043815	09/16/21	MADERA TRIBUNE	Yearly Subscription Renewal		49.00
043816	09/16/21	NAPA-GENUINE PARTS COMPANY	Socket Drive Adapters, Re-Manufactured Alternator		344.70
043817	09/16/21	TECO	Misc Tools & Supplies		250.12
043818	09/16/21	TARGET SPECIALTY PRODUCTS	(125 lbs) Kaput-D		474.03
043819	09/16/21	M I D EMPLOYEES ASSOCIATION	Employee Payroll Deductions		250.00
043820	09/16/21	S & J LUMBER, INC	(224 BF) 2x4 Douglas Fir		203.41
043821	09/16/21	AANONSON SPRINKLER COMPANY	(20) 6" CL 100 Pipe		92.67
043822	09/16/21	FRESNO VALVES & CASTINGS INC.	12" Inline Gate		1,154.01
043823	09/16/21	FRESNO TRUCK CENTER	DFN Pressure Sensor		206.72
043824	09/16/21	FASTENAL COMPANY	Misc Tools & Supplies		1,349.65
043825	09/16/21	PRE-EMPLOYMENT INVESTIGATIONS	Pre-Employment Search: Beniga, Chavira		94.00
043826	09/16/21	PRAXAIR DISTRIBUTION INC	Rental: Welding Tanks		265.79
043827	09/16/21	ACWA/JPIA	Monthly Medical, Dental, Vision Insurance Premiums	October	40,993.72
043828	09/16/21	ROSE FURNITURE & FLOOR COVERING	Carpet for Administration		5,854.65
043829	09/16/21	HARBOR FREIGHT TOOLS USA, INC.	Misc Tools & Supplies		19.76
043830	09/16/21	HOME DEPOT CREDIT SERVICES	Misc Tools & Supplies		1,719.18
043831	09/16/21	MIDLAND TRACTOR	Elbow Fitting, Flare Adapter		21.66
043832	09/16/21	LOWE'S COMPANIES INC.	Misc Tools & Supplies		2,701.44
043833	09/16/21	VERIZON WIRELESS	Data Plan: Cell Service, 11 Tablets, MC Turnout	August	1,729.13
043834	09/16/21	BSK & ASSOCIATES	Water Testing: Office		367.00
043835	09/16/21	MID-VALLEY DISTRIBUTORS,INC.	(50) 1/4-20 Square Nut		7.13
043836	09/16/21	SIGNMAX	(2) Decals #5-21		9.21
043837	09/16/21	MARK DUARTE	Pesticide Spraying: Office		40.00
043838	09/16/21	NORTHERN SAFETY CO.,INC.	15"x19" Absorbent Pads, Vests, Gloves, Protection Bags		319.91
043839	09/16/21	H.T. HARVEY & ASSOCIATES	Project# 4523-01		9,496.00
043840	09/16/21	WALPOLE & CO., LLP	Sage Consulting		175.00
043841	09/16/21	CENTRAL SANITARY SUPPLY	Paper Towels, Trash Bags		213.56
043842	09/16/21	SEBASTIAN - ALARM MONITORING	Monthly Alarm Monitoring, Install H.I.K. Vision Cameras		2,971.33
043843	09/16/21	RUBICON SYSTEMS AMERICA, INC	Rubicon Gate Repair		2,082.82
043844	09/16/21	RED ROCK ENVIRONMENTAL	Trash to Landfill		227.35
043845	09/16/21	WANGER JONES HELSLEY PC	Legal Fees through 08/15/21		13,087.51
043846	09/16/21	SC FUELS	(3989.90 Gal) Clear Diesel		14,112.36
043847	09/16/21	CUMMINS SALES AND SERVICE	Exhaust Pressure Sensor		161.38
043848	09/16/21	O'REILLY AUTO PARTS	30lb Refrigerant Tank, Starter		283.98
043849	09/16/21	COVERALL NORTH AMERICA, INC	Monthly Janitorial Services	September	778.00
043850	09/16/21	MADERA CO. FAIRMEAD LANDFILL	Trash to Landfill		2,135.59
043851	09/16/21	REAL-TIME INFORMATION SERVICES, INC.	Smart Options, AntiVirus, Backups, Pre-Paid Hours		4,740.00
043852	09/16/21	ZOOM IMAGING SOLUTIONS, INC.	Maintenance Contract: 2 Printers + Usage		385.52
043853	09/16/21	BLANKINSHIP & ASSOCIATES, INC	Aquatic Weed NPDES Permit 2021		6,703.75
043854	09/16/21	HIRE UP STAFFING SERVICES	P/E 09/05/12, 09/12/21: G. Hernandez, T. Perez		2,900.74
043855	09/16/21	GLOBAL INDUSTRIAL AND	(5) Harness/Lanyard Set, (5) Hard Hat		377.11
043856	09/16/21	CAPITAL ONE TRADE CREDIT	Tire Buffer		71.96
043857	09/16/21	ADVANCED DISTRIBUTION CO.	(31) Coupling, 5Gal Degreaser, Hydraulic Cylinder Rebuild		1,644.95
043858	09/16/21	HI TOUCH BUSINESS SERVICES	Misc Office Supplies		783.95
043859	09/16/21	VAN DE POL, INC.	Cardlock Fuel		3,625.45
043860	09/16/21	ROBERSON, JACOB	RWVG - Admin Duties	August	2,000.00
043861	09/16/21	UMPQUA BANK	\$6,922.04 Public Relations, Software, Directors, Travel&Train. BOD	Admin	2,092.32
			Materials, Building Maintenance, Equipment Repair & Maint.	Operations	1,118.25
			Travel	Engineering	26.13
			Meter Repair, Materials, Building Maintenance	Shop	3,535.34
			Membership Fees & Dues	HR	150.00
043862	09/16/21	GEOTAB USA, INC.	ProPlus Plan-Fleet Track	August	1,244.25
043863	09/16/21	CINTAS	Uniforms & Supplies		239.21
043864	09/16/21	MID VALLEY AG SERVICES	(180 Gal) MSO		2,841.76
043865	10/01/21	A T & T	Office, Fax, Alarms, Tablets		1,295.75
043866	10/01/21	A T & T	Office Phones & Internet		987.61
043867	10/01/21	PG&E	Office, Shop, Control Gates, Ag Pumps		5,023.98
043868	10/01/21	MADERA COUNTY RECORDER	Deed-CD	September	25.00
043869	10/01/21	AFLAC AMERICAN FAMILY LIFE	Employee Payroll Deductions		916.14
043870	10/01/21	A & E BEARING & SUPPLY	Bk50 5/8 Pulley		29.23
043871	10/01/21	MADERA TRIBUNE	Public Notice: Grazing Lease		260.00

WARRANT LIST
October 19, 2021

CHECK NUMBER	CHECK DATE	VENDOR NAME	DESCRIPTION	ADDITIONAL DETAIL	CHECK AMOUNT
043872	10/01/21	NAPA-GENUINE PARTS COMPANY	Oil Pitcher		15.69
043873	10/01/21	TARGET SPECIALTY PRODUCTS	(200 lbs) Kaput-D		757.75
043874	10/01/21	SHERWIN-WILLIAMS - Madera	Paint & Misc Painting Supplies		447.81
043875	10/01/21	ZEE MEDICAL SERVICE	Replenish First Aid Kit Supplies		95.51
043876	10/01/21	McCROMETER INC	(3) FlowComm Kit, Mounting Brackets, FTG Cable		2,380.38
043877	10/01/21	FRESNO TRUCK CENTER	Headlight Switch		49.52
043878	10/01/21	FRIANT WATER AUTHORITY	SLDMWA	October	116,939.40
043879	10/01/21	PRAXAIR DISTRIBUTION INC	Welding Gas		112.32
043880	10/01/21	ABSOLUTE SUPPLIERS, INC.	6" Trash Trailer Pump 1,000 GPM		10,928.92
043881	10/01/21	STERICYCLE, INC.	Document Management Services		116.08
043882	10/01/21	KAISER FOUNDATION HEALTH PLAN	Monthly Medical Insurance Premiums	October	34,770.66
043883	10/01/21	MIDLAND TRACTOR	Window Latch		29.65
043884	10/01/21	SUN LIFE AND HEALTH INSURANCE	Monthly Life Insurance Premiums	October	2,002.46
043885	10/01/21	NVB EQUIPMENT, INC	(2) A/C Hose Assembly		172.40
043886	10/01/21	SUN LIFE AND HEALTH INSURANCE	Employee Payroll Deductions		212.40
043887	10/01/21	DIAMOND LOCKSMITHS	Padlock		32.47
043888	10/01/21	McMASTER-CARR SUPPLY CO.	(2) Wire Tamper-Seal Tag		38.14
043889	10/01/21	NIXON-EGLI EQUIPMENT CO.	Controller Right Hand Joystick		718.26
043890	10/01/21	PLATT ELECTRIC SUPPLY	(13) PVC Conduit, Copper Cable, Pull Line, Mesh Grip		2,571.90
043891	10/01/21	CRANE TEC ENTERPRISES, INC	Safety & Service Check: 2 Bridge Cranes		282.00
043892	10/01/21	BSK & ASSOCIATES	Water Testing: Office		534.00
043893	10/01/21	WELLS FARGO BANK	Admin. Charges-Trustee Fee - Series 2016		5,000.00
043894	10/01/21	H.T. HARVEY & ASSOCIATES	Project# 4523-01		9,493.49
043895	10/01/21	WALPOLE & CO., LLP	Mas 90 Sage Upgrade		2,350.00
043896	10/01/21	O'REILLY AUTO PARTS	(2) Mechanics Training, Wheel Bearing & Hub Assembly		315.50
043897	10/01/21	ROSENBALM ROCKERY, INC	(1.75 Yd) Concrete		375.63
043898	10/01/21	REAL-TIME INFORMATION SERVICES, INC.	Server Battery		380.71
043899	10/01/21	LEGAL SHIELD	Employee Payroll Deductions		545.25
043900	10/01/21	HIRE UP STAFFING SERVICES	P/E 09/19/21 & 09/26/21: G. Hernandez, K. Gomez, T. Perez		2,502.74
043901	10/01/21	TRANSAMERICA EMPLOYEE BENEFITS	Employee Payroll Deductions		77.36
043902	10/01/21	AFFINITY TRUCK CENTER	(2) Door Handle Retainer		12.83
043903	10/01/21	GLS/GOLDEN STATE OVERNIGHT	Postage		10.36
043904	10/01/21	WEST SIDE WATER CONDITIONING	Well Service		193.72
043905	10/01/21	PETERSON BRUSTAD, INC.	EAP for Madera Lake Dam	August	393.23
043906	10/01/21	U.S. BANK EQUIPMENT FINANCE	Copier Lease Payment		712.94
043907	10/01/21	HI TOUCH BUSINESS SERVICES	Storage Box 20pk		89.42
043908	10/01/21	VAN DE POL, INC.	Cardlock Fuel		3,111.72
043909	10/01/21	ROCKLAND MANUFACTURING COMPANY	Special Tilt Cylinder, (2) Pin		929.62
043910	10/01/21	REY'S GARDEN SERVICES INC	Monthly Lawn Service		300.00
043911	10/01/21	CINTAS	Uniforms & Supplies		1,203.68
043912	10/01/21	HERCULES INDUSTRIES, INC.	(50) Stamped Locks		478.21
					406,297.39
			Payroll Ending 09/11/21	80,051.43	
		*	Payroll Ending 09/25/21	84,553.73	
					164,605.16
			Tax Transfers 09/11/21	29,010.06	
			Tax Transfers 09/25/21	30,668.62	
					59,678.68
			Employee Benefits 09/11/21	20,743.96	
			Employee Benefits 09/25/21	19,795.36	
					40,539.32

WARRANT LIST
October 19, 2021

CHECK NUMBER	CHECK DATE	VENDOR NAME	DESCRIPTION	ADDITIONAL DETAIL	CHECK AMOUNT
				GRAND TOTAL	671,120.55
		Per Diems Included in above *			
		Director Cosyns			
	08/03/21	\$100.00	Special Board Meeting		
	08/23/21	\$65.00	Special Board Meeting		
		Director Davis			
	08/23/21	\$65.00	Special Board Meeting		
		Director Erickson			
	08/03/21	\$100.00	Special Board Meeting		
	08/16/21	\$65.00	FWA EC		
	08/19/21	\$65.00	Pre-Meeting for Blue Print		
	08/23/21	\$65.00	Special Board Meeting		
	08/26/21	\$80.00	FWA Reg Meeting		
	08/27/21	\$65.00	RMC		
		Director Janzen			
	08/03/21	\$100.00	Special Board Meeting		
	08/23/21	\$100.00	Special Board Meeting & RWMG Meeting		
		Director Loquaci			
	08/03/21	\$100.00	Special Board Meeting		
	08/06/21	\$65.00	Interbasin GSA Meeting		
	08/23/21	\$65.00	Special Board Meeting		

AGENDA ITEM 2d.

**MADERA IRRIGATION DISTRICT
CASH BALANCE SUMMARY REPORT
9/30/2021 AND 8/31/2021**

	<u>9/30/2021</u>	<u>8/31/2021</u>	<u>Interest Rate</u>
UNRESTRICTED CASH			
CITIZENS BANK			
SWEEP ACCOUNT	\$ 10,831,596.08	\$ 6,069,418.09	0.25%
PAYROLL ACCOUNT	89,325.07	10,974.66	
REVOLVING CHECKING FUND	2,596.23	2,122.51	
PETTY CASH AND CHANGE DRAWER	300.00	300.00	
L.A.I.F.-UNRESTRICTED	<u>30,180,167.49</u>	<u>30,180,167.49</u>	0.21%
TOTAL UNRESTRICTED CASH	<u>\$ 41,103,984.87</u>	<u>\$ 36,262,982.75</u>	
RESTRICTED CASH			
L.A.I.F.-RESTRICTED 218 ASSESSMENT	\$ 1,813,646.22	\$ 1,813,646.22	0.21%
CITIZENS BUSINESS BANK RESTRICTED	<u>578,659.13</u>	<u>578,659.13</u>	0.25%
TOTAL RESTRICTED CASH	<u>\$ 2,392,305.35</u>	<u>\$ 2,392,305.35</u>	
TOTAL CASH	<u>\$ 43,496,290.22</u>	<u>\$ 38,655,288.10</u>	

District's investments are in compliance with the Investment Guidelines Policy for Madera Irrigation District.

There are sufficient funds available for the District to meet its expenditures for the next six months.

**MADERA IRRIGATION DISTRICT
2021 Expenses - Budget vs. Actual**

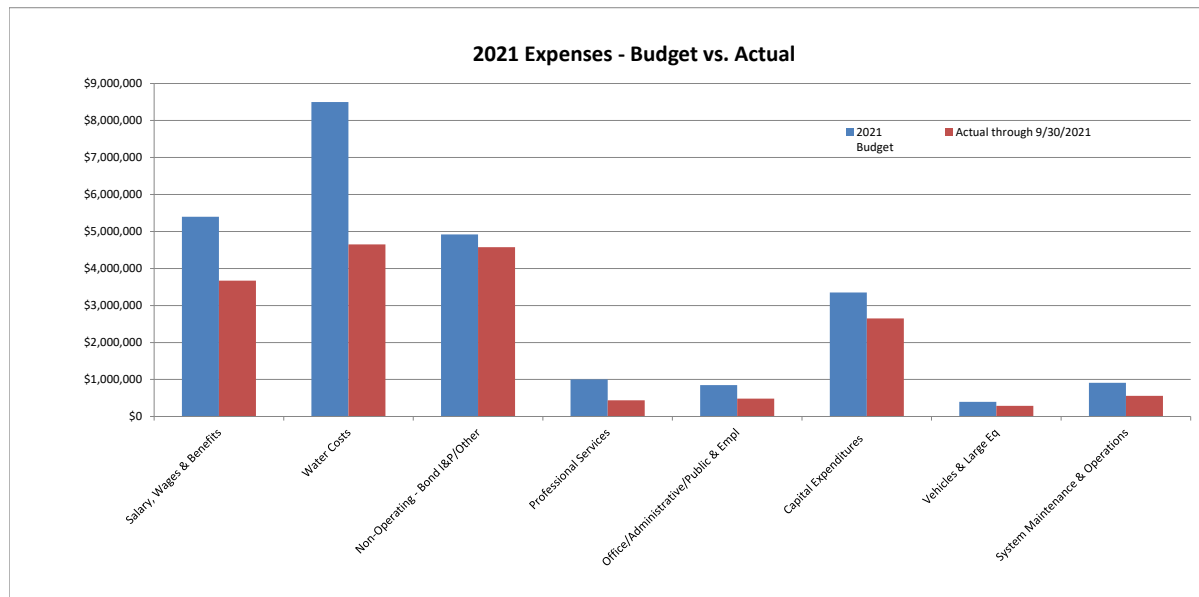
Description	2021 Budget	Actual through 9/30/2021	% of Budget Used
Salary, Wages & Benefits	\$5,399,000	\$3,671,429	68%
Water Costs	\$8,500,000	\$4,651,750	55%
Non-Operating - Bond I&P/Other	\$4,920,000	\$4,577,039	93%
Professional Services	\$1,003,000	\$438,236	44%
Office/Administrative/Public & Empl	\$850,000	\$482,609	57%
Capital Expenditures	\$3,352,000	\$2,648,636	79%
Vehicles & Large Eq	\$395,000	\$288,856	73%
System Maintenance & Operations	\$911,000	\$555,822	61%
Total	\$25,330,000	\$17,314,377	68%

Less: 2020 Budget Funds Carryover

\$ (2,500,000) \$ -

2021 Approved Budget

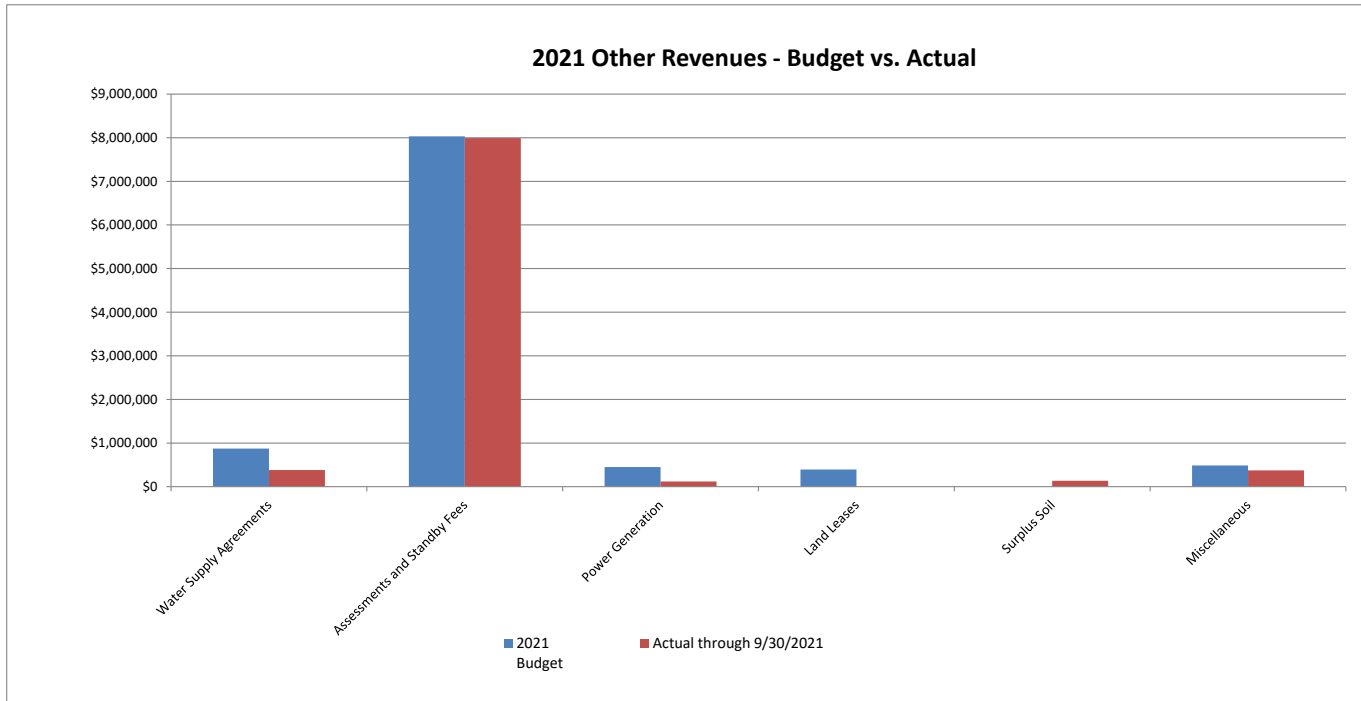
\$ 22,830,000 \$ 17,314,377 76%



**MADERA IRRIGATION DISTRICT
2021 Other Revenues - Budget vs. Actual**

Description	2021 Budget	Actual through 9/30/2021	% of Budget Received
Water Supply Agreements	\$871,800	\$379,100	43.5%
Assessments and Standby Fees	\$8,032,000	\$7,992,910	99.5%
Power Generation	\$450,000	\$117,636	26.1%
Land Leases	\$393,190	\$0	0.0%
Surplus Soil	\$0	\$136,116	0.0%
Miscellaneous	\$486,000	\$371,245	76.4%
Total	\$10,232,990	\$8,997,006	87.9%

NOTE: Water sales not included



AGENDA ITEM 2e.

**OCTOBER 19, 2021
RESOLUTION NO. 2021-21**

**RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
PROCLAIMING A LOCAL EMERGENCY, RE-RATIFYING THE PROCLAMATION OF A
STATE OF EMERGENCY BY THE GOVERNOR'S PROCLAMATION OF A STATE OF
EMERGENCY DATED MARCH 4, 2020, AND RE-AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF
MADERA IRRIGATION DISTRICT FOR THE PERIOD OF 30 DAYS PURSUANT TO BROWN
ACT PROVISIONS**

RESOLVED by the Board of Directors (“Directors”) of the Madera Irrigation District (“District”), at a regular meeting duly called and held on October 19, 2021 at the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, the District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Madera Irrigation District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, such conditions now exist in the District, specifically, the Governor’s Proclamation of a State of Emergency Dated March 4, 2020; and

WHEREAS, the COVID-19 pandemic remains a significant challenge in California and according to the Department of Public Health; and

WHEREAS, in accordance with current State of California guidelines and the District’s duty to provide and maintain a workplace that is free of known hazards; and

WHEREAS, the Board of Directors previously adopted a Resolution No. 2021-19 on September 21, 2021 finding that the requisite conditions exist for the legislative bodies of Madera Irrigation District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and in accordance with current State of California guidelines and the District's duty to provide and maintain a workplace that is free of known hazards.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of Madera Irrigation District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 18, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Madera Irrigation District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Madera Irrigation District, at a regular meeting of the Board held on the 19th day of October 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Erickson, President

ATTEST: _____
Carl Janzen, Director

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-21 adopted October 19, 2021.

Andrea Kwock Sandoval, Secretary

AGENDA ITEM 3a.

Finance Department Activities
October 19, 2021

The 2022 Budget process has begun. The budget documents were sent to all department heads. The department budgets are requested to be returned to Finance no later than Wednesday, November 3rd. Department Head meeting with GM and Assistant GM is scheduled for Tuesday, November 9th and Special Board Budget Meeting is scheduled for Wednesday, December 15th.

Accounting (On-going)

Madera Irrigation District

- monthly financial reports
- accounts payable and warrant lists
- bank reconciliations
- CIP/Project tracking and updates

Madera-Chowchilla Water and Power Authority (On-going)

- monthly financial reports
- accounts payable and warrant lists
- bank reconciliations
- Call for Funds

Storm/Assessments (On-going)

Extract Madera Irrigation District deed transfers from Madera County
Process Grant Deed changes
Assessment searches as requested by the public
Redemption documentation

Payroll (On-going)

Madera Irrigation District payroll processing
Compilation of payroll data for employees and third-party requests
Madera-Chowchilla Water and Power Authority payroll processing
Madera-Chowchilla Water and Power Authority payroll tax transfers

Madera Irrigation District

HR Department Report – October

Human Resources General:

- Evaluations Reviewed & Completed for month of September
- Employee Relations Meetings
- Return to Work & Interactive Processes
- Retirement & Separation Administration

Benefits:

- New Hire Onboarding
- Open Enrollment (OE)
 - o Personalized employee benefit packet preparation
 - o Department OE meetings
 - o One on One Enrollment Meetings
 - o Enrollment change update in JPIA BSWIFT System

Insurance, Risk Management & Compliance:

- COVID-19 Prevention Program review
- Risk Transfer Administration
 - o Contract review for insurance requirements
 - o Complete checklists for certificate of coverage and endorsements
 - o Follow up reminders and authorizations

Recruitment:

Candidate Screening, Correspondence, and Interviews for District vacant positions.

- **Maintenance Worker I & Pesticide Applicator I**
 - o Recruitment opened September 15th and posted internal and external. Application deadline closes on October 27th, 2021.
- **Maintenance Worker I**
 - o We are pleased to welcome three new hires to our Maintenance Department. Newly selected candidates (Matthew Shelton, Benjamin Beniga, and Frank Chavira) have strong maintenance backgrounds and express various abilities including cement work, fabrication and other construction related skills. They are excited to be a part of the team and provide support to the Maintenance Department.

Training:

- All Staff In-house Training
 - o SB 1343 Harassment
 - o Injury & Illness Prevention Program (IIPP) and Emergency Evacuation Plan (EAP) annual refresher

Current Major Focus Areas: Insurance Compliance/Risk Transfer, Training, COVID-19 Compliance, Employee Relations, and District Policy & Program Updates.

MCWPA

Human Resources General:

- Alternative Work Week (AWS) Secret Ballot Election – All Non-Exempt Staff
- Department of Industrial Relations Reporting

Benefits:

- Open Enrollment (OE) packet distribution and benefit information disclosure

Insurance, Risk Management & Compliance:

- Risk Transfer Administration
 - o Contract review for insurance requirements
 - o Complete checklists for certificate of coverage and endorsements
 - o Follow up reminders and authorizations

Training:

- All Staff In-house Training – Sexual Harassment SB 1343

AGENDA ITEM 3b.

MID Engineering, Operations, and Maintenance Report

October 19, 2021

Engineering & Operations Report:

- Engineering Staff Maintenance Activities – Coordinating with Maintenance for off-season projects and the 2022 Budget items.
 - Engineering staff continues working with maintenance crews on installing new stilling well pipes.
 - Lateral 24.2-9.0 Pipeline on Replacement Project – Landowner has removed 800 feet of trees, drafting designs for pipeline replacement.
 - Main II Farm Crossing Replacement – Design drawings completed, pipe ordered, project on schedule for demo week of October 11th.
 - Stage Discharge Recorder (SDR) – 4 of the 5 stilling well sites installed, Engineering will be reinstalling recorders, float systems & radios.
 - New Basin Sites – Basin #8 Well abandonment on schedule for October.
 - Basin # 9 well site, continue working on getting one more cost estimate to rehab well.
- Stage Discharge Recorder (SDR) Supervisory Control and Data Acquisition (SCADA) Sites – Continued routine maintenance on sites.
- WaterSMART Grant – Application in process for 4 Rubicon control sites, 5 Mace meter measurement sites & control on Fresno River Island Tract Head.
- Rubicon Gates – Routine maintenance & cleaning on schedule.
- New Meter Box Installations – 6.2-18.4, 6.2-16.9, 6.2, & Dixieland Canal.
- Semiannual Groundwater Measurements Fall 2021 – Scheduled for October 12th.
- Tesoro Viejo 6.2 Pipeline – Construction Package Completed – Landscape Design ongoing.
- California High Speed Rail (CHSR) – No new activity.
- Capital Improvement Plan – Stockton/Roberts Pipeline Replacement Design 30% design completed ongoing.
- Internal GIS Development – Engineering Staff is continuing with right-of-way mapping and facility mapping updates.
- Mountain Diversions – Chilkoot Creek opened on October 1st very little flow.
- Underground Service Alert's (USA) marked – underground service alerts daily.
- Butin and 6.2-9.2 New Stilling Well Installation. (Photo below)



Maintenance Report

- Set up and poured five (5) concrete pre-fab turnout boxes in yard.
- Installed new 24” recorder pipe on the Butin Canal discharge on Road 24 South of Avenue 10.
- Installed new 24” recorder pipe on the Schubert Canal discharge on Avenue 7.
- Installed new 24” recorder pipe on the 24.2 Canal on Avenue 10 ½. and Road 25 ½.
- Installed new 24” recorder pipe on the 6.2-9.2 Canal at Avenue 8 and Road 31 ½.
- Installed new 24” recorder pipe on the 24.2-13.2 Canal at Avenue 16 and Road 20 ½.
- Schmitz Canal North of Avenue 12 de-sanded canal crossing box.
- 24.2-13.2 Canal Head cleaned up homeless encampments along canal.
- Repaired canal fences on the 24.2-13.2 Canal.
- Madera Lake road holes repaired with cold patch asphalt.

Pipeline Leaks Repaired

- Repaired 3 leaks on the Hospital Lateral on Avenue 15.



New Electrical Panel Diesel Tank



Madera Lake Entrance Road Repaired



16.9 Canal Cleaning



Poured Five Pre-Fab Turnout Boxes In Yard



6.2-9.2 Reducing Turnout Pipe Size



Clean-up Along the 24.2 Canal

Operation Crews

- Cleaning and weeding throughout their systems.
- Operating mowers throughout the system.

Motor Grading, Sloping and Mowing

- North District- 9.9-2.0, 32-9.9, 32.2-10, 32.2-13.2, Lateral 32.2-10.2, Dixieland Canal.
- South District- Linville, Burgess, Hughes, Schmitz.



Chemical Usage

- Round-up 350 gallons.
- Cheetah Pro 277 gallons.
- Brandt Seed Oil Surfactant 165 gallons.
- Kaput Bait- Rodent Control 125 Lbs.

Shop Report

- 5 Vehicles Serviced.
- 6 Vehicles Repaired
- 10 Heavy Equipment Repaired.
- 3 Heavy Trucks Repaired

Dot Inspections

- 1-19 Western Star Dump Truck
- 1-21 Kenworth Water Truck
- 7-16 F-550 Maintenance Truck
- 12-11 F350 Spray Truck Flat Bed
- 6-10 F-350 Spray Truck

- 7-11 F-350 Temp Service Truck
- 11-16 Interstate Backhoe Trailer

Madera Canal Report

- Syphon #3 8" Drainage Valve



Old 8" Valve Removed dated 1940



New 8" Valve



Sikaflex Sealant Applied Siphon Joints



Sikaflex Applied Concrete Panels

Madera Canal Bank Seepage Repairs West of Dry Creek





Sikaflex The Downstream Side of Siphon #3

AGENDA ITEM 5a.

Madera Irrigation District Project Naming Contest Entry Form

Submit the completed Entry Form and the Assignment & Release Form by email with the words "MID Project Naming Contest" in the subject line to asandoval@madera-id.org. Entries may also be submitted via US mail or in person to:

Andrea Sandoval
Madera Irrigation District
12152 Road 28 1/4
Madera, CA 93637

RECEIVED
SEP 12 2021
MADERA IRRIGATION DIST

Participant Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Proposed Name: Tierra de Madera

Explain why MID should choose this name (use additional pages if necessary): _____

This name states simply that the property belongs to Madera. The Spanish translation is a reference to our significant Mexican population, and also creates a nice-sounding rhyme.

Age if under 18: _____

Parent or Guardian Name: _____

(minor under the age of 18)

Signature: _____

(Contestant signature or parent/guardian signature if contestant is a minor under the age of 18)

Deadline for submission(s) is Monday, September 13, 2021 at 4:00 p.m.

Please Note: All signatures must be handwritten. No electronic signatures will be accepted.

Madera Irrigation District Project Naming Contest Entry Form

Submit the completed Entry Form and the Assignment & Release Form by email with the words "MID Project Naming Contest" in the subject line to asandoval@madera-id.org. Entries may also be submitted via US mail or in person to:

RECEIVED

SEP 12 2021

MADERA IRRIGATION DIST

Andrea Sandoval
Madera Irrigation District
12152 Road 28 1/4
Madera, CA 93637

Participant Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Proposed Name: Corazón de la Tierra

Explain why MID should choose this name (use additional pages if necessary): _____

This name pays homage to the fact that Madera is the heart of California. While I know the property is not in the center of Madera, it is nonetheless an important piece of our history (and future). The Spanish translation ~~acknowledges~~ acknowledges our rich and vibrant Mexican population.

Age if under 18: _____

Parent or Guardian Name: _____

(If contestant is a minor under the age of 18)

Signature: _____

(Contestant signature or parent/guardian signature if contestant is a minor under the age of 18)

Deadline for submission(s) is Monday, September 13, 2021 at 4:00 p.m.

Please Note: All signatures must be handwritten. No electronic signatures will be accepted.

Madera Irrigation District Project Naming Contest Entry Form

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Andrea Sandoval
Madera Irrigation District
12152 Road 28 1/4
Madera, CA 93637

RECEIVED
SEP 13 2021
MADERA IRRIGATION DIST

Participant Name: [Redacted]

Address: [Redacted]

Phone Number: [Redacted]

E-mail Address: [Redacted]

Proposed Name: Madera Resource Conservation Range

Explain why MID should choose this name (use additional pages if necessary): _____

Age if under 18: [Redacted]

Parent or Guardian Name: [Redacted]

Signature: [Redacted] (Contestant signature or parent/guardian signature if contestant is a minor under the age of 18)

Deadline for submission(s) is Monday, September 13, 2021 at 4:00 p.m.

Please Note: All signatures must be handwritten. No electronic signatures will be accepted.



MID Naming Contest Entry

I believe the new name for the Madera Ranch should be Madera Resource Conservation Range. It starts with Madera because it is in Madera. The reason for Resource is because of several native species in the area, lack of pollution, and clean groundwater. Because the area is a native habitat, no houses or farms are fighting for the air, water, and other resources. We can treat the area well, making it a Conservation project. The area is also the last flat native range in Madera County and the valley, thus, Range.

Madera Irrigation District Project Naming Contest Entry Form

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Andrea Sandoval
Madera Irrigation District
12152 Road 28 ¼
Madera, CA 93637

RECEIVED
SEP 13 2021
MADERA IRRIGATION DIST

Participant Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Proposed Name: Pasto Seco

Explain why MID should choose this name (use additional pages if necessary): _____

Pasto Seco (Spanish) translates to dry grassland. Considering that the area is now primarily used as grazing and dry, it would appear appropriate. In addition, it pays tribute to the region's history considering that CA was once part of Mexico and Spanish was the predominate language and is similar to the names of our communities (i.e., La Vina, Madera, etc.)

Age if under 18: _____

Parent or Guardian Name: _____

Signature: _____
(Contestant signature or parent/guardian signature if contestant is a minor under the age of 18)

Deadline for submission(s) is Monday, September 13, 2021 at 4:00 p.m.

Please Note: All signatures must be handwritten. No electronic signatures will be accepted.

RECEIVED

SEP 03 2021

Madera Irrigation District Project Naming Contest Entry Form

MADERA IRRIGATION DIST

Submit the completed Entry Form and the Assignment & Release Form by email with the words "MID Project Naming Contest" in the subject line to asandoval@madera-id.org. Entries may also be submitted via US mail or in person to:

Andrea Sandoval
Madera Irrigation District
12152 Road 28 ¼
Madera, CA 93637

Participant Name:

Address:

Phone Number:

E-mail Address:

Proposed Name:

"GRASSLAND SOLITUDE"

Explain why MID should choose this name (use additional pages if necessary):

WHY- BECAUSE ITS A PEACEFUL,
TRANQUIL GRASSLAND.

A PERSON MIGHT FEEL LIKE THEY
ARE A HUNDRED MILES AWAY ENJOYING
A BEAUTIFUL SUNRISE OR SUNSET.

Age if under 18:

Parent or Guardian Name:

Signature

(Contestant signature or parent/guardian signature if contestant is a minor under the age of 18)

Deadline for submission(s) is Monday, September 13, 2021 at 4:00 p.m.

Please Note: All signatures must be handwritten. No electronic signatures will be accepted.

Madera Irrigation District Project Naming Contest Entry Form

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Andrea Sandoval
Madera Irrigation District
12152 Road 28 ¼
Madera, CA 93637

RECEIVED

SEP 03 2021

MADERA IRRIGATION DIST

Participant Name: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

E-mail Address: [REDACTED]

Proposed Name: "MADERA PIADERA" "PIADERA MADERA"
"LA PIADERA DE MADERA" "

Explain why MID should choose this name (use additional pages if necessary): _____

PIADERA - SPANISH FOR GRASSLAND
HISPANIC NAME FOR WHAT
IT IS.

MADERA GRASSLAND

Age if under 18: _____

Parent or Guardian Name: _____

Signature [REDACTED]

(Contestant signature or parent/guardian signature if contestant is a minor under the age of 18)

Deadline for submission(s) is Monday, September 13, 2021 at 4:00 p.m.

Please Note: All signatures must be handwritten. No electronic signatures will be accepted.

Madera Irrigation District Project Naming Contest Entry Form

Submit the completed Entry Form and the Assignment & Release Form by email with the words "MID Project Naming Contest" in the subject line to asandoval@madera-id.org. Entries may also be submitted via US mail or in person to:

Andrea Sandoval
Madera Irrigation District
12152 Road 28 1/4
Madera, CA 93637

RECEIVED
SEP 12 2021
MADERA IRRIGATION DIST

Participant Name: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

E-mail Address: [REDACTED]

Proposed Name: Reflection Ranch

Explain why MID should choose this name (use additional pages if necessary):

I think they should choose me because they talked about reflecting the community. Reflection Ranch would be the perfect name! It would help people of the community look at where Madera has been in the past, present and future. It's reflective. Also you can see the reflection in water.

Age if under 18: [REDACTED]

Parent or Guardian Name: [REDACTED]
(If contestant is a minor under the age of 18)

Signature: [REDACTED]
(Contestant signature or parent/guardian signature if contestant is a minor under the age of 18)

Deadline for submission(s) is Monday, September 13, 2021 at 4:00 p.m.

Please Note: All signatures must be handwritten. No electronic signatures will be accepted.

Madera Irrigation District Project Naming Contest Entry Form

Submit the completed Entry Form and the Assignment & Release Form by email with the words "MID Project Naming Contest" in the subject line to asandoval@madera-id.org. Entries may also be submitted via US mail or in person to:

Andrea Sandoval
Madera Irrigation District
12152 Road 28 1/4
Madera, CA 93637

RECEIVED
AUG 25 2021
MADERA IRRIGATION DIST

Participant Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Proposed Name: AGUA VIVAS

Explain why MID should choose this name (use additional pages if necessary): _____

"Agua Vivas" is Spanish for "living water." The water infrastructure of Madera County provides "living water" to the San Joaquin Valley. It is water for people to drink & water that irrigates the valleys crops, etc. Water is life!

Age if under 18: _____

Parent or Guardian Name: _____

(If contestant is a minor under the age of 18)

Signature: _____

(Contestant signature or parent/guardian signature if contestant is a minor under the age of 18)

Deadline for submission(s) is Monday, September 13, 2021 at 4:00 p.m.

Please Note: All signatures must be handwritten. No electronic signatures will be accepted.

Madera Irrigation District Project Naming Contest Entry Form

Submit the completed Entry Form and the Assignment & Release Form by email with the words "MID Project Naming Contest" in the subject line to asandoval@madera-id.org. Entries may also be submitted via US mail or in person to:

Andrea Sandoval
Madera Irrigation District
12152 Road 28 ¼
Madera, CA 93637

Participant Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Proposed Name: EL CORAZON

Explain why MID should choose this name (use additional pages if necessary): _____

"El Corazon" is Spanish for "the heart."
I understand that Madera is known as
"the heart of California" because it is
situated in the center of our great state.
Maybe its time we recognized that fact
with an appropriate name (title)

Age if under 18: _____

Parent or Guardian Name: _____

Signature _____

Deadline for submission(s) is Monday, September 13, 2021 at 4:00 p.m.

Please Note: All signatures must be handwritten. No electronic signatures will be accepted.

RECEIVED

SEP 09 2021

Madera Irrigation District Project Naming Contest Entry Form **MADERA IRRIGATION DIST**

Submit the completed Entry Form and the Assignment & Release Form by email with the words "MID Project Naming Contest" in the subject line to asandoval@madera-id.org. Entries may also be submitted via US mail or in person to:

Andrea Sandoval
Madera Irrigation District
12152 Road 28 ¼
Madera, CA 93637

Participant Name: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

E-mail Address: [REDACTED]

Proposed Name:

BADGER FLATS

Explain why MID should choose this name (use additional pages if necessary):

I HAVE BEEN DRIVING PAST THIS
PROPERTY EVERY DAY SINCE 1978. THE
ONLY THINGS THAT SEEM TO SURVIVE ARE
THE BADGERS & THE SQUIRRELS

Age if under 18:

Parent or Guardian Name: [REDACTED]

a minor under the age of 18)

Signature: [REDACTED]

(Contestant signature/or parent/guardian signature if contestant is a minor under the age of 18)

Deadline for submission(s) is Monday, September 13, 2021 at 4:00 p.m.

Please Note: All signatures must be handwritten. No electronic signatures will be accepted.

AGENDA ITEM 6a.

**OCTOBER 19, 2021
RESOLUTION NO. 2021-22**

**RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
APPROVING MADERA LAKE LEASE AGREEMENT WITH
HOURET CATTLE CO., INC. AND DIAMOND RING LIVESTOCK**

RESOLVED by the Board of Directors of the Madera Irrigation District (“District”), at a regular meeting duly called and held on October 19, 2021, at the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, the District is the owner of that certain real property situated in an unincorporated area of the County of Madera, State of California, consisting of approximately 1,069 acres more particularly described as Madera Lake (the “Subject Property”), which the District owns; and

WHEREAS, the District circulated a Request for Proposals to the public for interested parties to submit proposals to lease the Subject Property for cattle grazing purposes; and

WHEREAS, the District received several responses to the Request for Proposals, with the highest bid being submitted by Houret Cattle Co., Inc. and Diamond Ring Livestock (“Lessee”); and

WHEREAS, the District desires and intends to enter into a Lease Agreement with Lessee, as the high bidder, a copy of which is attached hereto as Exhibit “A”, under which Lessee will use portions of the Subject Property solely for cattle grazing purposes.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District, that the facts contained in the recitals above are true and correct and that the Board hereby approves the proposed Madera Lake Lease Agreement with Houret Cattle Co., Inc. and Diamond Ring Livestock, a copy of which is attached hereto as Exhibit “A,” and authorizes General Manager Thomas Greci to execute the Madera Lake Lease Agreement subject to such reasonable modifications, revisions, additions and deletions as he may approve prior to execution, and any other documentation necessary to effectuate the Agreement, said execution to provide conclusive evidence of such approval.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Madera Irrigation District, at a regular meeting of the Board held on the 19th October 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Erickson, President

ATTEST: _____
Carl Janzen, Director

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-22 adopted October 19, 2021.

Andrea Kwock Sandoval, Secretary

**MADERA IRRIGATION DISTRICT
LAKE MADERA GRAZING LEASE AGREEMENT**

This Lake Madera Grazing Lease Agreement (the “*Lease Agreement*”) is made effective this ___ day of October 2021 (the “*Effective Date*”) between Madera Irrigation District, an irrigation district organized under the California Irrigation District Law, Section 20500 *et seq.* of the California Water Code (“*Lessor*”), and Houret Cattle Co., Inc. and Diamond Ring Livestock (collectively, “*Lessee*”). Lessor and Lessee are sometimes collectively referred to in this Agreement as the “*Parties*,” and individually as a “*Party*.”

RECITALS

WHEREAS Lessor is the owner of that certain real property situated in an unincorporated area of the County of Madera, State of California, consisting of approximately 1,069 acres more particularly described in Exhibit “A,” attached hereto and incorporated herein by this reference, (collectively, the “*Subject Property*”). The Subject Property is depicted on the map attached hereto as Exhibit “B.”

WHEREAS the Parties desire and intend to enter into Lease Agreement under which Lessee will use portions of the Subject Property solely for cattle grazing purposes, subject to the terms and conditions more particularly described herein.

NOW, THEREFORE, in consideration of the terms, covenants, and obligations set forth in this Lease Agreement, Lessor hereby agrees to lease the Subject Property to Lessee for the purposes and subject to the terms and conditions set forth below.

AGREEMENT

A. Lease, Term, and Rent.

1. Lease. Lessor leases the Subject Property to Lessee throughout the Term for the use set forth in Section B below, subject to Lessor’s reservation of an exclusive right to use and maintain (i) the existing dam and reservoir located on the Subject Property; (ii) any irrigation facilities (including without limitation ditches, canals, and other facilities) used in connection with the operation and maintenance of the dam and reservoir; and (iii) Lessor’s continuing right to enter on the Subject Property at any and all times without prior notice to Lessee.

2. Term. The term of this Lease Agreement shall commence on January 1, 2022, and shall terminate December 31, 2026 (the “*Term*”).

a. *Potential Option to Extend Term.* Lessor, at its sole and absolute discretion, may provide Lessee with an option to extend the Term of this Lease Agreement to December 31, 2031, under the same terms and conditions, by providing Notice of such option to Lessee on or before August 1, 2026. If Lessee provides Notice to Lessor accepting such extension on or before September 1, 2026, the Term shall be extended to December 31, 2031, at which time this Lease Agreement shall terminate.

b. *Termination at End of Term.* This Lease Agreement shall terminate without further notice or action by either Party upon the expiration of the Term set forth in this Section A(2).

c. *Early Termination By Lessor.* At any time during the Term, or any extension thereof, Lessor may terminate all or any portion of this Lease Agreement by providing Lessee ninety (90) days written Notice of such termination, in which case the Lease Agreement (or portion thereof specified in the Notice) shall terminate effective ninety (90) days from the date of such Notice. In the event Lessor terminates the Lease Agreement under this Section A(2)(c), the rent paid by Lessee under Section A(3) shall be prorated on the basis of Lessor's actual occupancy of the Subject Property terminated, with potential prorations for reduction in acreage leased (to the extent the area leased within the Subject Property is reduced) and/or the timing of such termination, whichever is applicable.

d. *Holding Over.* Any holding over by Lessee after the expiration of the Term shall not constitute a renewal of this Lease or give Lessee any rights hereunder in or to the Subject Property. Lessee waives the provisions of Section 1161(2) of the California Code of Civil Procedure regarding the right to hold over in certain circumstances on agricultural lands.

3. Rent. For use of the Subject Property in accordance with the terms of this Lease Agreement, Lessee shall pay an annual rate listed below, prorated for any partial year. Payment of the rental amount shall be made by Lessee to Lessor at the address stated below in Section V(2). Any rent not paid on or before that amount is due shall bear interest at the rate of twelve (12%) percent per annum (or the maximum rate permitted by applicable law, if less). The rent paid under this Section is due on the following dates and in the following amounts:

<u>Amount:</u>	<u>Due Date:</u>
\$50,500	Effective Date [annual rent for 1/1/2022 through 12/31/2022]
\$50,500	12/31/2022 [annual rent for 1/1/2023 through 12/31/2023]
\$50,500	12/31/2023 [annual rent for 1/1/2024 through 12/31/2024]
\$50,500	12/31/2024 [annual rent for 1/1/2025 through 12/31/2025]
\$50,500	12/31/2025 [annual rent for 1/1/2026 through 12/31/2026]

If the Term is Extended Through December 31, 2031 Under Section A(2)(a):

<u>Amount:</u>	<u>Due Date:</u>
\$50,500	12/31/2026 [annual rent for 1/1/2027 through 12/31/2027]
\$50,500	12/31/2027 [annual rent for 1/1/2028 through 12/31/2028]
\$50,500	12/31/2028 [annual rent for 1/1/2029 through 12/31/2029]
\$50,500	12/31/2029 [annual rent for 1/1/2030 through 12/31/2030]
\$50,500	12/31/2030 [annual rent for 1/1/2031 through 12/31/2031]

B. Use of Subject Property By Lessee.

1. Permissible Use of Subject Property. Lessees may use the Subject Property solely for the grazing of cattle, and for no other purpose. All operations incident to this Lease Agreement shall be carried on according to the best course of animal husbandry practiced in the County of Madera, subject to specific limitations enumerated in this Lease Agreement.

2. Use of Existing Wells and Related Irrigation Equipment. Lessee may use any existing wells and related irrigation equipment for the sole purpose of providing water to the Subject Property to facilitate Lessee's grazing of cattle on the Subject Property. Lessee may use such water from existing wells as may be available therefrom.

a. Lessee expressly acknowledges that: (1) Lessor makes no warranty, and that no warranty shall be implied by reason of any term of this Lease Agreement, concerning the availability, quality or sufficiency of water for use upon the Subject Property; (2) Lessor has not made any warranty concerning the sufficiency of any wells or any other irrigation equipment for provision of water on the Subject Property; and (3) Lessee shall be solely responsible for the costs of and compliance with the Sustainable Groundwater Management Act (AB 1739, SB 1319 and SB 1168).

3. Costs and Expenses Associated With Lessee's Use of the Subject Property. All costs and expenses associated with Lessee's activities under this Lease Agreement shall be borne by Lessee, including but not limited to any power bills and other charges from Pacific Gas & Electric associated with Lessee's use of wells and related irrigation equipment under Section B(2).

4. Compliance With Applicable Laws. Lessee agrees to observe all federal, state, and local laws applicable to the Subject Property.

C. Maintenance of Subject Property. Except as otherwise provided in this Section C, Lessee shall not construct any improvements, including roads, basins, signs, or other structures, appurtenances or improvements without prior written consent of the Lessor which may be withheld in Lessor's sole discretion.

1. Maintenance of Wells, Pumps, and Irrigation Equipment. Lessee shall, at its own cost and expense, service and maintain in as good condition and repair as they exist on the Effective Date, any and all wells, pumps, and irrigation equipment now situated on or serving the Subject Property. All water troughs and piping thereto is the responsibility of the Lessee. Lessor shall be under no obligation to make any repairs and shall not be responsible under this Lease Agreement nor be liable for: (a) any failure or shortage of water serving the Subject Property, or (2) the flooding of the Subject Property from any cause whatsoever. All improvements made to the Subject Property shall become the property of Lessor free of cost to Lessor at the expiration of the Term.

2. Fencing and Perimeter Gates. Lessee shall maintain, repair or replace existing fencing on the Subject Property as to keep the same in good condition and repair to prevent

livestock from escaping the Subject Property. Lessee shall have the right to install interior fencing and remove the same no later than the end of the Term. Any interior fencing not removed by the end of the Term shall become the property of Lessor. Perimeter gates must be locked at all times. Lessee shall immediately provide Lessor a key or other means of immediate entry for any gate or lock installed by Lessee on or within the Subject Property.

3. Firebreaks. Lessee shall maintain a safe firebreak around the perimeter of the Subject Property at all times including any other area(s) needed on the Subject Property as may be determined by Lessor, in Lessor's sole and absolute discretion. No burning is allowed on the Subject Property for any purpose without prior written consent of the Lessor. Lessee shall reimburse to Lessor any firefighting costs incurred by the Lessor for extinguishing any fire resulting from any use of said Subject Property by Lessee, or any servant, employee, agent, or invitee.

D. Prohibited Uses. In no event shall Lessee use the Subject Property in any manner which would, in Lessor's opinion, have an adverse effect on (i) the use of the Subject Property, or (ii) the present condition of the Subject Property. Violation of the terms of this Section D shall be considered a material breach(es) under this Lease Agreement entitling Lessor to immediately terminate the Lease Agreement and all rights granted to Lessee hereunder shall immediately terminate. Such prohibited uses include, but are not limited to, the following:

1. No Hunting or Trespassing. Hunting on the Subject Property is not permitted under any circumstances by any person, including but not limited to Lessee; Lessee's employees, agents, consultants, guests, or invitees; or members of the public. Possession or use of any firearm within the boundaries of the Subject Property by any person is prohibited, unless it is required in the course of normal cattle grazing operations. Lessee agrees to actively and strictly enforce all restrictions on hunting and trespassing, as provided hereunder.

2. Off-Road Vehicles. The use of (i) off road vehicles, except in the course of the Lessee permissible grazing operations under this Lease Agreement, and/or (ii) boating or watercraft, are not permitted under any circumstances by any person, including but not limited to Lessee; Lessee's employees, agents or consultants; guests; or members of the public. Lessee agrees to actively and strictly enforce all restrictions on off-road vehicles and boating, as provided hereunder.

3. Dam. Neither Lessee nor Lessee's employees, agents consultants, guests, or invitees may enter upon the dam located on the Subject Property.

4. Other Prohibited Uses. Other uses expressly prohibited under this Lease Agreement include, without limitation, the dumping of any trash, refuse, or other offensive material; the use of herbicides, biocides, or other agrichemicals; the cutting of any trees; fishing; grading, filling, excavation or removal of sand or other materials; mineral exploration or extraction; farming, rip-rapping or other manipulation, diversion or other alteration of natural water resources, wetlands or other bodies of water; any activities which may destabilize any of Lessor's facilities, or any course of body of water; and any uses or activities that would pollute, degrade or drain the Subject Property or the any surface or subsurface waters on or connected to the Subject Property.

E. Removal of Livestock from Other Lands. Lessee agrees to immediately remove any livestock from any lands not subject to this Lease Agreement. Lessee shall correct or repair, at Lessee's sole cost and expense, all defects in or damages to the Subject Property, and any lands not subject to this Lease Agreement that may be caused by Lessee's activities on such property, whether or not such activities are permitted under this Lease Agreement. Nothing in this Section shall be construed as prohibiting Lessee from performing grazing activities on lands adjacent to the Subject Property, so long as Lessee has a valid written grazing agreement the owner(s) of any such adjacent lands.

F. Use of Subject Property By Lessor.

1. Access to Subject Property By Lessor. Lessor, and its guests, employees, contractors, and invitees shall have access at any and all times to all of the Subject Property for any purpose, at any time, and in any manner that does not substantially interfere with Lessee's use of the Subject Property for grazing cattle. Lessor or its agents may also perform construction, investigations, monitoring and testing on the Subject Property.

2. Access By Certain Third-Parties. The Bureau of Reclamation, Pacific Gas and Electric Company, and other third-parties, may have rights to enter the Subject Property. Lessee agrees to comply with all terms of any third-party agreements. In the event Lessee fails to so comply, Lessor has the right to terminate this Lease Agreement, and to reenter and take possession of the Subject Property.

3. Use of Reservoir By Lessor. In addition to any and all other rights reserved under this Lease Agreement, Lessor reserves the right to use the onsite reservoir (or "Lake") for the conveyance and storage of water, which at Lessor's discretion may be re-regulated or percolated. Water levels in the reservoir may be as little as zero, or as high as the level of operational spill. The reservoir, when full, encompasses an area within the Subject Property of approximately three hundred (300) acres, which Lessee acknowledges may reduce the amount of land available to Lessee for grazing activities. Lessor's utilization of the reservoir shall in no way affect or reduce the amount of rent paid by Lessee, or any other obligation of Lessee under this Lease Agreement.

G. Default and Termination.

1. Default. The occurrence of any of the following shall constitute a default and breach of this Lease by Lessee: (i) Lessee defaults in the payment of the rent, and such default is not cured within ten (10) days after written notice thereof from Lessor; (ii) Lessee uses the Subject Property in a manner otherwise inconsistent with the provisions of this Lease Agreement; (iii) Lessee shall fail to perform or observe any other term hereof to be performed or observed by Lessee; (iv) Lessee shall become insolvent or file or have filed against it a proceeding in bankruptcy, or shall abandon the Subject Property, or if this Lease Agreement or any estate or interest of Lessee hereunder shall be levied upon under any attachment or execution which is not vacated within ten (10) days; or (v) Lessee fails to remove, pursuant to Section E above, any livestock that may encroach onto lands which are not to be grazed pursuant to this Lease Agreement.

2. Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach; terminate Lessee's right to possession by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Subject Property to Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including without limitation the following; (i) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform his obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus (v) at Lessor's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law. Upon any such re-entry Lessor shall have the right to make any reasonable repairs, alterations or modifications to the Premises which Lessor in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum from the date of default. As used in (ii) and (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the U.S. Federal Reserve Bank at the time of award plus one percent (1%). The term "rent", as used in this Section G(2) shall be deemed to be the rent to be paid pursuant to Section A(3) and all other monetary sums required to be paid by Lessee pursuant to the terms of this Lease Agreement.

3. Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting expenses. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within ten (10) days after such amount shall be due, Lessee shall pay to Lessor a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs that Lessor would incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amounts, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

H. Assignment.

1. Assignment By Lessor and Lessor's Liability. In the event of any conveyance of title to the Subject Property, Lessor may assign this Lease Agreement to the new owner of the Subject Property. The term "Lessor," as used in this Lease Agreement, means only the owner or owners of the Subject Property at the time in question. In the event of any conveyance of title to the Subject Property, then from and after the date of such conveyance, the transferor

Lessor shall be relieved of any and all liability with respect to Lessor's obligations to be performed under this Lease Agreement after the date of such conveyance.

2. Assignment By Lessee. Lessee shall not assign this Lease Agreement, or any of the rights or obligations under this Lease Agreement, without the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion. Any attempted assignment in violation of the provisions of this Section shall be void *ad initio*. Subject to the foregoing, this Lease Agreement shall be binding upon the heirs, administrators, successors and assigns of Lessee.

I. Insurance.

1. Coverage – Coverage should be at least as broad as:

a. **General Liability** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including property damage, bodily injury and personal & advertising injury with limits of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If Commercial General Liability Insurance or other form with a general aggregate limit, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to Lessor) or the general aggregate limit shall be twice the required occurrence limit.

b. **Workers' Compensation Insurance** - The Lessee shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Lessor, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency, but this provision applies regardless of whether or not the Lessor has received a waiver of subrogation from the insurer.

2. If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Lessor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lessor.

3. Required Provisions - The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:

a. **Additional Insured Status:** Lessor, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 01 or CG 20 11) as respects: liability arising out of the use of the facilities, work or activities performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations, and automobiles owned, leased, hired or borrowed by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to Lessor, its directors, officers, employees, and authorized volunteers.

b. **Primary Coverage:** For any claims related to this facilities use, the Lessee's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Lessor, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Lessor, its directors, officers, employees, and authorized volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

4. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Lessor.

5. **Acceptability of Insurers -** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by Lessor.

6. The Lessee agrees and he/she will comply with such provisions before commencing the Lease. All of the insurance shall be provided on policy forms and through companies satisfactory to Lessor. The Lessor reserves the right to obtain complete, certified copies of all required insurance policies, including declaration page. Failure to continually satisfy the Insurance requirements is a material breach of contract.

J. **Costs and Expenses; Risk of Loss.** All expenses of every nature and character whatsoever incurred by Lessee in and about the Subject Property, including, but not limited to, all taxes levied on Lessee's activities under this Lease Agreement, all ranching operations, maintenance, repairs, improvements, utility and water charges, assessments and standby charges as well as the cost of insurance and any employee-related expenses and all costs incurred by Lessee in complying with the terms of this Lease Agreement shall be borne and paid for exclusively by Lessee. Lessee shall bear the full risk of any loss or damage to persons or properties, including loss of or damage to Lessee's property and livestock, sustained on the Subject Property. Lessee also agrees to indemnify and defend the Lessor against and to hold the Lessor harmless from any and all claims, expenses, or liabilities including but not limited to attorneys' fees and litigation costs, arising out of or in connection with this Lease Agreement.

K. **Possessory Interest Tax.** Lessor specifically calls to Lessee's attention the fact that this Lease Agreement may create a possessory interest subject to property taxation, and Lessee may be subject to property tax levied on such interest payable to the County of Madera. Lessee alone shall be responsible to pay such tax. If the right is given to pay any of the taxes, assessments or other impositions which Lessee is herein obligated to pay either in one sum or in installments, Lessee may elect either mode of payment. The Parties agree that this section provides the notice required by California Revenue and Taxation Code section 107.6.

L. **Hazardous Substances.** The use of biocides, herbicides, insecticides, or other agrichemicals is prohibited unless Lessee receives the prior written approval of Lessor, which approval may be withheld in the Lessor's sole discretion. Lessee shall not use or permit the Subject Property to be used in any manner for the production, storage, recycling or disposal of any hazardous or toxic substance, waste or other materials. Lessee further agrees not to bring onto the Subject Property or allow to be brought onto the Subject Property tanks, either under or above ground, that contain any of the materials listed above or petroleum-based product, nor any material containing or producing any polychlorinated biphenyls, dioxins, or asbestos. All such chemicals

or substances which Lessee may apply or allow to be applied to the Subject Property shall be used and applied at Lessee's sole cost, risk and liability, and Lessee does hereby agree to indemnify and defend, hold and save the Lessor free, clear and harmless of, from and against any and all claims, demands, damages or liabilities including but not limited to attorneys' fees and litigation costs which in any manner arise out of or result from any use or application of any of such substances.

M. Conflict of Interest.

1. Lessee represents that it is familiar with Sections 1090, *et seq.*, and Section, 87100, *et seq.*, of the California Government Code, and that it does not know of any facts that constitute a violation of said sections. If, following execution of this Lease Agreement, Lessee becomes aware of any such facts, whether presently existing or after-arising, Lessee shall promptly inform Lessor of same, along with a proposal for remedying the violation. Lessor may determine whether the proposal, or any other proposed resolution, is satisfactory, in its sole discretion.

2. Lessee represents that it has completely disclosed to Lessor, and if applicable will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which Lessee believes any member of Lessor, or other officer, agent or employee of Lessor or any department presently has, or will have, in this Lease Agreement, or in the performance thereof, or in any portion of the profits thereunder. The failure to make such disclosure, if any, shall constitute grounds for termination of this Lease Agreement by Lessor for cause.

3. Lessee covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Lease Agreement. Without limitation, Lessee represents to and agrees with Lessor that Lessee has no present, and will have no future, conflict of interest associated with leasing the Subject Property. The provisions of this section shall remain fully effective indefinitely after the Term.

N. Disclosure/Acknowledgment. Entering onto the Subject Property, much of which is undeveloped and is rural in nature, presents various dangers and hazards to Lessee. The list of dangerous conditions below serves to warn Lessee, and make Lessee aware, appreciate and understand that dangerous conditions, risks and hazards exist on the Subject Property, both obvious and latent, both natural and man-made. By signing this agreement and entering onto the Subject Property, Lessee accepts the condition of the Subject Property and acknowledges and accepts that entering onto the Subject Property has inherent risks, hazards and dangers, most of which cannot be eliminated and which cannot all be listed herein. Those risks, hazards and dangers potentially include, but are not limited to:

1. **Wildlife.** Animals, reptiles and insects, some of which are poisonous.

2. **Geography and Weather.** Uneven ground, holes, caves, cliffs, crumbling or loose soil, rocks, ditches, uneven roads, muddy spots and man-made changes to the terrain. Standing, running, detained and deep water. Sharp brush and branches. Exposure to cold, heat, rain, sun, flooding, lightening, and strong winds.

3. Flooding and Releases of Water onto the Subject Property. The Subject Property may from time to time, and without notice, be flooded or inundated as a result of releases into the reservoir, rain events, flood flows, or the normal operation of Lessor's dam, reservoir, and/or irrigation system.

4. Improvements. Water, irrigation, oil and gas, and electric lines, pumps, agricultural and farm improvements and implements, water tanks, wires, fences and cattle guards.

5. Infectious Fungus. The Subject Property is located in the San Joaquin Valley, an area where Coccidioidomycosis (also known as "Valley Fever") is endemic. Coccidioidomycosis is caused by a fungus called Coccidioides Immitis, which lives in the soil and can become airborne and travel significant distances in the wind. Given the location of the Subject Property, it is possible that while on the Subject Property you may be exposed to Coccidioides Immitis (and potentially contract Coccidioidomycosis), either through disturbance of the soil on the Property or through winds carrying Coccidioides onto the Subject Property. Lessee agrees to provide a copy of Exhibit "C" ("Valley Fever Fact Sheet & Acknowledgment") to all employees and agents of Lessee. Lessee further agrees that it will obtain signed copies of the Valley Fever Acknowledgement from all of Lessees' employees and agents who may enter onto the Subject Property.

O. Assumption of Risk. With full knowledge of the risks, dangers and hazards noted above, both generally and specifically, including the negligence of Lessor, which could result in injury, death, illness or disease, or harm to the property, Lessee knowingly and freely assumes all such risk and danger of injury (to Lessee and Lessee's property) or death associated with Lessee's entry onto the Subject Property. Lessee also acknowledges that it is Lessee's responsibility, not that of Lessor, to protect itself (and its employees and property), and prevent Lessee's exposure to all such risks, hazards and dangers.

P. Release/Waiver of Claims. Lessee hereby releases and waives any suits, cause of action, claims, liabilities, penalties, or demands of any nature whatsoever against Lessor, including but not limited to, a claim of negligence, which Lessee, Lessee's heirs, representatives, executors, administrators, and assigns may now have, or have in the future against Lessor, on account of or attributable to personal injury, property damage, death, or accident of any kind, arising out of or in any way related to the Lessee's entering upon the Subject Property and all activities while on the Property, regardless of how the injury, accident, or damage is caused, whether that entry or activities is supervised or unsupervised, or whether the injury or damage is sustained due (in whole or in part) to the negligence of the Lessor; hidden, latent, or obvious defects; or any hazards encountered.

Lessee agrees to provide a copy of Exhibit "D" ("Disclosure-Assumption of Risk Agreement") to all employees and agents of Lessee. Lessee further agrees that it will obtain signed copies of the Disclosure-Assumption of Risk Agreement from all of Lessees' employees and agents who may enter onto the Subject Property.

Q. Indemnity/Hold Harmless. Lessee agrees to defend, indemnify, reimburse, and hold Lessor harmless from and against any and all (including Lessees' own) claims, losses, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees arising

therefrom, relating to Lessee's entry onto the Subject Property and any activities undertaken by Lessee while on the Subject Property.

R. Compliance With Laws. Lessee shall comply with all applicable laws and regulations of the United States, the State of California, the County of Madera, Madera Irrigation District, and any other governmental authority affecting or applicable to the Subject Property, at Lessee's sole cost and expense, and shall indemnify and defend and hold Lessor and the Subject Property harmless against and from all liens, claims, expenses or liabilities, including attorneys' fees and litigation costs, which may result from the failure, neglect or refusal of Lessee to comply with such laws and regulations.

S. No Warranty. Lessee understands that Lessor makes no warranty concerning the safety of the Subject Property and improvements for any purpose whatsoever and Lessee accepts the Subject Property in the condition it is now in, and acknowledges that Lessee knows the condition thereof and that no representations or warranties have been made to it with respect to the Subject Property or any part thereof. This Lease Agreement is subject to all easements, covenants, restrictions, conditions and other rights of record or otherwise.

T. Surrender. Lessee agrees, on the last day of the Term, or upon the sooner termination of this Lease, whichever occurs first, to surrender the Subject Property and the appurtenances thereto to the Lessor in the same condition as when received, except for (i) any reasonable use, wear, and damage by act of God or the elements or (ii) any acts or use by the Lessor, its guests, employees, contractors or invitees (other than Lessee).

U. Agents. Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees, or representatives of such person.

V. Other Provisions.

1. No Third-Party Beneficiaries. Unless expressly provided in this Lease Agreement, nothing in this Lease Agreement shall operate to confer rights or benefits on persons or entities not a party to this Lease Agreement.

2. Notice. Whether expressly so stated or not, all notices, demands, requests and other communications required or permitted by or provided for in this Agreement ("**Notice**") shall be given in writing to the Parties at their respective addresses set forth below, or at such other address as a Party shall designate for itself in writing in accordance with this Section:

For Lessor:

Madera Irrigation District
12152 Road 28¼
Madera, CA 93637
Attn: General Manager

For Lessee:

Tom Houret
Houret Cattle Co., Inc.
Diamond Ring Livestock
4637 Falcon Crest Way
Turlock, CA 95328

Notice may be transmitted (a) by personal delivery, (b) by delivery by messenger, express or air courier or similar courier, and (c) by delivery by United States first class certified or registered mail, postage prepaid. Except as otherwise provided in this Agreement, delivery or service of any Notice shall be deemed effective only upon receipt, and receipt shall be deemed to have occurred when the Notice was delivered to the specified address without regard to whether or not a representative of the addressee was present to receive the Notice; provided, any Notice delivered after 5:00 P.M. local time of place of receipt, or on a day other than a Business Day, shall be deemed received on the next succeeding Business Day.

3. Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Lease Agreement.

4. Authority to Execute.

a. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Lease Agreement and to bind each Party to the performance of its obligations hereunder.

b. Each individual executing this Lease Agreement hereby represents and warrants that he or she has the full power and authority to execute this Lease Agreement on behalf of the named Parties.

5. Attorneys' Fees. In the event that either Party shall institute proceedings to compel performance of, or to recover damages for, any breach of any provision of this Lease Agreement, the prevailing Party shall be entitled to recover all its costs of suit, including reasonable attorneys' fees.

6. Governing Law. Except if and when federal law is applicable, this Lease Agreement shall be construed and interpreted according to the laws of the State of California.

7. Entire Agreement. This Lease Agreement constitutes a single, integrated written contract expressing the entire agreement between the Parties, and contains the entire agreement and understanding about the subject matter described herein and in the Recitals. The Lease Agreement also supersedes and replaces all prior negotiations and agreements, whether written or oral, regarding the subject matter described herein and in the Recitals. The Parties acknowledge that no other Party hereto nor any of their legal counsel has made any promise, representation or warranty, express or implied, not contained in this Lease Agreement (or the exhibits hereto), and further acknowledge that no party has executed this Lease Agreement in reliance upon any promise, representation or warranty not set forth herein.

8. Amendment. This Lease Agreement may not be amended except by a subsequent writing signed by the Parties.

9. Severability. If any provision of this Lease Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) Promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, affects the intent of the parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Lease Agreement as maybe necessary in addition to and in conjunction with clause (a) about to give effect to the intent of the parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the perceiving sentence, and the intent of the Parties with respect to the essential terms of the Lease Agreement may be carried out without the invalid, illegal or unenforceable provision, the balance of this Lease Agreement shall not be affected, and this Lease Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision that do not exist.

10. Counterparts. This Lease Agreement may be signed and delivered in any number of counterparts, each of which when signed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

11. Recitals. The “Recitals” stated above are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement on the day and year first written above.

**LESSOR:
MADERA IRRIGATION DISTRICT**

By _____

Its _____

**LESSEE:
HOURET CATTLE CO., INC.**

By _____

Its _____

**LESSEE:
DIAMOND RING LIVESTOCK**

By _____

Its _____

AGENDA ITEM 6c.

**OCTOBER 19, 2021
RESOLUTION NO. 2021-23**

**RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
AUTHORIZATION FOR GENERAL MANAGER TO ACCEPT
U.S. BUREAU OF RECLAMATION LICENSES FOR ACCESS TO INSTALL, OPERATE, AND
MAINTAIN TEMPORARY AND PERMANENT FACILITIES ON BEHALF OF
MADERA IRRIGATION DISTRICT**

RESOLVED by the Board of Directors of the Madera Irrigation District (“District”), at a regular meeting duly called and held on October 19, 2021, at the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, the U.S. Bureau of Reclamation (“Reclamation”) acquired certain lands for the Madera Irrigation District distribution system, in connection with the Friant Division of the Central Valley Project; and

WHEREAS, the District is responsible for the operation and maintenance of the Madera Irrigation District distribution system; and

WHEREAS, at times, Licensees request permission for access to install, operate, and maintain temporary and/or permanent facilities along the Madera Irrigation District distribution system and Reclamation requires a License be accepted; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District that the facts contained in the recitals above are true and correct, and that the Board authorizes the General Manager to accept U.S. Bureau of Reclamation Licenses for Access to Install, Operate and Maintain Temporary and Permanent Facilities, subject to approval by the Bureau of Reclamation.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Madera Irrigation District, at a regular meeting of the Board held on the 19th October 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Erickson, President

ATTEST: _____
Carl Janzen, Director

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-23 adopted October 19, 2021.

Andrea Kwock Sandoval, Secretary

AGENDA ITEM 6d.

**OCTOBER 19, 2021
RESOLUTION NO. 2021-24**

**RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
2022 UNITED STATES BUREAU OF RECLAMATION WATERSMART GRANT**

RESOLVED by the Board of Directors of the Madera Irrigation District (“District”), at a regular meeting duly called and held on October 19, 2021, at the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, the Madera Irrigation District is in the process of applying for the 2022 United States Bureau of Reclamation (“USBR”) WaterSMART Grant for financial assistance for water conservation and improved water management; and

WHEREAS, the project includes the replacement of manual gates with automated control gates which have remote sensing, flow monitoring, and flow control capabilities. Additionally, meters will be installed to better monitor and measure flow within the District’s system (the “Project”); and

WHEREAS, the Project’s goals of water conservation and improved water management will be achieved through funding of this grant and installation of these improvements; and

WHEREAS, the Madera Irrigation District Board of Directors has reviewed and supports applying for the grant; and

WHEREAS, the District is seeking USBR grant funds in the amount up to \$250,000; and

WHEREAS, the District does have the capability of submitting the contribution in the amount up to \$250,000 as specified in the funding plan; and

WHEREAS, the District will work together with the USBR to meet established deadlines for entering into a cooperative agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District that the facts contained in the recitals above are true and correct, and that the Board authorizes the submittal of the application for the United States Bureau of Reclamation WaterSMART Grant for financial assistance for water conservation and improved water management for the Project; and hereby authorizes the General Manager or his assignee to execute any and all documents necessary to implement the grant.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Madera Irrigation District, at a regular meeting of the Board held on the 19th October 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Erickson, President

ATTEST: _____
Carl Janzen, Director

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-24 adopted October 19, 2021.

Andrea Kwock Sandoval, Secretary

AGENDA ITEM 7a.

**OCTOBER 19, 2021
RESOLUTION NO. 2021-25**

**RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
APPOINTING _____ TO THE BOARD OF DIRECTORS, DIVISION 2**

RESOLVED by the Board of Directors (“Directors”) of the Madera Irrigation District (“District”), at a regular meeting duly called and held on October 19, 2021 the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, Director Richard “Rick Cosyns” passed away on September 7, 2021 creating a vacancy on the Board of Directors in Division 2; and

WHEREAS, Government Code Section 1780 establishes procedures by which to fill Board vacancies; and

WHEREAS, under Government Code Section 1780(c), the Board is authorized to fill a Board vacancy by appointment; and

WHEREAS, the Board Secretary duly notified the Madera County Registrar of the vacancy within 15 days of September 7, 2021; and

WHEREAS, the District has posted a notice of the vacancy in three or more conspicuous places within the District’s geographic boundary, at least 15 days before the appointment effected by this resolution; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District, that:

1. _____ is hereby appointed as a member of the Board of Directors of the Madera Irrigation District in Division 2.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Madera Irrigation District Board of Directors, at a regular meeting of the Board held on the 19th day of October, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Erickson, President

ATTEST: _____
Carl Janzen, Director

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-25 adopted October 19, 2021.

Andrea Kwock Sandoval, Secretary