

MADERA IRRIGATION DISTRICT BOARD OF EQUALIZATION BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY SPECIAL MEETING

AGENDA

Members of the public can participate <u>in-person</u> or in the following ways:

1. Zoom Meeting

https://us02web.zoom.us/j/85678080920?pwd=elJvYnFmQ3g2MTFDUXMvK1pCVUUrZz09

Meeting ID: 856 7808 0920

Passcode: 080792

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

Meeting ID: 856 7808 0920

Passcode: 080792

3. Email: You may submit comments on a specific agenda item via email to <u>asandoval@madera-id.org</u>. 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, June 13, 2023 1:00 p.m. Madera Irrigation District 12152 Road 28 ¼ 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.

In compliance with the California Government Code, members of the public may inspect the agenda and any associated writings, including documents delivered after the 24-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.

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. <u>CLOSED SESSION</u> 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 (2 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 and consolidated cases
 - 1f. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Madera Irrigation District and Madera Irrigation District Groundwater Sustainability Agency v. Madera County Groundwater Sustainability Agency, Madera County Board of Supervisors, County of Madera, Case No. MCV086277

- 1g. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Madera Irrigation District and Madera Irrigation District Groundwater Sustainability Agency v. Madera County Groundwater Sustainability Agency, Madera County Board of Supervisors, County of Madera, Case No. MCV087598
- 1h. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; NRDC v. Rogers, U.S. District Court, Eastern District of California (Sacramento Division), Case No. 88-CV-1658-JAM-GGH
- 1i. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 Pursuant to Paragraph (1) of subdivision (b) of Government Code Section 54957
 Title: Assistant General Manager

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

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.

RECESS AS MID BOARD OF DIRECTORS & CONVENE AS BOARD OF EQUALIZATION – TIMED ITEM – 2:00 P.M.

The Board of Directors, acting as the Board of Equalization will hear and determine objections to the valuation, acreage, or any other matter pertaining to assessments.

ADJOURN AS BOARD OF EQUALIZATION & 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 April 18, 2023 Board Meeting Minutes

- 2b. Discussion / possible action on approval of warrant list payments through May 31, 2023
- 2c. Discussion / possible action on monthly financial reports for March and April 2023

3. DEPARTMENT REPORT – DISTRICT OPERATIONS

4. GENERAL MANAGER'S REPORT

- 4a. Update of Activities
 - Cancellation of July Regular Board Meeting
 - Madera-Chowchilla Water & Power Authority
 - Madera Lake Emergency Action Plan Approval
 - Standard & Poor's Rating
 - Water Supply

5. <u>NEW BUSINESS</u>

- 6a. Discussion / possible action on 2023 Incentive Program for Dedicated Recharge Basins for Madera Irrigation District Landowners, Resolution No. 2023-19
- 6b. Discussion / possible action on revised 2023 Budget, Resolution No. 2023-20
- 6c. Discussion / possible action on approval of Purchase and Sale Agreement for Madera County APN 047-060-018 and 047-060-006, Resolution No. 2023-21
- 6d. Discussion / possible action on Regional Water Management Group revised Bylaws and Rules of Order, Resolution No. 2023-22
- 6e. Discussion / possible direction on handling of requests for out-of-District facilities

6. DIRECTOR REPORTS, COMMITTEE REPORTS, FUTURE AGENDA ITEMS

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

7. <u>ADJOURNMENT</u>

BOARD OF EQUALIZATION

Agenda Item No. <u>BOE</u> Meeting Date: <u>06/13/2023</u>

MADERA IRRIGATION DISTRICT STAFF REPORT

SUBJECT:

Annual Hearings for Madera Irrigation District Board of Equalization

Previous Board Actions/Discussions:

The Board of Equalization meets each year to hear and determine objections to the valuation, acreage, and any matter pertaining to assessments.

Board Policies and Administrative Regulations:

California Water Code Section 25550 Land Category and Assessment Definitions

Summary of Issue(s):

The Board of Directors (BOD) will convene as a Board of Equalization (BOE) pursuant to California Water Code Section 25550 to hear and determine objections to the valuations, acreage, and/or any matter pertaining to assessments coming before the BOE. The BOE meetings begin Tuesday, June 13, 2023 and end Friday, June 16, 2023.

The annual unequalized assessment roll was presented to the Board Secretary on Thursday, May 11, 2023 as required by the California State Water Code. This roll provides the total assessed value of properties within the Madera Irrigation District boundaries for city, city ag, and rural parcels and is used as a base for computation of the ad valorem assessment rate for the assessment year. Besides the assessments that are collected annually, the District collects other revenues in the form of crop water tolls, standby fees, and other miscellaneous charges that are allocated in addition to those assessments toward District expenditures such as Transmission and Distribution, General and Administrative, Interest, and Source of Supply expenses.

The approximate assessment revenue based on the unequalized roll for 2024 is \$6,269,736.62 ("Exhibit A"). This is determined by using the current assessment rate of \$.449769 per \$100 of the full cash value of city parcels; \$9.43683 per \$100 of the assessed District valuation of rural parcels; and the additional 9d benefit assessment rate of \$16.683692 per \$100 of assessed District valuation for rural parcels. The 9d benefit assessment is covenanted by the Water Revenue Refunding Bonds, Series 2015.

As part of the Board of Equalization process, parcels are updated when new parcel maps are received from the County of Madera. These changes could consist of lot line adjustments, parcel

Agenda Item No. <u>BOE</u> Meeting Date: <u>06/13/2023</u>

splits, category changes and subdivision changes. Those changes are shown on "Exhibit B", Listing of Individual Parcel Changes.

"Exhibit C" identifies those parcels partaking in the District's Non-Irrigated Lands Program.

"Exhibit D" provides the current definitions of the District categories.

"Exhibit E" is informational as it shows the assessment rates for the period 2014 through 2024 and the average increase each year.

Due to the passage of Proposition 218 in 1996, the District cannot increase the original assessment rate without the majority vote of the District landowners. With the passage of the rural landowner majority vote on March 15, 2011 for bonding of the 9d capital repayment obligation with the United States Bureau of Reclamation, the District was allowed to increase the 9d benefit assessment by 3% per year for a period of 10 years. The final 3% increase occurred in 2021 for the 2022 assessments. Therefore, the following rates are likely to be set and adopted at the Madera Irrigation District Board of Directors meeting following the Board of Equalization Hearing(s).

Original Assessment Rate for City: \$.449769 per \$100 assessed valuation Original Assessment Rate for Rural: \$ 9.436830 per \$100 assessed valuation \$ 96.683692 per \$100 assessed valuation

Board Decisions / Options:

1. BOD approval for the Adoption of the 2024 Assessment Rates will occur at the June 16, 2023 Special Board meeting

Financial Impact:

N/A

Staff / General Manager's Recommendation:

N/A

Recommended Motion:

For informational purposes only

Agenda Item No. <u>BOE</u> Meeting Date: <u>06/13/2023</u>

Supporting Documents Attached:

- "Exhibit A" Parcel Land Changes
- "Exhibit B" Listing of Individual Parcel Changes
- "Exhibit C" Listing of Non-irrigated parcels
- "Exhibit D" Category Definitions
- "Exhibit E" Assessment Comparison per Acre

			2024 Unequalized Roll	2023 Equalized Roll		2024 Unequalized Roll	2023 Equalized Roll	
Book		nent Summary	Units	Units	Variance	Assessments	Assessment	Variance
Bk 3	City Assessments	City Assess	2.500.220.00	2.500.220.00	0.00	0.240.17	0.240.17	0.00
		City Assess City Assess > 43.560 sqft	2,598,239.00 158,994.00	2,598,239.00 158,994.00	0.00	9,349.17 286.04	9,349.17 286.04	0.00
		Total	2,757,233.00	2,757,233.00	0.00	9,635.21	9,635.21	0.00
	Total	Total	2,737,233.00	2,737,233.00	0.00	9,635.21	9,635.21	0.00
	10.00					3,038.21	>,055.21	0.00
Bk 4	City Assessments							
		City Assess	2,483,710.95	2,483,710.95	0.00	8,936.95	8,936.95	0.00
		Total	2,483,710.95	2,483,710.95	0.00	8,936.95	8,936.95	0.00
	Total					8,936.95	8,936.95	0.00
Bk 5	City Assessments							
		City Assess	6,753,546.00	6,753,546.00	0.00	24,300.70	24,300.70	0.00
		City Assess > 43,560 sqft	1,671,357.00	1,671,357.00	0.00	3,006.92	3,006.92	0.00
		Total	8,424,903.00	8,424,903.00	0.00	27,307.62	27,307.62	0.00
	Rural Assessments	C22	21.71	21.61	0.00	207.22	207.22	0.00
		C3 218 Panefit	21.64	21.64	0.00	306.33	306.33	0.00
		C3 - 218 Benefit Total	21.64 43.28	21.64 43.28	0.00	541.56 847.89	541.56 847.89	0.00
	Total	Total	43.28	43.28	0.00	28,155.51	28,155.51	0.00
	1 Ota1					40,133.31	40,133.31	0.00
Bk 6	City Assessments							
DRU	City / issessments	City Assess	28,526,693.93	28,683,546.93	(156,853.00)	102,644.83	103,209.22	(564.39)
		City Assess > 43,560 sqft	4,637,199.60	5,295,740.60	(658,541.00)	8,342.67	9,527.44	(1,184.77)
		Total	33,163,893.53	33,979,287.53	(815,394.00)	110,987.50	112,736.66	(1,749.16)
	Rural Assessments		, ,	, ,		ĺ	ĺ	
		C4	55.36	55.36	0.00	235.09	235.09	0.00
		C4 - 218 Benefit	55.36	55.36	0.00	415.62	415.62	0.00
		Total	110.72	110.72	0.00	650.71	650.71	0.00
	Total					111,638.21	113,387.37	(1,749.16)
Bk 7	City Assessments							
		City Assess	5,782,464.70	5,782,464.70	0.00	20,806.69	20,806.69	0.00
		City Assess > 43,560 sqft	152,234.85	152,234.85	0.00	273.88	273.88	0.00
	T-4-1	Total	5,934,699.55	5,934,699.55	0.00	21,080.57	21,080.57 21,080.57	0.00
	Total	+				21,080.57	21,080.57	0.00
Bk 8	City Assessments							
DKU	City / issessments	City Assess	7,346,545.49	7,346,545.49	0.00	26,434.26	26,434.26	0.00
		City Assess > 43,560	878,391.20	878,391.20	0.00	1,580.29	1,580.29	0.00
		Total	8,224,936.69	8,224,936.69	0.00	28,014.55	28,014.55	0.00
	Rural Assessments		-)	-, ,		- /	-,-	
		C1	2.01	2.01	0.00	44.58	44.58	0.00
		C1 - 218 Benefit	2.01	2.01	0.00	78.81	78.81	0.00
		C3	35.52	35.55	(0.03)	502.79	503.22	(0.43)
		C3 - 218 Benefit	35.52	35.55	(0.03)	888.91	889.66	(0.75)
		C4	41.20	41.20	0.00	174.97	174.97	0.00
		C4 - 218 Benefit	41.20	41.20	0.00	309.31	309.31	0.00
		Total	157.46	157.52	(0.06)	1,999.37	2,000.55	(1.18)
	Total					30,013.92	30,015.10	(1.18)
DI- A	City A '							
Bk 9	City Assessments	City Assess	25,649,577.18	25,724,842.18	(75,265.00)	92,291.73	92,562.55	(270.92)
		City Assess City Assess > 43,560 sqft	11,830,464.00	11,809,638.80	20,825.20	21,283.88	21,246.43	(270.82) 37.45
		Total	37,480,041.18	37,534,480.98	(54,439.80)	113,575.61	113,808.98	(233.37)
	Rural Assessments	10:41	37,700,041.10	31,337,400.30	(57,755.00)	113,373.01	113,000.30	(433.31)
	Tearar / 10000011101110	C1	12.52	12.52	0.00	277.65	277.65	0.00
		C1 - 218 Benefit	12.52	12.52	0.00	490.87	490.87	0.00
		C2	37.36	37.36	0.00	687.49	687.49	0.00
		C2 - 218 Benefit	37.36	37.36	0.00	1,215.44	1,215.44	0.00
		C3	145.67	140.99	4.68	2,062.00	1,995.75	66.25
		C3 - 218 Benefit	145.67	140.99	4.68	3,645.48	3,528.36	117.12
	1	Total	391.10	381.74	9.36	8,378.93	8,195.56	183.37

1

Book	Assessn	nent Summary	2024 Unequalized Roll Units	2023 Equalized Roll Units	Variance	2024 Unequalized Roll Assessments	2023 Equalized Roll Assessment	Variance
Door	Total	lene Summary	Cints	Cines	, ar lance	121,954.54	122,004.54	(50.00)
	1000					121,951.51	122,001.31	(30.00)
Bk 10	City Assessments							
		City Assess	6,082,221.78	6,082,221.78	0.00	21,885.63	21,885.63	0.00
		City Assess > 43,560 sqft	373,515.00	373,515.00	0.00	671.98	671.98	0.00
		Total	6,455,736.78	6,455,736.78	0.00	22,557.61	22,557.61	0.00
	Total					22,557.61	22,557.61	0.00
Bk 11	City Assessments							
DK 11	City Assessments	City Assess	12,550,672.84	12,550,672.84	0.00	45,160.12	45,160.12	0.00
		City Assess > 43,560 sqft	1,055,151.60	1,055,151.60	0.00	1,898.31	1,898.31	0.00
		Total	13,605,824.44	13,605,824.44	0.00	47,058.43	47,058.43	0.00
	Rural Assessments					·	ĺ	
		C2	294.24	299.87	(5.63)	5,414.56	5,518.15	(103.59)
		C2 - 218 Benefit	294.24	299.87	(5.63)	9,572.57	9,755.73	(183.16)
		C3	21.13	21.13	0.00	299.11	299.11	0.00
		C3 - 218 Benefit	21.13	21.13	0.00	528.80	528.80	0.00
		C4 C4 - 218 Benefit	7.50 7.50	7.50 7.50	0.00	31.85 56.31	31.85 56.31	0.00
		C4 - 218 Benefit C7	17.48	17.48	0.00	321.66	321.66	0.00
		C7 - 218 Benefit	17.48	17.48	0.00	568.68	568.68	0.00
		Total	680.70	691.96	(11.26)	16,793.54	17,080.29	(286.75)
	Total			0, 1, 1	()	63,851.97	64,138.72	(286.75)
						·	ĺ	, ,
Bk 12	City Assessments							
		City Assess	17,814,827.37	17,873,615.37	(58,788.00)	64,101.29	64,312.81	(211.52)
		City Assess > 43,560 sqft	5,292,529.00	5,296,885.00	(4,356.00)	9,521.65	9,529.49	(7.84)
	D 14	Total	23,107,356.37	23,170,500.37	(63,144.00)	73,622.94	73,842.30	(219.36)
	Rural Assessments	C1	35.65	35.65	0.00	790.60	790.60	0.00
		C1 - 218 Benefit	35.65	35.65	0.00	1,397.72	1,397.72	0.00
		C1 - 216 Beliefit	389.05	389.05	0.00	7,159.23	7,159.23	0.00
		C2 - 218 Benefit	389.05	389.05	0.00	12,657.05	12,657.05	0.00
		C3	135.16	135.16	0.00	1,913.24	1,913.24	0.00
		C3 - 218 Benefit	135.16	135.16	0.00	3,382.46	3,382.46	0.00
		Total	1,119.72	1,119.72	0.00	27,300.30	27,300.30	0.00
	Total					100,923.24	101,142.60	(219.36)
DI 12	G'. A							
Bk 13	City Assessments	City Assess	5,526,131.60	5,526,131.60	0.00	19,883.75	19,883.75	0.00
		City Assess > 43,560 sqft	7,916,562.60	7,916,562.60	0.00	14,242.50	14,242.50	0.00
		Total	13,442,694.20	13,442,694.20	0.00	34,126.25	34,126.25	0.00
	Rural Assessments		-, ,	- , ,		- ,	- ,	
		C1	37.40	37.40	0.00	829.39	829.39	0.00
		C1 - 218 Benefit	37.40	37.40	0.00	1,466.32	1,466.32	0.00
		C2	562.43	563.43	(1.00)	10,349.72	10,368.12	(18.40)
		C2 - 218 Benefit	562.43	563.43	(1.00)	18,297.63	18,330.16	(32.53)
		C3 218 Panafit	353.14 353.14	353.14	0.00	4,998.79	4,998.79	0.00
		C3 - 218 Benefit C4	137.22	353.14 137.22	0.00	8,837.49 582.69	8,837.49 582.69	0.00
		C4 - 218 Benefit	137.22	137.22	0.00	1,030.22	1,030.22	0.00
		Total	2,180.38	2,182.38	(2.00)	46,392.25	46,443.18	(50.93)
	Total		,	, ====	(=:::)	80,518.50	80,569.43	(50.93)
Bk 23	Rural Assessments							
		C2	1,221.65	1,221.65	0.00	22,480.58	22,480.58	0.00
		C2 - 218 Benefit	1,221.65	1,221.65	0.00	39,744.17	39,744.17	0.00
		C2A 218 Danafit	858.92	858.92	0.00	15,805.69	15,805.69	0.00
		C2A - 218 Benefit C3	858.92 4.07	858.92 4.07	0.00	27,943.41 57.61	27,943.41 57.61	0.00
		C3 - 218 Benefit	4.07	4.07	0.00	101.85	101.85	0.00
		C3 - 218 Benefit C4	63.69	63.69	0.00	270.46	270.46	0.00
		C4 - 218 Benefit	63.69	63.69	0.00	478.17	478.17	0.00

Dools	Aggagg	and Summarr	2024 Unequalized Roll Units	2023 Equalized Roll Units	Variance	2024 Unequalized Roll	2023 Equalized Roll	Vanianas
Book	Assessiii	nent Summary			-	Assessments	Assessment	Variance
	T. 4.1	Total	4,296.66	4,296.66	0.00	106,881.94	106,881.94	0.00
	Total					106,881.94	106,881.94	0.00
Bk 27	Rural Assessments							
		C1	2.85	2.85	0.00	63.20	63.20	0.00
		C1 - 218 Benefit	2.85	2.85	0.00	111.74	111.74	0.00
		C2	3,019.65	3,019.65	0.00	55,567.01	55,567.01	0.00
		C2 - 218 Benefit	3,019.65	3,019.65	0.00	98,238.90	98,238.90	0.00
		C3	41.38	41.38	0.00	585.75	585.75	0.00
		C3 - 218 Benefit	41.38	41.38	0.00	1,035.56	1,035.56	0.00
		C4 210 P. C4	5.94	5.94	0.00	25.23	25.23	0.00
		C4 - 218 Benefit C7	5.94 54.94	5.94 54.94	0.00	44.60 1,010.99	44.60 1,010.99	0.00
		C7 - 218 Benefit	54.94	54.94	0.00	1,787.38	1,787.38	0.00
		Total	6,249.52	6,249.52	0.00	158,470.36	158,470.36	0.00
		Cat S2	302.61	302.61	0.00	0.00	0.00	0.00
		Cat S2 - 218 Benefit	302.61	302.61	0.00	9,844.86	9,844.86	0.00
		Total	605.22	605.22	0.00	9,844.86	9,844.86	0.00
	Total				0.00	168,315.22	168,315.22	0.00
Bk 28	Rural Assessments							
		C1	9.50	9.50	0.00	210.68	210.68	0.00
		C1 - 218 Benefit	9.50	9.50	0.00	372.46	372.46	0.00
		C2 210 P	10,306.44	10,306.44	0.00	189,657.29	189,657.29	0.00
		C2 - 218 Benefit C3	10,306.44 265.95	10,306.44 265.95	0.00	335,301.42 3,764.56	335,301.42 3,764.56	0.00
		C3 - 218 Benefit	265.95	265.95	0.00	6,655.53	6,655.53	0.00
		C3 - 218 Belletit	32.58	32.58	0.00	138.37	138.37	0.00
		C4 - 218 Benefit	32.58	32.58	0.00	244.59	244.59	0.00
		C7	26.33	26.33	0.00	484.52	484.52	0.00
		C7 - 218 Benefit	26.33	26.33	0.00	856.60	856.60	0.00
		Total	21,281.60	21,281.60	0.00	537,686.02	537,686.02	0.00
	Total					537,686.02	537,686.02	0.00
Bk 29	Rural Assessments	G1	110.25	110.05	0.00	2 444 00	2 444 00	0.00
		C1 C1 - 218 Benefit	110.25 110.25	110.25 110.25	0.00	2,444.98	2,444.98	0.00
		C1 - 218 Benefit C2	4,288.90	4,288.90	0.00	4,322.54 78,923.56	4,322.54 78,923.56	0.00
		C2 - 218 Benefit	4,288.90	4,288.90	0.00	139,531.63	139,531.63	0.00
		C2 - 216 Belletit	486.56	486.56	0.00	6,887.40	6,887.40	0.00
		C3 - 218 Benefit	486.56	486.56	0.00	12,176.46	12,176.46	0.00
		C4	117.11	117.11	0.00	497.30	497.30	0.00
		C4 - 218 Benefit	117.11	117.11	0.00	879.20	879.20	0.00
		C7	68.83	68.83	0.00	1,266.59	1,266.59	0.00
		C7 - 218 Benefit	68.83	68.83	0.00	2,239.25	2,239.25	0.00
		Total	10,143.30	10,143.30	0.00	249,168.91	249,168.91	0.00
		Cat S2	1,553.71	1,553.71	0.00	0.00	0.00	0.00
		Cat S2 - 218 Benefit	1,553.71	1,553.71	0.00	50,547.12	50,547.12	0.00
		Cat S3	366.59	366.59	0.00	0.00	0.00	0.00
		Cat S3 - 218 Benefit Total	366.59 3,840.60	366.59 3,840.60	0.00	9,174.11 59,721.23	9,174.11 59,721.23	0.00
	Total	rotar	3,840.00	3,840.00	0.00	308,890.14	39,/21.23	0.00
	10141					300,030.14	300,030.14	0.00
Bk 30	Rural Assessments							
		C2	2,545.75	2,545.75	0.00	46,846.47	46,846.47	0.00
		C2 - 218 Benefit	2,545.75	2,545.75	0.00	82,821.34	82,821.34	0.00
		C3	18.95	18.95	0.00	268.24	268.24	0.00
		C3 - 218 Benefit	18.95	18.95	0.00	474.23	474.23	0.00
		C4	30.00	30.00	0.00	127.40	127.40	0.00
		C4 - 218 Benefit	30.00	30.00	0.00	225.23	225.23	0.00
		Total	5,189.40	5,189.40	0.00	130,762.91	130,762.91	0.00
		Cat S2	4,048.07	4,048.07	0.00	0.00	0.00	0.00
		Cat S2 - 218 Benefit	4,048.07	4,048.07	0.00	131,696.63	131,696.63	0.00

Book	Assessin	nent Summary	2024 Unequalized Roll Units	2023 Equalized Roll Units	Variance	2024 Unequalized Roll Assessments	2023 Equalized Roll Assessment	Variance
		Cat S3	_	_	0.00	0.00	0.00	0.00
		Cat S3 - 218 Benefit	_	_	0.00	-	-	0.00
		Total	8,096.14	8,096.14	0.00	131,696.63	131,696.63	0.00
	Total	1000	0,07011	0,00011	0.00	262,459.54	262,459.54	0.00
	1000					202,103101	202, 18718	0.00
Bk 31	Rural Assessments							
		C2	1,320.84	1,320.84	0.00	24,305.87	24,305.87	0.00
		C2 - 218 Benefit	1,320.84	1,320.84	0.00	42,971.13	42,971.13	0.00
		C2A	739.79	739.79	0.00	13,613.48	13,613.48	0.00
		C2A - 218 Benefit	739.79	739.79	0.00	24,067.73	24,067.73	0.00
		C4	95.44	95.44	0.00	405.29	405.29	0.00
		C4 - 218 Benefit	95.44	95.44	0.00	716.52	716.52	0.00
		Total	4,312.14	4,312.14	0.00	106,080.02	106,080.02	0.00
		Cat S2	4,239.88	4,239.88	0.00	0.00	0.00	0.00
		Cat S2 - 218 Benefit	4,239.88	4,239.88	0.00	137,936.86	137,936.86	0.00
		Total	8,479.76	8,479.76	0.00	137,936.86	137,936.86	0.00
	Total				0.00	244,016.88	244,016.88	0.00
Bk 32	Rural Assessments							
		C1	5.95	5.95	0.00	131.96	131.96	0.00
		C1 - 218 Benefit	5.95	5.95	0.00	233.29	233.29	0.00
		C2	59.01	59.01	0.00	1,085.89	1,085.89	0.00
		C2 - 218 Benefit	59.01	59.01	0.00	1,919.79	1,919.79	0.00
		C3	534.30	534.30	0.00	7,563.81	7,563.81	0.00
		C3 - 218 Benefit	534.30	534.30	0.00	13,371.38	13,371.38	0.00
		Total	1,198.52	1,198.52	0.00	24,306.12	24,306.12	0.00
	Total					24,306.12	24,306.12	0.00
Bk 33	Rural Assessments							
		C1	25.06	25.06	0.00	555.75	555.75	0.00
		C1 - 218 Benefit	25.06	25.06	0.00	982.51	982.51	0.00
		C2	4,275.33	4,270.30	5.03	78,673.84	78,581.29	92.55
		C2 - 218 Benefit	4,275.33	4,270.30	5.03	139,090.15	138,926.51	163.64
		C3	75.55	75.55	0.00	1,069.44	1,069.44	0.00
		C3 - 218 Benefit	75.55	75.55	0.00	1,890.67	1,890.67	0.00
		C4	57.97	57.97	0.00	246.19	246.19	0.00
		C4 - 218 Benefit	57.97	57.97	0.00	435.22	435.22	0.00
		C7 210 P C4	33.31	33.31	0.00	612.96	612.96	0.00
		C7 - 218 Benefit	33.31	33.31	0.00	1,083.68	1,083.68	0.00
	Total	Total	8,934.44	8,924.38	10.06	224,640.41 224,640.41	224,384.22 224,384.22	256.19 256.19
	1 Otal					224,040.41	224,364.22	230.19
Bk 34	Rural Assessments							
DV 74	Ruiui Assessiiiellis	C1	31.72	31.72	0.00	703.44	703.44	0.00
		C1 - 218 Benefit	31.72	31.72	0.00	1,243.63	1,243.63	0.00
		C1 - 210 Belletit	364.56	379.70	(15.14)	6,708.56	6,987.16	(278.60)
		C2 - 218 Benefit	364.56	379.70	(15.14)	11,860.30	12,352.85	(492.55)
		C3	235.24	238.71	(3.47)	3,329.62	3,378.74	(49.12)
		C3 - 218 Benefit	235.24	238.71	(3.47)	5,886.42	5,973.26	(86.84)
		C4	13.41	13.41	0.00	56.94	56.94	0.00
		C4 - 218 Benefit	13.41	13.41	0.00	100.67	100.67	0.00
		C7	12.36	12.36	0.00	227.45	227.45	0.00
		C7 - 218 Benefit	12.36	12.36	0.00	402.11	402.11	0.00
		Total	1,314.58	1,351.80	(37.22)	30,519.14	31,426.25	(907.11)
		Cat S2	172.37	172.37	0.00	0.00	0.00	0.00
		Cat S2 - 218 Benefit	172.37	172.37	0.00	5,607.75	5,607.75	0.00
		Cat S3	100.38	100.38	0.00	0.00	0.00	0.00
		Cat S3 - 218 Benefit	100.38	100.38	0.00	2,512.06	2,512.06	0.00
		Total	545.50	545.50	0.00	8,119.81	8,119.81	0.00
	Total					38,638.95	39,546.06	(907.11)
Bk 35	Rural Assessments							
	1	C1	84.01	84.01	0.00	1,863.07	1,863.07	0.00

			2024 Unequalized Roll	2023 Equalized Roll		2024 Unequalized Roll	2023 Equalized Roll	
Book	Assessm	ent Summary	Units	Units	Variance	Assessments	Assessment	Variance
		C1 - 218 Benefit	84.01	84.01	0.00	3,293.75	3,293.75	0.00
		C2	1,361.62	1,362.62	(1.00)	25,056.22	25,056.22	0.00
		C2 - 218 Benefit	1,361.62	1,361.62	0.00	44,297.87	44,297.87	0.00
		C3	559.62	561.22	(1.60)	7,921.53	7,944.19	(22.66)
		C3 - 218 Benefit	559.62	561.22	(1.60)	14,004.80	14,044.84	(40.04)
		C4	95.60	95.60	0.00	405.97	405.97	0.00
		C4 - 218 Benefit	95.60	95.60	0.00	717.74	717.74	0.00
		C7	9.82	9.82	0.00	180.71	180.71	0.00
		C7 - 218 Benefit	9.82	9.82	0.00	319.48	319.48	0.00
		Total	4,221.34	4,225.54	(4.20)	98,061.14	98,123.84	(62.70)
		Cat S2	673.97	673.97	0.00	0.00	0.00	0.00
		Cat S2 - 218 Benefit	673.97	673.97	0.00	21,926.40	21,926.40	0.00
		Total	1,347.94	1,347.94	0.00	21,926.40	21,926.40	0.00
	Total					119,987.54	120,050.24	(62.70)
Bk 37	Rural Assessments							
		C3	36.97	36.97	0.00	523.35	523.35	0.00
		C3 - 218 Benefit	36.97	36.97	0.00	925.18	925.18	0.00
		Total	73.94	73.94	0.00	1,448.53	1,448.53	0.00
	Total					1,448.53	1,448.53	0.00
Bk 40	Rural Assessments							
		C1	18.43	18.43	0.00	408.72	408.72	0.00
		C1 - 218 Benefit	18.43	18.43	0.00	722.58	722.58	0.00
		C2	12,510.30	12,529.18	(18.88)	230,212.30	230,559.73	(347.43)
		C2 - 218 Benefit	12,510.30	12,529.18	(18.88)	406,999.97	407,614.20	(614.23)
		C2A	110.20	110.20	0.00	2,027.87	2,027.87	0.00
		C2A - 218 Benefit	110.20	110.20	0.00	3,585.16	3,585.16	0.00
		C3	381.45	362.57	18.88	5,399.55	5,132.30	267.25
		C3 - 218 Benefit	381.45	362.57	18.88	9,545.99	9,073.51	472.48
		C3A	-	-	0.00	-	-	0.00
		C3A - 218 Benefit	-	-	0.00	-	-	0.00
		C4	27.03	27.03	0.00	114.77	114.77	0.00
		C4 - 218 Benefit	27.03	27.03	0.00	202.94	202.94	0.00
		Total	26,094.82	26,094.82	0.00	659,219.85	659,441.78	(221.93)
	Total					659,219.85	659,441.78	(221.93)
Bk 44	Rural Assessments							
		C1	12.11	12.11	0.00	268.56	268.56	0.00
		C1 - 218 Benefit	12.11	12.11	0.00	474.79	474.79	0.00
		C2	12,144.04	12,144.04	0.00	223,472.51	223,472.51	0.00
		C2 - 218 Benefit	12,144.04	12,144.04	0.00	395,084.40	395,084.40	0.00
		C2A	254.56	254.56	0.00	4,684.37	4,684.37	0.00
		C2A - 218 Benefit	254.56	254.56	0.00	8,281.65	8,281.65	0.00
		C3	426.81	426.81	0.00	6,041.66	6,041.66	0.00
		C3 - 218 Benefit	426.81	426.81	0.00	10,680.90	10,680.90	0.00
		C4	32.07	32.07	0.00	136.19	136.19	0.00
		C4 - 218 Benefit	32.07	32.07	0.00	240.77	240.77	0.00
		Total	25,739.18	25,739.18	0.00	649,365.80	649,365.80	0.00
		Cat S2	81.22	81.22	0.00	0.00	0.00	0.00
		Cat S2 - 218 Benefit	81.22	81.22	0.00	2,642.35	2,642.35	0.00
	T-4.1	Total	162.44	162.44	0.00	2,642.35	2,642.35	0.00
	Total				0.00	652,008.15	652,008.15	0.00
Bk 45	Rural Assessments							
		C1	177.29	177.29	0.00	3,931.68	3,931.68	0.00
		C1 - 218 Benefit	177.29	177.29	0.00	6,950.95	6,950.95	0.00
		C2	11,850.83	11,850.83	0.00	218,076.84	218,076.84	0.00
		C2 - 218 Benefit	11,850.83	11,850.83	0.00	385,545.30	385,545.30	0.00
		C3	267.18	267.18	0.00	3,782.03	3,782.03	0.00
		C3 - 218 Benefit	267.18	267.18	0.00	6,686.31	6,686.31	0.00
		C4	137.48	137.48	0.00	583.82	583.82	0.00
		C4 - 218 Benefit	137.48	137.48	0.00	1,032.16	1,032.16	0.00

5

Book	Assassm	ent Summary	2024 Unequalized Roll Units	2023 Equalized Roll Units	Variance	2024 Unequalized Roll Assessments	2023 Equalized Roll Assessment	Variance
DUUK	Assessin	C7	8.03	8.03	0.00	147.77	147.77	0.00
		C7 - 218 Benefit	8.03	8.03	0.00	261.24	261.24	0.00
		Total	24,881.62	24,881.62	0.00	626,998.10	626,998.10	0.00
	Total	Total	24,001.02	24,001.02	0.00	626,998.10	626,998.10	0.00
	Total					020,550.10	020,550.10	0.00
Bk 46	Rural Assessments							
		C1	434.29	434.29	0.00	9,631.02	9,631.02	0.00
		C1 - 218 Benefit	434.29	434.29	0.00	17,027.07	17,027.07	0.00
		C2	4,563.20	4,563.20	0.00	83,971.14	83,971.14	0.00
		C2 - 218 Benefit	4,563.20	4,563.20	0.00	148,455.50	148,455.50	0.00
		C3	359.71	359.71	0.00	5,091.77	5,091.77	0.00
		C3 - 218 Benefit	359.71	359.71	0.00	9,001.96	9,001.96	0.00
		C4 210 P	33.97	33.97	0.00	144.26	144.26	0.00
		C4 - 218 Benefit	33.97	33.97	0.00	255.05	255.05	0.00
	Total	Total	10,782.34	10,782.34	0.00	273,577.77 273,577.77	273,577.77 273,577.77	0.00
	Total					213,311.11	213,311.11	0.00
Bk 47	Rural Assessments							
		City Asmnts	0.21	0.21	0.00	0.00	0.00	0.00
		Total	0.21	0.21	0.00	0.00	0.00	0.00
		C1	274.83	274.83	0.00	6,094.75	6,094.75	0.00
		C1 - 218 Benefit	274.83	274.83	0.00	10,775.17	10,775.17	0.00
		C2	9,960.82	9,960.82	0.00	183,297.20	183,297.20	0.00
		C2 - 218 Benefit	9,960.82	9,960.82	0.00	324,057.32	324,057.32	0.00
		C3	488.84	488.84	0.00	6,919.77	6,919.77	0.00
		C3 - 218 Benefit	488.84	488.84	0.00	12,232.91	12,232.91	0.00
		C4	190.27	190.27	0.00	808.00	808.00	0.00
		C4 - 218 Benefit	190.27	190.27	0.00	1,428.49	1,428.49	0.00
		C7 210 P 54	18.84	18.84	0.00	346.69	346.69	0.00
		C7 - 218 Benefit Total	18.84 21,867.62	18.84 21,867.62	0.00	612.93 546,573.23	612.93 546,573.23	0.00
		Cat S2	387.68	387.68	0.00	0.00	0.00	0.00
		Cat S2 - 218 Benefit	387.68	387.68	0.00	12,612.47	12,612.47	0.00
		Total	775.36	775.36	0.00	12,612.47	12,612.47	0.00
	Total	1000	770.50	770.00	0.00	559,185.70	559,185.70	0.00
							,	
Bk 48	Rural Assessments							
		C1	57.35	57.35	0.00	1,271.83	1,271.83	0.00
		C1 - 218 Benefit	57.35	57.35	0.00	2,248.52	2,248.52	0.00
		C2	12,019.39	12,019.39	0.00	221,178.54	221,178.54	0.00
		C2 - 218 Benefit	12,019.39	12,019.39	0.00	391,029.21	391,029.21	0.00
		C2A	77.81	77.81	0.00	1,431.84	1,431.84	0.00
		C2A - 218 Benefit	77.81	77.81	0.00	2,531.41	2,531.41	0.00
		C3 C3 - 218 Benefit	383.76 383.76	382.94	0.82	5,432.26 9,603.84	5,420.65	11.61
		C3 - 218 Benefit C4	96.74	382.94 96.74	0.82	9,603.84	9,583.31 410.84	20.53 0.00
		C4 - 218 Benefit	96.74	96.74	0.00	726.31	726.31	0.00
		C4 - 218 Belletit	62.07	62.07	0.00	1,142.20	1,142.20	0.00
		C7 - 218 Benefit	62.07	62.07	0.00	2,019.33	2,019.33	0.00
		Total	25,394.24	25,392.60	1.64	639,026.13	638,993.99	32.14
	Total					639,026.13	638,993.99	32.14
Bk 49	Rural Assessments							<u> </u>
		C2	329.38	329.38	0.00	6,061.19	6,061.19	0.00
		C2 - 218 Benefit	329.38	329.38	0.00	10,715.79	10,715.79	0.00
		Total	658.76	658.76	0.00	16,776.98	16,776.98	0.00
		Cat S2	347.86	347.86	0.00	0.00	0.00	0.00
		Cat S2 - 218 Benefit	347.86	347.86	0.00	11,317.00	11,317.00	0.00
	Total	Total	695.72	695.72	0.00	11,317.00	11,317.00	0.00
	Total				-	28,093.98	28,093.98	0.00
Bk 51	Rural Assessments							
BKDI								

D. d.	4	and Samura	2024 Unequalized Roll	2023 Equalized Roll	Variance	2024 Unequalized Roll	2023 Equalized Roll	Wantan -
Book	Assessi	nent Summary	Units	Units	Variance	Assessments	Assessment	Variance
		C2 - 218 Benefit	87.65	87.65	0.00	2,851.53	2,851.53	0.00
		C3	354.38	354.38	0.00	5,016.32	5,016.32	0.00
		C3 - 218 Benefit	354.38	354.38	0.00	8,868.56	8,868.56	0.00
		Total	884.06	884.06	0.00	18,349.33	18,349.33	0.00
	Total					18,349.33	18,349.33	0.00
Bk 52	Rural Assessments							
		C2	135.36	135.36	0.00	2,490.87	2,490.87	0.00
		C2- 218 Benefit	135.36	135.36	0.00	4,403.69	4,403.69	0.00
		Total	270.72	270.72	0.00	6,894.56	6,894.56	0.00
		Cat S2	2,165.80	2,165.80	0.00	0.00	0.00	0.00
		Cat S2 - 218 Benefit	2,165.80	2,165.80	0.00	70,460.40	70,460.40	0.00
		Total	4,331.60	4,331.60	0.00	70,460.40	70,460.40	0.00
	Total		1,000 1100		0.00	77,354.96	77,354.96	0.00
DI. 01	City Assessments							
Bk 81	City Assessments	City Assass	0.665.216.20	6 572 905 20	2 001 411 00	24 777 00	22 652 66	11 122 24
		City Assess	9,665,216.20	6,573,805.20	3,091,411.00	34,777.00	23,653.66	11,123.34
		City Assess > 43,560 sqft	2,750,619.60	2,358,095.60	392,524.00	4,948.58	4,242.41	706.17
	D 14	Total	12,415,835.80	8,931,900.80	3,483,935.00	39,725.58	27,896.07	11,829.51
	Rural Assessments	C3	1,016.25	1,178.47	(162.22)	14,385.23	16,681.46	(2,296.23)
		C3- 218 Benefit	1,016.25	1,178.47	(162.22)	25,432.18	29,491.81	(4,059.63)
		Total	2,032.50	2,356.94	(324.44)	39,817.41	46,173.27	(6,355.86)
	Total					79,542.99	74,069.34	5,473.65
Bk 95	Rural Assessments							
		C1	323.25	323.25	0.00	7,168.58	7,168.58	0.00
		C1 - 218 Benefit	323.25	323.25	0.00	12,673.56	12,673.56	0.00
		Total	646.50	646.50	0.00	19,842.14	19,842.14	0.00
	Total					19,842.14	19,842.14	0.00
T-4-1 All								
Total All	City Assessments							
	City Assessments	City Assess	130,779,847.25	127,979,342.25	2,800,505.00	470,572.12	460,495.51	10,076.61
		City Assess > 43,560 sqft	36,717,018.45	36,966,566.25	(249,547.80)	66,056.70	66,505.69	(448.99)
		Total	167,496,865.70	164,945,908.50	2,550,957.20	536,628.82	527,001.20	9,627.62
	Rural Assessments	Total	107,470,003.70	104,545,500.50	2,330,337.20	330,020.02	327,001.20	7,027.02
	1141141113505531101105	C1	1,654.47	1.654.47	0.00	36,690.44	36,690.44	0.00
		C1 - 218 Benefit	1,654.47	1,654.47	0.00	64,866.28	64,866.28	0.00
		C2	93,647.80	93,683.42	(35.62)	1,723,289.80	1,723,945.27	(655.47)
		C2 - 218 Benefit	93,647.80	93,683.42	(35.62)	3,046,662.10	3,047,820.93	(1,158.83)
		C2A C2A	2,041.28	2,041.28	0.00	37,563.25	37,563.25	0.00
		C2A - 218 Benefit	2.041.28	2,041.28	0.00	66,409.36	66,409.36	0.00
		C2A - 216 Belletit	6,649.23	6,792.17	(142.94)	94,122.16	96,145.49	(2,023.33)
		C3 - 218 Benefit	6,649.23	6,792.17	(142.94)	166,399.43	169,976.56	(3,577.13)
		C3 - 218 Benefit	0,077.23	-	0.00	100,377.43	107,770.30	0.00
		C3A - 218 Benefit		<u>-</u>	0.00	-	-	0.00
		C4	1,270.58	1,270.58	0.00	5,395.63	5,395.63	0.00
		C4 - 218 Benefit	1,270.58	1,270.58	0.00	9,539.12	9,539.12	0.00
		C7 216 Benefit C7	312.01	312.01	0.00	5,741.54	5,741.54	0.00
		C7 - 218 Benefit	312.01	312.01	0.00	10,150.68	10,150.68	0.00
		Total	211,150.74	211,507.86	(357.12)	5,266,829.79	5,274,244.55	(7,414.76)
	Subordinate Lands	1002	=11,120.71		(557.12)	-,,,-	2,2,2	(,,,,,,,,,,)
		Cat S2	13,973.17	13,973.17	0.00	-	_	0.00
		Cat S2 - 218 Benefit	13,973.17	13,973.17	0.00	454,591.84	454,591.84	0.00
		Cat S3	466.97	466.97	0.00	-	-	0.00
		Cat S3 - 218 Benefit	466.97	466.97	0.00	11,686.17	11,686.17	0.00
		Total	28,880.28	28,880.28	0.00	466,278.01	466,278.01	0.00
	Total Acres		20,000.20	_0,000.20	3.30	,2,0.01		0.00
		City Acres	3,845.20	3,786.64	58.56	536,628.82	527,001.20	9,627.62
		Rural and Subordinate Acres	120,015.51	120,194.07	(178.56)	5,733,107.80	5,740,522.56	(7,414.76)
		Total	123,860.71	123,980.71	(120.00)		\$ 6,267,523.76	\$2,212.86
						-		

7

Book	Asso	essment Summary	2024 Unequalized Roll Units	2023 Equalized Roll Units	Variance	2024 Unequalized Roll Assessments	2023 Equalized Roll Assessment	Variance
Legend:								
	C1	Category 1 Commercial Proper	ties					
	C2	Category 2 lands (Ag with Dist						
	C3	Category 3 lands (Ag District s	ervice not available)					
	C4	Category 4 lands (Riverbottom,	sloughs, etc)					
	C7	Category 7 lands (Non-irrigated	l lands program)					

Board of Equalization - 2024 Assessment Year

Individual Parcel Changes - Lot Splits, Parcel Splits, Transfers, Category Changes

"Exhibit B"

				Prior	Current	Remarks
Parcel No.	Owner	Sq. Ft.	Acres	Assessment Category	Assessment Category	
040-082-006	Thinda, Sumeer & Puneeta - Etal		39.40	C2	C3	Two Users on Same Turnout, Property Needs Own Turnout
013-220-004	City of Madera Airport		1.00	C2	C2 Exempt	Make Exempt to Match County - Schafer - Not Getting Billed
006-591-066	K Hovnanian at Melanie Meadows, LLC	145054.80		City	City Exempt	Make Exempt to Match County - Roads
006-592-001	K Hovnanian at Melanie Meadows, LLC	109335.60		City	City Exempt	Make Exempt to Match County - Roads
006-590-055	K Hovnanian at Melanie Meadows, LLC	118919.00		City	City Exempt	Make Exempt to Match County - Roads
006-602-001	KB Home South Bay, Inc.	447274.80		City	City Exempt	Make Exempt to Match County - Roads
012-462-044	Valley Land Development, LLC	47916.00		City	City Exempt	Make Exempt to Match County - Roads
081-010-012	Town Center RM, LLC		9.34	C3	C3 Exempt	Make Exempt to Match County - Outlot 1A
081-020-006	Backbone RM, LLC		2.08	C3	C3 Exempt	Make Exempt to Match County - Outlot 2C
081-030-004	Backbone RM, LLC		3.59	C3	C3 Exempt	Make Exempt to Match County - Outlot 3A
081-030-009	Backbone RM, LLC		2.39	C3	C3 Exempt	Make Exempt to Match County - Outlot 3F
081-040-004	Backbone RM, LLC		1.68	C3	C3 Exempt	Make Exempt to Match County - Outlot 4B
081-040-005	Backbone RM, LLC		2.41	C3	C3 Exempt	Make Exempt to Match County - Outlot 4C
081-050-010	Backbone RM, LLC		2.01	C3	C3 Exempt	Make Exempt to Match County - Outlot 5D
081-050-011	Backbone RM, LLC		1.76	C3	C3 Exempt	Make Exempt to Match County - Outlot 5E
081-050-013	Backbone RM, LLC		1.63	C3	C3 Exempt	Make Exempt to Match County - Outlot 5G
081-100-008	Backbone RM, LLC		3.69	C3	C3 Exempt	Make Exempt to Match County - Outlot 11C
081-100-009	Backbone RM, LLC		2.05	C3	C3 Exempt	Make Exempt to Match County - Outlot 11D
081-100-021	Backbone RM, LLC		2.54	C3	C3 Exempt	Make Exempt to Match County - Outlot 11F
	Backbone RM, LLC		2.45	C3	C3 Exempt	Make Exempt to Match County - Outlot 13B
081-120-007	Backbone RM, LLC		5.04	C3	C3 Exempt	Make Exempt to Match County - Outlot 13C
081-130-003	Backbone RM, LLC		4.84	C3	C3 Exempt	Make Exempt to Match County - Outlot 14A
081-140-003	Backbone RM, LLC		2.72	C3	C3 Exempt	Make Exempt to Match County - Outlot 15B
081-150-005	Backbone RM, LLC		5.89	C3	C3 Exempt	Make Exempt to Match County - Outlot 16A
081-160-004	Backbone RM, LLC		2.09	C3	C3 Exempt	Make Exempt to Match County - Outlot 17A
081-160-005	Backbone RM, LLC		4.54	C3	C3 Exempt	Make Exempt to Match County - Outlot 17B
081-170-004	Backbone RM, LLC		3.56	C3	C3 Exempt	Make Exempt to Match County - Outlot 18B
081-240-082	Hillside RM, LLC	41087.00		City	City Exempt	Make Exempt to Match County - Roads
006-360-042	Pedro Valencia	5190.20		City	City	Parcel Split: 006-361-001 through 006-361-008
035-102-050	Richard Sambueso		0.01	C3	C3	Parcel Split: 035-102-061 & 035-102-062
035-080-046	City of Madera		2.23	C3	C3 Exempt	Make Exempt to Match County - City of Madera Owns
040-082-006	Thinda, Sumeer & Puneeta - Etal		39.40	C3	C2	Turnout 121/30 will be installed, Job# 07-22-4
040-021-007	John Samarin		18.88	C2	C3	Parcel cannot receive irrigation water
009-092-028	Freedom Legacy LLC	16211.00		City	City Exempt	Make Exempt due to Ownership: Madera Unified
009-092-040	Freedom Legacy LLC	16800.00		City	City Exempt	Make Exempt due to Ownership: Madera Unified
	Freedom Legacy LLC		3.47	C3	C3 Exempt	Make Exempt due to Ownership: Madera Unified
	Freedom Legacy LLC	·	15.14	C2	C2 Exempt	Make Exempt due to Ownership: Madera Unified
	RH 13/29 Ranch LLC		(0.01)	C2	C2	Parcel Number Change, Update Acreage
	RH 13/29 Ranch LLC		(3.06)	C2	C2	Parcel Number Change, Update Acreage
047-050-054	JHB 13/29 Ranch LLC	-	0.33	C2	C2	Parcel Number Change, Update Acreage
047-060-037	RH 13/29 Ranch LLC		(1.88)	C2	C2	Parcel Number Change, Update Acreage

1

Board of Equalization - 2024 Assessment Year

Individual Parcel Changes - Lot Splits, Parcel Splits, Transfers, Category Changes

"Exhibit B"

				Prior	Current	Remarks
Parcel No.	Owner	Sq. Ft.	Acres	Assessment Category	Assessment Category	
047-060-022	RH 13/29 Ranch LLC		(1.01)	C2	C2	Parcel Number Change, Update Acreage
012-461-010	Huizar-Mendoza, Katya & Rios, Juan	(7.50)		City	City	Parcel Merge, Update Acreage
012-461-080	DMP Development Corp	1929.10		City Exempt	City	Parcel Merge, Update Acreage
012-461-011	Risueno, Norma	12.70		City	City	Parcel Merge, Update Acreage
012-461-081	DMP Development Corp	2039.70		City Exempt	City	Parcel Merge, Update Acreage
009-330-033	Sealed Air Corporation	1497.80		City	City	Parcel Split, Update Acreage
008-130-019	Singh, Kuldeep & Rathour, Moika		(0.03)	C3	C3	Parcel Split
	Shojaei, Nahideh	1796.00		City	City	Parcel Split
033-180-002	Links Ranch, LLC		2.46	C2	C2	Parcel Split, Update Acreage
033-180-003	Links Ranch, LLC		2.57	C2	C2	Parcel Split, Update Acreage
035-162-037	MSR Holdings LLC		0.62	C3	C3	Parcel Split, Update Acreage
009-331-002	Span Development, LLC		2.38	C3 Exempt	C3	Parcel Merge, Exempt as of 09/18/2020
009-331-003	Span Development, LLC		2.30	C3 Exempt	C3	Parcel Merge, Exempt as of 09/18/2020
012-280-010	Camarena Health, Inc.	20998.00		City	City Exempt	Make Exempt to Match County
009-350-031	A G Miles, LLC	(13340.20)		City	City	Parcel Merge, Update Acreage
009-350-032	A G Miles, LLC	(9586.40)		City	City	Parcel Merge, Update Acreage
081-382-011	Creekside Holdings RM, LLC	224986.00		City	City	Added new parcel: 081-382-011 through 081-382-052
081-030-004	Backbone RM, LLC		(0.78)	C3 Exempt	C3 Exempt	Parcel Split
081-040-004	Backbone RM, LLC		(0.04)	C3 Exempt	C3 Exempt	Update Acreage to Match County Map
081-060-005	Backbone RM, LLC		(0.04)	C3 Exempt	C3 Exempt	Update Acreage to Match County Map
081-060-010	Backbone RM, LLC		0.35	C3 Exempt	C3 Exempt	Update Acreage to Match County Map
	Arroyo Holdings RM, LLC		(0.12)	C3 Exempt	C3 Exempt	Update Acreage to Match County Map
	Arroyo Holdings RM, LLC		(0.09)	C3	C3	Update Acreage to Match County Map
081-120-006	Backbone RM, LLC		0.80	C3 Exempt	C3 Exempt	Update Acreage to Match County Map
081-150-013	Backbone RM, LLC		(0.81)	C3 Exempt	C3 Exempt	Parcel Split never recorded, parcel no longer exists
008-074-001	Madera Unified School District	(1110780.00)		City Exempt	City Exempt	Changed from sq ft to acres - 2 acre basin behind MLK is going to take water.
008-074-001	Madera Unified School District		23.50	City Exempt - Acres	City Exempt - Acres	Changed from sq ft to acres - 2 acre basin behind MLK is going to take water.
008-074-001	Madera Unified School District		2.00	C2 Exempt	C2 Exempt	Changed from sq ft to acres - 2 acre basin behind MLK is going to take water.
081-010-012	Town Center RM, LLC		(1.14)	C3 Exempt	C3 Exempt	Parcel Split
081-010-015	Town Center RM, LLC		(0.80)	City Exempt - Acres	City Exempt - Acres	Parcel Split
081-010-027	Backbone RM, LLC		1.03	C3	C3 Exempt	Parcel Split
	Plaza Holdings RM, LLC		1.29	C3	C3 Exempt	Parcel Split
	Plaza Holdings RM, LLC		0.56	C3	C3 Exempt	Parcel Split
	Plaza Holdings RM, LLC		0.11	C3	C3 Exempt	Parcel Split
	Town Center RM, LLC		2.20	C3	C3 Exempt	Parcel Split
081-021-001	Town Center RM, LLC	11727.00	(0.27)	C3	City	Parcel Split
081-021-002	Town Center RM, LLC	7182.00	(0.17)	C3	City	Parcel Split
081-021-003	Town Center RM, LLC	4285.00	(0.10)	C3	City	Parcel Split
081-021-004	Town Center RM, LLC	11210.00	(0.26)	C3	City	Parcel Split
081-021-005	Town Center RM, LLC	79714.00	(1.83)	C3	City	Parcel Split
081-021-006	Camarena Health, Inc.	15681.00	(0.36)	C3	City	Parcel Split

Board of Equalization - 2024 Assessment Year

Individual Parcel Changes - Lot Splits, Parcel Splits, Transfers, Category Changes

"Exhibit B"

				Prior	Current	Remarks
Parcel No.	Owner	Sq. Ft.	Acres	Assessment Category	Assessment Category	
081-021-007	Town Center RM, LLC	9852.00	(0.23)	C3 Exempt	City	Parcel Split
081-021-008	Town Center RM, LLC	10024.00	(0.23)	C3 Exempt	City	Parcel Split
081-021-009	Town Center RM, LLC	3743.00	(0.09)	C3 Exempt	City	Parcel Split
081-401-040	Backbone RM, LLC	8712.00	(0.20)	C3 Exempt	City	Parcel Split
081-401-001	Plaza Holdings RM, LLC	466092.00	(10.70)	C3	City	Parcel Split
081-401-001	Plaza Holdings RM, LLC	(128536.00)		City	City	Parcel Split: Loss went to community roads
	Town Center RM, LLC		3.96	C3	C3 Exempt	Parcel Split
	Town Center RM, LLC		1.11	C3 Exempt	C3	Parcel Split
081-020-016	Town Center RM, LLC	299806.00	(6.88)	C3 Exempt	City Exempt	Parcel Split: Roads
081-020-017	Town Center RM, LLC	70302.00	(1.61)	C3 Exempt	City Exempt	Parcel Split: Roads
081-020-018	Town Center RM, LLC	102488.00	(2.35)	C3 Exempt	City Exempt	Parcel Split: Roads
081-021-010	Town Center RM, LLC	18801.00	(0.43)	C3	City	Parcel Split
081-021-011	Town Center RM, LLC	16064.00	(0.37)	C3	City	Parcel Split
081-021-012	Town Center RM, LLC	76665.00	(1.77)	C3	City	Parcel Split
	Town Center RM, LLC	1321610.40	(30.34)	C3	City	Parcel Split: 081-441-001 through 081-449-039
081-441-001	Town Center RM, LLC	(89242.40)		City	City	Parcel Split: Loss went to community roads
081-250-038	Hillside RM, LLC	(3421.00)		City	City	Parcel Split
081-330-017	Hillside RM, LLC	4392.00		City	City	Parcel Split
081-320-063	Hillside RM, LLC	25680.00		City	City Exempt	Parcel Split
	Creekside Holdings RM, LLC		(0.89)	C3	C3	Parcel Split
081-060-004	Creekside Holdings RM, LLC	63162.00	(1.45)	C3 Exempt	City	Open for direct charges
081-060-005	Backbone RM, LLC	247856.00	(5.65)	C3 Exempt	City	Open for direct charges
081-060-006	Backbone RM, LLC	24393.00	(0.56)	C3 Exempt	City	Open for direct charges
081-060-010	Backbone RM, LLC	59241.00	(1.71)	C3 Exempt	City	Open for direct charges
081-060-011	Backbone RM, LLC	38768.00	(0.89)	C3 Exempt	City	Open for direct charges
081-060-013	Backbone RM, LLC	51816.00	(1.19)	C3 Exempt	City	Open for direct charges
081-060-014	Creekside Holdings RM, LLC	20806.00	(0.48)	C3	City	Open for direct charges
	Creekside Holdings RM, LLC	85621.00	(1.97)	C3	City	Open for direct charges
081-391-001	Creekside Holdings RM, LLC	1134738.00	(26.05)	C3	City	Parcel Split: 081-391-001 through 081-394-026
081-391-001	Creekside Holdings RM, LLC	(245240.00)		City	City	Parcel Split: Loss went to community roads
			AFT	TER BOE WAS GIVEN TO) BOARD SECRETARY (05/11/23
081-080-017	Creekside Holdings RM, LLC	36089.00	(0.83)	C3	City	Parcel Split, trail
081-110-009	Creekside Holdings RM, LLC	6549.00	(0.18)	C3	City	Parcel Split, Outlot
	Creekside Holdings RM, LLC		(3.22)	C3	C3	Update acreage to match county
	Creekside Holdings RM, LLC	11822.00	(0.27)	C3	City	Parcel Split, Outlot
	Creekside Holdings RM, LLC		0.08	C3 Exempt	C3	Parcel Split
081-070-006	Creekside Holdings RM, LLC		0.07	C3 Exempt	C3	Parcel Split
081-411-001	Creekside Holdings RM, LLC	1236668.00	(28.39)	C3	City	Parcel Split: 081-411-001 through 081-413-042
081-411-001	Creekside Holdings RM, LLC	(312366.00)		City	City	Parcel Split: Loss went to community roads
	-	<u> </u>		-	-	·

Board of Equalization - 2024 Assessment Year

Individual Parcel Changes - Lot Splits, Parcel Splits, Transfers, Category Changes

"Exhibit B"

				Prior	Current	Remarks
Parcel No.	Owner	Sq. Ft.	Acres	Assessment Category	Assessment Category	
081-421-001	Creekside Holdings RM, LLC	752716.80	(17.28)	C3	City	Parcel Split: 081-421-001 through 081-422-030
081-421-001	Creekside Holdings RM, LLC	(253106.80)		City	City	Parcel Split: Loss went to community roads
	Creekside Holdings RM, LLC	578041.20	(13.27)	C3	City	Parcel Split: 081-431-001 through 081-432-042
081-431-001	Creekside Holdings RM, LLC	(179902.20)		City	City	Parcel Split: Loss went to community roads
035-010-041	Felicia Leshaun		3.77	C3 Exempt	C3	Out of exempt status: Disabled vet sold to two individuals
012-480-011	D.R. Horton CA3, Inc.	951350.40	(21.84)	C2	City	Parcel Split: 012-511-001 through 012-512-051
012-480-011	D.R. Horton CA3, Inc.	(244037.40)		City	City	Parcel Split: Loss went to community roads
029-250-007	Gabriel, Joaquin & Joann - Trustees		(0.01)	C7	C7	Changed acreage to match county

MADERA IRRIGATION DISTRICT BOARD OF EQUALIZATION 2024 CATEGORY 7 LANDS "EXHIBIT C"

Current parcels in Non-Irrigated Program:

Parcel	Owner of Record	Acres
011-370-002	Madera 13 LLC	8.99
011-370-003	Madera 13 LLC	8.49
027-201-002	Loredo, Samuel & Beth - Trustees	37.04
027-201-008	Oliver, Jesse	7.03
027-202-016	Gagliardi, Jim Vincenzo & Maryvonne - Trustee	12.87
028-080-027	Wilson, Robert C & Teresa L Trustees	6.65
028-130-028	Van Klaveren, C Mark & Kristi L - Trustees	19.68
029-250-007	Gabriel, Joaquin & Joann - Trustees	9.62
029-250-045	Duran, Guillermo and Maria G Medina	6.52
029-260-033	Letourneau, Edmond F & Frankie - Trustees	10.83
029-260-034	First Assembly Of God Church	10.83
029-260-046	Janzen, Philip D. & Rebecca A Trustees	9.09
029-280-041	Pastor, Rufino A & Nenita A	21.93
033-040-012	Charros Unidos Inc	9.69
033-040-016	Trang, Ben et al	23.62
034-130-033	Woodlake Development II, LLC	12.36
035-222-039	Velasco Esparza, Luis G & Velazco, Daisy G	9.82
045-152-007	Sanchez, Robert	8.03
047-330-012	Chimienti, Frank & Pasqua Family LP	18.84
048-040-016	Sullivan, Peter Paul & Laura D	9.40
048-270-001	Highway 99, LLC	52.67
		314.00

Engineering Department reviewed and confirmed parcels Lands assessed same as Category 2 lands. Waiver fee of \$10/acre.

Elgibility - Land must be fallow 3 years in a row.

Category Definitions "Exhibit D"

In 1978, the Madera Irrigation District Board of Directors, through Resolution #26-78, established land categories to equalize the assessments within the District to reflect the benefits provided by the District. Within these categories, full cash values were determined by the District Assessor. These values were last updated in 1981 by Resolution #24-81. The Madera Irrigation District Board of Directors re-established the Category Definitions by Resolution No. 2014-BOE1 on September 16, 2014. Definitions for land categories are as follows:

ORIGINAL DISTRICT LANDS

Rural Lands – Category 1: Full cash value per acre: \$940 Assessed value per acre: \$235

These lands are primarily used for commercial and industrial purposes. The size of any parcel may vary from a fraction of an acre and upward and may include an entire parcel or a portion of a parcel. Parking areas, storage areas, ponding areas and other areas directly connected to the industrial or commercial parcel will be included in this category.

Rural Lands – Category 2: Full cash value per acre: \$780 Assessed value per acre: \$195

Land developed for agricultural use where Madera Irrigation District water service is available.

Rural Lands – Category 2A: Full cash value per acre: \$780 Assessed value per acre: \$195

Lands developed for agricultural use where Madera Irrigation District water service is available. The 2A lands are not able to receive water until District delivery obligations have been met with the Category 2 Lands.

Rural Lands – Category 3: Full cash value per acre: \$600 Assessed value per acre: \$150

Lands developed for agricultural use where Madera Irrigation District water service is not available. All lands used exclusively for residential purposes, small and/or large acreage, will be included in Category 3 provided a residence is in existence. This category does not include residential lands within the City of Madera.

Rural Lands – Category 3A: Full cash value per acre: \$600 Assessed value per acre: \$150 Lands developed for agricultural use where Madera Irrigation District water service is not available. All lands used exclusively for residential purposes, small and/or large acreage, will be included in Category 3 provided a residence is in existence. This category does not include residential lands within the City of Madera. In the event that MID service becomes available to this land, it will be classified as Category 2A.

Rural Lands – Category 4: Full cash value per acre: \$180 Assessed value per acre: \$45

Lands that are undeveloped, non-irrigated, and vacant. This category includes parcels or portions of parcels in sloughs, riverbeds, borrow pits, County roads not deeded to the County of Madera, and subdivision lots until the subdivision has installed utilities and/or streets. Small parcels from a fraction of an acre or upward which are undeveloped, non-irrigated, and vacant and are located in the City or County of Madera shall be included in this category.

City Lands- Category 5: Unit Rate – First 43,560 square feet: \$.80 per sq. ft., and \$.40 per sq. ft. for the remaining square footage if parcel is one+ acres.

Residential lands within the City of Madera. These lands are assessed on the square footage of the parcel.

Rural Lands – Category 7: Full cash value per acre: \$780 Assessed value per acre: \$195

Lands that were previously Category 2, but have met the criteria set forth by the Board of Directors to become part of the "Non-irrigated Program". A \$10.00 per acre is charged annually in addition to the assessment charges. If a landowner should desire to no longer participate in the non-irrigated program but at a later date request to enter into the program again, the land will have to lay fallow for three consecutive years before the request will be considered. The landowner will be subject to all fees during that time.

Subordinate District Lands

Subordinate District Lands were annexed into the District after the original District boundary was established. The lands are not charged an annual assessment during the annual assessment process which is in accordance with their Subordinate Annexation Agreement with the District.

Subordinate Lands – Category S2: Full cash value per acre: \$780 (Original) Assessed value per acre: \$195

Land developed for agricultural use where Madera Irrigation District water service is available. These lands receive water during years the Board of Directors has declared surplus District water or when other outside water is available. These lands are assessed for the 9d Benefit Assessment during the annual original District assessment process.

Subordinate Lands – Category S2A: Full cash value per acre: \$780 Assessed value per acre: \$195

They are developed for agricultural use where Madera Irrigation District water service is available. The Category S2A lands are not able to receive water until District delivery obligations have been met with the Category S2 lands. These lands are assessed for the 9d Benefit Assessment during the annual original District assessment process.

Subordinate Lands – Category 3: Full cash value per acre: \$600 (Original) Assessed value per acre: \$150

Lands developed for agricultural use where Madera Irrigation District water service is not available. In the event that MID service becomes available to this land, it will be classified as Category S2. Category S3 are assessed for the 9d Benefit Assessment during the annual original District assessment process.

Subordinate Lands – Category S3A: Full cash value per acre: \$600 Assessed value per acre: \$150

Lands developed for agricultural use but do not have Madera Irrigation District water service available. In the event that MID service becomes available to this land, it will be classified as Category S2A. Category S3A are assessed for the 9d Benefit Assessment during the annual original District assessment process.

MADERA IRRIGATION DISTRICT ASSESSMENT COMPARISONS PER ACRE "Exhibit E"

ITEM	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
CATEGORY 1 LANDS PER ACRE: COMME	RCIAL AND INC	OUSTRIAL LA	ANDS								
GENERAL ASSESSMENTS	22.18	22.18	22.18	22.18	22.18	22.18	22.18	22.18	22.18	22.18	22.1
SYSTEMS REPAYMENTS	2.15	-	-	-	-	-	-	-	-	-	-
HIDDEN DAM REPAYMENTS	-	-	-	-	-	-	-	-	-	-	-
PROPOSITION 218 ASSESSMENTS	30.95	31.88	32.83	33.82	34.83	35.88	36.96	38.07	39.21	39.21	39.2
TOTAL CAT 1 ASSESSMENT/ACRE	55.28	54.06	55.01	56.00	57.01	58.06	59.14	60.25	61.39	61.39	61.3
CHANGE FROM PREVIOUS YEAR	1.67%	-2.21%	1.77%	1.79%	1.81%	1.83%	1.85%	1.88%	1.90%	0.00%	0.00
CATEGORY 2 & 2A LANDS PER ACRE: LAI	NDS DEVELOP	ED FOR AG I	JSE AND DIS	STRICT SERV	ICE IS AVAII	_ABLE					
GENERAL ASSESSMENTS	18.40	18.40	18.40	18.40	18.40	18.40	18.40	18.40	18.40	18.40	18.4
SYSTEMS REPAYMENTS	2.15	10.40	10.40	10.40	10.40	10.40	10.40	10.40	10.40	10.40	10
HIDDEN DAM REPAYMENTS	2.13	-	-	-	-	-	-	-	-	-	-
PROPOSITION 218 ASSESSMENTS	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53	32.53	32.5
TOTAL CAT 2 ASSESSMENT/ACRE	46.23	44.85	45.64	46.46	47.30	48.17	49.06	49.98	50.93	50.93	50.
CHANGE FROM PREVIOUS YEAR	1.63%	-2.98%	1.77%	1.79%	1.81%	1.83%	1.85%	1.87%	1.90%	0.00%	0.00
:ATEGORY 3 & 3A LANDS PER ACRE: LA	NDS DEVELOR	ED EOR AG I	ISE BUT NO	DISTRICT S	EDVICE AVA	II ARI E					
GENERAL ASSESSMENTS	14.16	14.16	14.16	14.16	14.16	14.16	14.16	14.16	14.16	14.16	14.
SYSTEMS REPAYMENTS	2.15	-	-	-	-	-	-	-	-	-	-
IIDDEN DAM REPAYMENTS	-	-	-	-	-	-	-	-	-	-	-
PROPOSITION 218 ASSESSMENTS	19.76	20.35	20.96	21.59	22.24	22.91	23.59	24.30	25.03	25.03	25.
TOTAL CAT 3 ASSESSMENT/ACRE	36.07	34.51	35.12	35.75	36.40	37.07	37.75	38.46	39.19	39.19	39.
CHANGE FROM PREVIOUS YEAR	1.63%	-4.32%	1.77%	1.79%	1.81%	1.83%	1.85%	1.87%	1.90%	0.00%	0.00
CATEGORY 4 LANDS PER ACRE: LANDS 1	THAT ARE UND	EVELOPED.	NON-IRRIGA	ATED FROM	ANY SOURCE	F AND VACA	NT (SI OUGH	IS. RIVER BI	FDS)		
GENERAL ASSESSMENTS	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.2
PROPOSITION 218 ASSESSMENTS	5.93	6.11	6.29	6.48	6.67	6.87	7.08	7.29	7.51	7.51	7.5
/INIMUM BILLING	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.0
TOTAL CAT 4 ASSESSMENT/ACRE	10.17	10.35	10.53	10.72	10.91	11.11	11.32	11.53	11.75	11.75	11.
CHANGE FROM PREVIOUS YEAR	1.80%	1.77%	1.74%	1.80%	1.77%	1.83%	1.86%	1.89%	1.90%	0.00%	0.0
CATEGORY 7 LANDS PER ACRE: (Non-Irrig WANDATORY \$10/ACRE ON LANDS IN ADD			ATEGORY 2	LANDS BUT	HAVE MET	CRITERIA TO	BECOME "I	NON-IRRIGA	TED"		
BENERAL ASSESSMENTS	18.40	18.40	18.40	18.40	18.40	18.40	18.40	18.40	18.40	18.40	18.4
JEINENAL AUGEOGIVIEN I O		10.40	16.40	16.40	16.40	10.40	16.40	16.40	10.40	10.40	10.4
VOTEMO DEDAVMENTO			-		-	-	-	-	-	-	
	2.15							-	-		
IIDDEN DAM REPAYMENTS	-	-	-	-			00.00	04.50	00.50		
IIDDEN DAM REPAYMENTS ROPOSITION 218 ASSESSMENTS	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53	32.53	
IIDDEN DAM REPAYMENTS ROPOSITION 218 ASSESSMENTS TOTAL CAT 7 ASSESSMENT/ACRE	25.68 46.23	26.45 44.85	27.24 45.64	28.06 46.46	28.90 47.30	29.77 48.17	49.06	49.98	50.93	50.93	50.
HIDDEN DAM REPAYMENTS PROPOSITION 218 ASSESSMENTS TOTAL CAT 7 ASSESSMENT/ACRE	25.68	26.45	27.24	28.06	28.90	29.77					50.9
HIDDEN DAM REPAYMENTS PROPOSITION 218 ASSESSMENTS TOTAL CAT 7 ASSESSMENT/ACRE CHANGE FROM PREVIOUS YEAR CITY PARCEL SQUARE FOOT BASIS:	25.68 46.23	26.45 44.85	27.24 45.64	28.06 46.46	28.90 47.30	29.77 48.17	49.06	49.98	50.93	50.93	50.9
HIDDEN DAM REPAYMENTS PROPOSITION 218 ASSESSMENTS TOTAL CAT 7 ASSESSMENT/ACRE CHANGE FROM PREVIOUS YEAR CITY PARCEL SQUARE FOOT BASIS: AVERAGE ON 8,000 SQ FT LOT)	25.68 46.23 1.63%	26.45 44.85 -2.99%	27.24 45.64 1.77%	28.06 46.46 1.79%	28.90 47.30 1.81%	29.77 48.17 1.83%	49.06 1.85%	49.98 1.87%	50.93 1.90%	50.93 0.00%	32.5 50.9 0.00
SYSTEMS REPAYMENTS HIDDEN DAM REPAYMENTS PROPOSITION 218 ASSESSMENTS TOTAL CAT 7 ASSESSMENT/ACRE CHANGE FROM PREVIOUS YEAR CITY PARCEL SQUARE FOOT BASIS: AVERAGE ON 8.000 SQ FT LOT) SECHANGE FROM PREVIOUS YEAR	25.68 46.23	26.45 44.85	27.24 45.64	28.06 46.46	28.90 47.30	29.77 48.17	49.06	49.98	50.93	50.93	50.9

	202	4 Assessment I	Rates and Forn	nulas	1
		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			Value/Acre
Rural Land	is:	Asmnt Rate			Category
Original I		\$0.09436830	-	Cat 1	\$235
9d Benef		\$0.16683692		Cat 2	\$195
04 20.10.		4000000		Cat 3	\$150
Example:	Category 2 Par	rcel		Cat 4	\$45
	of acres in par		19.62	Cat 7	\$195
	essed value of		195.00	Sub 2	\$195
Assessment Rate:			\$0.09436830	Sub 3	\$150
				<u> </u>	·
Gen Asmt	19.62	Acres			
х	\$195.00	Assessed Valu	е		
	3825.9	Total Assessed	d Value		
X	0.09436830	Assessment R	ate		
	\$361.04	General Asses	sment		
9d Ben	19.62	Acres			
х	\$195.00	Assessed Valu	е		
	3825.9	Total Assessed	d Value		
X	0.16683692	Assessment R	ate		
	\$638.30	9d Benefit Ass	essment		
				Proof:	
	\$999.35	Total 2024 Ass	essment	19.62 x \$50	0.93= \$999.25
Subordina	te Lands:	Asmnt Rate	_		
Original Subordinate:		\$0	=		
Other Su	bordinates:	\$0.16683692			
Example:	Subordinate 2	Parcel			
Gen Asmt	10.62	Acres			
X X		Assessed Valu	•		
^		Total Assessed			
х		Assessment R			
X		General Asses			
	φ0.00	General Asses	Silielit		
0d Pon	10.62	Aores			
9d Ben		Acres			
X		Assessed Value Total Assessed			
v					
X		Assessment Range 9d Benefit Ass			
	φυ 30.3 0	ou benefit ASS	Cooment	Proof:	
	\$638.30	Total 2024 Ass	essment		2.53= \$638.24
	φυσυ.30	10tal 2024 ASS	COOMICH	13.02 A \$32	2.00= \$000.24
City Lands		Asmnt Rate			
City Lanus	o.	\$0.00449769	-		
Evenne	9 000 on ft l-4				
⊏xampie:	8,000 sq ft lot		oizo		
		Square feet lot			
		Unit rate up to			
		Assessed Valu			
		Assessment R			
	\$28.80	Total 2024 Ass			
		Note: Unit rate is			
		thing over 43,560	sq tt		
Minimum		040/			
Minimum /	ASMt:	\$10/parcel			

AGENDA ITEM 2a.



MADERA IRRIGATION DISTRICT BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY REGULAR MEETING APRIL 18, 2023

MINUTES

Directors Present: James Erickson, President

Tim DaSilva

Brian Davis entered at 1:12 p.m. Carl Janzen, Vice President

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

C. Contreras, Operations and Maintenance Manager (OMM Contreras)

J. Furstenburg, Controller

Others Present: General Counsel John Kinsey via Zoom, Wanger Jones Helsley; Kip Hudson, Hudson Henderson; Tom Coleman; Phil Janzen; Ralph Pistoresi; Joel Hastings; others on the Zoom or in-person 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.

APPROVAL OF AGENDA

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

VOTE: ROLL CALL

AYES: Directors Loquaci, Janzen, DaSilva, and Erickson

NOES: ABSTAIN: **ABSENT: Director Davis**

POTENTIAL CONFLICTS OF INTEREST: Closed Session

There were no potential conflicts noted.

PUBLIC COMMENT: Closed Session

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

Director Davis entered the meeting at 1:12 p.m. during Closed Session.

- 1. <u>CLOSED SESSION</u> 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 (2 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 and consolidated cases
 - 1f. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Madera Irrigation District and Madera Irrigation District Groundwater Sustainability Agency v. Madera County Groundwater Sustainability Agency, Madera County Board of Supervisors, County of Madera, Case No. MCV086277
 - 1g. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Madera Irrigation District and Madera Irrigation District Groundwater Sustainability Agency v. Madera County Groundwater Sustainability Agency, Madera County Board of Supervisors, County of Madera, Case No. MCV087598

- 1h. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; *NRDC v. Rogers*, U.S. District Court, Eastern District of California (Sacramento Division), Case No. 88-CV-1658-JAM-GGH
- 1i. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 Pursuant to Paragraph (1) of subdivision (b) of Government Code Section 54957
 Title: General Manager

CALL TO ORDER REGULAR SESSION/ PLEDGE OF ALLEGIANCE

President Erickson called regular session to order at 2:05 p.m. with staff in attendance and the public in attendance.

REPORT ON CLOSED SESSION

There was no reportable action taken during Closed Session and the Board will reconvene to Closed Session for item 1i.

POTENTIAL CONFLICTS OF INTEREST

There were no potential conflicts of interest noted.

PUBLIC COMMENT: MID Groundwater Sustainability Agency & Regular Session

Tom Coleman thanked the Board for the work they do to provide water to subordinate growers. Mr. Coleman added that he knows the Board works twice as hard to obtain water for subordinates and although this year will be an easier year, he wanted to thank them for the past years.

ADJOURN AS MID BOARD OF DIRECTORS & CONVENE AS MID GROUNDWATER SUSTAINABILITY AGENCY – 2:08 p.m.

- a. Update on MID Groundwater Sustainability Agency (GSA)
 - Joint GSP Annual Report
 - Press Release: MID Unable to Take Action Due to Madera County's Failure to Implement the GSP

AGM Nolan reported the District submitted the Annual Report along with the other GSAs in the Joint GSP, that includes Madera County, Madera Water District, and the City of Madera. AGM Nolan noted Table 7.1 in the Annual Report shows a list of the project and management actions and the status. The orange highlighted projects are projects that include MID and have already been implemented. There are 21 total MID projects listed in the Joint GSP and 20 have already been implemented. MID's additional recharge basins Phase 2 project was planned for implementation in 2040, however the District is currently working on the implementation.

The District released an RFP for potential parcel acquisition last Friday to acquire additional property for basins. AGM Nolan reiterated the District has 21 projects with 20 already completed. The 21st project planned for 2040 is currently in the works in 2023. We are well ahead of schedule for SGMA implementation.

AGM Nolan noted of the projects that have been implemented amongst the 4 GSAs 20 are MID projects and 1 project has been completed by the City of Madera. AGM Nolan stated the Annual Report was submitted to the Department of Water Resources earlier this month.

AGM Nolan noted the District's press release on the County's failure to implement the GSP was included in the board packet. AGM Nolan reviewed Table 7.2 of the Annual Report, which directly relates to the Board being unable to take action on the Joint GSP updates. One of the projects listed for Madera County is the Chowchilla Bypass Flood Flow Recharge Phase 1 project and the status update states that construction is expected to begin in 2023. AGM Nolan stated that is *this* year. Madera County's demand management action is also included in Table 7.2 and includes the 2022 annual benefit and benefit to date of zero. AGM Nolan stated the Annual Report was submitted to the State of California.

AGM Nolan stated RFP for potential parcel acquisition is open to any MID landowner. It is a simple process and form. AGM Nolan encouraged anyone that would like to submit a proposal do so by the May 26, 2023 deadline. The process was successful several years ago and the District purchased several properties. If the District finds any parcels through this process, it will be included in the June 13 board meeting. Director Davis questioned if we have received any proposals yet. AGM Nolan responded we have received several proposals and a lot of interest.

AGM Nolan reported MID continues to work with Natural Resources Conservation District ("NRCS"). The deadline was the beginning of April for the second round of the pilot program MID helped establish. NRCS received additional funding for MID landowners. Additionally, MID partnered with NRCS for \$1.5 million of funding for MID landowners for on-farm practices and conservation practices. NRCS is now reviewing those applications.

GM Greci thanked AGM Nolan for highlighting the Annual Report because it shows the commitment of the MID Board and the investment in the future for the District landowners by implementing the projects way ahead of schedule. It clearly shows the concerns of MID on the lack progress by the other GSAs, specifically Madera County and the lack of implementation of their projects and the impacts on MID's growers.

ADJOURN AS MID GROUNDWATER SUSTAINABILITY AGENCY & RECONVENE AS MID BOARD OF DIRECTORS – 2:15 p.m.

2. CONSENT AGENDA

- 2a. Approval of February 21, 2023 Board Meeting Minutes
- 2b. Approval of March 2, 2023 Special Board Meeting Minutes
- 2c. Discussion / possible action on March 15, 2023 Special Board Meeting Minutes
- 2d. Discussion / possible action on March 21, 2023 Special Board Meeting Minutes
- 2e. Discussion / possible action on approval of warrant list payments through March 30, 2023

- 2f. Discussion / possible action on monthly financial reports for January and February 2023
- 2g. Discussion / possible action on modifications to District Policies, Resolution No. 2023-15

Section 213 – Use of Personal Vehicle

MOTION: Director Janzen / Director DaSilva to approve the consent agenda items 2a. – 2g.

DISCUSSION: Director Janzen questioned if there will be a form directors need to fill out for the revised policy. Secretary Sandoval stated she will let board members know what is needed.

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

VOTE: ROLL CALL

AYES: Director Loquaci, Janzen, Davis, DaSilva, and Erickson

NOES: ABSTAIN: ABSENT:

3. <u>DEPARTMENT REPORT – DISTRICT OPERATIONS</u>

OMM Contreras reported the pipeline projects are on hold until the maintenance season. OMM Contreras reported there are out of District turnouts currently under review by MID and the U.S. Bureau of Reclamation ("USBR"). The new turnout box for the Markarian private basin was completed. New MID turnouts have been requested by Rakkar Farms and 5 new meters have been purchased. The new engineering building design has been approved and manufacturing is underway. OMM Contreras reviewed the operations and maintenance photos. Director Loquaci complimented OMM Contreras and his department on their work getting water to growers and all of the repairs/work completed.

OMM Contreras noted the District will be reimbursed for the work completed on the Markarian basin. AGM Nolan complimented OMM Contreras and his staff on the amazing work they have been doing. OMM Contreras reviewed the Semiannual Well Run Average Depth to Groundwater graph. AGM Nolan noted this is the average of the wells that are monitored throughout the District.

4. GENERAL MANAGER'S REPORT

- 4a. Update of Activities
 - Madera-Chowchilla Water & Power Authority ("MCWPA")
 - Water Supply

GM Greci reported the Madera Canal has been running, but not at design capacity. There have been some issues due to the reservoir being so low because they are trying to get it low for flood operations that the power plant that dumps into Madera Canal doesn't produce enough water. They are trying to bypass flows around the power plant to try to balance that. MCWPA staff have been working closely with Friant Power Authority and USBR to ensure water is not over or under released.

GM Greci reported the power plants are currently running on the Madera Canal. There was a capital improvement budget item to replace the filtration system for the cooling water at 980 Power Plant. The parts have been ready and the contractor and MCWPA are working on scheduling. The 980 Plant will be offline while the repairs are being made. It will avoid having to take the plant down every 4 days to backflush those old filtration systems.

GM Greci reported he and MCWPA staff met with the consultant that completed the original programming on the power plants and he is developing a scope to provide an upgrade to the programming. There are currently large outdated controls at the plants, and they will be replaced with a small computer box with updated components. GM Greci stated the MCWPA board meeting has been scheduled for next week.

GM Greci stated he recently presented at the Grower Experience with Recharge event held by Sustainable Conservation, NRCS, and RCD. GM Greci stated Director Davis's family presented and the Markarians provided a tour of their new basin.

GM Greci stated we are still in uncontrolled season and will be for some time. The District has access to its full Class 1 and Class 2 supplies, URF water, and RWA. There is also 215 water available, but the District has not entered into a 215 contract because there is so much other water available. GM Greci stated Hidden is out of flood operations and grower demands are up. GM Greci stated a significant number of new users are starting up.

GM Greci stated last week the Friant Water Authority annual meeting was held. He noted it is open to the public and encouraged anyone that can to attend in the future.

An individual on Zoom questioned if there is ranking criteria available for the RFP for potential parcel acquisition. AGM Nolan responded there is and interested parties should email Andrea Sandoval for a copy.

Director Davis questioned if there have been additional lidar fly overs to determine how much snow pack there is. President Erickson stated there was one last week and there should be a report at the next Friant Water Authority meeting. GM Greci stated there is a lot of snow and we are going to be in uncontrolled season through at least July. Director Davis questioned how much water we will carry over to next water year even if we max out our deliveries. GM Greci stated USBR has not been consistent when it comes to the criteria for carryover. There are not max carryover amounts in our contracts, however, in recent years a max carryover of 10% of your contract supply has been allowed by USBR.

5. <u>OLD BUSINESS</u>

5a. Discussion / possible action on Revised Crop Water Distribution Policy, Resolution No. 2023-16

MOTION: Director Davis / Director Loquaci to approve the Revised Crop Water Distribution Policy, Resolution No. 2023.

DISCUSSION: GM Greci stated we are moving into the irrigation season rather than recharge mode. GM Greci stated we will need to move to an irrigation rate. GM Greci suggested the rate change occur next week. He stated this year the goal is not revenue, but to put as much water in the ground as possible. It would be ideal to keep the rate as low as possible. GM Greci stated staff recommendation is between \$70 - \$80 per acre foot in order balance the budget.

Director Loquaci stated at the end of the season when the budget has been balanced, we can go down to \$25 per acre foot like we did in 2019. GM Greci stated there may be an opportunity for fall recharge. GM Greci commended the MID growers for taking recharge water. He stated we have had so many growers come in and take water for recharge since January. GM Greci stated the District has been highlighted in articles all over California for its recharge efforts and when he is asked how we have been so successful he gives credit to the growers.

GM Greci stated the District continues to have USBR water costs. Director Janzen questioned if the rates have been published. GM Greci stated it depends on what water the District delivers, there are many types of water available. Director Janzen noted USBR will want MID to pay for Class 1 and Class 2 water and if not, the District will have to pay the extraordinary costs. GM Greci stated it depends and there are many variables to the costs of water.

Director Loquaci suggested \$72.50 per acre foot for Original District and \$145 for Subordinates. Director Janzen stated that is close to what the District will be paying for the water. Operational Management water was set at \$80 per acre foot. The rate will change on April 24, 2023 at the first meter reading.

Director Janzen questioned how many flat raters there still are. Controller Furstenburg stated there are only one or two that sign up each year. AGM Nolan stated it is not cost effective to change them to Original District.

AGM Nolan stated the District has asked Madera County related to the Governor's Executive Order to please identify where they still see an imminent threat for flooding, and we have not received a response. GM Greci stated this will have an impact when the District is running contract water supplies with an associated rate. GM Greci stated there are no flood operations in the District facilities.

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

MID-GSA Board Meeting April 18, 2023 Page 8

VOTE: ROLL CALL

AYES: Director Loquaci, Janzen, Davis, DaSilva, and Erickson

NOES: ABSTAIN: ABSENT:

6. **NEW BUSINESS**

6a. Discussion / possible action on Setting Dates for Board of Equalization

MOTION: Director Janzen / Director Davis to approve June 13 and June 16 as the Board of Equalization dates.

DISCUSSION: Secretary Sandoval noted she spoke with the Board regarding the June 13 and June 16 at 2:00 p.m. dates for the Board of Equalization. She stated as a reminder once the dates are set, they cannot be changed. The dates will be published in the Madera Tribune. The regular June meeting scheduled for June 20 will be cancelled.

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

VOTE: ROLL CALL

AYES: Director Loquaci, Janzen, Davis, DaSilva, and Erickson

NOES: ABSTAIN:

ABSENT:

6b. Discussion / possible action on placing nomination of Brian Davis as a member of the Association of California Water Agencies Region 6 Board of Directors, Resolution No. 2023-17

MOTION: Director Janzen / Director Loquaci to approve the nomination of Brian Davis as a member of the Association of California Water Agencies Region 6 Board of Directors, Resolution No. 2023-17.

DISCUSSION: Director Janzen stated Director Davis represents the District well at Region 6. He has been on the ACWA Region 6 Board since 2017.

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

VOTE: ROLL CALL

AYES: Director Loquaci, Janzen, Davis, DaSilva, and Erickson

MID-GSA Board Meeting April 18, 2023 Page 9

> NOES: ABSTAIN: ABSENT:

6c. Discussion / possible action on the acceptance of the Audited Financial Statements for Year Ending December 31, 2022 and 2021, Resolution No. 2023-18 [Timed Item 2:45 p.m.]

MOTION: Director Janzen / Director Davis to accept the Audited Financial Statement for Years Ended December 31, 2022 and 2021, Resolution No. 2023-18.

DISCUSSION: Controller Furstenburg introduced Kip Hudson from Hudson Henderson. Mr. Hudson stated there were no material deficiencies noted in the audit. There was a semi-material adjustment made for the water rights fees that were paid in 2022, but 50% of the payment was made in 2023. There were no findings in the current audit. The District's total net position at the end of 2022 was \$76,459,471.

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

VOTE: ROLL CALL

AYES: Director Loquaci, Janzen, Davis, DaSilva, and Erickson

NOES: ABSTAIN: ABSENT:

7. <u>DIRECTOR REPORTS, COMMITTEE REPORTS, FUTURE AGENDA ITEMS</u>

Director DaSilva reported on the RMC meeting.

Director Davis thanked the Board for the ACWA nomination. Director Davis stated OMM Contreras' staff has been doing a great job, but he continues to speak with the canal operators regarding capacities. OMM Contreras noted many of the canal operators are new this year. Director Davis stated growers will need to be patient.

Director Janzen reported on the San Joaquin River Conservancy and Regional Water Management Group.

Director Loquaci stated we need to keep moving forward on SGMA and even though the MID Board did not take action on the Revised Joint GSP, the District is still committed to sustainability and making progress. Director Loquaci added MID supports the coordination agreement and the domestic well program MOU.

Director Erickson reported on Friant Water Authority and he thanked the Board members that attended the Friant Water Authority annual meeting.

Regular Session adjourned at 3:45 p.m.

The Board reconvened to Closed Session for item 1i. at 3:50 p.m. to 4:43 p.m.

There was no reportable action taken during Closed Session.

8. <u>ADJOURNMENT</u>

President Erickson adjourned the meeting at 4:45 p.m.



AGENDA ITEM 2b.

12152 ROAD 28¹/₄ • MADERA • CA 93637 Phone (559) 673-3514 FAX (559) 673-0564

Board of Directors
♦ Carl Janzen ♦ Tim DaSilva ♦ Brian Davis ♦ James Erickson ♦ David Loquaci
General Account
General Account
Warrant No. 46103 thru 46335 Dates 4/14/2023 thru 5/31/2023 Total \$1,186,874.30
\$1,842,913.50
Approved for payment by the Board of Directors
June 13, 2023
James Erickson, President
the state of the s
Andrea Kwock Sandoval, Secretary

WARRANT LIST Through May 31, 2023

CHECK NUMBER	CHECK DATE	VENDOR NAME	DESCRIPTION	ADDITIONAL DETAIL	CHECK AMOUNT
46103		PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	Postage Machine Lease	Feb, March, April	442.61
46104 46105	4/14/2023	PG&E AFLAC AMERICAN FAMILY LIFE	Office, Shop, Control Gates, Ag Pumps Employee Payroll Deductions		8,591.79 775.68
46105		GEORGE'S AUTO SUPPLY	Cabin Air Filters, Spark Plugs, Oil Filter, Brackets, Grote Pigtail		137.57
46107	4/14/2023	NAPA-GENUINE PARTS COMPANY	Belt Tensioner Assembly & Drive Pulley		78.37
46108		QUINN COMPANY	Breather Filter Kit & Seal #8-15		190.61
46109 46110		VALLEY IRON, INC SPARKLETTS	(10) Pipe,(5) Expanded Metal,(8) Sq Tube, (4) 3" I Beam Water: (20) 24pk, (11) 5 Gal		2,169.60 336.17
46111		KROEGER EQUIPMENT & SUPPLY CO	(10 ft) 3/8" Nylon Tubing #2-23		10.41
46112	4/14/2023	TECO	Misc Tools & Supplies		446.23
46113		CREATIVE COPY	Business Cards - J. Baker		53.71
46114 46115		M I D EMPLOYEES ASSOCIATION TECHNOFLO SYSTEMS	Employee Payroll Deductions 24" Meter, 8" Meter, 10" Meter, Spindle Repairs		262.50 7,199.84
46116		SILVA FORD MADERA	(4) Purge Control Valve, (2) Washer Nozzle, Bumper Assembly		1,426.23
46117		CALIFORNIA INDUSTRIAL RUBBER	(6) 1/4" x 12" Skirtboard, 6" Aluminum Coupler		225.35
46118		FRESNO VALVES & CASTINGS INC.	(2) 15" Line Gate		3,550.58
46119 46120		SCHOETTLER TIRE FRESNO TRUCK CENTER	(12) Tires, (1) Installation Speed Sensor #1-19		5,300.62 121.60
46121		FRIANT WATER AUTHORITY	Call for Funds	April	68,923.00
46122		FRESNO WIRE ROPE AND RIGGING, INC.	Tie Down Chains w/ Grab Hooks		621.61
46123		FASTENAL COMPANY	Misc Tools & Supplies		1,860.09
46124 46125		CALTECH WEB LLC PRE-EMPLOYMENT INVESTIGATIONS	RWMG: Monthly Website Maintenance Pre-Employment Records Search		99.00
46126		LINDE GAS & EQUIPMENT INC.	Rental: Welding Tank		119.57
46127		ACWA/JPIA	Monthly Medical, Dental, & Vision Insurance Premiums	May	37,117.34
46128		POWER BUSINESS TECHNOLOGY	Maintenance Contract: 2 Printers		237.78
46129		BRADY INDUSTRIES CALMAT CO DBA VULCAN MATERIALS CO	Foam Cups, (2) Bathroom Tissue		248.93
46130 46131		QUENCH USA, INC.	(7.8 Ton) Rip Rap Rock Water Dispenser Rental	2nd Qtr 2023	388.98 269.85
46132		HARBOR FREIGHT TOOLS USA, INC.	Face Mask, Magnetic Hooks, Super Glue	2.10 Qu 2020	37.28
46133		CAL-PACIFIC SUPPLY INC.	(2) Swivel Mount Jack		108.23
46134		HOME DEPOT CREDIT SERVICES GOLDEN STATE PETERBILT	Misc Tools & Supplies		942.72
46135 46136		CONCENTRA MEDICAL CENTERS	(2) Mud Flap Brackets Pre-Employment Exam		101.73 195.00
46137		LOWE'S COMPANIES INC.	Misc Tools & Supplies		1,702.96
46138		NIXON-EGLI EQUIPMENT CO.	Troubleshoot & Repair #6-11		1,765.44
46139		VERIZON WIRELESS MARK DUARTE	Data Plan: Cell Phones, Tablets, Rubicon Gates, Sim Cards		2,379.55
46140 46141		SIERRA HYDROGRAPHICS	Pesticide Spraying: Office Hydrographic Services		40.00 16,422.55
46142		H.T. HARVEY & ASSOCIATES	Project# 4523-02: FR Weir Construction		1,327.00
46143		WALPOLE & CO., LLP	Sage Consulting		87.50
46144		SEBASTIAN - ALARM MONITORING	Monthly Alarm Monitoring		204.85
46145 46146		WANGER JONES HELSLEY PC CAROLLO ENGINEERS, INC.	Legal Fees through 03/15/23 Professional Services - FRAM	March	18,376.40 692.50
46147		MAMMOTH OXYGEN	Finance Charge	Trial of the state	8.12
46148		O'REILLY AUTO PARTS	Phone Holder, LED Mini Bulb #3-13		40.93
46149		COVERALL NORTH AMERICA, INC	Monthly Janitorial Services	April	778.00
46150 46151		COUNTY OF MADERA - TOSHIBA FINANCIAL SERVICES	Trash to Landfill Copier Lease & Startup		403.90 802.09
46152		REAL-TIME INFORMATION SERVICES, INC.	Servers/Workstations:SmartOptions, Anti-Virus, Backups; Cable		2,636.48
46153		ZOOM IMAGING SOLUTIONS, INC.	Maintenance Contract: 2 Printers + Usage		516.29
46154		UPL NA INC	(250 Gal) Teton		24,733.28
46155 46156		CAPITAL ONE TRADE CREDIT ADVANCED DISTRIBUTION CO.	(12 pk) 25' Tape Measure 5 Gal Zep-O-Shine Auto Cleaner, Assorted Hydraulic Fittings		2,207.75
46157		WEST SIDE WATER CONDITIONING	Well Service		195.00
46158		NUTRIEN AG SOLUTIONS, INC.	(530 Gal) Roundup Custom		17,532.00
46159		C & C DOOR SERVICE COMPANY	Door Closer, Top Pivot Assembly w/Install		645.00
46160 46161		HI TOUCH BUSINESS SERVICES DAVIDS ENGINEERING, INC.	Misc. Office Supplies Professional Services - Madera GSP & Basin	Feb - March	165.17 2,827.85
46162		VAN DE POL, INC.	Cardlock Fuel	reo - waten	7,532.40
46163		UMPQUA BANK \$8,542.15	Travel, Computer Replacement, Software	Admin	2,497.39
			Vehicle R&M, Maint & Repair, Safety, Telephone	Operations	452.42
			Gates, Office Supplies Materials & Supplies, Safety, Uniforms	Engineering Shop	34.49 5,271.57
			Travel	Finance	286.28
46164		OTT HYDROMET CORP	Discharge Recorder & Accessories		2,732.46
46165		MULTIQUIP INC. (FILE 2368)	(2) 2" Submersible Pump		769.82
46166		GEOTAB USA, INC. REY'S GARDEN SERVICES INC	ProPlus Plan - Fleet Track Monthly Lawn Service	March	1,244.25
46167 46168		CINTAS CORP	Monthly Lawn Service Uniforms & Supplies	1	300.00
46169	4/14/2023		(5) Truck First Aid Kits		323.63
46170	4/19/2023		Gate Actuator		25.57
46171		MADERA CHOWCHILLA WATER &	Call for Funds #429	March	84,405.85
46172 46173		LINDE GAS & EQUIPMENT INC. BORGA STEEL BUILDINGS & COMPONENTS, INC.	Rental: Welding Tank #2 - Final Payment Eng. Dept. Building		160.76 9,492.39
46174	4/28/2023		Office Phones & Internet		969.79
46175	4/28/2023	A T & T	Office Phones, Fax, Alarms, Tablets		1,638.79
46176	4/28/2023		Office, Shop, Control Gates, Ag Pumps	A:1	8,462.33
46177 46178		MADERA COUNTY RECORDER MADERA COUNTY RECORDER	Deed-CD (1) Redemption Certificate	April	25.00
46178		BUREAU OF RECLAMATION	I75R-2891D: Recir. Recaptured Water	2022	35,872.95
46180	4/28/2023	BUREAU OF RECLAMATION	I75R-2891D: Recir. Recaptured Water	2023	36,884.50
46181		GENERAL BUILDERS SUPPLY CO.	Tape, Key & Ring, Grommets, Fan		115.52
46182 46183		GEORGE'S AUTO SUPPLY NAPA-GENUINE PARTS COMPANY	Battery, (2) Tail Light, Marker Light (24) Brake Cleaner, Brake Pads &(2) Rotors #3-13		168.87 286.35
46184		VALLEY IRON, INC	(4) 3" 5.7# I Beam,(5) #3 Expanded Metal		1,972.08
46185		TARGET SPECIALTY PRODUCTS	Kaput-D, Brandt MSO, Payload, Greenclean Liquid		16,586.53

	4610 d	4/00/000	MID EMBLOYEDS ASSOCIATION		<u>, </u>	•
	46186		M I D EMPLOYEES ASSOCIATION	Employee Payroll Deductions		262.50
-	46187		TECHNOFLO SYSTEMS	Digital Conversion Kit, O-Ring		1,278.06
	46188		SCHOETTLER TIRE	Tire, Valve Stem, Mount #5-92	1	338.45
	46189		FRESNO TRUCK CENTER	(6) Seat Adapters for Air Bag Springs, (6) Pipe Fitting Tee	WW 2022	146.22
	46190		FRIANT WATER AUTHORITY	Recaptured Water	WY 2023	95,817.00
	46191		MADERA COUNTY FARM BUREAU	RWMG: 2016 Prop 1 IRWM DAC Grant		13,967.30
	46192		MADERA AUTO CENTER	A/C Diagnostics & Repair #2-20		1,951.31
-	46193		LINDE GAS & EQUIPMENT INC. STERICYCLE, INC.	Welding Gases Decument Management Services	 	199.46
	46194		· · · · · · · · · · · · · · · · · · ·	Document Management Services		150.87
	46195		POWER BUSINESS TECHNOLOGY	Shipping Fee: Toners		25.95
	46196 46197		KLINGSPOR ABRASIVES, INC.	Flapwheel, Grit, Cutoff Wheel, Flap Disc		443.60
	46197	4/28/2023	BIG W SALES	Employee Payroll Deductions		327.95 190.68
	46199		HARBOR FREIGHT TOOLS USA, INC.	(24)Air Induct Tip, QT Cap, Seat Washer Rubber Caster &Brake,Compressor Test Kit		68.14
	46200		MALLORY SAFETY AND SUPPLY LLC	(6) Headgear for Face Shield		84.38
	46201		KAISER FOUNDATION HEALTH PLAN	Monthly Medical Insurance Premiums	May	36,048.00
	46202		MADERA COUNTY TAX COLLECTOR	Revenue Impact	2022/2023	20,996.73
	46203		SUN LIFE AND HEALTH INSURANCE	Monthly Life Insurance Premiums	May	2,685.84
	46204		SUN LIFE AND HEALTH INSURANCE	Employee Payroll Deductions	Iviay	281.30
	46205		BSK & ASSOCIATES	Water Testing: Office		455.50
	46206		WESTERN AG & TURF	(2 Gal) Primer, (2 Gal) Gray Glue, Swabs		536.71
-	46207		SEBASTIAN - ALARM MONITORING	Repair Security Camera Malfunction		490.00
	46208		RED ROCK ENVIRONMENTAL	Trash to Landfill		301.94
	46209		SC FUELS	(3,914.90 Gal) Clear Diesel		15,249.27
	46210		O'REILLY AUTO PARTS	A/C Leak Detection Kit, Engine Mount, Battery Box		271.12
	46211		DIGITAL ATTIC, INC	Website Support Consulting		23.75
-	46212		REAL-TIME INFORMATION SERVICES, INC.	Sonic Wall - 2 Year Renewal, StorageCraft SPX - 1 Year Renewal		1,825.00
	46213		BLANKINSHIP & ASSOCIATES, INC	Aquatic Weed NPDES Permit	2023	3,056.23
	46214		NUTRIEN AG SOLUTIONS, INC.	(265 Gal) Roundup Custom		8,766.00
	46215		U.S. BANK EQUIPMENT FINANCE	Final Payoff: Lease Agrmnt Copier 4515A		9,981.14
	46216		HI TOUCH BUSINESS SERVICES	Misc. Office Supplies		765.15
	46217		VAN DE POL, INC.	Cardlock Fuel		7,846.37
	46218		ROBERSON, JACOB	RWMG - Admin Duties	May-July 2022 & March 2023	2,750.00
	46219		CINTAS CORP	Uniforms & Supplies		260.76
	46220		EMP #200	P/E 05/06/23: Final Check		1,074.34
Δ	46221	5/5/2023	VOID	VOID		0.00
4	46222	5/5/2023	EMP #200	P/E 05/06/23: Vac/Sick Payout		2,026.91
4	46223	VOID	VOID	VOID		0.00
4	46224	5/11/2023	PG&E	Monthly Service Ag Pump		66.77
4	46225	5/11/2023	GENERAL BUILDERS SUPPLY CO.	Chain & Key Ring		8.01
4	46226	5/11/2023	GEORGE'S AUTO SUPPLY	Misc Tools & Supplies		1,464.89
4	46227	5/11/2023	NAPA-GENUINE PARTS COMPANY	ATM Fuse, A/C Condenser, Valve, Belt Pulley, Rocker Switch		341.73
4	46228		KROEGER EQUIPMENT & SUPPLY CO	Brake Drum, Brake Kit, Seal Kit, Stud, Locknut, Hub Cap		881.27
-	46229	5/11/2023		Misc Tools & Supplies		807.74
-	46230	5/11/2023		Shipping		35.95
	46231		M I D EMPLOYEES ASSOCIATION	Employee Payroll Deductions		262.50
-	46232		TECHNOFLO SYSTEMS	Water Specialty O-Rings, 10" Clamp-On Saddle Meter		1,895.19
-	46233		SILVA FORD MADERA	Compressor, V-Belt, Tensioner, (3) Relay #7-16		1,079.53
-	46234		SIMPLOT GROWER SOLUTIONS	(180 Gal) Reglone		11,710.70
-	46235		FRESNO VALVES & CASTINGS INC.	(5) Couplers		64.65
-	46236		FRIANT WATER AUTHORITY	SLDMWA: May Estimate WY23 & WY22 Adj.		7,939.11
	46237		J W MYERS INC	(31.8 LPG) Propane		95.01
	46238		CALTECH WEB LLC	RWMG: Monthly Website Maintenance		99.00
	46239		LINDE GAS & EQUIPMENT INC.	Rental: Welding Tank	_	306.59
-	46240		ACWA/JPIA	Monthly Medical, Dental, & Vision Insurance Premiums	June	36,926.94
	46241		POWER BUSINESS TECHNOLOGY	Maintenance Contract: 2 Printers		241.47
	46242		CAL-PACIFIC SUPPLY INC.	3" Hose & Adapter		149.37
	46243		MALLORY SAFETY AND SUPPLY LLC	(15) Visor for Face Shield, (6) Headgear for Face Shield		164.28
	46244		HOME DEPOT CREDIT SERVICES	Premix Fuel, Spray Paint, Chain, Blade, Misc Tools & Supplies		1,709.42
	46245		MIDLAND TRACTOR CONCENTRA MEDICAL CENTERS	(11) Sealing Washer, Window Latch		103.52
	46246		CONCENTRA MEDICAL CENTERS LOWE'S COMPANIES INC.	Pre-Employment Exam		195.00
	46247		LOWE'S COMPANIES INC.	Concrete, Plastic Cement, Grinder, Misc Tools & Supplies	 	2,808.11
	46248		PURL'S SHEET METAL DI ATT EL ECTRIC SUDDI V	Replace A/C Belt Miss Floatrical Parts & Supplies		128.16
	46249 46250		PLATT ELECTRIC SUPPLY MARK DUARTE	Misc Electrical Parts & Supplies Pasticide Spraying: Office Shop & Outer Bldgs	 	147.26
	46250		MARK DUARTE AUTO ZONE, INC	Pesticide Spraying: Office, Shop & Outer Bldgs. (2) Shock Absorber #8-07	 	240.00 126.71
	46251		WALPOLE & CO., LLP	Sage Consulting		43.75
	46253		FARMERS LUMBER & SUPPLY CO.	(60) Redwood Lumber & Delivery Fee	+	9,408.97
	46254		SEBASTIAN - ALARM MONITORING	Monthly Alarm Monitoring	+	204.85
	46255		RUBICON SYSTEMS AMERICA, INC	Gearbox @ 6.2-15.9, (3) Solar Panel, (3) Solar Adaptor	+	3,700.69
	46256		RED ROCK ENVIRONMENTAL	Trash to Landfill	 	301.94
	46257		WANGER JONES HELSLEY PC	Legal Fees through 04/15/23	 	26,965.22
	46258		CAROLLO ENGINEERS, INC.	Professional Services - FRAM	April	831.00
	46259		MAMMOTH OXYGEN	(2) Welding Tip Cleaner, Assorted Welding Tips	•	113.73
	46260		SC FUELS	Exhaust Fluid, Oil, Pyroplex Blue Grease, Synthetic Oil		3,467.00
	46261		O'REILLY AUTO PARTS	Belt Pulley, Spark Plugs, Ignition Wire Set, Brake Pads		269.25
	46262		TRIANGLE ROCK PRODUCTS, LLC	(1.4 Ton) 1/2" Hot Asphalt		125.42
	46263		COVERALL NORTH AMERICA, INC	Monthly Janitorial Services	May	778.00
	46264		COUNTY OF MADERA -	Trash to Landfill		120.17
	46265		TOSHIBA FINANCIAL SERVICES	Copier Lease Payment		727.09
	46266		REAL-TIME INFORMATION SERVICES, INC.	Servers/Workstations:SmartOptions, Sophos/MTR, Backups		2,617.00
	46267	5/11/2023	CAPITAL ONE TRADE CREDIT	Welding Shirt		40.93
	46268		ADVANCED DISTRIBUTION CO.	Assorted Hydraulic Fittings, Fill-Rite Cabinet Pump		2,756.13
Δ	46269	5/11/2023	WEST SIDE WATER CONDITIONING	Well Service		195.00
Δ	46270		NUTRIEN AG SOLUTIONS, INC.	(500 Gal) Alligare Argos, (360 Gal) Choice Weather Master		17,455.50
4	46271	5/11/2023	HI TOUCH BUSINESS SERVICES	(12) Toner Cartridge		975.40
/	46272		ROBERSON, JACOB	RWMG - Admin Duties	April	2,250.00
		5/11/2023	UMPQUA BANK \$8,494.25	Travel, Computer Replacement, Software	Admin	3,332.66
	46273			Travel, Mem. Fees, Building Maintenance	Operations	1,554.05
	46273				<u> </u>	
	46273			Travel, Materials & Supply, Groundwater Management	Engineering	634.34
4				Materials & Supplies, Uniforms, R & M	Engineering Shop	2,973.20
4	46273 46274 46275		GEOTAB USA, INC. REY'S GARDEN SERVICES INC		Engineering	

	Ī				
46276		CINTAS CORP	Uniforms & Supplies	 	270.85
46277	5/11/2023 5/15/2023		Refill & Stock First Aid Kits Hazmat Packground Check	+	87.63
46278 46279	5/15/2023		Hazmat Background Check Hazmat Background Check EMP# 191	+	86.50 86.50
46280	5/25/2023		Office Phones & Internet	+	969.79
46281		HOUSTON ENGINEERING, INC.	Data Mgmt. System: Madera Subbasins	+	3,695.27
46282	5/25/2023		Monthly Service Ag Pumps, Gate Actuator	+	1,713.88
46283		AFLAC AMERICAN FAMILY LIFE	Employee Payroll Deductions	+	707.69
46284		BUREAU OF RECLAMATION	I75R-2891D: 2022 Class 1 Water		196,945.00
46285		GENERAL BUILDERS SUPPLY CO.	(3) Keys: Madera Canal, (2) Keys: Engineering		12.12
46286	5/25/2023	GEORGE'S AUTO SUPPLY	Push/Pull Switch, Battery, Bug-Be-Gone, Rim Cleaner		182.35
46287	5/25/2023	MADERA CHOWCHILLA WATER &	Call for Funds #430	April	47,102.66
46288	5/25/2023	MADERA TRIBUNE	Public Notice: 2021 & 2022 Financials		98.80
46289	5/25/2023	M I D EMPLOYEES ASSOCIATION	Employee Payroll Deductions		255.00
46290	5/25/2023	TECHNOFLO SYSTEMS	8" Seametrics AG3000 Mag Meter, 11" Prop. Assembly		2,859.32
46291	5/25/2023	SILVA FORD MADERA	Front Bumper Trim Panel #4-17		62.47
46292	5/25/2023	UNITED RENTALS NORTHWEST,INC.	Rental: Solar Message Board		330.79
46293		AANONSON SPRINKLER COMPANY	Couplers, PIP Pipe, Glue, Hose Clamp: (2) 16" & (2) 8"		935.76
46294		PAPE' MACHINERY, INC	(2) Shock Absorber, (2) Wiper Arm & Blade, (2) Fuel Tank Cap		831.34
46295		SCHOETTLER TIRE	Rim Replacement #2-07		471.32
46296		FRIANT WATER AUTHORITY	Revised Recapture Water	March 2023	33.00
46297		FASTENAL COMPANY	Gas Detector, Fuses, Fittings, Misc.		3,667.02
46298		J W MYERS INC	(35 lb) Delo Synthetic Oil		224.50
46299		SPECIAL DISTRICT LEADERSHIP FOUNDATION	Application Fee for C. Janzen		65.00
46300		SPECIAL DISTRICT LEADERSHIP FOUNDATION	District of Distinction App. Fee		450.00
46301		LINDE GAS & EQUIPMENT INC.	Welding Gases	+	186.44
46302		STERICYCLE, INC.	Document Management Services	+	149.70
46303		BOOT BARN	(3) Work Boots	+	515.61
46304		PPLSI (LEGAL SHIELD)	Employee Payroll Deductions	+	302.05
46305		BIG W SALES	XP BoomJet Spray Nozzle	Lung	46.63
46306		KAISER FOUNDATION HEALTH PLAN	Monthly Medical Insurance Premiums (7) Shoulder Seeling Wesher, Miss Moyer Ports & Supplies	June	35,459.75
46307		MIDLAND TRACTOR	(7) Shoulder Sealing Washer, Misc Mower Parts & Supplies Monthly Life Insurance Premiums	Iuno	3,514.41
46308		SUN LIFE AND HEALTH INSURANCE CONCENTRA MEDICAL CENTERS	Monthly Life Insurance Premiums Pre Employment Evan DOT Physical Regulated LIDS Collect	June	2,643.28
46309		SUN LIFE AND HEALTH INSURANCE	Pre-Employment Exam, DOT Physical, Regulated UDS Collect	+	357.00
46310 46311		NEXUS ADMINISTRATORS, INC.	Employee Payroll Deductions Retirement 401(a) Fees	2022	352.30 2,270.00
46311		VERIZON WIRELESS	Data Plan: Cell Phones, Tablets, Rubicon Gates, Sim Cards	2022	2,270.00
46312		DON'S MOBILE GLASS, INC.	Glass Replacement #4-17	+	2,380.90
46313		BSK & ASSOCIATES	Water Testing: Office	+	455.50
46315		WESTERN AG & TURF	(220) 24" ADS Pipe, (3) 24" Elbow, 18" PIP Coupler	+	9,876.55
46316		H.T. HARVEY & ASSOCIATES	Project# 4523-02: FR Weir Construction	+	51.00
46317		PITNEY BOWES BANK INC PURCHASE POWER	Postage Refill	+ +	2,020.99
46318		SEBASTIAN - ALARM MONITORING	Low Voltage Labor, Replace Motion Sensor	+ +	485.00
46319		RUBICON SYSTEMS AMERICA, INC	(5) Battery Pack, 2 Stack, Sensor Assembly, Misc Gate Parts	+ +	6,313.08
46320		SC FUELS	(35 lb) Delo Synthetic Oil	+	256.12
46321		O'REILLY AUTO PARTS	Blower Motor, Blower Resistor, Brake Pads, Brake Caliper	+	347.02
46322		ROSENBALM ROCKERY, INC	(2.25 yd) 6 Sack Concrete		513.27
46323		TRIANGLE ROCK PRODUCTS, LLC	(1.94 Ton) 1/2" Hot Asphalt	-	169.64
46324		TELDATA USA	Troubleshoot Voicemail System		37.50
46325		GLOBAL INDUSTRIAL AND	Jet Vise Handle		25.44
46326	5/25/2023	HI TOUCH BUSINESS SERVICES	Misc. Office Supplies		517.70
46327	5/25/2023	DAVIDS ENGINEERING, INC.	Professional Services - Madera GSP	April	112.68
46328	5/25/2023	VAN DE POL, INC.	Cardlock Fuel		7,826.43
46329	5/25/2023	CINTAS CORP	Uniforms & Supplies		280.94
46330	5/25/2023	KIM MITTIE	P/E 09/24/22: Vac/Sick Payout ADJ - Reissued Check		7.14
46331	5/30/2023	ADRIAN ORTIZ	P/E 06/03/23: Final Check		1,302.91
46332	5/30/2023	ADRIAN ORTIZ	P/E 06/03/23: Vac/Sick Payout		179.89
46333		SMITH-ADOBE FAMILY LIMITED PARTNERSHIP	Section 2.5: New Parcel		100.00
46334	5/31/2023	CHICAGO TITLE COMPANY	Section 2.4: New Parcel		3,000.00
46335	5/31/2023	CHICAGO TITLE COMPANY	Section 2.(i): Easements		100.00
					1,186,874.30
				<u> </u>	
		*	Payroll Ending 04/08/23	100,375.60	
		*	Payroll Ending 04/22/23	98,673.09	
		*	Payroll Ending 05/06/23	102,875.47	
		*	Payroll Ending 05/20/23	99,827.35	401 771 71
				+	401,751.51
			Toy Transfers 04/09/22	20.720.55	
			Tax Transfers 04/08/23 Tax Transfers 04/22/23	38,728.65	
			Tax Transfers 04/22/23 Tax Transfers 05/06/23	38,133.18	
			Tax Transfers 05/06/23 Tax Transfers 05/20/23	39,620.76	
			1 a 11 a 11 a 11 5 1 5 1 5 1 5 1 5 1 5 1	38,434.50	154,917.09
				+	154,917.09
			Employee Benefits 04/08/23	24,657.96	
			Employee Benefits 04/08/23 Employee Benefits 04/22/23	24,657.96	
			Employee Deficited 04/22/23	25,025.75	
			Employee Renefits 05/06/23		
			Employee Benefits 05/06/23 Employee Benefits 05/20/23		
			Employee Benefits 05/06/23 Employee Benefits 05/20/23	24,995.46	QQ 270 KA
					99,370.60
					99,370.60
				24,995.46	
				24,995.46	
				24,995.46	
		Per Diems Included in above *		24,995.46	
		Per Diems Included in above *		24,995.46	
		Per Diems Included in above * Director DaSilva		24,995.46	
	3/2/2023	Director DaSilva	Employee Benefits 05/20/23 MID Special Board Meeting	24,995.46	99,370.60 1,842,913.50
	3/2/2023 3/15/2023	Director DaSilva \$65.00	Employee Benefits 05/20/23	24,995.46	

3/21/2023	\$65.00	MID Special Board Meeting		
4/13/2023	\$65.00	FWA Annual Meeting		
4/18/2023	\$100.00	MID Board Meeting		
4/28/2023	\$65.00	RMC Meeting		
	Director Davis			
3/2/2023		MID Special Board Meeting		
3/15/2023	·	MID Special Board Meeting		
3/21/2023		MID Special Board Meeting		
4/18/2023	\$100.00	MID Board Meeting		
,, 19, 2928	4100100	I I I I I I I I I I I I I I I I I I I		
	Director Erickson			
3/2/2023		MID Special Board Meeting		
3/3/2023		FWA Board Meeting		
3/6/2023		SLDMWA Finance		
3/13/2023		FWA EC Board		
3/15/2023		MID Special Board Meeting		
3/21/2023		MID Special Board Meeting		
3/28/2023		FWA Ad Hoc Meeting		
4/3/2023		SLDMWA Los Banos		
4/4/2023		FWA Ad Hoc Visalia		
4/5/2023		FWA Round Table Costa Farmersville		
4/13/2023		FWA Annual Meeting		
4/17/2023		FWA EC Board Meeting Lindsay		
4/18/2023		MID Board Meeting		
4/24/2023		SLDMWA/FWA Negotiation Los Banos		
4/27/2023	\$80.00	FWA Regular Board Meeting		
	Director Janzen			
3/1/2023		SJ River Conservancy		
3/2/2023		MID Special Board Meeting		
3/15/2023		MID Special Board Meeting & ACWA District 6 Meeting		
3/21/2023		MID Special Board Meeting		
4/5/2023		SJ River Conservancy		
4/13/2023	\$65.00	FWA Annual Meeting		
4/18/2023	\$100.00	MID Board Meeting		
4/24/2023	\$65.00	Madera RWMG Meeting		
	Director Loquaci			
3/2/2023	-	MID Special Board Meeting		
3/15/2023		MID Special Board Meeting		
3/21/2023		MID Special Board Meeting		
4/18/2023		MID Board Meeting		
1	1	•	-	

AGENDA ITEM 2c.

Finance Department Activities June 13, 2023

The Finance team have made, and documented, the required parcel changes and have run a 2024 Unequalized Assessment Roll which is included in the Board of Equalization packet presented today. Any additional parcel changes will be recorded and presented at the Board of Equalization meeting scheduled for this Friday, June 16, 2023.

We received the second payment from the County of Madera for assessments paid from December 22nd through April 13th in the amount of approximately \$2.9 million.

Finance has completed and mailed invoices to Subordinate landowners for 2023 General Assessments. Approximately \$177,000 was billed and payments are due June 20, 2023.

The audit for the 401(a) Plan is in progress and will be presented at the next regular board meeting.

The finance team prepared and submitted the annual Special Districts-Local Government Compensation Reports for both MID and MCWPA.

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 CASH BALANCE SUMMARY REPORT 3/31/2023 AND 2/28/2023

CASH ACCOUNTS (RESTRICTED & UNRESTRICTED)		3/31/2023		2/28/2023	Interest Rate	
CITIZENS BANK						
SWEEP ACCOUNT #1859	\$	8,407,068.40	\$	15,828,586.71	0.10%	
PAYROLL ACCOUNT #4092	\$	7,927.58	\$	7,927.58		
REVOLVING CHECKING FUND #1794	\$	3,369.03	\$	2,656.46		
PETTY CASH AND CHANGE DRAWER	\$	400.00	\$	400.00		
L.A.I.F. #90-20-003	\$	34,374,615.88	\$	34,374,615.88	2.83%	
CACLASS #0001	\$	5,000,000.00	\$	-		
TOTAL CASH ACCOUNTS (RESTRICTED & UNRESTRICTED)	\$	47,793,380.89	\$	50,214,186.63		
UNRESTRICTED CASH						
<u> </u>						
CITIZENS BANK						
SWEEP ACCOUNT #1859	\$	8,407,068.40	\$	15,828,440.36	0.10%	
PAYROLL ACCOUNT #4092	\$	7,927.58	\$	7,927.58		
REVOLVING CHECKING FUND #1794	\$	3,369.03	\$	2,656.46		
PETTY CASH AND CHANGE DRAWER	\$	400.00	\$	400.00		
L.A.I.F. #90-20-003	\$	32,019,278.12	\$	32,019,174.47	2.83%	
CACLASS #0001	\$	5,000,000.00	\$	-		
TOTAL UNRESTRICTED CASH	\$	45,438,043.13	\$	47,858,598.87		
RESTRICTED CASH (218 ASSESSMENTS)						
CITIZENS BANK						
SWEEP ACCOUNT #1859	\$		\$	146.35	0.10%	
L.A.I.F. #90-20-003	\$ \$	2,355,337.76	\$ \$	2,355,441.41	2.83%	
L.A.I.I'. #70-20-003	Φ	2,333,337.70	φ	2,333,441.41	2.8370	
TOTAL RESTRICTED CASH	\$	2,355,337.76	\$	2,355,587.76		
TOTAL CASH ACCOUNTS (RESTRICTED & UNRESTRICTED)	\$	47,793,380.89	\$	50,214,186.63		

^{*} 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.

^{*} Citizens Business Bank Interest Rate is based on Annual Percentage Yield Earned and interest is paid monthly.

^{*} L.A.I.F. interest rate is based on L.A.I.F's apportionment rate and interest is paid quarterly.

^{*} CACLASS interest rate is based on the average daily dividend factor multiplied by the number of days in the year multiplied by 100 divided by the NAV (Net Asset Value).

2023 Expenses - Budget vs. Actual 3/31/2023

Description	2023 Budget	Actual through 3/31/2023	% of Budget Used
Water Costs	\$ 8,500,000	\$ 2,371,56	0 28%
System Operations - Excluding Water Costs	\$ 100,000	\$ 30,32	8 30%
System Maintenance	\$ 817,000	\$ 136,47	4 17%
General Services	\$ 179,000	\$ 46,44	8 26%
Vehicles and Equipment	\$ 468,000	\$ 114,04	0 24%
Office and Administrative Services	\$ 947,000	\$ 257,14	3 27%
Professional Services	\$ 974,000	\$ 186,47	7 19%
Public and Employee Relations	\$ 16,000	\$ 17	2 1%
Non-Operating Expenses	\$ 628,000	\$ 93,62	5 15%
Bonds	\$ 4,229,000	\$ 709,37	5 17%
Capital Expenditures and Capital Improvement Projects	\$ 4,825,000	\$ 475,72	1 10%
Salaries and Benefits	\$ 5,933,000	\$ 1,191,13	8 20%
Total	\$ 27,616,000	\$ 5,612,50	1 20%

 Less: 2022 Budget Funds Carryover
 \$ (2,215,000) \$

 2023 Approved Budget
 \$ 25,401,000 \$
 5,612,501
 22%

2023 Other Revenues - Budget vs. Actual 3/31/2023

	2022	Actual through	% of Budget
Description	2023 Budget	3/31/2023	Received
Water Supply Agreements	\$1,162,100	\$599,073	52%
Assessments and Standby Fees	\$8,016,000	\$4,674,078	58%
Power Generation	\$1,810,000	\$140,325	8%
Land Leases	\$412,803	\$412,803	100%
Interest Income	\$1,453,000	\$229,690	16%
Billable Jobs	\$250,000	\$450	0%
Miscellaneous	\$107,000	\$40,411	38%
Total	\$13,210,903	\$6,096,830	46%

NOTE: Water sales not included

MADERA IRRIGATION DISTRICT CASH BALANCE SUMMARY REPORT 4/30/2023 AND 3/31/2023

CASH ACCOUNTS (RESTRICTED & UNRESTRICTED)	 4/30/2023		3/31/2023	Interest Rate
CITIZENS BANK				
SWEEP ACCOUNT #1859	\$ 8,399,352.73	\$	8,407,068.40	0.10%
PAYROLL ACCOUNT #4092	\$ 7,927.58	\$	7,927.58	
REVOLVING CHECKING FUND #1794	\$ 3,016.06	\$	3,369.03	
PETTY CASH AND CHANGE DRAWER	\$ 400.00	\$	400.00	
L.A.I.F. #90-20-003	\$ 34,597,698.50	\$	34,374,615.88	2.87%
CACLASS #0001	\$ 5,019,201.55	\$	5,000,000.00	5.00%
TOTAL CASH ACCOUNTS (RESTRICTED & UNRESTRICTED)	\$ 48,027,596.42	\$	47,793,380.89	
UNRESTRICTED CASH				
CITIZENS BANK				
SWEEP ACCOUNT #1859	\$ 8,399,352.73	\$	8,407,068.40	0.10%
PAYROLL ACCOUNT #4092	\$ 7,927.58	\$	7,927.58	
REVOLVING CHECKING FUND #1794	\$ 3,016.06	\$	3,369.03	
PETTY CASH AND CHANGE DRAWER	\$ 400.00	\$	400.00	
L.A.I.F. #90-20-003	\$ 32,228,234.91	\$	32,019,278.12	2.87%
CACLASS #0001	\$ 5,019,201.55	\$	5,000,000.00	5.00%
TOTAL UNRESTRICTED CASH	\$ 45,658,132.83	\$	45,438,043.13	
RESTRICTED CASH (218 ASSESSMENTS)				
CITIZENS BANK				
SWEEP ACCOUNT #1859	\$ _	\$	_	0.10%
L.A.I.F. #90-20-003	\$ 2,369,463.59	\$	2,355,337.76	2.87%
TOTAL RESTRICTED CASH	\$ 2,369,463.59	\$	2,355,337.76	
TOTAL CASH ACCOUNTS (RESTRICTED & UNRESTRICTED)	 48,027,596.42	<u> </u>	47,793,380.89	

^{*} 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.

^{*} Citizens Business Bank Interest Rate is based on Annual Percentage Yield Earned and interest is paid monthly.

^{*} L.A.I.F. interest rate is based on L.A.I.F's apportionment rate and interest is paid quarterly.

^{*} CACLASS interest rate is based on the average daily dividend factor multiplied by the number of days in the year multiplied by 100 divided by the NAV (Net Asset Value).

2023 Expenses - Budget vs. Actual 4/30/2023

Description	2023 Budget	Actual through 4/30/2023	% of Budget Used
Water Costs	\$ 8,500,000	\$ 2,613,499	31%
System Operations - Excluding Water Costs	\$ 100,000	\$ 36,730	37%
System Maintenance	\$ 817,000	\$ 212,874	26%
General Services	\$ 179,000	\$ 60,144	34%
Vehicles and Equipment	\$ 468,000	\$ 147,962	32%
Office and Administrative Services	\$ 947,000	\$ 367,032	39%
Professional Services	\$ 974,000	\$ 246,479	25%
Public and Employee Relations	\$ 16,000	\$ 280	2%
Non-Operating Expenses	\$ 628,000	\$ 139,838	22%
Bonds	\$ 4,229,000	\$ 709,375	17%
Capital Expenditures and Capital Improvement Projects	\$ 4,825,000	\$ 485,213	10%
Salaries and Benefits	\$ 5,933,000	\$ 1,604,406	27%
Total	\$ 27,616,000	\$ 6,623,830	24%

 Less: 2022 Budget Funds Carryover
 \$ (2,215,000) \$

 2023 Approved Budget
 \$ 25,401,000 \$ 6,623,830
 26%

2023 Other Revenues - Budget vs. Actual 4/30/2023

	2023	Actual through	% of Budget
Description	Budget	4/30/2023	Received
Water Supply Agreements	\$1,162,100	\$747,473	64%
Assessments and Standby Fees	\$8,016,000	\$4,674,078	58%
Power Generation	\$1,810,000	\$153,220	8%
Land Leases	\$412,803	\$412,803	100%
Interest Income	\$1,453,000	\$249,468	17%
Billable Jobs	\$250,000	\$450	0%
Miscellaneous	\$107,000	\$47,669	45%
Total	\$13,210,903	\$6,285,161	48%

NOTE: Water sales not included

AGENDA ITEM 3.

MID Engineering, Operations and Maintenance Report June 13, 2023

Technicians Report:

- Engineering Staff Maintenance Activities Coordinating Projects with Maintenance with Maintenance Staff.
- Basins Install 2nd Turnout to Basin #9.
- Crop Survey Completed.
- Turnout Reviews Turnouts with more than one user under review.
- Madera Lake Dam Emergency Action Plan revision #6 completed and approved by Cal OES (California Office of Emergency Services).
- Madera Lake Dam- Completed 2023 DWR (California Department of Water Resources)
- Stage Discharge Recorder Collecting data flows for tracking, ongoing.
- Rubicon Gate Maintenance Ongoing maintenance and monitoring for irrigation season.
- National Pollutant Discharge Elimination System (NPDES) Training in–house for sample collection.
- Tesoro Viejo 6.2 Pipeline Construction Package Completed Landscape Design ongoing.
- California High Speed Rail (CHSR) No current changes.
- Capital Improvement Plan Stockton/Roberts Pipeline Replacement Design 100% completed after review City of Madera requested a change order.
- Internal GIS Development Engineering Staff is continuing with right-of-way mapping and facility mapping updates.
- Mountain Diversions Big Creek diversion and Soquel diversion monitoring, inspection was completed damages due to high flows.
- Underground Service Alert's (USA) daily review & marked ongoing,

Basin # 8 and #9 Installed New Signage





38 Turnouts That Have Not Ran Over The Past Years Or Has No History Of Usage

- 24 Turnouts No Usage From 2001-2023
- 14 Turnouts No Usage History

6.2 Turnout #2016 (2013)



6.2 -16.9 Turnout #36 (2013)



Colony Ext Turnout #4 (2008)



<u>Damage Turnout – Accident on Avenue 6</u>



Work Completed

- 6.2 Extension Canal—Turnout #51 repaired inline valve gate at Road 23 ½ and Avenue 5.
- 6.2-14.0 Canal Turnout # 6 repaired bent gate stem at Avenue 11 and Road 30 ½.
- 6.2-15.9 Canal Turnout # 1 installed concrete plug East of Avenue 8.
- 6.2-16.9 Canal Installed new 15-inch inline valve gates just North of Avenue 7.
- 24.2 -9.0 Canal Installed 30 Feet of new barbwire fence along Avenue 19.
- Cody Canal Turnout #15 repaired box connection due to leakage.
- Island Track Canal –Removed sediment in front of pump station.
- Hely Canal Rebuilt wood forklift just South of Avenue 13.
- Hely Canal Turnout Box repaired inline gate along Avenue 12.
- Hospital Lateral Canal Turnout Box #6 South of Avenue 14 1/4 repaired leaking box.
- Ripperdan Canal Installed a new Turnout Box West of Road 28.



6.2-16.9 Installed New 15 Inch Gate Valve



Island Track Completed Repairs on Pipeline Air Vent





Seepage Repairs on 6.2 Canal on West and Eastside North of Avenue 8





Basin #9 Clean – Up Avenue 7



Improvement Avenue 18 ½ and Road 17



Pipeline Leaks Repaired

- 6.2-14.0 Repaired pipeline leak just South of Avenue 10.
- 6.2-1430 Repaired (3) pipeline leaks.
- 6.2-18.4-7.0 Repaired (4) pipeline leaks.
- 24.2-9.0 Repaired pipeline leak (Techite Pipe) poured concrete collar.
- Hospital Lateral Repaired pipeline leak (Techite Pipe) poured concrete collar.
- Island Track Repaired South pipeline broken PVC vent pipe under asphalt.
- Jantzen Schroder Repaired (4) pipeline leaks.

6.2-18.4 Repaired Pipeline



Jantzen Schroder Repaired Pipeline



New Pipeline Leaks

- 6.2-9.2-5.0 Along Avenue 7 installed Coffer Dam.
- 24.2-9.0 West of Road 22 installed Coffer Dam.





Welding Shop

- Fabricated (6) new trash forks with mesh screen for Canal Operators to remove trash and moss.
- Fabricated and installed multiple broken creek weir board steel uprights.
- Repaired 16.9 Turnout #31 box cover.
- Installed folding safety step at China Garden control box West of Howard Road and Westbury.
- Fabricated and installed new sign frames for Basin #8 and Basin #9.
- Fabricated and installed meter box cover on the 24.2 Airport Basin inlet.
- Fabricated and installed safety railing on catwalk on Recorder # 3.
- Installed expanded metal trash gate on 6.2 Canal crossing along Avenue 7.
- Fabricated and installed weir board locking box at Franchi.
- Fabricated and installed (2) piece catwalk cover around the Rubicon head gate on the 6.2-15.9.
- Repaired new forklift gates on the Main II South of Avenue 13.
- Fabricated and installed trash screen on 18.4 Canal Turnout Box #3.
- Repaired damaged vent pipe on Road 21 and Avenue 10.

6.2 Canal Crossing Avenue 7



Weir Board Cage



Trash Screen Turnout Box



21.2-9.0 Metal Safety Grading



Pesticide Report

- Copper Sulfate Crystals Algae 1,200 Lbs.
- Diquat Herbicide 180 Gallons
- Kaput 75Lbs (Gopher Bait)
- Invade 55 Gallons (Seed-Oil)
- Brandt 105 Gallons (Herbicide)
- Roundup 545 Gallons (Herbicide)
- Teton 500 Gallons (Aquatic)
- Algae treatments ongoing throughout the District
- Weed spraying ongoing throughout the District

<u>6.2 – Algae and Pond Treatment</u>

<u>Staff Training – NPDES Sampling</u>





Vehicles and Equipment Repaired or Serviced

- 5-92- Muvall Heavy Equipment Trailer, removed and replaced (2) axles on the right side, installed new brake shoes, drums, and adjusted brakes.
- 10-17 Freightliner at 486, 224 complete service.
- 1-19- Western Star Dump Truck at 39,886 complete service.
- 8-15 CAT Excavator at 4,985 hours complete service.
- 16 Vehicles Serviced.
- 15 Vehicles Repaired.
- 7 Heavy Equipment Repaired.
- 4 Heavy Equipment Serviced.

Western Star Dump Truck Installed Rebuilt Differential and Right-Side Axle on the Rear





90 Day DOT Inspections Completed

- •#1-18 F-250 Meter Truck
- #4-21 F- 550 Service Truck
- •#2-18 F-550 Spray Truck
- •#8-20 F-550 Spray Truck
- •#6-10 F-350 Spray Truck
- •#12-11 F-350 Flat Bed Chemical Truck
- •#1-19 Western Star Dump Truck
- •#10-17 Freightliner 3- Axle
- •#1-21 Kenworth Water Truck
- •#11-16 Tilt Bed Backhoe Trailer
- #5-92 Muvall Heavy Equipment Trailer

AGENDA ITEM 6a.

JUNE 13, 2023 RESOLUTION NO. 2023-19

RESOLUTION OF THE BOARD OF DIRECTORS, MADERA IRRIGATION DISTRICT 2023 INCENTIVE PROGRAM FOR DEDICATED RECHARGE BASINS FOR MADERA IRRIGATION DISTRICT LANDOWNERS

RESOLVED by the Board of Directors ("Directors") of the Madera Irrigation District ("District"), at a special meeting duly called and held on June 13, 2023 at the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, the District has been working over the last several years to identify projects to replenish groundwater supplies as part of the District's Groundwater Sustainability Plan's goal of sustainability; and

WHEREAS, the Natural Resources Conservation Service ("NRCS") in 2022 developed a Pilot Program for Recharge Projects for On-Farm Recharge and Groundwater Recharge Basins or Trenches with MID providing financial incentive to landowners to advance participation in the program; and

WHEREAS, the District would like to continue the program and provide additional financial incentive to landowners within the District who have been funded by NRCS for a dedicated recharge basin; and

WHEREAS, Employees and Directors of the District, and any entity in which any such person has a financial interest, are not eligible to receive such financial incentive from the District.

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 of Directors of the Madera Irrigation District agree to provide additional financial incentive in the amount up to \$38,000 total to District landowners for NRCS dedicated recharge basins.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Madera Irrigation District Board of Directors, at a special meeting of the Board held on the 13th day of June 2023, by the following vote:

	AYES:		
	NOES:		
	ABSENT:		
	ABSTAIN:		
			James Erickson, President
ATTEST:		<u> </u>	
	Carl Janzen, Vice President		

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.	2023-19 adopted June 13, 2023.
	,
	Andrea Kwock Sandoval, Secretary

INSTRUCTIONS FOR RECEIVING 2023 MID GSA INCENTIVE FOR NRCS APPROVED DEDICATED RECHARGE BASINS

If you are within MID and have been funded by the NRCS for a Dedicated Recharge Basin, please submit the required information to receive your additional MID incentive funding <u>PRIOR TO JUNE</u> **30, 2023**. Late submittals will not be accepted, no exceptions.

Requirements:

- Must be a NRCS approved, fully constructed DEDICATED recharge basin (no dual use facilities will be eligible)
- Must have a dedicated MID turnout and meter for the basin (no shared turnouts or meters will be eligible)
- Basin must be ready, and landowner must be authorized, to receive District water in 2023

The required information includes:

- A complete copy of your NRCS contract
- Assessor Parcel Numbers (APNs) and Turnout information
- A MID field visit may be required prior to approval

You must contact the District prior to June 30, 2023 if you are interested in this funding. Basins will not be automatically enrolled.

The MID incentive funding offset will be credited for the dedicated basin turnout location only.

Please contact Andrea Sandoval at <u>asandoval@madera-id.org</u> or 559-673-3514 ext. 215 to submit your documentation.

REMINDER-INCENTIVE FUNDING FOR PARCELS WITHIN MID ONLY

- MID Board of Directors approved *up to* \$38,000 total incentive funding for MID landowners who have been funded by the NRCS for a Dedicated Recharge Basin.
- MID incentive funding will be 15% of project reimbursement as determined by NRCS.
- Landowners who receive the MID incentive funding will receive it as an offset on their MID
 account for the dedicated basin turnout location only. These funds can be used to offset future
 MID water costs.



AGENDA ITEM 6b.

JUNE 13, 2023 RESOLUTION NO. 2023-20

RESOLUTION OF THE BOARD OF DIRECTORS, MADERA IRRIGATION DISTRICT REVISING THE 2023 MADERA IRRIGATION DISTRICT BUDGET

RESOLVED by the Board of Directors ("Directors") of the Madera Irrigation District ("District"), at a special meeting duly called and held on June 13, 2023 at the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, the Directors approved the 2023 Madera Irrigation District Budget (the "2023 Budget") at the Board Meeting of December 15, 2022; and

WHEREAS, due to additional information on the water year and the District's water supplies, it is necessary to revise the 2023 Budget.

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 of Directors of the Madera Irrigation District does hereby adopt the revised 2023 Madera Irrigation District Budget as presented on June 13, 2023.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Madera Irrigation District Board of Directors, at a special meeting of the Board held on the 13th day of June 2023 by the following vote:

,	NOES: ABSENT:	
	ABSTAIN:	
		James Erickson, President
ATTEST:		
	Carl Janzen, Vice President	

AYES:

CERTIFICATE OF SECRETARY

the foregoing is a full, true and correct copy of Resolution No. 2023-20 adopted June 13, 2023.	hat
Andrea Kwock Sandoval, Secretary	_

2023 Revised Budget

At 05/31/23

IN PROGRESS - NOT ALL INVOICES HAVE BEEN RECEIVED

Budget		Ado	pted Budget	Revised Budget		YTD		Remaining		%
Code	System Operations		2023 2023		2023	5/31/2023		/31/2023		Expended
50020-50055	Water Costs	\$	8,500,000	\$	17,000,000	\$	3,155,777	\$	13,844,223	19%
50060	Pumping Utilities	\$	30,000	\$	30,000	\$	7,555	\$	22,445	25%
50070	Meters - Maintenance and Repairs	\$	30,000	\$	30,000	\$	3,522	\$	26,478	12%
50071	New Meters	\$	40,000	\$	70,000	\$	30,015	\$	39,985	43%
	Total System Operations	\$	8,600,000	\$	17,130,000	\$	3,196,868	\$	13,933,132	19%

Budget		Ado	Adopted Budget		Revised Budget	YTD		Remaining		%
Code	System Maintenance		2023		2023		5/31/2023		Funds	Expended
51011	Gates	\$	55,000	\$	55,000	\$	31,919	\$	23,081	58%
51012	Distribution System - Maintenance and Repairs	\$	100,000	\$	150,000	\$	53,730	\$	96,270	36%
51015	Safety - Equipment, Apparel, Training, Testing, and Shoes	\$	55,000	\$	55,000	\$	31,518	\$	23,482	57%
51020	Propane	\$	7,000	\$	7,000	\$	702	\$	6,298	10%
51025	Herbicides and Rodenticides	\$	600,000	\$	600,000	\$	111,369	\$	488,631	19%
	Total System Maintenance	\$	817,000	\$	867,000	\$	229,237	\$	637,763	26%

Budget		Adop	ted Budget	Revised Budget	YTD		Remaining		%
Code	General Services		2023	2023		5/31/2023		Funds	Expended
52010	Materials and Supplies not for Distribution System	\$	90,000	\$ 90,000	\$	45,058	\$	44,942	50%
52020	Uniforms	\$	19,000	\$ 19,000	\$	6,470	\$	12,530	34%
52040	Building - Maintenance, Grounds, Pest Control, Landfill, and Janitorial	\$	70,000	\$ 70,000	\$	21,597	\$	48,403	31%
	Total General Services	\$	179,000	\$ 179,000	\$	73,126	\$	105,874	41%

Budget		Α	Adopted Budget		/ised Budget		YTD	Remaining		%
Code	Vehicles and Equipment		2023		2023	5/31/2023		Funds		Expended
52510	Vehicle - Maintenance and Repairs	\$	65,000	\$	110,000	\$	34,228	\$	75,772	31%
52511	Equipment - Maintenance and Repairs	\$	90,000	\$	120,000	\$	33,517	\$	86,483	28%
52515	Gasoline	\$	165,000	\$	165,000	\$	82,452	\$	82,548	50%
52520	Diesel	\$	120,000	\$	120,000	\$	34,757	\$	85,243	29%
52530	Motor Oil and Lubricants	\$	18,000	\$	18,000	\$	3,948	\$	14,052	22%
52545	Outside Equipment Rental	\$	10,000	\$	40,000	\$	331	\$	39,669	1%
	Total Vehicles and Equipment	\$	468,000	\$	573.000	\$	189,231	\$	383,769	33%

Budget		Add	pted Budget	R	Revised Budget	YTD	Remaining		%
Code	Office and Administrative Services		2023		2023	5/31/2023		Funds	Expended
53605	Advertising and Postings	\$	11,000	\$	11,000	\$ 1,563	\$	9,437	14%
53610	Subscriptions and Publications	\$	1,000	\$	1,000	\$ 491	\$	509	49%
53615	Membership Fees, Licenses, and Dues	\$	424,000	\$	424,000	\$ 177,707	\$	246,293	42%
53616	Groundwater Management	\$	50,000	\$	125,000	\$ 33,920	\$	91,080	27%
53620	Employee - Travel, Training, and Meals	\$	53,000	\$	53,000	\$ 10,000	\$	43,000	19%
53621	Board of Directors - Travel, Training, and Meals	\$	25,000	\$	25,000	\$ 7,624	\$	17,376	30%
53622	Education Assistance Program	\$	10,000	\$	10,000	\$ -	\$	10,000	0%
53625	Office Expenses	\$	43,000	\$	43,000	\$ 19,682	\$	23,318	46%
53630	Office Machine Rental	\$	22,000	\$	22,000	\$ 4,111	\$	17,889	19%
53645	Postage	\$	6,000	\$	6,000	\$ 2,057	\$	3,943	34%
53650	Phone, Radio, Internet, and Alarm	\$	90,000	\$	90,000	\$ 44,134	\$	45,866	49%
53651	Computer Software and Email	\$	64,000	\$	64,000	\$ 24,424	\$	39,576	38%
53652	Computer Consulting	\$	55,000	\$	55,000	\$ 23,610	\$	31,391	43%
53653	Computer Replacements and Repairs	\$	18,000	\$	18,000	\$ 1,734	\$	16,266	10%
53655	Electricity and Gas	\$	75,000	\$	120,000	\$ 38,675	\$	81,325	32%
	Total Office and Administrative Services	\$	947,000	\$	1,067,000	\$ 389,731	\$	677,269	37%

Budget		Ado	Adopted Budget		Revised Budget	YTD		Remaining		%
Code	Professional Services		2023		2023		5/31/2023		Funds	Expended
53710	Legal Fees and Expenses	\$	250,000	\$	250,000	\$	120,378	\$	129,622	48%
53725	Consulting Expenses	\$	445,000	\$	370,000	\$	60,504	\$	309,496	16%
53750	Collection Costs	\$	3,000	\$	3,000	\$	143	\$	2,857	5%
53765	Bank and Agency Fees	\$	56,000	\$	56,000	\$	29,182	\$	26,818	52%
54005-54016	Insurance - Auto, General, Property, and Cyber	\$	220,000	\$	220,000	\$	82,813	\$	137,187	38%
	Total Professional Services	\$	974,000	\$	899,000	\$	293,019	\$	605,981	33%

Budget		Ado	pted Budget	Revised	Budget	YTD	Remaining	%
Code	Public and Employee Relations		2023	202	23	5/31/2023	Funds	Expended
53720	Public Relations Expenses	\$	4,000	\$	4,000	\$ 240	\$ 3,760	6%
53721	Employee Relations Expenses	\$	12,000	\$	12,000	\$ 616	\$ 11,384	5%
	Total Public and Employee Relations	\$	16,000	\$	16,000	\$ 856	\$ 15,144	5%

Budget		Adopted Budget Revised Budget		YTD		Remaining		%	
Code	Non-Operating Expenses		2023	2023		5/31/2023		Funds	Expended
59020	Board Meeting and Election Expenses	\$	3,000	\$ 3,000	\$	1,224	\$	1,776	41%
59046	Friant Power Authority	\$	-	\$ -	\$	-	\$	-	0%
59050-008	County Taxes - Madera Ranch	\$	25,000	\$ 25,000	\$	20,997	\$	4,003	84%
59120	MCWPA - Power Plants' Cost	\$	600,000	\$ 600,000	\$	117,617	\$	482,383	20%
	Total Non-Operating Expenses	\$	628,000	\$ 628,000	\$	139,838	\$	488,162	22%

Budget		Adop	ted Budget	Rev	vised Budget	YTD	Remaining	%
Code	Bonds		2023		2023	5/31/2023	Funds	Expended
58110 & 20226	2015 Bond	\$	2,553,000	\$	2,553,000	\$ 323,875.00	\$ 2,229,125	13%
58110-8 & 20226-8	2016 Bond	\$	1,676,000	\$	1,676,000	\$ 385,500.00	\$ 1,290,500	23%
	Total Bonds	\$	4,229,000	\$	4,229,000	\$ 709,375	\$ 3,519,625	17%

Budget		Adopted Budget	Revised Budget	YTD	Remaining	%
Code	Capital Expenditures and Capital Improvement Projects	2023	2023	5/31/2023	Funds	Expended
11300	Capital Expenditures	\$ 1,625,000	\$ 1,916,000	\$ 488,090	\$ 1,427,910	25%
11305	Capital Improvement Projects	\$ 3,200,000	\$ 3,200,000	\$ 9,084	\$ 3,190,916	0%
	Total Capital Expenditures and Capital Improvement Projects	\$ 4,825,000	\$ 5,116,000	\$ 497,174	\$ 4,618,826	10%

Budget		Adopted Budget		Revised Budget		YTD		Remaining		%
Code	Salaries and Benefits		2023		2023		5/31/2023		Funds	Expended
Various	Salaries and Wages	\$	3,953,000	\$	3,953,000	\$	1,354,893	\$	2,598,107	34%
53007	Overtime	\$	25,000	\$	60,000	\$	22,730	\$	37,270	38%
59005-009-000	Board of Directors - Per Diems and Benefits	\$	97,000	\$	97,000	\$	32,252	\$	64,748	33%
Various	Benefits and Taxes	\$	1,858,000	\$	1,858,000	\$	612,866	\$	1,245,134	33%
	Total Salaries and Benefits	\$	5,933,000	\$	5,968,000	\$	2,022,740	\$	3,945,260	34%

Total	\$27,616,000	\$36,672,000
Less 2022 Carryover: Westberry Boulevard/Laurel Street Pipeline Recharge Project Carryover	(1,600,000) (615,000)	(1,600,000) (615,000)
Total Adopted Budget less Carryovers	\$25,401,000	\$34,457,000

MADERA IRRIGATION DISTRICT CAPITAL EXPENDITURES AND CAPITAL IMPROVEMENT PROJECTS 2023 Revised Budget At 5/31/2023

# Capital Expenditures - 11300		YTD	Adopte	d Budget		
1 2023 12-Yard Dump Truck	\$	179,126	\$	265,000	\$ 265,0	10 To Replace Dump Trucks with Engines that are older than 2010 to Comply with 2023 CA Regulations
2 Engineering Department Metal Building	\$	17,848	\$	25,000	\$ 25,0	25 feet by 25 feet Metal Building to be used for Storage for Engineering Parts and Supplies
3 Installation of New Office Domestic Well			\$	150,000	\$ 150,0	10 To Install 10 inch by 700 feet Well with 357 Degrees Pump Setting due to Depletion of Water Levels
4 Portable High-Pressure Washer			\$	8,000	\$ 8,0	00 Hydro Tek Portable Hot High Pressure Tank
5 Service Truck Hydraulic Boom			\$	17,000	\$ 17,0	10 To Replace 6 feet Boom with 15 feet Electric-Hydraulic Control Boom Extension 3,500 Pound Capacity
6 Used Heavy Haul Semi-Truck	\$	204,049	\$	245,000	\$ 245,0	00 To Replace 2008 Mack Semi-Truck with Newer Used Semi-Truck to Comply with 2023 CA Regulations
7 2023 Chevy Tahoe	\$	73,656	\$	90,000	\$ 90,0	00 To Replace 2013 Chevy Tahoe
8 Contingency Capital Items	\$	10,211	\$	10,000	\$ 10,0	00 Miscellaneous, Unexpected Capital Purchases
9 Recharge Project			\$	200,000	\$ 200,0	00 Recharge Project
9 Recharge Project Carryover			\$	615,000 \$ 615,000 Recharge Project Carryover		00 Recharge Project Carryover
10 Adobe Property	\$	3,200	\$	-	\$ 140,0	00
11 2015 Cat Excavator Engine Repair			\$	-	\$ 65,0	00 Rebuild Engine
12 2009 John Deere Tractor			\$	-	\$ 20,0	00 Long Block Rebuilt Engine
13 2023 1/2 Ton Truck 4 - Door			\$	-	\$ 66,0	00 Operations & Maintenance Manager Truck
Total Capital Expenditures	\$	488,090	\$	1,625,000	\$ 1,916,0	00

# Capital Improvement Projects - 11305	YTD	Budget	Budget	Description				
1 Pipeline Replacement	\$ 9,084	\$ 500,000	\$ 500,000	Pipeline Replacement				
2 Westberry Boulevard/Laurel Street Pipeline		\$ 1,100,000	\$ 1,100,000	Westberry Boulevard/Laurel Street Pipeline				
Westberry Boulevard/Laurel Street Pipeline Carryover		\$ 1,600,000	\$ 1,600,000	Westberry Boulevard/Laurel Street Pipeline Carryover				
Total Capital Project Improvements	\$ 9,084	\$ 3,200,000	\$ 3,200,000					

CAPITAL ITEMS GRAND TOTAL	\$ 497,174	\$ 4,825,000	\$ 5,116,000
2022 Carryovers: Westberry Boulevard/Laurel Street Pipeline Recharge Project Carryover		\$ (1,600,000) (615,000)	(1,600,000) (615,000)
2023 Adopted Budget	\$ 497,174	\$ 2,610,000	\$ 2,901,000

AGENDA ITEM 6c.

JUNE 13, 2023 RESOLUTION NO. 2023-21

AMENDED RESOLUTION OF THE BOARD OF DIRECTORS, MADERA IRRIGATION DISTRICT APPROVING PURCHASE AND SALE AGREEMENT FOR MADERA COUNTY APNS 047-060-018 AND 047-060-006

RESOLVED by the Board of Directors ("Directors") of the Madera Irrigation District ("District"), at a special meeting duly called and held on June 13, 2023 at the business office of the District, 12152 Road 28 1/4, Madera, California 93637, as follows:

WHEREAS, the District issued a request for proposals on April 14, 2023 for parcel acquisition from landowners in the Madera Irrigation District on a willing buyer-willing seller basis; and

WHEREAS, the District received a proposal from the landowner of Madera County Assessor's Parcel Numbers ("APNs") 047-060-018 and 047-060-006 (the "Subject Properties") and has determined that the acquisition of these parcels would serve the District's interests and seeks to enter into a Purchase and Sale Agreement, a copy of which is attached hereto as Exhibit "A"

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District, that the Board of Directors of the Madera Irrigation District hereby approves the Purchase and Sale Agreement for the Subject Properties, a copy of which is attached hereto as Exhibit "A," and authorizes Vice President Carl Janzen to execute the Agreement in the substantial form presented as Exhibit "A," subject to such reasonable modifications, revisions, additions and deletions as he may approve prior to execution, said execution to provide conclusive evidence of such approval.

BE IT FURTHER RESOLVED, the Board of Directors hereby directs and authorizes General Manager Thomas A. Greci and/or Vice President Carl Janzen to execute any further documents necessary to transfer title of the Subject Properties to the District, and to carry out all associated acts and duties associated with the purchase and acquisition of the parcel.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Madera Irrigation District, at a special meeting of the Board held on the 13th day of June 2023 by the following vote:

AYES: NOES: ABSENT: ABSTAIN:	
	James Erickson, President

ATTEST:		
Carl Janzen, Vice President		
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. 2023-21 adopted June 13, 2023.		
Andrea Kwock Sandoval, Secretary		

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This Agreement ("Agreement") is dated as of the date that Buyer (defined below) executes this Agreement below (the "Effective Date"), by and between Madera Irrigation District, an irrigation district organized under the California Irrigation District Law, Section 20500 et seq. of the California Water Code ("Buyer"), and Lilles Family Trust (Seller to write name). ("Seller").

RECITALS

- A. Seller holds fee title to certain unimproved real property consisting of approximately 44,62 acres [Seller to write in acreage] located in the unincorporated portion of Madera County, California, which is commonly described as Madera County Assessor's Parcel Number: 04706006 [Seller to write in APN] (the "Real Property"). If Buyer elects to purchase the Real Property by executing this Agreement, the legal description shall be prepared by the Title Company.
- B. Seller now desires to sell and convey to Buyer, and Buyer desires to purchase from Seller, all right, title and interest in and to the Property (as defined below) on and subject to the terms and conditions contained in this Agreement.

AGREEMENT

In consideration of the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

- 1. <u>Property Included in Sale</u>. Seller shall sell and convey to Buyer, and Buyer shall purchase from Seller, subject to the terms and conditions set forth herein, the following:
 - 1.1 the Real Property; and
- all of Seller's right, title and interest in and to: (i) all personal property related to the use or operation of the Real Property, except all existing tanks, trash, and debris on Property, which Seller shall remove at Seller's sole cost and expense prior to Close of Escrow (the "Personal Property"), and (ii) intangible property related to the use or operation of the Real Property, including without limitation, any licenses and permits owned by Seller in connection with the operation of the Real Property, and any warranties available to Seller with respect to the Real Property, all governmental zoning, use, occupancy, and operating permits, and all other governmental permits, licenses, approvals, applications, subdivision maps, entitlements and certificates relating to the Real Property (collectively, the "Intangible Property").

The Personal Property, Real Property and Intangible Property are collectively referred to as the "Property".

2. Purchase Price.

2.2 Deposit.

- (i) Within five (5) business days following the Effective Date, Buyer shall deliver into escrow with ______ ("Escrow Holder" or "Title Company"), a deposit in the amount of three percent of the Purchase Price rounded up to the nearest hundred dollars (the "Deposit").
- (ii) The Deposit shall be applied to the Purchase Price at the Closing (as defined in Section 7.2).
- 2.3 The balance of the Purchase Price shall be paid in cash to the Escrow Holder at the Close of Escrow.
- 3. <u>Title to the Property</u>. At the Close of Escrow, Seller shall convey to Buyer insurable title to the Real Property by a duly executed and acknowledged Grant Deed in Title Company's standard form (the "Grant Deed"), subject only to the Approved Exceptions (as defined in Section 5.1 below).

4. Due Diligence and Time for Satisfaction of Conditions.

- 4.1 Buyer, or its designees, shall commence due diligence with respect to the Property promptly following the Effective Date, and the due diligence period (the "Due Diligence Period") shall expire at 5 p.m. sixty (60) days from the Effective Date. At Buyer's election, Buyer shall have the right to terminate this Agreement at any time during the Due Diligence Period in which event the Deposit (and any other portion of the Deposit that has been delivered to Escrow Holder prior to such termination) shall be returned to Buyer and neither party shall have any further rights or obligations hereunder. If Buyer does not give Seller and Escrow Holder written notice of Buyer's election to proceed with this Agreement (the "Election Notice") prior to the expiration of the Due Diligence Period, then Escrow Holder shall immediately return the Deposit (and any other portion of the Deposit that has been delivered to Escrow Holder prior to the expiration of the Due Diligence Period) to Buyer, this Agreement shall be deemed to have been terminated, and neither party shall have any further obligation to the other hereunder.
- 4.2 Between the Effective Date and the final Closing Date, Seller shall afford authorized representatives of Buyer reasonable access to the Real Property for purposes of satisfying any Conditions Precedent (as defined in Section 5 below) to the Closing contained herein, and shall have the right to perform such engineering analyses, water, soils and geotechnical studies, site history investigations, marketing studies and environmental assessments as Buyer deems necessary in connection with its investigation of the Real Property. Provided that Seller is not in breach of this Agreement, if this Agreement is terminated, Buyer shall restore the Real Property to the condition existing prior to Buyer's entry onto the Real Property (but Buyer shall not be required to restore any conditions not created by Buyer or Buyer's agents, employees or contractors).

- 5. <u>Conditions to Closing</u>. The following conditions are conditions precedent to Buyer's obligation to purchase the Property (the "Conditions Precedent"):
 - 5.1 Buyer's review and approval of title to the Real Property, as follows:
- Within fifteen (15) days after the Effective Date, the Title Company (a) shall deliver to Buyer a preliminary title report for the Real Property issued by Title Company, accompanied by copies of all documents referred to in the report (collectively, the "Preliminary Report"). Buyer shall advise Seller, no later than thirty (30) days prior to the expiration of the Due Diligence Period, what exceptions to title, if any, will be accepted by Buyer. Seller shall have ten (10) days after receipt of Buyer's objections to give Buyer: (i) notice that said exceptions will be removed on or before the Closing Date; or (ii) notice that Seller elects not to cause such exceptions to be removed. If Seller shall fail to give Buyer notice of its election within such ten (10)-day period, Seller shall be deemed to have elected to remove any such exceptions. If Seller gives Buyer notice under clause (ii), Buyer shall notify Seller on or before the expiration of the Due Diligence Period whether Buyer elects to proceed with the purchase or terminate this Agreement. If Buyer elects to proceed with the purchase, then Buyer agrees to take title to the Real Property subject to all exceptions approved by Buyer and any exceptions that Seller has elected not to remove in accordance with the terms of this Section 5.1 (the "Approved Exceptions"). In no event shall any financing secured by the Property or any monetary liens be deemed an Approved Exception, and Seller agrees to remove any such exception at the Close of Escrow. If Buyer shall fail to deliver the Election Notice prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have elected to terminate this Agreement.
- 5.2 Buyer's review and approval, within the Due Diligence Period, of all Seller's Documents (as defined below). Seller shall provide Buyer with copies of all documents pertaining to the condition or entitlement status of the Real Property that are in Seller's possession or control (collectively, "Seller's Documents"). Seller's Documents shall include, without limitation, surveys, permits, geologic, soils, groundwater and environmental reports, written communications to or from any and all governmental agencies, and engineers' and consultants' plans, reports and studies which Seller may have prepared or caused to be prepared (or which Seller has received) relating to the Property.
- 5.3 At the Closing, Title Company shall issue, at Buyer's election, a CLTA Owner's or ALTA Owner's Policy (or Policies) of title insurance (the "Title Policy"), subject only to the Approved Exceptions.
- 5.4 Seller shall have performed all obligations to be performed by Seller pursuant to this Agreement prior to Closing.
- 5.5 Seller's representations and warranties set forth herein shall have been true and correct as of the Effective Date and as of the Close of Escrow.
- 5.6 At the Closing, the Board of Directors of Buyer shall have approved the transfer of the Property by Seller and acceptance of the Property by Buyer pursuant to the terms and conditions of this Agreement.

The Buyer's Conditions Precedent are intended solely for the benefit of Buyer. If any of the Buyer's Conditions Precedent are not satisfied by the expiration of the Due Diligence

Period or the Closing Date, as applicable, Buyer shall have the right in its sole discretion either to terminate this Agreement by written notice to Seller or to waive the Condition Precedent. If Buyer does not approve or waive the Conditions Precedent set forth in Sections 5.1 through 5.2 prior to the expiration of the Due Diligence Period, such Conditions Precedent shall be deemed disapproved, this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further liability hereunder. If Buyer does not approve or waive the Conditions Precedent set forth in Sections 5.3 through 5.6 prior to the Closing Date, Buyer shall have the right to terminate this Agreement, in which event this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further liability hereunder (unless the failure of such condition was due to Seller's default hereunder, in which case Buyer shall retain all rights and remedies available at law or in equity).

6. DEFAULT:

6.1 BUYER'S DEFAULT. IF ESCROW FAILS TO CLOSE DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGES CAUSED BY BUYER'S DEFAULT UNDER THIS AGREEMENT. ACCORDINGLY, BUYER AND SELLER AGREE THAT IN THE EVENT ESCROW FAILS TO CLOSE DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE AMOUNT OF THE DEPOSIT PREVIOUSLY PAID BY BUYER. THEREFORE, IF ESCROW FAILS TO CLOSE DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT. THIS AGREEMENT SHALL TERMINATE, ESCROW HOLDER SHALL CANCEL THE ESCROW AND SELLER SHALL RETAIN THE DEPOSIT PREVIOUSLY PAID BY BUYER AND RELEASED TO SELLER. RETENTION OF THE NONREFUNDABLE DEPOSIT BY SELLER SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT ESCROW FAILS TO CLOSE DUE TO A MATERIAL BREACH BY BUYER, AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON TERMINATION OF THIS AGREEMENT AS PROVIDED IN THIS SECTION 6, NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES.

INITIALS: Seller Shaffler Buyer____

6.2 <u>SELLER'S DEFAULT</u>. In the event of a default under this Agreement by Seller, Buyer may terminate this Agreement by written notice to Seller and, in addition, at Buyer's option, elect to: (i) waive any claim for loss of bargain, in which event all monies paid on account of Buyer, including, but not limited to, the Deposit, shall be repaid to Buyer and in addition, Seller shall pay to Buyer an amount equal to all of Buyer's direct out-of-pocket costs and expenses arising

out of the transactions contemplated by this Agreement including, but not limited to, Phase I report, property investigation costs, title examination, staff time, and attorney's fees, or (ii) seek relief in an action for specific performance; provided, however, that an election by Buyer to pursue one or the other of the foregoing remedies shall not preclude Buyer from pursuing the other remedy until full satisfaction shall have been received on the remedy pursued.

7. Closing and Escrow.

- 7.1 Upon mutual execution of this Agreement, the parties hereto shall open an escrow for the sale of the Property and shall deposit executed counterparts of this Agreement with Escrow Holder and both of such Agreements shall serve as instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control. If the escrow is terminated due to the breach of this Agreement, then the breaching party shall be required to pay all escrow cancellation fees.
- 7.2 <u>Closing Schedule</u>. The closing of the purchase and sale contemplated hereunder (the "Closing") shall occur on the date that is seventy five (75) days after the Effective Date (the "Closing Date" or "Close of Escrow").
- 7.3 At or before the Closing (except to the extent otherwise specifically provided below), Seller shall deliver to Buyer the following:
- (i) the Grant Deed for the Real Property, duly executed and acknowledged by Seller, subject only to the Approved Exceptions;
- (ii) an affidavit pursuant to Section 1445(b)(2) of the Federal Code (the "Non-Foreign Affidavit"), and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Code;
- (iii) a properly executed California Form 593C (the "California Tax Certificate") certifying that Seller is a California resident; and
- (iv) any other instruments, records or correspondence called for hereunder which have not previously been delivered. Buyer may waive compliance on Seller's part under any of the foregoing items by an instrument in writing.
 - 7.4 At or before the Closing, Buyer shall deliver to Seller the following:
- (i) The Purchase Price (less the Deposit, which shall be credited to the Purchase Price); and
- (ii) Buyer's share of closing costs and prorations as provided in Section 7.6 below.
- 7.5 Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

- 7.6 The following are to be apportioned as of the Closing Date, as follows:
- (i) <u>Prorations</u>. Real property taxes and assessments for the Real Property shall be prorated as of the Close of Escrow on the basis of the most recent tax information. Such prorations shall be based on a thirty (30) day month. Seller's portion of such taxes and assessments may be paid using the proceeds of the Close of Escrow.
- (ii) <u>Closing Costs</u>. At the Closing, the cost of the CLTA Title Policy, Endorsements, if any, and payment of the Madera County documentary transfer taxes, recording fees, escrow fees, and any other closing costs (the "Closing Costs") shall be paid by the Buyer. Any additional cost for an ALTA title policy or survey shall be borne by Buyer. The parties shall each pay their own legal fees, if any are incurred.
- 7.7 Actions by Escrow Holder. On the Closing Date, provided each of the conditions to the parties' obligations have been satisfied or waived, Escrow Holder shall undertake and perform the following acts in the following order: (a) record the Grant Deed in the Official Records (with documentary transfer tax information to be affixed after recording) and obtain a conformed copy thereof for delivery to Buyer; (b) pay any transfer taxes; (c) instruct the County Recorder to return the Grant Deed to Buyer; (d) distribute to Seller, or as Seller may instruct the Purchase Price for the Real Property less Seller's share of closing costs and prorations as provided herein; (e) deliver to Buyer (i) the conformed copy of the recorded Grant Deed, (ii) the original executed Non-Foreign Affidavit, (iii) the original executed California Tax Certificate, and (iv) the Title Policy, subject only to the Approved Exceptions.
 - 8. <u>Seller's Representations</u>. Seller hereby represents and warrants to Buyer that:
- 8.1 The Real Property does not contain any hazardous or toxic substances (as defined by any Federal, State or local statute, ordinance, code or regulation) (collectively, "Hazardous Substances").
- 8.2 There are no claims, disputes, or litigation of any kind pending or threatened which affect the Property or Seller's ability to perform its obligations hereunder.
- 8.3 There are no leases or occupancy agreements currently in effect that burden, encumber or otherwise affect the Real Property.
- 8.4 There are no liens, encumbrances, boundary line disputes, encroachments or other title matters affecting the Real Property other than those title exceptions contained in the Preliminary Report.
- The persons executing this Agreement on behalf of Seller are duly authorized to do so, and Seller has full right, power and authority to enter into this Agreement, to perform its obligations hereunder and to sell the Property pursuant to this Agreement. Neither the execution of this Agreement nor the consummation of any of the transactions contemplated by this Agreement violates any provision of any agreement or document to which Seller is a party or by which Seller or the Property is bound. No consent from any third party is required before any of the Property may be conveyed to Buyer.

- 8.6 Seller is not bankrupt or insolvent under any applicable federal or state standard, nor has Seller filed for protection or relief under any applicable bankruptcy or creditor protection statute nor has Seller been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arms-length and the consideration to be paid represents fair value for the assets to be transferred.
- 8.7 Seller has not entered into any agreements, contracts, understandings or other written or verbal arrangements to sell, lease, option the Property or any portion thereof that would in any way interfere with Buyer's acquisition, use, development and occupancy of the Property after the Close of Escrow, and Seller shall not enter into any such agreements, contracts, understandings or other written or verbal arrangements during the existence of this Agreement.

Except as provided above, Seller is making no representations or warranties, express or implied, regarding the property or matters affecting the Property. Seller shall notify Buyer in writing if Seller becomes aware of any material change in the foregoing representations at any time from the Effective Date through the Close of Escrow. The representations and warranties contained herein shall survive the Close of Escrow.

9. As-Is Purchase; Buyer's Representations.

- 9.1 Buyer hereby acknowledges (a) as of the Close of Escrow Buyer shall have had ample opportunity to inspect and evaluate the Property and Buyer's planned use and attendant existing or future regulatory constraints including, without limitation, zoning, building, permitting, and other governmental constraints, site and physical conditions, access, environmental conditions, and other matters affecting the present or future use and condition of the Property; (b) as between Seller and Buyer, Buyer is relying entirely on Buyer's own experience, expertise, and its own inspections of the Property or its planned use; and (c) Buyer is purchasing and accepting the property "AS IS".
- 9.2 Buyer makes the following representations and warranties, which are true as of the Effective Date:
- a. <u>Authority</u>. The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been or will be duly authorized by all necessary action on the part of Buyer and this Agreement constitutes the legal, valid and binding obligation of Buyer. The persons executing this Agreement on behalf of Buyer are duly authorized to do so, and Buyer has full right, power and authority to enter into this Agreement, to perform its obligations hereunder and to purchase the Property pursuant to this Agreement. Neither the execution of this Agreement nor the consummation of any of the transactions contemplated by this Agreement violates any provision of any agreement or document to which Buyer is a party or by which Buyer is bound.
- b. <u>Due Formation; Power.</u> Buyer is an irrigation district, duly organized under the California Irrigation District Law and validly existing and in good standing under the laws of the State of California and authorized to transact business in the State of

California. Buyer has full capacity, right, power and authority to enter into this Agreement and to perform its obligations hereunder.

- c. <u>Bankruptcy</u>. Neither Buyer, nor any entity or person that directly or indirectly owns or controls Buyer is bankrupt or insolvent under any applicable federal or state standard, nor has any such party filed for protection or relief under any applicable bankruptcy or creditor protection statute nor has any such party been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Buyer is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at armslength and the consideration to be paid represents fair value for the assets to be transferred.
- 10. <u>Possession</u>. Seller shall deliver possession of the Property to Buyer on the Closing Date free and clear of any tenants or possessory rights of third parties.
- 11. <u>Maintenance of the Property</u>. Between Seller's execution of this Agreement and the Close of Escrow, and subject to Buyer's rights of entry and inspection provided in Section 4.2 above, Seller shall maintain the Property in the same manner as before the making of this Agreement. Seller shall notify Buyer in writing if Seller becomes aware of any material change in the physical condition of the Property.
- Condemnation. If, prior to the Close of Escrow, any portion of the Property is taken 12. by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending taking which has not yet been consummated), Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the escrow upon written notice to Seller and Escrow Holder not later than fifteen (15) days after receipt of Seller's notice thereof. If this Agreement and the escrow are so terminated, all documents and funds, including the Deposit, shall be returned by Escrow Holder to each party who so deposited the same, and if the Deposit has been released to Seller, Seller shall immediately return the same to Buyer, and neither party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees, which shall be borne equally by Buyer and Seller, and Buyer's obligation to provide all plans, reports or studies regarding the Property to Seller. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards made or to be made in connection with such condemnation or eminent domain, and the parties shall proceed to the Close of Escrow pursuant to the terms hereof, without any reduction in the Purchase Price.
- 13. <u>Indemnity</u>. Buyer agrees to indemnify, defend and hold harmless Seller, its attorneys, agents and assigns, and each of them, in all capacities, including individually from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action, proceeding(s) or suit(s), including attorneys' fees, expert witness and consultant fees and litigation costs, and all other fees and costs arising out of or related to Buyer's inspection and testing of the Property pursuant to Section 4.2 of this Agreement.

14. Miscellaneous.

14.1 <u>Notices</u>. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, or (ii) three (3) days after being deposited in the U.S. Mail, and addressed as follows:

If to Buyer:

Madera Irrigation District

General Manager 12152 Road 28 1/4 Madera, CA 93637

With a copy to:

Wanger Jones Helsley PC

John P. Kinsey, Esq.

265 E. River Park Circle, Suite 310

Fresno, CA 93720

jkinsey@wjhattorneys.com

If to Seller:

{Filled in by Seller}

Lilles Family Trust

Madera, Ca. 93639

With a copy to:

{Filled in by Seller}

Adam Basila 9875 N. Yorktun De Fresno (A 93720

or such other address as either party may from time to time specify in writing to the other.

Brokers and Finders. Neither party has had any contact or dealings 14.2 regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission contemplated the sale fee in connection with Adam Basila [Seller to fill in if applicable], representing Seller, whose commissions shall be paid by Seller, in an amount to be set forth in a separate agreement between such brokers and Seller. Seller shall defend, hold harmless and indemnify Buyer from any claims, costs, liabilities, damages and expenses (including reasonable attorneys' fees and costs) incurred by Buyer as a result of Seller's failure to pay such commission. Additionally, if any other broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees and costs) incurred by the other party in defending against the same. The provisions of this Section shall survive the Closing.

- 14.3 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns.
- 14.4 <u>Amendments</u>. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.
- 14.5 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 14.6 <u>Negotiated Agreement</u>. Seller and Buyer acknowledge that this Agreement has been negotiated and that each party has had an opportunity to have the Agreement reviewed by legal counsel. Accordingly, notwithstanding the fact that this Agreement was prepared by Buyer's counsel, the doctrine that ambiguities in an agreement shall be construed against the drafting party shall not be employed in connection with this Agreement.
- 14.7 <u>Enforcement</u>. If either party commences legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its attorneys' fees and court costs incurred therein.
- 14.8 <u>Time of the Essence</u>. Seller and Buyer agree that time is of the essence of this Agreement. If either party fails to perform an obligation contained herein by the date such performance is required, it shall not be deemed to be unreasonable for the other party to pursue its remedies hereunder, including termination of this Agreement.
- 14.9 <u>Severability</u>. If any provision of this Agreement or the application thereof to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.
- 14.10 1031 Tax-Deferred Exchange. Seller shall have the right to complete the transaction contemplated by this Agreement as an exchange which will qualify for nonrecognition of gain under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer agrees to reasonably cooperate in effecting such an exchange transaction if requested to do so by Seller but at no cost to Buyer and without accepting title to any other property other than the Property. In the event of such exchange, Seller shall indemnify and hold Buyer harmless from any and all liabilities, losses and expenses (including attorney's fees) incurred by Buyer arising from such exchange, which liabilities, losses and expenses would not have been incurred if there had not been an exchange of properties. This indemnity and hold-harmless shall survive the Close of Escrow. The inability of Seller to effect an exchange shall not relieve Seller of the obligation to sell the Property pursuant to the terms of this Agreement.
- 14.11 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

<u>OPTION 1</u>- (If owned individually - add additional signature pages if required)

SELLER:	BUYER:
	MADERA IRRIGATION DISTRICT
(Signature of Individual Seller #1)	By:
(Name of Seller #1)	Name:
DATED:	Its:
(Signature of Individual Seller #2, if any)	DATED:
(Name of Seller #2, if any)	
DATED:	
OPTION 2- (If owned by entity - add addition signature pages if required)	al
SELLER:	
Lilles Family Trust	
(Entity Name of Seller)	
(Signature of Seller)	
By: Marffiller	
(Name of Person Executing)	
Its: Executor (Representative Capacity of Person Signing)	
DATED: 4/11/23	

AGENDA ITEM 6d.

JUNE 13, 2023 RESOLUTION NO. 2023-22

RESOLUTION OF THE BOARD OF DIRECTORS, MADERA IRRIGATION DISTRICT APPROVING THE REGIONAL WATER MANAGEMENT GROUP REVISED BYLAWS AND RULES OF ORDER

RESOLVED by the Board of Directors of the Madera Irrigation District ("District"), at a special meeting duly called and held on June 13, 2023 at the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, the District is a member of the Madera Region Regional Water Management Group ("RWMG"); and

WHEREAS, the RWMG previously approved the Bylaws and Rules of Order on September 10, 2012; and

WHEREAS, the RWMG has reviewed and revised the Bylaws and Rules of Order; 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 of Directors of Madera Irrigation District approves the revised RWMG Bylaws and Rules of Order as presented.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Madera Irrigation District, at a special meeting of the Board held on the 13th day of June 2023 by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	James Erickson, President
ATTEST:	_
Carl Janzen, Vice President	

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Made	era Irrigation District hereby certifies that the
foregoing is a full, true and correct copy of Resolution No. 20	23-22 adopted June 13, 2023.
	-
	Andrea Kwock Sandoval, Secretary
	,

BYLAWS

Bylaws and Rules of Order Of the Madera Region Regional Water Management Group (RWMG) Adopted September 10, 2012 Revised April 24, 2023

1. Authority

- 1.1. <u>Authorization</u>: These bylaws and rules are authorized by majority vote of the Madera Region Regional Water Management Group (RWMG) and shall apply to all meetings and proceedings of the RWMG.
- 1.2. Water Code Reference: Consistent with Water Code section 10539, a RWMG generally refers to a group of three or more Local Agencies in the Region, at least two of which have statutory authority over water supply or water management, as well as those other entities in the Region that may be necessary for the further development and implementation of the Integrated Regional Water Management Plan (IRWMP). As specifically used in these bylaws, RWMG shall refer to the Parties to the Memorandum of Understanding for Integrated Regional Water Management in the Madera Region (MOU).

2. Membership

2.1. <u>Eligibility</u>: Membership in the RWMG is open to local agencies, non-profit organizations, or other entities in the Region that desire to participate in the adoption, further development, funding, and implementation of the IRWMP. Interested parties may seek to join the RWMG at any time.

2.2. Dues Paying Members:

2.2.1. Adoption Procedure for Dues Paying Members: Each Party of the RWMG must adopt the Madera Region IRWMP prior to executing the MOU. For a Local Agency, adoption of the IRWMP is by formal resolution of the governing body or its equivalent (e.g., by a board of directors or other management entity). For any other entities, adoption by way of acknowledgement of acceptance of the IRWMP by the individual(s) authorized to bind the entity, is required. To join the RWMG, an entity must submit a request to the RWMG and become signatory on the MOU. The RWMG shall determine whether the requesting party is a party qualified under Water Code section 10539 and this MOU to participate as a member of the RWMG. If so, the requesting party may join the RWMG by adopting the IRWMP and executing the MOU.

2.3. Disadvantaged Community (DAC) Group Members:

2.3.1. <u>Adoption Procedure for DAC Group Members:</u> As the RWMG seeks the participation of disadvantaged communities, interested DACs that do not have the ability to contribute substantial financial resources are encouraged to become members of the DAC Group. DAC Group members are not required to contribute monetary dues. DACs desiring to become part of the DAC Group shall submit an application to the RWMG requesting DAC Group member status.

- 2.3.2. Selection of the voting representative and alternate representative to the RWMG from the DAC Group: The DAC Group is recognized as a single voting entity for the purpose of governance of the RWMG. The DAC Group shall be entitled to one representative and one alternate representative on the RWMG of its own selection (although all DAC Group members are encouraged to attend all meetings). Selection of the DAC Group representative and alternate shall be administered as follows: a letter soliciting nomination of a RWMG candidate to represent the DAC Group will be sent to each DAC within the Madera Region. From the responses received, a list of candidates will be compiled and a ballot distributed to all DACs within the Madera Region; each DAC having one vote in the election. Upon receipt of all ballots within a stated time period, the individual with the most votes shall become the DAC Group representative and the individual with the second most votes shall be the alternate. Said representative and alternate shall serve a two-year term with no limit on the number of terms that an individual can serve.
- 2.4. <u>Affiliate Members</u>: The RWMG defines affiliate members as agencies or organizations procedurally precluded from contributing monetary dues. Entities that qualify to be Affiliate Members include, but are not limited to, California Department of Fish and Game, California Department of Forestry and Fire Protection, United States Forest Service, and the State Water Quality Control Board. Entities desiring to become Affiliate Members shall submit an application to the RWMG.
- 2.5. <u>Active Membership</u>: Each agency/signatory group must have representation at each meeting; if three consecutive meetings are missed, a notice will go to the agency/signatory group in regards to the absence with the option of ending their relationship with the RWMG.
- 2.6. <u>Withdrawal:</u> A member may withdraw from the RWMG upon 30 days advance notice to the other members. A withdrawing member will remain obligated for its proportionate share of any financial obligation incurred in furtherance of the MOU and/or implementation of the IRWMP prior to the effective date of the withdrawal.

3. Officers, Lead Agency, Fiscal Agent/Sponsor and Staff

3.1. <u>Terms</u>: Each officer will be elected at the first meeting of the year; with one year terms for officers and no term limits. The RWMG shall have the following officers:

3.2. Officers:

- 3.2.1. <u>Chairperson:</u> The RWMG shall have a chairperson. The chairperson shall be elected by the RWMG in <u>January</u> of each year. The person holding the chair position must have participated as a representative for a RWMG member for one year. The chairperson does not have to be a representative of the Lead Agency.
 - 3.2.1.1. <u>Duties</u>: The chairperson is the presiding officer of the RWMG and as such, shall have the following duties:
 - 3.2.1.1.1. In coordination with the RWMG Coordinator, set meeting agendas.
 - 3.2.1.1.2. Convene the meeting and call the RWMG to order at the time at which the RWMG is to meet, when a quorum is present, or when there is no prospect of there being a quorum.

- 3.2.1.1.3. Announce the business before the RWMG in the order in which it is to be acted upon.
- 3.2.1.1.4. Conduct public hearings as provided.
- 3.2.1.1.5. State and put to vote all motions which are regularly made, or necessarily arise in the course of the meeting, and announce the result of the vote.
- 3.2.1.1.6. Expedite business in every way compatible with the lawful conducting of business.
- 3.2.1.1.7. Enforce on all occasions the observance of order and decorum among members and the public.
- 3.2.1.1.8. Decide all questions of order and procedure, subject, however, to an appeal to the RWMG as a whole. In the event of an appeal, the decision of the majority of the members present at the meeting shall decide questions of order and procedure.
- 3.2.1.1.9. Gather the information/topics from the group and create the agenda for each meeting.
- 3.2.1.1.10. If the Group Coordinator is unable to attend a meeting, the chair will appoint a temporary note taker for that meeting.
- 3.3. <u>Chair Pro Tem</u>: The RWMG shall have a chair pro tem, who shall be elected in the same manner, at the same time, and for the same term as the chair. The chair pro tem shall have and perform all powers and duties of the chair in the absence of the chair.
- 3.4. <u>Lead Agency</u>: The RWMG shall mutually agree upon a designated signatory Local Agency to facilitate IRWMP implementation and coordinate RWMG activities in furtherance of the MOU. The Lead Agency will serve at the pleasure of the RWMG. Unless otherwise designated as the Grant Administrator responsible for funding or the Project proponent for an individual Project pursuant to the MOU, the Lead Agency shall not be responsible for any Project, including without limitation completion, funding, or environmental review thereof.

3.5. Staff:

3.5.1. Group Coordinator: The RWMG will have a Coordinator. The Group Coordinator provides notice of all meetings as required by law; prepares, keeps and maintain the files, minutes, findings, resolutions, orders, and all other documents and papers relative to those items of business which are or have been before the RWMG; and attends each meeting and records each item of business. This person may be a designee from one of the MOU signatory entities.

3.6. Fiscal Agent/ Agency Sponsor/Grantee:

3.6.1. The Fiscal Agent/Sponsor will be Project Manager and Grant Administrator for the Planning grant for the Region as well as Grant Administrator for the Implementation Grants that will be ran through the RWMG. They will complete the reporting, invoicing, and contracting with DWR and other funders for the planning stage and contract with consultants or employee to manage the IRWMP Project and provide administrative support or project assistance. They will have legal obligations for grants with DWR and other funders.

4. Meetings

Proposed agenda items and any corresponding supporting documents must be submitted to the Chairperson and Group Coordinator a minimum of two weeks prior to the scheduled meeting date. When a vote of the RWMG is needed for an action, the item will be designated as an action item on the agenda.

4.1. Regular Meetings:

4.1.1. Unless otherwise designated in the agenda, all regular meetings of the RWMG shall be held virtually, with a call-in option for those without internet access. Meetings will be held on the fourth Monday of each month at 1:30 pm. There will be eleven (11) meetings held throughout the calendar year.

4.2. Special Meetings:

4.2.1. Special meetings of the members shall be held at a time and frequency to be specified by a vote of the members. Special meetings shall conform with the noticing and conduct requirements of regular meetings.

4.3. Brown Act:

4.3.1. All regular and special meetings shall conform, as much as possible, to the requirements of the Ralph M Brown Act (Government Code section 54950 et seq.) including the preparation and posting of agendas, providing notice, inspection of records, conducting of closed sessions, and the like. Meetings will be held virtually, with a call-in option for those without internet access, as outlined in Section 4.1.1 of these bylaws.

4.4. Participation:

4.4.1. Members agree to work in good faith. Good faith implies an obligation to regularly attend and participate in meetings, to strive to understand all perspectives, to engage in dialogue and deliberation, and to earnestly work with fellow RWMG members.

5. Meeting Procedure

- 5.1. Quorum: A majority of the MOU Signatories (voting members) shall constitute a quorum. Except as may otherwise specifically be required by law or these Bylaws, every act or decision done or made by majority of the members present at a meeting duly held at which a quorum is present shall be regarded as the act and decision of the members.
- 5.2. <u>Calling Meeting to Order:</u> When a quorum is present or when there is no prospect of there being a quorum, the chair shall convene the meeting and call the RWMG to order.
- 5.3. In the absence of the Chair and Chair Pro Tem: The Group Coordinator shall convene the meeting and call the RWMG to order, whereupon a temporary chair shall be elected by the members who are present. The temporary chair shall relinquish the chair upon arrival of the chair or chair pro tem and after the conclusion of the item of business then being considered.

5.4. Order of Business:

- 5.4.1. Quorum not Present: If no quorum exists, only the following business may be transacted: taking measures to obtain a quorum, fixing the time to which to adjourn, the action to adjourn, to take a recess or to receive information.
- 5.4.2. When a quorum is present, business shall be conducted in the following order:
 - 5.4.2.1. Reading or waiver of reading, and approval of the minutes of the previous meeting;
 - 5.4.2.2. A period, not to exceed 15 minutes, to allow public comment on matters within the jurisdiction of the members that are not on the current meeting's agenda, with each speaker to give his or her name and address for the record and not to speak in excess of three minutes:
 - 5.4.2.3. Review of agenda items. For agenda items that are informational only the chair will call the item and facilitate discussion as appropriate. For decisional agenda items the chair will call the item and follow the procedure outlined under '6 Decision Making' below.
 - 5.4.2.4. Setting the next meeting date.
 - 5.4.2.5. Adjournment

6. Decision Making

- 6.1. <u>Administrative Decisions</u>: Administrative decisions are about the logistical activities of the RWMG (including but not limited to: meeting dates and times, agenda revisions, and schedules). All administrative decisions will be made on a simple majority vote of all Dues Paying members, the DAC Group, and Affiliate Members present. Upon request of a Dues Paying member a prospective decision shall be treated as a Substantive Decision.
- 6.2. <u>Substantive Decisions</u>: All other decisions (including but not limited to updates to the MOU or Bylaws, IRWM Plan adoption, budget/finances, projects related priorities, expenditures or implementation issues) will be made using the following procedure designed to include and value as wide a range of perspectives as feasible.
 - 6.2.1. <u>Introductory Discussion</u>: The chair will provide an opportunity for discussion of the item by all active group members.
 - 6.2.2. Non-Binding Poll of All Meeting Participants: The RWMG will use polling to assess the degree of preliminary support for an idea before it is submitted as a formal proposal for a vote. The poll results will potentially indicate the need for subsequent work to revise the text of a recommendation and to prepare it for a vote. The RWMG will use the following three levels to indicate a degree of approval & support for a proposal or being considered.
 - 6.2.2.1. Thumbs Down / I do not agree with the proposal. I feel the need to block its adaptation and propose an alternative.
 - 6.2.2.2. Thumbs Sideways / I can accept the proposal although I do not necessarily support it.
 - 6.2.2.3. Thumbs Up / I think this proposal is the best choice of the options available to us.
 6.2.2.3.1. The RWMG will strive to have participants in the 'Thumbs Up' or 'Thumbs Sideways' indicators of support on a given proposal. If a participant is at a 'Thumbs Down' level, that person should provide a counter proposal that legitimately attempts to achieve his/her interests and the interests of all the RWMG members. The RWMG will evaluate how best to proceed when a counterproposal is presented.
 - 6.2.2.3.2. 'Thumbs Down' viewpoints will be documented in the meeting minutes. If a participant would also like to document their alternate view, the said participant may submit a write up to the RWMG Coordinator within one week of the meeting in which the discussion took place. The write up will be attached to the meeting minutes. The write

up should be expressed in the following manner: a) Outlines the key concern from an organizational or interest-based stance. b) Provides a recommendation for improving the decision/product in question.

6.3. Formal Voting

- 6.3.1. <u>Dues Paying Member and DAC Group Voting</u>: The Dues Paying members and the DAC Group representative will be referred to as the "RWMG Voting Members." Each Dues Paying Member can have as many representatives attend as they wish, but at the time of a vote only one person will be allowed to vote per Dues Paying Member entity. As specified in Section 2.3.2. of these bylaws, the DAC Group Representative will vote on behalf of the DAC Group. As with Dues Paying Members, the DAC Group can have as many representatives attend as they wish, but at the time of vote only the designated representative will be allowed to vote.
- 6.3.2. <u>Designated Voting Representative</u>: Each Dues Paying Member entity will designate who the voting party will be to represent their entity. As outlined in Section 2.3.2 of these bylaws, the DAC Group representative will be chosen as specified.
- 6.3.3. <u>Designated Voting Alternate</u>: Each Dues Paying Member will designate an alternate. As specified in Section 2.3.2. of these bylaws, the DAC Group alternate will be chosen as specified.
- 6.3.4. <u>Calling for Motion</u>: Upon the conclusion of the discussion among the RWMG Voting Members on an item of business requiring a vote, the chair shall call for a motion. A motion must be seconded before the chair may put it to a vote of the RWMG Voting Members. If, after a reasonable time, a motion is not seconded, the motion shall die for lack of a second and the chair shall call for a new motion.
- 6.3.5. Putting Motion to a Vote: When a motion has been made and seconded, the chair shall then state the motion and call for a vote. The chair shall first ask for all RWMG Voting Members voting in favor of the motion to give their vote orally, and shall then ask those Voting Members opposed to the motion to give their vote orally. Upon request of any Voting Member, the chair shall call for a roll-call vote, with the chair to vote last.
- 6.3.6. <u>Minimum Votes Needed to Pass Motion</u>: The RWMG shall not approve any item of business except upon the majority vote of those casting a vote.
- 6.3.7. Abstention: Abstaining votes are not counted.
- 6.3.8. <u>Announcement of Vote</u>: When all voting is complete, the chair shall announce whether the motion is approved or denied, or whether a new motion is needed.
- 6.3.9. <u>Change of Vote</u>: A member can change his or her vote up to the time the chair announces the result of the vote. After the chair announces the vote, no changes shall be allowed.

7. <u>Dues</u>

- 7.1. Justification: Baseline administration of the RWMG requires financial support from participating members.
- 7.2. <u>Procedure</u>: In October of each calendar year the Chair/Vice-Chair will propose an administrative operating budget for the coming calendar year running from January 1 December31. The RWMG will seek to formally adopt the budget proposed at the October meeting at the subsequent November meeting.
- 7.3. <u>Dues Paying Members</u>: MOU signatories, including water agencies, irrigation districts, local government, and other entities will pay an equal dues amount.

- 7.4. <u>DAC Group Members</u>: The RWMG will not require monetary financial support from the DAC Group members through dues. But the DACs will be expected to provide support for sponsored implementation projects (which could be supplied through in-kind support).
- 7.5. In-Kind Administrative Services: In the case that a RWMG member organization provides administrative support (i.e., sending invoices, receiving dues payments, creating expenditure/receivable reports) that entity may subtract from their dues the cost of providing those services. The amount of credit for In-Kind Administrative Services shall be approved by a majority vote of the Regular Members of the RWMG.
- 7.6. Special Projects: A "Special Project" is an activity undertaken by fewer than all the Parties in the RWMG. The activity must be consistent with the scope of the RWMG's efforts. Prior to undertaking a Special Project, the Parties electing to participate in the Special Project shall enter into a 'Special Project' agreement. Such activity agreement shall provide that (i) no Special Project undertaken pursuant to such agreement shall conflict with the terms of the RWMG MOU and (ii) the Parties to the activity agreement shall indemnify, defend and hold the other Parties harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Project described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Project shall be assets, rights, benefits debts, liabilities and obligations solely of those parties that have entered into the activity agreement for that Special Project, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those parties that have not executed the activity agreement.
- 7.7. <u>Unforeseen Circumstances</u>: Due to the uncertainty of the grant funding process and other factors outside the control of the RWMG, circumstances could arise wherein members would need to decide whether an additional financial contribution is necessary. This decision would take place through the RWMG's voting procedures.
- 7.8. <u>Donations</u>: Donations by participating members are welcomed and will be accepted.
- 7.9. <u>Conflicts of Interest</u>: Should any member have a financial interest, as defined by Government Code section 87103 and its regulations, in the outcome of any item being considered by the RWMG, that a member shall declare his or her interest and refrain from participation as a member in any debate or discussion and any vote on the item. The recused member shall not be counted toward the existence of a quorum.

8. Miscellaneous

- 8.1. <u>Public Records</u>: The Lead Agency shall be the repository for all records of the RWMG, for purposes of responding to requests for inspection and copying of public records.
- 8.2. <u>Subcommittees</u>: The RWMG may for subcommittees for the purposes of carrying out its duties, or for addressing issues affecting particular areas of the Madera Region or for certain issues within the general jurisdiction of the RWMG.
- 8.3. Amendments: These rules and procedures may be amended as needed, in a manner provided by law.
- 8.4. Roberts Rules of Order: Where these bylaws do not cover an issue; Roberts Rules of Order shall apply.