

COLUSA BASIN DRAINAGE DISTRICT Board of Directors' Meeting Notice & Agenda

**Monday, June 12, 2023, 1:00pm – Special Meeting
Sites Project Authority Reservoir Conference Room
122 Old Highway 99, Maxwell, CA 95955**

This meeting will be available to the public by teleconference. The call-in information is as follows:

Via web: <https://us06web.zoom.us/j/89901346018?pwd=cUxBQ0NibVI2TVRZK1Z6YWRCVIFPUT09>

By Phone: 1-253-215-8782

Meeting ID: 899 0134 6018

Passcode: 825668

Any member of the public may speak during Public Comment, or may email public comments to the General Manager at cbdd61@yahoo.com.

1. Call to Order – George Tibbitts, President

2. Public Participation Members of the public are permitted to address the Board on items affecting the operations of the District and within the jurisdiction of the Board that are not on the agenda. Member of the public may comment on agenda items when said agenda item has been called. In order to not unduly delay the meeting, individuals requesting the opportunity to address the Board are requested to keep their comments to a maximum of five minutes.
Informational Only!

3. Consent Agenda (any of these items can be moved to Business items for more discussion and action at the Board's direction.)

A) Approval of Minutes of the April 24, 2023 Board Meeting and Ranch Tour.

B) Approval and/or Ratification of April and May claims.

C) Review and receive May 31, 2023 Financial Statements.

4. Public Hearing: Levy of 2023-2024 Annual Benefit Assessment

A) Conduct Hearing [Hearing to commence no earlier than 1:00 p.m.]

B) Following hearing, review and consider approval of CBDD Resolution 2023-04, Levy of 2023-2024 Annual Benefit Assessment

Colusa Basin Drainage District Board of Directors: District 1 – Tom Arnold, Donald Perez, and Lance Boyd. District 2 – Gary Evans, Mary Fahey, and Pete Knight. District 3 – George Tibbitts, Chairperson, Lynell Pollock, Vice Chair, and Todd Miller

5. Business Items for Discussion & Action

- A) Discuss and take action on cleanout of mini storage unit.
- B) Discuss and take action on mobile home rent.
- C) Elections
 - i. Resolution 2023-05 regarding Landowner Designation
 - ii. Resolution 2023-06 regarding Election for Water District Positions (Division I, Glenn County & Division II, Colusa County)
 - iii. Discuss election costs.
- D) 2023-2024 Budget
 - i. Discuss and approve deferred maintenance account for the ranch house and mobile home.
 - ii. Discuss and approve designated projects account.
 - iii. Discuss and approve 2023-2024 budget.
- E) District Administration:
 - i. Discuss Board meeting schedule.
 - ii. Review Colusa County Claims Approvals Process.
 - iii. Discuss and take action on selection of auditor for 2021-22 and 2022-23 audits.
- F) Grazing & Hunting Lease, renewal September 1, 2024
 - i. Establish committee to develop goals for RFP for leases.
- G) Proposed Project Participation
 - i. Discuss and take action on District participation in various projects within the District boundaries.

10. Reoccurring Calendared Items

- A) Project Committee
- B) South Fork Willow Creek Ranch Reports
- C) SGMA
 - i) Yolo, Colusa, and Glenn Counties
 - ii) 2023 Water Conditions
- D) Sites Reservoir

11. Director's and/or Manager's Reports

- A) Informational only! Director's reports are optional

12. Correspondence

- A) Williamson Act Notification
- B) Executive Committee Meeting Minutes – June 16, 2022, February 9, 2023, and May 31, 2023

13. Next Meeting Monday, August _____, 2023 @ 1:00pm at _____
(tentative)

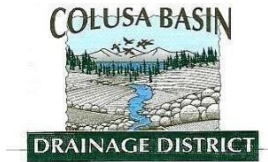
14. Adjourn

Please Note:

1. Members of the public may be allowed to address the board or presenters on agenzized items, as items are presented, should said be required by law. However, the Chair will recognize the Colusa Basin Drainage District Board Members first.
2. Any documents related to agenda items that are made available to the board before the meeting will be available for review by the public at the District's temporary Office located at 1030 W. Wood St, Ste 3, Willows, California, during normal business hours. Copies may be requested in writing at a cost of 0.25 per page, payable upon request.

MEETING NOTIFICATION REQUEST: If you would like to be notified of future Colusa Basin Drainage District meeting and events, please call the General Manager at (530) 934-7794 or email at cbdd61@yahoo.com

*Colusa Basin Drainage District Board of Directors: District 1 – Tom Arnold, Donald Perez, and Lance Boyd.
District 2 – Gary Evans, Mary Fahey, and Pete Knight. District 3 – George Tibbitts, Chairperson, Lynell Pollock,
Vice Chair, and Todd Miller*



COLUSA BASIN DRAINAGE DISTRICT

Ranch Tour Meeting

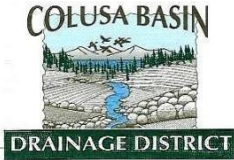
Minutes

Monday, April 24, 2023 – 10:00 am

Tour of Facilities: Tour and inspection of the District Ranch was conducted by Mike and Kathy Landini between 10:00 am to 12:30 pm and was attended by General Manager, Merrilee Vanderwaal, Directors Pollock, Tibbitts and Miller, and Ben King.

There were discussions along the tour about the deferred maintenance on the Ranch house and the mobile home; electric pole that requires repair; weed and varmint control needed around the Ranch house; and waterline damaged by a water truck needs to be repaired. The vegetation on the Ranch was much better than the past few years with the rainfall in December 2022 through April 2023.

Colusa Basin Drainage District Board of Directors: District 1 - Tom Arnold, Donald Perez, and Lance Boyd. District 2. Gary Evans, Mary Fahey, and Pete Knight. District 3- Lynnel Pollock, Chairperson, and George Tibbitts, Vice Chair, Todd Miller and vacant Secretary/Treasurer.



COLUSA BASIN DRAINAGE DISTRICT

Board of Directors' Meeting Minutes

**Monday, April 24, 2023, 1:00 pm - Special Meeting
 Glenn Colusa Irrigation District
 344 E Laurel St, Willows, CA 95988**

Board Member	Present
Arnold	x
Boyd	x
Evans	absent
Fahey	x
Knight	absent
Perez	x
Pollock	x
Tibbitts	x
Miller	x

Other Attendees	
Merrilee Vanderwaal	Mike Landini
Ben King	Yvonne Mayberry

1. Call to Order:

The meeting was called to order at 1:00 p.m. by chairperson, George Tibbitts, quorum present.

2. Public Participation – Agendized & Non-Agendized Items:

A) Ben King made comments regarding water quality in Colusa and the mercury and chromium levels at the local Refuges. Mr. King expressed concerns related to contamination coming from the mines and concerns on drains in Colusa County.

Colusa Basin Drainage District Board of Directors: District 1 - Tom Arnold, Donald Perez, and Lance Boyd. District 2. Gary Evans, Mary Fahey, and Pete Knight. District 3- George Tibbitts, Chairperson, and Lynnel Pollock, Vice Chair; Todd Miller and Donald Perez, Secretary/Treasurer.

3. **Administer Oath of Office:**
 - A) Deferred - Oath of Office (Peter Knight – 2022 & 2023) – Mr. Knight absent.
 - B) Administered Oath of Office (Mary Fahey – 2022 & 2023)

4. **Consent Items:**
 - A) Approval of Minutes of February 9, 2023 Board Meeting. Director Boyd moved to approve; Director Perez seconded.
Vote: Approved 7-0, Directors Evans and Knight absent.
 - B) Ratification of Claims – Merrilee Vanderwaal presented the claims to be ratified/paid for January, February and March 2023.
Motion to approve by Director Boyd, seconded by Director Pollock.
Vote: Approved 7-0, Director Evans and Knight absent.

5. **Election Resolution regarding Division I Landowner position:**

Director Boyd moved to approve; Director Miller seconded.
Vote: Approved 7-0, Director Evans and Knight absent.

6. **Election Resolution regarding Division II Landowner position:**

Director Perez moved to approve; Director Pollock seconded.
Vote: Approved 7-0, Director Evans and Knight absent.

7. **Business Items for Discussion & Action:**
 - A) Chair Tibbitts thanked Merrilee Vanderwaal, Yvonne Mayberry and Mike and Kathy Landini for organizing and hosting the Ranch Tour. Director Pollock shared the items discussed on tour, including conservation and restoration on the ranch land and the condition on the main house. There was a discussion on the deferred maintenance on both the house and the mobile home, water system and need for pest control for varmints, mud daubers and woodpeckers and keeping weeds down and squirrels out.
 - B) Motion to approve Colusa County Claims Approval and Signatures by General Manager without two Directors signatures with cap set at \$25,000, seconded by Director Fahey.
 - C) Vanderwaal discussed Elections Plan for Position Ending December 31, 2023.
 - D) Vanderwaal provided an update on the Earthquake Monitoring Station Project and gave a timeline from Jonah Merritt, Field Operations Manager from UC Berkeley Seismological Laboratory, as to delivery of gravel, construction and site calibration.
 - E) Sites Project discussion has been moved to June meeting.

8. **Reoccurring Calendared Items:**
 - A) Projection Committee – will be meeting in June.
 - B) South Fork Willow Creek Ranch: Mike Landini provided a report they are meeting

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the minimal of NRCS's Range matters standards; that Fall water is available; cattle will be moving out between May 10, 2023 and May 20, 2023, to leave enough foliage for next Fall; the grass year has been a little disappointing; and the AUMs has been over the base number.

Mike also discussed the public events that have occurred on the Ranch including the Snow Goose Festival, Wildflower Walkers and Hunting Guest.

C) SGMA: None

D) Sites Reservoir: JP Robinette to discuss at June meeting.

9. **Director's and/or Manager's Reports:** Vanderwaal contacted the Lindquists about paying off a portion of the Linquist note early. The Lindquists were not interested in an early payoff.

10. **Correspondence**

A) Ben King Email re: Audited Financials.

11. **Next Meeting:** June 12, 2023 @ 1:00 pm at Sites Project Authority Reservoir.

12. **Adjournment:** Meeting adjourned at 2:43 pm

George Tibbitts, Board Chairperson

Colusa Basin Drainage District Board of Directors: District 1 - Tom Arnold, Donald Perez, and Lance Boyd. District 2. Gary Evans, Mary Fahey, and Pete Knight. District 3- George Tibbitts, Chairperson, and Lynnel Pollock, Vice Chair, Todd Miller and Donald Perez, Secretary/Treasurer.

Colusa Basin Drainage District

P.O. Box 390, Willows, Ca. 95988
Phone (530) 934-7794

To: Colusa County Auditor
Attn: Pat / Alma
From: Merrilee Vanderwaal

21-Apr-23

Enclosed are requests for payment of claims for the Colusa Basin Drainage District Account 03190
The Board of Directors have approved all claims listed and directed that I forward them to you for
payment

Payables

Order	Payee	Amount	Acct. No.	Vendor No.	
	Pacific Gas & Electric	143.25	53260	761V	3-Apr
	Sac Valley CPA	4,022.10	53180	1554	3-Apr
	Total Claims	<u>4,165.35</u>			

George Tibbitts

George Tibbitts (Apr 23, 2023 14:57 PDT)

, Director

_____, Director

_____, Director

_____, Director

Lynnel Pollock

Lynnel Pollock (Apr 23, 2023 16:27 PDT)

, Director

_____, Director

_____, Director

_____, Director

Colusa Basin Drainage District

P.O. Box 390, Willows, Ca. 95988
Phone (530) 934-7794

To: Colusa County Auditor
Attn: Pat / Alma
From: Merrilee Vanderwaal

8-May-23

Enclosed are requests for payment of claims for the Colusa Basin Drainage District Account 03190
The Board of Directors have approved all claims listed and directed that I forward them to you for
payment

Payables

Order	Payee	Amount	Acct. No.	Vendor No.	
	Downey Brand Attorneys	1,540.00	53180	407	15-Mar
	Pacific Gas & Electric	186.16	53260	761	2-May
	Sac Valley CPA	3,805.08	53180	1554	30-Apr
	Total Claims	<u>5,531.24</u>			

George D. Tibbitts

George D. Tibbitts (May 10, 2023 08:50 PDT)

, Director

_____, Director

_____, Director

_____, Director

Lynnel Pollock

Lynnel Pollock (May 10, 2023 09:29 PDT)

, Director

_____, Director

_____, Director

_____, Director

Colusa Basin Drainage District
Balance Sheet
As of May 31, 2023

06/09/23

Accrual Basis

	May 31, 23
ASSETS	
Current Assets	
Checking/Savings	
10200 · Cash In Treasury - Colusa	441,785.77
10400 · Cash in Treasury - Sec Dep	525.00
Total Checking/Savings	442,310.77
Other Current Assets	
14000 · Prepaid Expenses	210.00
Total Other Current Assets	210.00
Total Current Assets	442,520.77
Fixed Assets	
15400 · Land	1,905,663.60
15450 · Land - Design & Study Costs	3,639,150.40
15500 · Building & Improvements	473,513.00
15600 · Equipment	16,945.80
17000 · Accum. Depreciation - All	-264,383.41
Total Fixed Assets	5,770,889.39
TOTAL ASSETS	6,213,410.16
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20700 · Accounts Payable	3,840.80
Total Accounts Payable	3,840.80
Other Current Liabilities	
24900 · Rental - Security Deposits	525.00
Total Other Current Liabilities	525.00
Total Current Liabilities	4,365.80
Long Term Liabilities	
27000 · N/Pay - R Lindquist	202,397.27
27100 · N/Pay - R Lindquist - Accrued I	71,901.91
Total Long Term Liabilities	274,299.18
Total Liabilities	278,664.98
Equity	
31960 · Fund Balance-Unreserved	5,830,991.97
Net Income	103,753.21
Total Equity	5,934,745.18
TOTAL LIABILITIES & EQUITY	6,213,410.16

Colusa Basin Drainage District

Profit & Loss

July 2022 through May 2023

06/09/23

Accrual Basis

	Admin	Ranch	TOTAL
Income			
40100 · Assessments - Colusa Co	76,112.00	0.00	76,112.00
40110 · Assessments - Glenn Co	40,391.52	0.00	40,391.52
40120 · Assessments - Yolo Co	11,537.18	0.00	11,537.18
40400 · Interest Income - Co of Colusa	6,636.21	0.00	6,636.21
40401 · Interest Income - Other County	209.59	0.00	209.59
42100 · SFWCR - House Rent Income	0.00	5,775.00	5,775.00
42110 · SFWCR - Grazing Rent	0.00	45,000.00	45,000.00
42130 · Hunting Lease Income	0.00	9,000.00	9,000.00
Total Income	134,886.50	59,775.00	194,661.50
Expense			
60100 · Admin / Manager Exp	7,552.50	7,375.00	14,927.50
60120 · Accounting - Monthly	8,921.31	8,863.76	17,785.07
60130 · Assessment Fee - Colusa	11,107.00	0.00	11,107.00
60132 · Assessment Fee - Glenn	1,505.40	0.00	1,505.40
60135 · Assessment Fee - Yolo	1,275.00	0.00	1,275.00
62000 · Consulting - Provost-Pritchard	2,568.00	0.00	2,568.00
68100 · Insurance Expense	818.00	1,179.00	1,997.00
68500 · Interest - Lindquist	0.00	10,663.33	10,663.33
71100 · Legal - Downey Brand	13,373.11	0.00	13,373.11
72120 · Meetings - Board of Directors	105.08	0.00	105.08
73000 · Office Expenses	1,134.00	0.00	1,134.00
75140 · Publications & Legal Notice	149.23	0.00	149.23
77100 · Rent - Office/Utilities	660.00	0.00	660.00
79100 · Telephone / Internet Exp	337.75	228.51	566.26
79500 · Taxes - Property Glenn Co	0.00	11,534.34	11,534.34
80500 · Utilities - PG&E - Ranch	0.00	1,557.97	1,557.97
Total Expense	49,506.38	41,401.91	90,908.29
Net Income	85,380.12	18,373.09	103,753.21

6:56 PM

06/09/23

Accrual Basis

Colusa Basin Drainage District Transactions by Account As of May 31, 2023

Type	Date	Name	Memo	Debit	Credit	Balance
10200 - Cash In Treasury - Colusa						
Deposit	01/01/2023	COUNTY OF COLUSA	Deposit	1,709.46		395,135.89
Deposit	01/30/2023	COUNTY OF YOLO	Deposit	0.62		396,845.35
Deposit	01/30/2023	COUNTY OF YOLO	Deposit	6,072.20		402,918.17
Deposit	02/06/2023		Deposit	1,050.00		403,968.17
Bill Pmt -Check	02/07/2023	BOND TAX & FINANCIAL SERVICES			1,438.77	402,529.40
Bill Pmt -Check	02/07/2023	DOWNEY/BRAND ATTORNEYS LLP	ATTORNEY FEES- GENERAL- NOV 2022		207.50	402,321.90
Bill Pmt -Check	02/07/2023	PG&E	PG&E 950-1 \$238.28 11/29-12/27		238.28	402,083.62
Deposit	02/10/2023	COUNTY OF GLENN	Deposit	28,726.76		430,810.38
Check	02/10/2023	COUNTY OF GLENN			1,505.40	429,304.98
Deposit	02/10/2023	COUNTY OF GLENN	Deposit	117.43		429,422.41
Bill Pmt -Check	02/22/2023	BOND TAX & FINANCIAL SERVICES			1,801.10	427,621.31
Bill Pmt -Check	02/22/2023	PG&E			117.48	427,503.83
Bill Pmt -Check	03/22/2023	GLENN CNTY TAX COLLECTOR			5,767.17	421,736.66
Bill Pmt -Check	03/22/2023	RANDOLPH S & BARBARA LINQUIST	LINQUIST PROPERTY INSTALL PYMT 4/10/23		18,500.00	403,236.66
Bill Pmt -Check	03/22/2023	WILLOWS MINI STORAGE LLC	APRIL 1ST TO JUNE 30TH QTR2 STORAGE #127		180.00	403,056.66
Bill Pmt -Check	03/29/2023	BOND TAX & FINANCIAL SERVICES			1,771.89	401,284.77
Bill Pmt -Check	03/29/2023	DOWNEY/BRAND ATTORNEYS LLP			2,691.61	398,593.16
Bill Pmt -Check	03/29/2023	PG&E	ELECTRIC 1/27-2/27		78.44	398,514.72
Bill Pmt -Check	03/29/2023	SAC VALLEY CPA			7,133.51	391,381.21
Deposit	04/01/2023	COUNTY OF COLUSA	Deposit	4,016.87		395,398.08
Deposit	04/06/2023		Deposit	1,050.00		396,448.08
Deposit	04/15/2023	COUNTY OF COLUSA	Deposit	38,038.00		434,486.08
Deposit	04/25/2023		Deposit	1,050.00		435,536.08
Bill Pmt -Check	05/09/2023	SAC VALLEY CPA			4,022.10	431,513.98
Deposit	05/22/2023		Deposit	11,746.97		443,260.95
Bill Pmt -Check	05/22/2023	PG&E			99.41	443,161.54
Bill Pmt -Check	05/24/2023	PG&E			43.84	443,117.70
Bill Pmt -Check	05/30/2023	DOWNEY/BRAND ATTORNEYS LLP			1,540.00	441,577.70
Bill Pmt -Check	05/30/2023	SAC VALLEY CPA			3,805.08	437,772.62
Bill Pmt -Check	05/30/2023	PG&E			186.16	437,586.46
Deposit	05/31/2023		Deposit	4,199.31		441,785.77
Total 10200 - Cash In Treasury - Colusa				97,777.62	51,127.74	441,785.77
TOTAL				97,777.62	51,127.74	441,785.77

**Colusa Basin Drainage District
A/P Aging Detail
As of May 31, 2023**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Due Date</u>	<u>Aging</u>	<u>Open Balance</u>
Current						
Bill	05/30/2023	2023-0...	PIONEER REVIEW	06/09/2023		84.00
Bill	05/31/2023		PG&E	06/10/2023		54.32
Bill	05/31/2023		PG&E	06/10/2023		60.34
Bill	05/31/2023		PG&E	06/10/2023		24.53
Bill	05/31/2023	2297	SAC VALLEY CPA	06/10/2023		3,700.00
Total Current						3,923.19
1 - 30						
Bill	04/30/2023		PG&E	05/10/2023	21	22.02
Total 1 - 30						22.02
31 - 60						
Bill	03/31/2023		PG&E	04/10/2023	51	21.99
Total 31 - 60						21.99
61 - 90						
Credit	03/02/2023		PG&E			-54.55
Total 61 - 90						-54.55
> 90						
Credit	02/02/2023		PG&E			-71.85
Total > 90						-71.85
TOTAL						3,840.80

COLUSA BASIN DRAINAGE DISTRICT

RESOLUTION 2023-04

LEVY OF AN ANNUAL BENEFIT ASSESSMENT FOR DISTRICT EXPENSES ON LAND WITHIN THE COLUSA BASIN DRAINAGE DISTRICT.

WHEREAS, the COLUSA BASIN DRAINAGE DISTRICT is a special district created by California Stats. 1987, Chapter 1399 as amended; and

WHEREAS, the COLUSA BASIN DRAINAGE DISTRICT has been empowered by Sections 700 et seq. of California Statutes 1987, Chapter 1399, as amended, to levy a benefit assessment for district expenses; and

WHEREAS, the District's Initial Plan, which was approved by the voters of the District on November 17, 1995, limits the amount of any assessment to ten cents (\$0.10) per acre as shown in the assessment roll with a minimum not to exceed five dollars (\$5.00) per parcel for each separately assessed parcel; and

WHEREAS, Glenn, Colusa, and Yolo Counties have been authorized by the State Board of Equalization to collect any assessments levied by the COLUSA BASIN DRAINAGE DISTRICT and are authorized by Government Code Section 29304 to impose a charge for such collection.

NOW, THEREFORE, BE IT RESOLVED that the COLUSA BASIN DRAINAGE DISTRICT (hereinafter, "District") hereby adopts the following order:

1. District hereby levies a per acre benefit assessment of ten cents (\$0.10) per acre as shown on the assessment roll, with a minimum assessment of five dollars (\$5.00) per parcel, for each separately assessed parcel on all land within the District for the purpose of paying district expenses during fiscal year 2023-2024. District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by County comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).

2. Glenn, Colusa and Yolo Counties have been authorized by the State Board of Equalization to collect any assessment levied by the District, utilizing the tax bills of the respective counties and a charge may be added to each assessment pursuant to agreement between such county and District as prescribed by Government Code 29304, or any other pertinent Code. The Auditor and/or Controller of each County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto, or forth coming.

3. The agrees to and shall defend, indemnify and hold harmless the County, its offices, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District, including property taxes.

4.The District agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code Sections 29304 and 51800.

PASSED AND ADOPTED by the following vote of the Board of Directors present on this 12th day of June, 2023.

Yes _____
No _____
Abstain _____
Absent _____

George Tibbitts, Chairperson

Donald Perez, Secretary

BOARD REPORT

DATE: June 2023

Topic/Agenda Item: Mini Storage

Issues involved/fiscal implications:

The District has been renting a mini storage unit at the Willows Mini Storage facility. It costs \$60 per month for the unit. Merrilee and Yvonne went to the unit on May 17th to have the lock removed and to complete a high-level assessment of items in storage.

The best estimate is that the unit has not been accessed for over ten (10) years. Some items have a thick layer of debris and dust on them. The contents looked to contain boxes of files, office furniture and possibly plans or District mapping.

We developed the following options for addressing the storage unit. These are best estimates of the amount of time it would take based on our visual assessment of the contents. This is based on our experience scanning last summer. We have used lower hourly rates for more manual tasks.

1. Leave the storage unit alone and continue to pay rent for storage.
*Estimated Cost: Annual rent \$720.00; 15 yrs x \$720 = **\$10,800***
2. Clean out the storage unit and donate all the furniture and throw away all the documents without looking through the boxes (rent dumpster and deliver furniture to Goodwill).
*Estimated time remove items 10 – 14 hrs @\$50/hr = **\$500 - \$700***
*Cost to rent dumpster (WM): **\$300 - \$500***
*Total estimated cost = **\$800 - \$1,200***
3. Clean out the storage unit, go through the boxes of documents, scan **ALL** documents and keep or shred original documents according to CBDD Record Retention Policy.
*Estimated time remove items 10 – 14 hrs @\$50/hr = **\$500 - \$700***
*Estimated time review documents 120 hrs @\$100/hr = **\$12,000***
*Estimated time scan documents 240 hrs (30 boxes x 8 hrs per box) @\$50/hr = **\$12,000***
*Cost to shred documents (Viking Shred): **\$200 - \$300***
*Total estimated cost = **\$24,700 - \$25,000***
4. Identify specific items/documents to search for and scan. Keep or shred according to CBDD Record Retention Policy.
*Estimated time remove items 10 – 14 hrs @\$50/hr = **\$500 - \$700***
*Estimated time review documents 60 hrs @\$100/hr = **\$6,000***
*Estimated time scan documents 64 hrs (8 boxes x 8 hrs per box) @\$50/hr = **\$3,200***
*Cost to shred documents (Viking Shred): **\$200 - \$300***
*Total estimated cost = **\$9,900 - \$10,200***











BOARD REPORT

DATE: June 2023

Topic/Agenda Item: Rent Increase on Mobile Home

(Rebecca is still reviewing.)

Issues involved/fiscal implications:

The lease was signed with Andrea Feeney in July 2012 as a month-to-month lease with a monthly rent of \$525. This amount has not changed since that time.

California landlords can raise rent by 5% to 10% depending on several factors as stated in the California Rent Increase Laws (AB-1482). The increase is limited to the lower of 10% or 5% plus the percentage change in the cost of living, as measured by CPI. For 2023, the maximum increase is 10%.

Because the rental is for a mobile home, it is exempt from the California Rent Control laws. Landlords can raise the rent as much as they like, but must provide notice of exemption to their tenants.

Landlords must give tenants 60 days' notice of the increase in rent.

Recommendation:

Even though the District is exempt, using the guidelines of a 10% increase per year would be a practical approach to calculate an increase in rent.

- Increase rent effective September 1, 2023 to \$575.

COLUSA BASIN DRAINAGE DISTRICT

SOUTH FORK WILLOW CREEK RANCH, MODULAR HOME LEASE AGREEMENT

THIS AGREEMENT is made and entered into between COLUSA BASIN DRAINAGE DISTRICT, "Owner" and ANDREA FEENEY, "Resident".

THE PARTIES AGREE AS FOLLOWS:

- 1. Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at: 4484 County Road 302 Willows, California 95988 Including home, yard and driveway, and such of the premises surrounding as contained within the immediate fence.
2. Rent is due in advance on the 25th day of each and every month, at \$ 525.00 per month, beginning on the first day of June, 2012, payable at P.O. Box 390, Willows, CA. 95988, or 241 West Sycamore Street, Willows, Ca. 95988, If rent is paid after the 1st day of the month, there will be a late charge of \$15.00 per week assessed. Landlord's acceptance of rent after a default shall not be considered or construed to waive any right of Landlord or to affect any notice or legal proceedings therefore given or commenced. Resident is hereby advised that, pursuant to Civil Code Section 1719, if any check is returned by Resident's bank, Resident may be liable to the payee for the amount of the check plus damages equal to three times that amount. Tenant further agrees to pay \$25.00 per each dishonored check.
3. Resident shall deposit with Owner, as a security deposit, the sum of \$ 525.00. Resident shall not use the security deposit to pay any month's rent. Owner may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:
a. in the payment of rent, or
b. to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, or
c. to clean such premises, if necessary, upon termination of the tenancy.
No later than three weeks (21 days) after Owner has legal possession of the premises, Owner shall furnish Resident with an itemized written statement of the basis for, and the amount of, any security deposit received and the disposition of such security deposit and shall return any remaining portion of such security deposit to Resident.
4. The term of this Agreement is month-to-month, beginning on the first day of June, 2012, at which time this Agreement can be terminated by either party upon 30 days written notice. A "month-to-month" tenancy shall be created only if Owner accepts rent from Resident thereafter. Any holding over thereafter shall result in Resident being liable to Owner for "rental damages" at the current fair rental value last paid by tenant.
5. Occupancy and Use of Premises. The Premises shall be used only for residential purposes and shall be occupied only by the persons named in the Lease Agreement. Resident shall not permit said Premises to be used for any purpose that will injure or damage the reputation of the building or the apartment property of which they are a part. Resident will not use or keep in said Premises anything which would in any way adversely affect the terms and condition of the owner's fire insurance coverage. Resident shall not at any time whatsoever do any act or thing to cause a disturbance or interfere with the rights or the quiet and peaceful enjoyment of the other residents. Resident shall abide by and strictly conform to all rules issued and posted by Management from time to time.
6. Premises shall be occupied only by the following named person(s).

ANDREA FEENEY Y/N Name Person is above legal age of majority. Terry Brown Y/N Name Person is above legal age of majority. Y/N Name Person is above legal age of majority. Y/N Name Person is above legal age of majority.

- 8. Without Owner's prior written permission, as an addendum to this Agreement, no pets, no water beds or liquid-filled furniture or Rabbits, Rodents, Reptiles, Birds, Fish shall be kept or allowed in or about said premises, excepting Resident's dog(s).
9. Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of premises, commit waste or nuisance, annoy, molest or interfere with any other resident or neighbor. Any such action may result in the immediate termination of this agreement as provided herein by law. Resident shall not discharge firearms, or any other weapon in, or about the residence, unless in case(s) of extreme emergency.
10. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner's prior written consent. Resident shall notify Owner in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Resident shall hold Owner harmless and indemnify Owner as to any mechanics lien recordation or proceeding caused by Resident.
11. Repairs. Management shall make necessary repairs to the roof, ceiling, walls, floors, exterior windows and exterior doors of the building containing the Premises. Tenant shall be responsible for the maintenance of and the non-major repair of building equipment, such as plumbing, heating, air conditioning and similar equipment, so as to insure their proper operation during the term of the Lease. Subject to delays beyond Management's control, Management will make necessary repairs to Premises with reasonable promptness after receipt of written notice from Resident. Otherwise, Resident shall be responsible for keeping and maintaining said Premises in as good, or better repair as the same are in the commencement of this Lease, ordinary wear resulting from careful usage excepted. The cost of service to any fixture or of repairing any damage resulting from Resident misuse or abuse of any fixture or portion of the Premises shall be paid by Resident upon demand by Management and shall be payable within 48 hours of notification of monies due. Resident, at their own cost shall maintain the pool, including, but not limited to water, and chemicals required for water stabilization.
12. Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. Resident understands that lease on said home was on the basis that Resident would repair and maintain residence at their own time and costs, excepting major repairs, including, but not limited to replacements. Owner and Resident agree that when Resident entered upon this lease the pool required cleaning and the filter system need repairing. Resident agrees to repair said pool filter and to clean pool at their own expense.
13. Resident shall keep the premises and furniture, furnishings and appliances, and fixtures which are rented for Resident's exclusive use in good order and condition. Resident shall pay Owner for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner which is now in effect or becomes effective during the term of this Agreement.
14. Liability Disclaimed.
a. Management and the owner of the property shall not be liable or responsible for any damage done or occasioned by or from the bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon, or about said Premises, nor for any damage caused by fire not caused by the negligence of Management, nor for any damage arising from acts or neglect of Resident, other occupants of the Property or their guests, or any other parties. All personal property of Resident kept on or within the Premises shall be kept there at the risk of Resident only, and Management shall not be liable for any damage caused thereto or for the theft or other loss thereof. Resident shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the Premises and all contents therein.
b. Notwithstanding anything to the contrary contained in this Lease Agreement, Resident and Management agree that Management shall not be personally liable under this Lease and has executed this Lease solely in its capacity as managing agent for the owner of the Property.

- c. Resident understands that property contains a swimming pool. Management and the owner of the property shall not be liable or responsible for any damage done or occasioned by or from the use, maintenance, or non-use of the pool. Resident agrees to keep pool in good condition at all times and shall immediately report to Owner if such good condition does not exist.
15. Liability of Resident for Casualty Damage to Premises. Resident shall be responsible for and liable for any damages incurred to the Property or any part thereof, as a result of negligence and willful acts of Resident and Resident's invitees, licensees and guests. If damages or injury to Owner's property is caused by Resident, Resident's guest(s) or child (children), Owner's insurance company may have the right to attempt (under the "subrogation clause") to recover from the Resident(s) payments made under Owner's policy. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
- Your babysitter injures herself in or about this residence.
 - Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
 - A friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean behind it.
 - While fixing your television set, your handyman hired by you is injured when he slips on the floor you have just waxed.
 - Your locked car is broken into and your personal property, and that of a friend, is stolen.
 - A burglar breaks your front door lock and steals your valuables or personal property.
16. Destruction of Premises by Casualty. In the event the Premises are rendered uninhabitable by reason of fire, explosion, hurricane or other casualty, Management, at its option may either repair the Premises to make the same habitable within ninety (90) days thereafter, or may, at its option, terminate this Lease. In the event of such termination, Management shall give Resident thirty (30) days notice in writing, whereupon this Lease shall be terminated in accordance with such notice. Management shall not be liable for any injury or damage to persons or property caused by such casualty.
17. Acknowledgement and Release. Resident acknowledges that Management, and the Owner of the Property, are not insurers. Resident further acknowledges that neither Management nor the Owner of the Property, nor their agents or representatives, guarantee, warrant or assure personal security of Resident. Resident further acknowledges and understands that Resident's personal safety and security is primarily his/her responsibility. In particular, Resident recognizes that Resident is in the best position to determine and foresee risks of loss and to protect himself/herself and his/her property against such losses. Resident further acknowledges that it shall be his/her responsibility to obtain any insurance coverage deemed necessary to protect against losses and to take any other reasonable steps to protect his/her personal property and insure his/her personal safety. Resident recognizes that Management's efforts are voluntary and obligatory and done in an effort to reduce the occurrence of crime to all residents. RESIDENT AGREES THAT THE FURNISHING OF SAFETY DEVICES AND PATROL SERVICE (IF APPLICABLE) SHOULD NOT CONSTITUTE A GUARANTEE OR WARRANTY OF THEIR EFFECTIVENESS OR IMPOSE ANY OBLIGATION TO CONTINUE THEM, EXCEPT AS MAY BE REQUIRED BY APPLICABLE STATE LAWS. RESIDENT FURTHER RELEASES AND HOLDS HARMLESS MANAGEMENT, OWNER AND THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, OWNERS, PARTNERS, EMPLOYERS, AND REPRESENTATIVES FROM ANY CLAIM WHATSOEVER WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE WHICH IN ANY WAY RELATED EITHER TO RESIDENT'S INADEQUACY THEREOF.
18. Resident shall pay for all utilities, services and charges, if any, made payable by or predicted upon occupancy of Resident. Resident further understands and agrees that water is supplied from a well used jointly by Owner and Resident, and as such said costs for water will be prorated on a monthly basis and billed to Resident. Failure to pay said prorated water bill within thirty (30) days constitutes a breach of this agreement, unless a written protest is filed against Owner for inaccuracies in the prorated costs. Resident shall not waste utilities furnished by Owner nor use utilities or fixtures for any improper or unauthorized purpose.
19. The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Lease Agreement.
20. The undersigned Resident(s), whether or not in actual possession of the Premises, are jointly and severally liable for all obligations under this Lease Agreement and shall indemnify Owner for liability arising prior to the termination of the Lease Agreement for personal injuries or property damage caused or permitted by Resident(s), their invited guests and invitees.
21. Owner or his/her agents or employees may enter the premises: a) In case of emergency, or b) When Resident has abandoned or surrendered the premises, or to make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services, or to exhibit the dwelling unit to prospective or actual purchasers, lenders, residents, workmen or contractors, provided Resident is given reasonable notice of Owner's intent to enter, with entrance during normal business hours (8:00 am to 6:00 pm, Monday through Saturday, except holidays). Twenty-four hours shall be presumed to be reasonable notice, in absence of evidence to the contrary. Resident may be present, however, entry is not conditioned upon such presence and Resident agrees to hold Owner harmless for such entry.
22. No portion of the premises shall be sublet and this Agreement cannot be assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner, be a breach of the Agreement and cause for immediate termination as provided herein and by law.
23. In the event that Resident breaches this Lease Agreement, Owner shall be allowed at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided Owner by California Civil Code Section 1951.2 and 1951.4. Damages Owner "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
24. In the event of the sale or refinance of the property: If Owner presents to Resident a "Resident's Certification of Terms – Estoppel Certification, or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificated as submitted by Owner is true and correct and may be relied upon by any lender or purchaser.
25. The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Owner shall have a right to enter the premises to check and maintain the smoke detection devices as provided by law. Resident acknowledges the smoke detection device(s) was (were) tested and its operation explained by Owner or Agent in the presence of the Resident at time of initial occupancy and the detector(s) was (were) operating properly at that time.
- Initial ONLY IF BATTERY OPERATED: _____
- By initialing as provided, each Resident understands that said smoke detector(s) and alarm is a battery operated unit and it shall be each Resident's responsibility to:
- ensure that the battery is in operating condition at all times;
 - replace the battery as needed (unless otherwise provided by law); and
 - if, after replacing the battery, the smoke detector(s) do not work, inform Owner or Agent immediately.
- Resident must inform Owner or Agent immediately in writing of any defect, malfunction or failure of any detector(s).
26. General Covenants. All promises, covenants and agreements set forth in this Lease shall bind, apply and inure to the benefit of Management and Resident and each of their respective heirs, successors, assigns and administrators. In the event of the sale or transfer of the Property, the current Owner shall be released from the obligations of this Lease and the remedies of Resident shall be solely against the person, or entity succeeding to the rights of the current Owner of the Property.
- The sidewalks, entryways, passages, hallways, doors and stairways shall not be obstructed by Resident, nor used by him/her for any other purpose than ingress and egress to and from his/her Premises.
 - Resident shall not, without the written consent of Management, in any way change or add any additional lock(s) to the locks existing when Resident takes possession of the Premises.
27. ADDENDA: By initialing as provided, Resident acknowledges receipt of the following optional addenda as indicated, copy(ies) of which is (are) attached hereto, marked by indicated page number(s) and is (are) incorporated as part of the Agreement.

A. Community Policies (marked page(s) _____) Initial _____

B. Move In/Move Out List (marked pages(s) _____) Initial _____

- C. Other Addendum Smokers Agreement (marked page(s) _____) Initial _____
- D. Other Addendum Crime-free lease addendum (marked page(s) _____) Initial _____
- E. Other Addendum (marked page(s) _____) Initial _____

- 28. This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. Owner nor and agent or employee of Owner has made any representations or promises other than those set forth herein.
- 29. As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
- 30. DRUG FREE HOUSING:
 - a. The Resident, any member of the Resident's household, or guest or other person under the Resident's control shall not engage in or facilitate criminal activity on or near the residence, including but not limited to violent criminal activity or drug-related criminal activity.
 - b. The Resident or any member of the Resident's household shall not permit the dwelling unit to be used for, or to facilitate, criminal activity, including but not limited to, violent criminal activity or drug-related criminal activity.
 - c. "Violent criminal activity" means any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.
 - d. "Drug-related criminal activity" means the illegal manufacture, sale, distribution or use or possession with intent to manufacture, sell, distribute or use, of controlled substances Act (21 U.S.C. 302).
 - e. One or more violations of section 29a or section 29b of this Lease constitutes a substantial violation of the Lease and a material noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the unit.

Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.

- 31. California law requires an Owner/Agent of a residential dwelling unit to provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed. None has been executed.
- 32. **MOLD NOTIFICATION:** It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner/Agent and the Resident have inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that the Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities.

- a. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
 - b. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
 - c. Resident agrees to notify Owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
 - d. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
 - e. Resident agrees to either vacate the unit or to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
 - f. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
 - g. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
 - h. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
 - i. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
 - j. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the resident.
 - k. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.
- 33. **Other Tenant Charges and Rent.** Pursuant to the regulations of the Los Angeles Rent Control Stabilization Board, additional charges may be passed through by the Owner to Tenant. Such charges may include, but are not limited to, annual inspection fees, annual registration fees, **annual rent increases** and recovery costs for capital improvements. Failure to pay these charges when due, will be treated as the non-payment of rent.
 - 34. If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs. Written notice upon Owner may be served upon: Eugene Massa Jr. at 333 North Plumas Street, Suite B, Willows, California, or upon the current President of the Board of Directors of the Colusa Basin Drainage District.
 - 35. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

EUGENE MASSA JR. for Colusa Basin Drainage District at **241 WEST SYCAMORE STREET, WILLOWS, CALIFORNIA 95988** (530) 517-0260
 (Name) (Street Address, City) (Zip)

This person is authorized to accept legal service on behalf of Owner.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

<u>7-31-2012</u>	<u>Andrew Feeney</u>
Date	Resident
_____	_____
Date	Resident
_____	_____
Date	Resident
_____	_____
Date	Resident
_____	_____
Date	Owner/Agent

Colusa Basin Drainage 23-24		DRAFT								
Budget										
Admin Operation										
		July - May	June	July - June				Adj's	Final Adj	Proposed
	Account	2022-2023	2023	2022-2023	2022/2023			2022/2023	2022/2023	2023/2024
Administration Expenses	Number	Actual	Est	Projected	Budget	Variance		Budget	Budget	Budget
Revenues - Assessments										
Assessments - Colusa Co	410510	76,112.00	8,038.00	84,150.00	84,150.00	0.00	u		84,150.00	84,150.00
Assessments - Glenn Co	410511	28,726.76	12,998.24	41,725.00	41,725.00	0.00	u		41,725.00	41,725.00
Assessments - Yolo Co	410511	6,072.20	5,952.80	12,025.00	12,025.00	0.00	o		12,025.00	12,025.00
Other Income - Refunds		0.00	0.00	0.00		0.00	o		0.00	
Interest Income - Co of Colusa	40400A	6,754.26	3,000.00	9,754.26	3,500.00	6,254.26	o		3,500.00	10,000.00
				0.00						
Total Revenues - Assessments		117,665.22		147,654.26	141,400.00				141,400.00	147,900.00
Administrative Expenses										
Administration / Manager Exp	53180	5,572.50	1,320.00	6,892.50	7,920.00	(1,027.50)	u		7,920.00	7,920.00
Accounting - Auditors	53180	0.00	0.00	0.00	4,600.00	(4,600.00)	u		4,400.00	4,600.00
Accounting - Monthly - Admin	53180	5,906.31	2,010.00	7,916.31	13,650.00	(5,733.69)	u		13,650.00	12,060.00
Assessment Fee - Colusa Co	410510	11,107.00	0.00	11,107.00	11,200.00	(93.00)	u		11,200.00	11,200.00
Assessment Fee - Glenn Co	410510	1,505.40	0.00	1,505.40	1,550.00	(44.60)	u		1,550.00	1,550.00
Assessment Fee - Yolo Co	60135	0.00	1,279.00	1,279.00	1,300.00	(21.00)	u		1,300.00	1,300.00
Consulting Exp - Provost & Pritchard		2,568.00	0.00	2,568.00	3,500.00	(932.00)	u		3,500.00	3,500.00
Consulting Exp - Election		0.00	0.00	0.00		0.00			0.00	0.00
Insurance Expense	53100	818.00	0.00	818.00	1,189.00	(371.00)	u		1,189.00	1,201.20
Legal - Downey Brand - Admin	53180	11,833.11	3,000.00	14,833.11	4,000.00	10,833.11	o	10,833.11	14,833.11	7,500.00
Legal - Downey Brand - Election of BD	53180	0.00	0.00	0.00	2,500.00	(2,500.00)	u		2,500.00	2,500.00
Meetings - Board of Directors	5325101	0.00	0.00	0.00	350.00	(350.00)	u		350.00	350.00
Mileage - Reimbursement	53250	0.00	0.00	0.00	250.00	(250.00)	u		250.00	250.00
Office Expense	53170	0.00	0.00	0.00	175.00	(175.00)	u		175.00	175.00
Office Expense - Web Service		900.00	0.00	900.00	900.00	0.00			900.00	1,080.00
Postage Expense	53171	0.00	0.00	0.00	200.00	(200.00)	u		200.00	200.00
Publications & Legal Notices	53190	65.23	0.00	65.23	250.00	(184.77)	u		250.00	1,500.00
Rent - Office/Utilities	53210	504.00	42.00	546.00	575.00	(29.00)	u		575.00	575.00
Contingency Expense Acct - Admin	59400	0.00		0.00	36,591.00			(10,913.27)	25,677.73	40,188.80
Project Development					50,000.00				50,000.00	50,000.00
Telephone / Internet Expense	53060	311.32	58.52	369.84	450.00	(80.16)	o	80.16	530.16	0.00
Travel Expenses	53250	0.00	0.00	0.00	250.00	(250.00)	u		250.00	250.00
								0.00		
Total Administrative Expenses		41,090.87		48,800.39	141,400.00				141,200.00	147,900.00
Net Admin Assessments less Admin Exp.		76,574.35		98,853.87	0.00				200.00	0.00

Resolution No: 2006-02

COLUSA BASIN DRAINAGE DISTRICT

RESOLUTION APPROVING PAYMENT OF CLAIMS/WARRANTS IN LIEU OF QUORUM

WHEREAS, The Colusa Basin Drainage District (District) an existing policy allowing the District Manager to approve claims in absence of quorum at its regular meetings up to \$25,000 per contractor or payee,

WHEREAS, The District hereby transfers this authority to the District's Directors by obtaining at least two District Director signatures on claims in absence of a quorum in any one month of a calendar year, and

WHEREAS, The County of Colusa is the financial agent of the District,

NOW, THEREFORE, BE IT RESOLVED that the **COLUSA BASIN DRAINAGE DISTRICT**:

1. Approves the procedure to obtain two Director signatures to submit claims/warrants to the County of Colusa in the absence of a quorum in any one month of a calendar year; and

~~5.~~ Submitted claims/warrants shall not exceed \$25,000 per contractor or payee.

~~6.~~

John Garner, Secretary

April 13, 2006

BOARD REPORT

DATE: June 2023

Topic/Agenda Item: Projects

Issues involved/fiscal implications:

The Project Committee was unable to meet as scheduled.

Instead, Merrilee Vanderwaal and Mary Fahey met with Bill Vanderwaal to review the project list discussed in August and September 2022. Five projects had been identified and recommended to the Board in September 2022.

- Orland Artois Recharge Basin
- Colusa Ephemeral Streams
- Buckeye Creek Recharge
- Landowner Initiatives
- South Fork Willow Creek Detention Dam

Upon review, the Buckeye Creek project was removed from the list. It is an on-going project with a funding plan in place. Instead, Bill recommended participating in a **Dunnigan Area Recharge** Program (formerly known as Buckeye Creek Recharge), starting this summer for 30-days for a ~45-acre field located north of the Dunnigan rest stop between I-5 and Highway 99. Dunnigan Water District, with a grant from DWR, will be partnering with The Nature Conservancy to pay the landowner costs to prepare the ground and the purchase of water for recharge. This field was used for the material to build up the County Road 2 overpass and resulted in the top layer of the topsoil being removed, leaving a gravelly base. CBDD could participate in this project by helping to cover approximately 50% of the water costs. Due to the high visibility of the location, it would be an opportunity to put up signage to bring visibility to the recharge activities and partners.

Merrilee is to follow up with **Orland Artois Water District (OAWD)** and **Colusa County Water District** to determine opportunities to partner on recharge projects. OAWD has been working with the Glenn GSA to execute projects and has additional ones lined up as well. CCWD may have also started executing projects and be open to a partner to continue.

For **landowner initiatives**, an announcement will be drafted to be published in the local newspaper, via the District website, through the GSAs and local water and irrigation districts. The goal is to provide small grants to help landowners get started with recharge projects in the District. The application and approval process will be developed.

For the **South Fork Willow Creek Detention Dam**, the project had reached the stage where the design and permits were fully advanced to the point of being ready to go to bid for construction. The project is not at that status now because additional review and updating of the permits would be required, but is still very advanced. At the time, it was not politically feasible to proceed with the project. The conversation for the Board now is if it is something to reconsider now and what level of effort to expend.

Recommendation:

Approve authorization to enter discussions to draft agreements with Dunnigan Water District, Orland Artois Water District and Colusa County Water District for up to \$20,000 per project.

Designate a budget for how much to contribute to landowner initiatives.

Determine if the Board wants to approve the agreements or assign signing the agreements to the Board Chair.

June 1 2023

2022 Public access

Our goal for the public access days (in addition to meeting the requirements) are to have people come to the ranch and experience its beauty, the livestock and ranching lifestyle, learn where their food comes from and the opportunity for hunting. We especially like to have the chances to introduce all of these experiences to youth.

We also have had long relationships with Point Blue Conservation Science and Occidental Arts and Ecology Center (beaver focused) . Many of these organizations have a hard time convincing private landowners to let them conduct studies or observe wildlife habitats on their land so this ranch is the perfect opportunity for that. We also have them come to our own ranch.

With the recreation lease that we hold on the property we also have numerous hunt days. These days meet not just the goal to have people to the ranch but also help to take care of the invasive pig and ground squirrel problems. We are very careful about who we have hunting on the property and have some regulars (friends) from the Bay Area. We encourage them to bring friends to introduce more people to the ranch, it's history and conservation goals and Western Glenn County as a whole.

Listed below are 2022 dates for visitors and hunters with some notes and highlights.

1/16/22 Ken and Tracy Ruppel – Relatives from the Bay Area that had never been to a branding nor had they ever seen the ranch. We also took them to visit a friend in Elk Creek and see her meat goat operation, and play with the “kids”. A very educational weekend for them to go home and share with others.

Brandings are always heavy with guests but most are from the ranching community and not included in this report.

Point Blue Conservation Science – Soil monitoring 3/19/22

Plant surveys – 4/12/22 and 4/13/22

Bird surveys 5/12/22

We recently were emailed the full report on their findings from this survey, we will forward that to you.

2022 Hunt related visitors:

3/26/22 -3/27/22 Tommy McDermott and guest Fred Johnson from Pacifica – Tour and pig hunt

4/9,4/10,7/24,9/17,9/18,9/29 Bob Reid and his daughter Ryland. These are visits worth highlighting. Bob has become a friend thru a friend over the last couple of years. He is a single father and is raising his daughter Ryland (13) in Sacramento. He is a hunter and last year he was very concerned about getting his daughter out of the “city “ more so he brought her here. She is very quiet and reserved and at first we could barely get a word out of her. Her first trip here she stood in our corrals with 3 horses for over an hour just looking at them and petting them. We also had a bottle calf in the barn that she got to feed and hang out with. She went pig hunting at SFWCR on all of these dates listed above, at first just riding along seemingly quite bored. Long story short she now is on the road to getting her hunting license after lots of guidance and practice shooting. Although still quite reserved and shy, she has been learning about the wildlife, the livestock world and most importantly spending quality time with her dad. This is why we do what we do.

4/23/22 Pat Grady with guest Mark Baeta (Bay Area)

4/30 and 5/4 – Tris Reiuand (Bay Area) tour and hunting, came with Bob Reid and Tom McDermott

Dove season, opening day 9/1/22 for 3 days – 7 guests - regulars: Pat Grady, Tommy McDermott, Bob Reid and Ryland, Pete Landini, Kevin Kavanagh, Adam Andreini and Joey (grandson 😊)

12/17/22 Pat Grady with guest Lee Nerlie (Bay Area)

Total hunt days in 2022 – Approximately 45 (we have 5 friends that regularly visit and hunt)

Harvest: 15 pigs, lots of squirrels, a few coyotes, limits of dove and no deer.

We will report all of 2023 in our 2024 report but we have had the following to date:

2/8,3/19 and 3/9/2023 Bob Reid and daughter Ryland

4/15/23 Andrea and Lexi (10) Jobs – Branding. Andrea is a regular customer at the Farmers Market in Chico and wanted to experience the branding for herself and her daughter. She feels it is important that her daughter knows where her food comes from. We were not sure how Lexi would react but she did great, very involved and loved it all.

4/24/23 Directors tour including Bill King

4/29/23 Doug Bell squirrel hunt

5/7/23 Nicole Andreini (our daughter) and Erika Howell. Erika is a business partner of Nicoles and lives in Southern CA., Temecula to be exact. Although they are business partners, they had never been to where each other lives. Erika and Nicole spent the day exploring not only here at home, but also at SFWCR and the town of Elk Creek. It was so heartwarming to watch and listen to Nicole explain about life here. SFWCR has been a part of her life for almost 20 years. Erika was a lovely young woman and so excited and receptive to hear and learn about what we do.

2022/2023 Grazing summary

Yay! Rain! We measured 30+ inches of rain from Sept – May of 2023.

Every pond was full and most of the creeks still have water. The low lying areas still have some green growth as of today ...but the foxtails are emerging big time. We are very excited that we will have residual feed to come back to in the Fall.

Compared to the last few years we were able to manage the grazing instead of having an “open gate” policy due to water concerns.

We started receiving cattle on October 7th (14 pair and 12 yearlings) putting them in the flats, fields 1W and 1E. We received the bulk of the cattle in November (see AUM summary) and by November 28th we had the majority moved to the south side of the ranch, fields 7E (house field) 9N, 9S and 8S.

After assessing the feed and water in December we brought in more cattle and added to the numbers in 9N and 9S.

In January we moved everything from 9N and 9S to field 10. The feed and water were plentiful enough to hold them until the end of March. On January 30th we moved 98 cattle to our home ranch because we now had drinking water.

During this time we also had a group of cattle (those that would not stay where they belonged) into the flats, fields 4 and 5.

Starting April 1st we started moving cattle back towards the middle of the ranch in preparation for branding. We pushed the cattle from field 10 into “Reflection” and then across the road into field 5. We moved the cattle in 8S to “Square Trough”. The gates to the field we call Beehive were also opened to assist in the flow of cattle north.

On 4/15/23 we branded the majority of the calves and vaccinated the cows. We received some bulls shortly thereafter and took them to the cows that were in fields 4 and 5.

The cattle that were in 8S prior to branding went to 7W on Rd 303 and stayed there until mid May just prior to shipping. This field had not been grazed for a couple of years due to water issues and had plentiful feed.

On 4/26 we moved the cattle from the flats back to the north side , 9N and 9S. On 5/9 we began the process of bringing them south for shipping and had the majority shipped out by 5/16.

On 5/18 we moved the cattle from road 302 7W to the corrals and had the shipped out the next morning.

A handful of stragglers later we were completely out on the 31st of May.

N

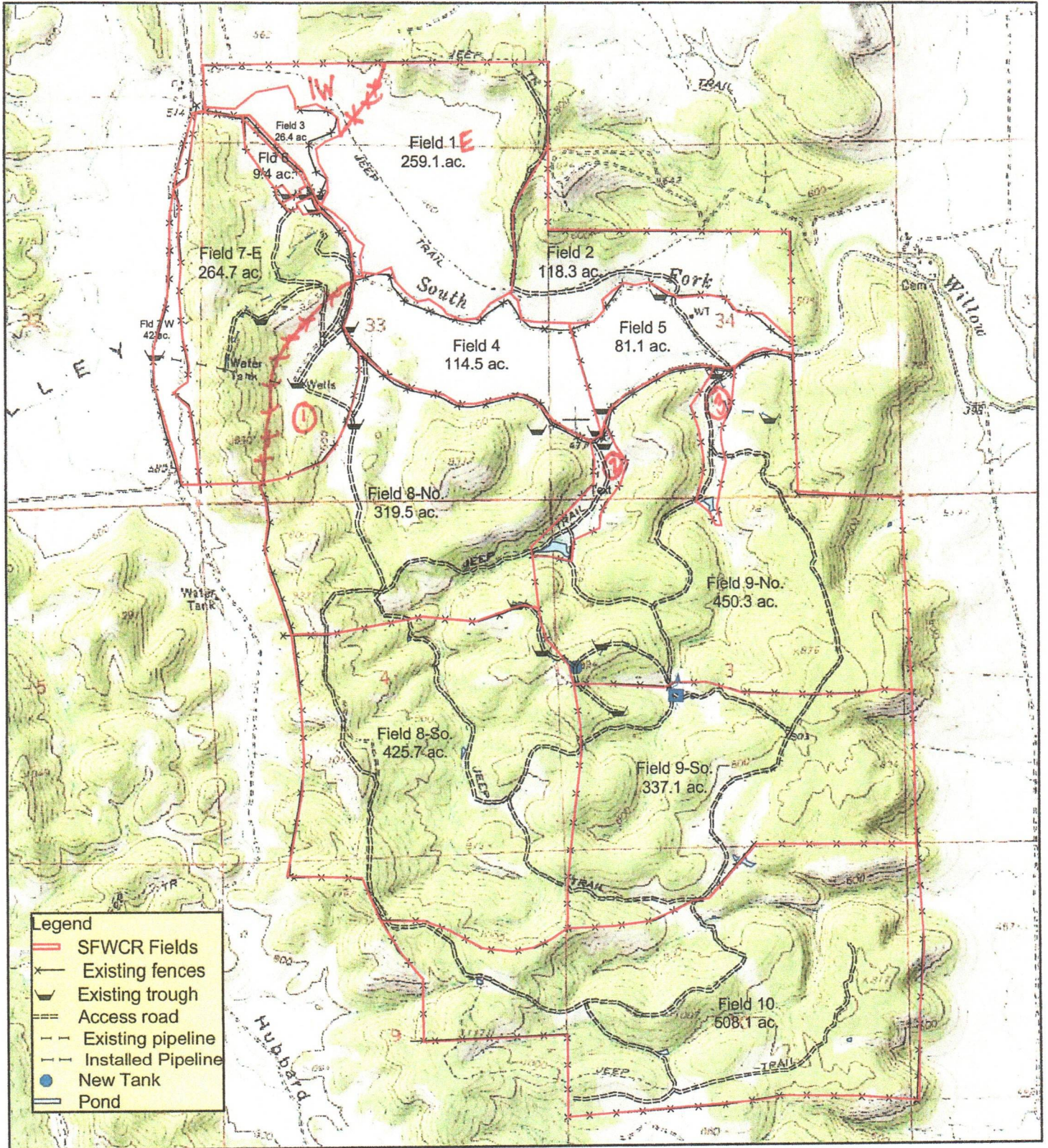


South Fork Willow Creek Ranch

Field Office: WILLOWS SERVICE CENTER
State and County: CA, GLENN
Agency: NRCS

Glenn County

Existing Fields & Acres

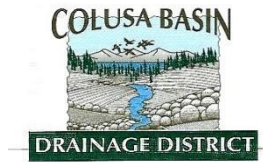


- ① Sensitive - Square Trough
- ② Sensitive - Beehive
- ③ Sensitive - Reflection



Map scale 1:24,000
1" = 2000 ft

2022/2023 Grazing season						
AUMs as of 5/31/23						
Pairs						
Date	in	out	total	days		AUMs
10/7/2022	14		14	21	294	9.64
10/28/2022	5	9	10	31	310	10.16
11/28/2022	138		148	18	2664	87.34
12/16/2022	35		183	6	1098	36.00
12/22/2022	45		228	4	912	29.90
12/26/22		2	226	8	1808	59.28
1/3/2023	45		271	16	4336	142.16
1/19/2023	57		328	5	1640	53.77
1/24/2023	15		343	6	2058	67.48
1/30/2023		98	245	62	15190	498.03
4/1/2023	2		247	14	3458	113.38
4/15/2023	8		255	27	6885	225.74
5/12/2023	8		263	3	789	25.87
5/15/2023		124	139	1	139	4.56
5/16/2023		75	64	3	192	6.30
5/19/2023		30	34	5	170	5.57
5/24/2023		11	23	7	161	5.28
5/31/2023		23	0		0	0
Total pair AUMs						1380.46
Yearlings						
10/7/2022	12		12	81	972	31.87
12/26/2022		12	0			
Total yearling AUMs						31.87
						*.75
						23.9
Total AUMs						
Pairs			1380.46			
Yearlings			23.9			
Total AUMs			1404.36			
Max per lease						
AUMs over			54.36			
charge per AUMs over \$47.5 due June 1st			\$2,582.10			



COLUSA BASIN DRAINAGE DISTRICT

General Manager Report

June 9, 2023

1. **Division I & II Elections:** Prepared and filed Notice of District Elections and Elective Offices to be filled for Division I & II.
 - a. Division I (Glenn County) will not be holding an election. Donald Perez will be submitted to the Board of Supervisors for appointment.
 - b. Division II (Colusa County) has two candidates and will be holding an all-mail ballot election on August 29, 2023.
2. **Earthquake Monitoring Station:** The station was constructed and had heavy duty ground cover and crushed rock installed. The engineering team will be installing the instrument equipment this summer, but it is not scheduled yet.
3. **Accounting:** Converted District accounting system to QuickBooks.
4. **Storage Unit:** On May 17, 2023, Merrilee and Yvonne did an observation of the CBDD mini storage unit #127. Options for organizing the storage contents presented to the Board at the June meeting.
5. **Ranch Tour:** Made arrangements for tour of ranch with Mike and Kathy Landini on April 24, 2023.
6. **Projects:** Met with Mary Fahey to discuss potential projects and developed a plan for moving forward.
7. **Executive Committee:** Executive Committee met to review and discuss the 2023-2024 budget.



COUNTY OF GLENN

ASSESSOR'S OFFICE
516 West Sycamore Street, 2nd Floor
Willows, California 95988
Telephone (530) 934-6402
Fax: (530) 934-6571



Sendy Perez
County Assessor / Clerk-Recorder

April 5, 2023

COLUSA BASIN DRAINAGE DIST
P O BOX 390
WILLOWS CA 95988

RE: Notice of Continued Implementation of AB 1265 for Williamson Act/Farmland Security Contracts

Dear Landowner:

On April 4, 2023, after a public hearing, the Glenn County Board of Supervisors approved implementation of AB 1265 in the County of Glenn effective January 1, 2023. As a landowner under the Williamson Act or Farmland Security programs, you are being provided notice of this action. This action will affect your property in two ways:

- Effective January 1, 2023, the term of your contract(s) will remain 9 years for a Williamson Act contract and 18 years for a Farmland Security Zone contract.
- The Glenn County Assessor will prepare an addition to your property's assessed value in the manner described below. This sum will be applied to property taxes for the next fiscal year (July 1, 2023 – June 30, 2024) and shown as a separate line item on your property tax bill.

You will not need to do anything to keep your property enrolled in the Williamson Act as the changes described take effect automatically unless you file for a notice of non-renewal as discussed below.

Potential Effect on Your Property Taxes

In general, changes authorized by AB 1265 cannot increase your assessment more than the ten percent difference between (a) the value of your property under a 10-year Williamson Act or 20-year Farmland Security Zone contract; and (b) the value of your property as if no Williamson act or Farmland Security Zone contract was in place (i.e., its full Proposition 13 value or, alternatively, fair market value). For information regarding property tax questions, please contact the Glenn County Assessor's Office at (530) 934-6402.

Your Right to Refuse the Reduced Contract Term and Related Changes

You may reject these changes by filing for non-renewal of your Williamson Act or Farmland Security Zone contract. The filing of a Notice of Non-renewal stops the annual renewal process of each Williamson Act and Farmland Security contract and begins a process of contract termination over the 9-year or 18-year term. Notice of Non-renewal forms are available from the Glenn County Planning & Community Development Services Agency at 225 N. Tehama St., Willows, CA 95988 or online at <http://www.countyofglenn.net/sites/default/files/Planning/Non-Renewal.pdf> (an application

fee of \$126.91 will apply). You have until July 3, 2023 to file or mail (postmarks accepted) a notice of non-renewal.

In future years, you continue to have the right to serve a notice of non-renewal to avoid the continued application of the changes described in this notice. Please be aware that non-renewing your contract could result in a substantial tax increase as the contract term winds down. For example, a landowner could see two-thirds of his or her Williamson Act property tax savings disappear in the first year after filing for non-renewal. You may wish to consult a tax professional before filing for non-renewal.

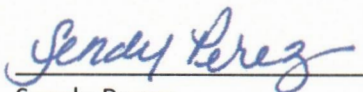
Background

The California Land Conservation Act of 1965 (Williamson Act) enables local governments to enter contracts with private landowners for the purpose of restricting their land to agriculture or related open space uses. In return, landowners receive property tax assessments much lower than normal because those assessments are based on farming and open space uses rather than full market value. In 1971, the State of California created a formula for allocating payments to local governments based on the acreage of land enrolled in the Williamson Act Program. These payments were made based on availability of funds in the state budget. All payments were suspended in 2009 and local governments were faced with a decision to discontinue participation in the Williamson Act through the process of contract non-renewal or to forego tax revenues afforded to landowners through the Williamson Act.

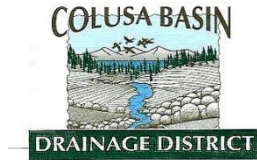
On July 15, 2011, Assembly Bill 1265 (AB 1265) came into effect and provides an alternative to discontinuation of the Williamson Act. This bill allows eligible counties to re-capture 10 percent of the property tax benefits provided to owners of Williamson Act lands. In exchange, Williamson Act contract terms would be reduced from 10 to 9 years and Farmland Security contracts from 20 to 18 years. The provisions of AB 1265 may only be implemented in years when the State of California fails to provide at least half of the subvention payments to local governments. Landowners who do not wish to participate in the Williamson Act or Farmland Security programs under AB 1265 have 90 days from the date a local government implements the legislation to provide a notice of contract non-renewal.

For questions regarding your Williamson Act contract, please contact the Glenn County Planning & Community Development Services Agency at (530) 934-6540 or via e-mail at planning@countyofglenn.net.

Sincerely,



Sendy Perez
Assessor/Clerk-Recorder



COLUSA BASIN DRAINAGE DISTRICT Executive Committee Meeting Minutes

**Thursday, June 16, 2022, 11:00am – Special Meeting
Colusa-Glenn Farm Credit**

The CBDD Board meeting was held on June 16, 2022. The meeting was called to order at 11:11 am on June 16, 2022 by Board Chairperson Lynnel Pollock. The following board members were present at this time Lynnel Pollock, George Tibbitts, Donald Perez and General Manager Merrilee Vanderwaal.

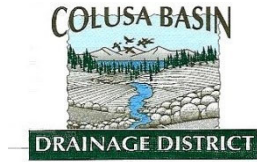
- 1. Public Participation – Agendized & Non-Agendized Items:**
 - A) No public comments were received.
- 2. Findings Related to Remote Meetings (AB 361)-** item was skipped and will be discussed at the Special Board Meeting on June 16, 2022.
- 3. Consent Agenda**
 - A) Approval of Minutes of the January 27, 2022 Executive Committee Meeting deferred to next meeting.
- 4. Budget Review**
 - A) Director Tibbitts and Director Perez made a consensus to recommend 2022-2023 District Budget.
 - B) Recommendation was made to award Merrilee Vanderwaal District Accountant Services at rate of \$1,500 per month.
- 5. Update on Landini Lease**
 - A) Lease expires in 2024, comments were made that next person to lease land pays for 2 wells for house.
 - B) Cross fencing and water hauling FSA, Mike Landini applied.
- 6. Next Meeting**

The next meeting date was not scheduled.
- 7. Adjournment**

Meeting adjourned at 12:11 pm

Lynnel Pollock, Board Chairperson

Colusa Basin Drainage District Board of Directors: District 1 – Tom Arnold, Donald Perez, and Lance Boyd. District 2 – Gary Evans, Mary Fahey, and Pete Knight. District 3 – Lynnel Pollock, Chairperson, and George Tibbitts, Vice Chair



COLUSA BASIN DRAINAGE DISTRICT Executive Committee Meeting Minutes

**Thursday, February 9, 2023, 12:00pm – Special Meeting
Provident Water District**

The CBDD Board meeting was held on February 9, 2023. The meeting was called to order at 12:00 pm on February 9, 2023 by Board Chairperson Lynnel Pollock. The following board members were present at this time Lynnel Pollock, George Tibbitts, and Jim Bond: Donald Perez was absent.

1. Public Participation – Agendized & Non-Agendized Items:

A) No public comments were received.

2. Consent Agenda

A) Approval of Minutes of the June 16, 2022, Executive Committee Meeting deferred to next meeting.

3. Budget Review

A) Jim Bond reviewed the budget and current income and expenses. There were no recommended changes to the budget.

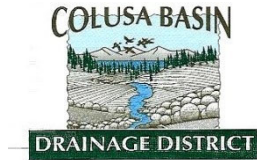
4. Next Meeting

The next meeting date was not scheduled.

5. Adjournment

Meeting adjourned at 12:35 pm

Lynnel Pollock, Board Chairperson



COLUSA BASIN DRAINAGE DISTRICT Executive Committee Meeting Minutes

**Wednesday, May 31, 2023, 10:00 pm – Special Meeting
District Office (Sac Valley CPA)
1030 W Wood St, Ste 3, Willows, CA 95988**

The CBDD Board meeting was held on May 31, 2023. The meeting was called to order at 10:10 am on May 31, 2023 by Board Chairperson George Tibbitts. The following board members were present at this time George Tibbitts, Lynnel Pollock, Tom Arnold, Donald Perez, General Manager Merrilee Vanderwaal and Ben King (member of Public).

1. Public Participation – Agendized & Non-Agendized Items:

A) No public comments were received.

2. Consent Agenda

- A) Approval of Minutes of the June 16, 2022, Executive Committee Meeting,
- B) Approval of Minutes of the February 9, 2023, Executive Committee Meeting..

3. Budget Review

- A) Approval of 2023-2023 Budget. Director Pollock moved to approve with recommended change to set up restricted/designated accounts for Projects and Deferred Maintenance. Director Perez Seconded.

4. Adjournment

Meeting adjourned at 11:35 am

George Tibbitts, Board Chairperson