

REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TUSCAN WATER DISTRICT

Wednesday, June 19, 2024; 9:00 a.m.

Chico State University Farm, 311 Nicholas C Schouten Lane, Room 104, Chico, CA 95928

Any materials related to an item on this Agenda are available for public inspection online at <https://www.tuscanwaterdistrict.org/>

AGENDA

1. Call to Order, Roll Call, and Pledge of Allegiance
2. Action Items
 - a. Consider Minutes for the TWD Board Meeting on May 15, 2024.
 - b. Financial Issues:
 - i. Consider Resolution to authorize opening a bank account.
 - ii. Consider Legal Services Agreement with Joe Hughes.
 - iii. Consider Payment of Invoices, subject to funding:
 1. Legal services invoice for April-May 2024.
 2. Staff support services invoice for April-May 2024.
 3. Website vendor invoice for 1 year and start-up cost.
 - c. Consider Resolution to detach territory from the District.
 - d. Consider filling TWD Board vacancy.
3. Other Items
 - a. Staff Report:
 - i. Status: LAFCO Condition 6(b) – Municipal Services Review.
 - ii. Status: LAFCO Condition 9 – Divisions.
 - iii. Status: LAFCO Condition 13 – MOUs.
 - iv. Status: Voluntary landowner contribution policy prior to Prop 218 passage.
 - v. Status: Charitable contributions policy.
 - vi. SWEEP and Vina GSA Grants.
 - b. Vina GSA Updates
 - i. Vina GSA Fee Study – update and request for feedback. (*Vina GSA staff*)

BOARD ITEMS

4. Announcements and reports from Board members.
5. Requests of Board members for future agenda topics.

PUBLIC COMMENT

6. Members of the public may address the Board at this time on any matter not already listed on the agenda. The Board reserves the right to limit each comment to three minutes per speaker. The Board cannot take any action at this meeting on requests made under this section of the agenda.

CLOSED SESSION

7. CONFERENCE WITH LEGAL COUNSEL (Govt. Code, § 54956.9.)
Anticipated Litigation: Govt. Code, § 54956.9(d)(2): One Matter

ADJOURN

NOTES

In compliance with the American with Disabilities Act, if you need disability-related modifications or accommodations, including auxiliary aids or services, to participate in this meeting, please email info@tuscanwaterdistrict.org by Noon on Tuesday prior to this meeting.

Written material related to an item on this agenda that is distributed less than 72 hours prior to this meeting to at least a majority of the members of the legislative body will be available for inspection during the meeting at North Valley Agricultural Services, 4936 Bell Road, Chico, CA 95973.

Written material distributed during a public meeting will be available for public inspection at the meeting, if prepared by the District or a member of its legislative body, or after the meeting if prepared by some other person.

MINUTES OF THE TUSCAN WATER DISTRICT REGULAR MEETING
Meeting of Wednesday, May 15, 2024; 9:00 a.m.
North Valley Agricultural Services 4936 Bell Road, Chico, CA 95973

AGENDA

The meeting was called to order at 9:01 a.m.

Attendance:

- Board members present: Steve Koehnen, Rich McGowan, Andrew Mendonca, Todd Turley, Brian Mori, James Paiva Jr.
- Board members absent: Craig Knight, Rayme Antonowich, Ed McLaughlin
- Staff present: Joe Hughes (by Zoom), Tovey Giezentanner
- Public present: Steve Lucas (Butte LAFCO), Scott Brown (Larsen, Wurzel & Associates), Kamie Loeser (Butte County Department of Water and Resource Conservation), Emily Alma (landowner within TWD)

Item 4: Review and approve minutes for the April 17, 2024, TWD Board meeting:

- Public Comment: None.
- **Approved 6-0** (Mendonca Motion, Mori Second), with the following modifications:
 - Attorney to provide a draft legal services agreement at the next meeting.
 - Staff has been engaged pursuant to the work scope identified in the [TWD Staff Support Contract Solicitation](#).

Item 5a: Management Ad Hoc Committee Report – Location

- Staff and members of the Management Ad Hoc Committee provided a brief overview of two potential meeting locations.
- Public Comment: Emily Alma – sounds good.
- **Resolution 24-02 was approved 6-0** (Mori Motion, Turley Second) confirming the Chico State University Farm location.
 - Staff was directed to update and finalize the Resolution with the relevant location information.

Item 5b: Management Ad Hoc Committee – Prop 218 Consultant

- Staff and members of the Management Ad Hoc Committee provided a brief overview of the three firms interviewed by the Management Ad Hoc Committee for the purpose of assisting with the enactment of a special assessment or other revenue measure to generate sufficient annual revenue for the ongoing operation of the District (LAFCO Condition 12).
- Public comments:
 - Kamie Loeser commented that she was familiar with Provost & Pritchard and that they were experienced.
 - Scott Brown indicated his firm (Larsen, Wurzel & Associates) does work for many smaller districts – ag, flood control, and mutual water districts – and a few larger districts as well, like SAFCA.
- **Board voted 6-0 to engage Provost & Pritchard (P&P)**, (Turley Motion, Mori Second) and asked P&P to return at a future board meeting with the following:
 - Provide an overview of the public process, timeline and cost.
 - Provide a standard contract for review and approval.

Item 6a: Finance Ad Hoc Committee Report on Proposed Policy

- Turley provided an overview of a proposed policy to allow landowners within the district to voluntarily contribute financially to the district’s needs ahead of a successful assessment vote or other established long-term funding mechanism.
 - Hughes: This policy must be for everyone – can’t be for just one property.
 - Hughes: Suggested removing the ‘reimbursement’ language from the proposed policy
 - Staff and attorney will revise the policy language as discussed at the meeting and return with a Resolution for Board consideration at a future board meeting.

Item 7a: LAFCO Condition 6(b)

- Staff provided an overview of LAFCO Condition 6b, which requires TWD to submit an Application to LAFCO by August 1, 2024, to conduct a municipal service review (MSR) and determine the long-term sphere of influence.
- Public Comment: None.
- **Board voted 6-0 (Mori Motion, Mendonca Second):**
 - To approve Resolution 24-03 authorizing submission of an Application
 - To send a deposit check to LAFCO to initiate the review process, once an account is set up and funds have been deposited into the account.

Item 7b: LAFCO Condition 9

- Staff provided an overview of LAFCO Condition 9, which requires TWD to adopt a resolution by August 1, 2024, requesting the Board of Supervisors to establish electoral divisions based on equal size (acres).
 - **Question:** Staff was asked how the map was created.
 - **Response:** The map was created in 2021 by a local GIS analyst at the request of TWD petitioners. This action was taken in anticipation of a LAFCO condition of approval. The map aims to establish districts of roughly equal acreage while respecting parcels sizes and shapes, as well as other natural and man-made boundaries such as roads, creeks, railroad, and other infrastructure.
 - **Question:** Staff was asked how the map would be adjusted, once M&T acreage is removed from Area 5.
 - **Response:** The same local GIS analyst will be tasked with adjusting the map. This will likely involve reallocating acreage from Areas 6 and 7 to Area 5. Since Areas 6 and 7 currently have slightly above-average acreage, redistributing some of their land to Area 5 should result in a more balanced final map.
- Public Comment:
 - Steve Lucas: I like the idea that it was done by a 3rd party GIS analyst in 2021 and does not appear to show favoritism.
 - Kamie Loeser: Agree with Steve’s comment.
 - Emily Alma: Concerned with disparity between small and large farmers.
 - Turley: This condition – moving from at-large seats to geographically-based seats – responds to that concern.
 - Kamie Loeser: Several Areas have greater density/higher population. This approach allows smaller landowners an opportunity in those Areas to work together to gain representation on the Board, if desired.
- **Board voted 6-0 (Turley Motion, Koehnen Second):**
 - To approve the map but modified as described above to reallocate acreage from Areas 6 and 7 to Area 5.
 - To return in June or July with a resolution for Board approval.

Item 8a: Consider Request to detach territory from the District

- Staff provided an overview of the issue, i.e.,
 - In February 2022, M&T requested that LAFCO remove several M&T parcels from the planned TWD because the acreage sits in the Butte Subbasin, which has its own Groundwater Sustainability Agency and Groundwater Sustainability Plan and, therefore, its own set of issues and potential solutions for achieving groundwater sustainability and regulatory constraints.
 - At the time, petitioners asked M&T to keep its acreage in the district so that it wouldn't be forced to amend the map and legal description at the time, adding more time and cost to the formation process. Petitioners expected that the M&T acreage could be removed post formation.
 - Removing acreage from a special district can happen by Agency Resolution or by Landowner Petition. LAFCO prefers that acreage detachment occur via Agency Resolution, if possible.
 - Board questions: Who will pay? Can LAFCO move quickly? Should we wait until after the Prop 218 process?
- Public Comment:
 - Steve Lucas: Just be mindful that when you take action to remove acreage, you'll need to justify the action.
- **Direction to staff:**
 - Discuss with AGUBC to see if it will cover the cost.

10:45 a.m. *Paiva departs. 5 board members remaining.*

Item 8b: Accept letter from Ed McLaughlin resigning from the Tuscan Water District Board of Directors

- Joe Hughes provided the following context for the discussion:
 - For a vacancy in the middle of a term, the Board has 60 days to fill the vacancy, or the Board of Supervisors can make the appointment.
 - Posting requirements:
 - Post the vacancy in 3 conspicuous public places within the District
 - Notify the County
 - Post on the Website
- Board discussion:
 - Perhaps we should just reach out to the other two people who ran for the Board during the formation process.
 - DID and Eastside Water District recently filled mid-term vacant board positions.
 - McGowan formed an ad hoc committee (Mori, Mendonca, McGowan) to solicit applications and potentially interview candidates prior to the next meeting.
- Public comment:
 - Steve Lucas: Be sure to post a notice of vacancy.
- **Board voted 5-0 (Koehnen Motion, Mori Second)**
 - To "accept the resignation letter, effective today [May 15, 2024]."

Item 9a: Review invoices

- Board reviewed invoices from the attorney and staff
- Board directed the attorney to:
 - Provide a legal services agreement at the next board meeting.
 - Provide a revised invoice for work performed after April 17.
- Board directed staff to provide a revised invoice for work performed after April 17.

Item 9b: Review Butte County Farm Bureau Annual Summer BBQ Sponsorship Request

- Board discussed the BCFB request, and sponsorship requests in general.
- Strong support was expressed for the BCFB and its mission.
- At the same time, there were questions about whether TWD should sponsor organizations.
- **The Board directed staff to:**
 - Draft a regret letter to BCFB for this event.
 - Return to the Board with a Draft Sponsorship Policy at a future board meeting.

Item 10: Update on meeting about impact of Vina GSA Fee Study on non-irrigated lands

- McGowan and staff provided a brief update on a meeting with Supervisor Kimmelshue and several landowners of non-irrigated landowners who also have land within the TWD.

Item 11: Other reports from Board members:

- Management Committee Update: The Management Committee has successfully completed its charge and fulfilled its purpose. The Committee has been disbanded having accomplished its specific tasks.

Item 12: Requests of Board members for future agenda topics

- Staff was directed to send out reminder emails regarding Form 700.
- Attorney was directed to provide an update at a future meeting on draft Bylaws and a Conflict-of-Interest policy.
- Staff was directed to solicit a final cost for updating the website and check and determine if there is funding from AGUBC to pay this cost.

Item 13: Public Comment

- Kamie Loeser provided a brief overview of the Vina GSA Fee Study, i.e.,
 - Vina GSA is initiating a new Fee Study.
 - Hansford Economic Consultants has been hired and will conduct extensive community outreach – stakeholder groups, one-on-one, and small group meetings.



RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TUSCAN WATER DISTRICT AUTHORIZING ACCOUNT OPENING AT NORTHERN CALIFORNIA NATIONAL BANK

WHEREAS, the Tuscan Water District (TWD) wishes to utilize Northern California National Bank to provide regular banking services to the District; and

WHEREAS, Northern California National Bank has requested that the District adopt a resolution authorizing Northern California National Bank to open a District bank account; and

WHEREAS, the TWD Board finds that it is necessary and appropriate for the District to open a new account at Northern California National Bank;

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors that Tuscan Water District hereby supports the adoption of a resolution authorizing the District to open a new account at Northern California National Bank.

BE IT FURTHER RESOLVED that:

1. The President and Treasurer (Dual Signature Required) are hereby authorized to sign all checks, drafts or warrants of the Tuscan Water District political subdivision drawn on the Northern California National Bank, and that the President and Treasurer are hereby authorized to endorse for the purposes of depositing checks, drafts, or warrants payable to this political subdivision of the State of California for the new account opened at Northern California National Bank; and,
2. That the authority conferred to the President and Treasurer is in addition to any other authorizations in effect and shall remain in force until Northern California National Bank receives written notice of its revocation.

AYES:
NOES:
ABSENT:
NOT VOTING:

Rich McGowan, President
Tuscan Water District Board of Directors

ATTEST:

Tovey Giezentanner, Interim General Manager
Tuscan Water District

CERTIFICATE OF SECRETARY

The undersigned, Secretary of the Tuscan Water District, hereby certifies that the foregoing Resolution was duly passed and adopted by the Board of Directors of said District at a regular meeting held on June 19, 2024, at which meeting a quorum of the Board of Directors was at all times present and acting.

IN WITNESS WHEREOF, I have set my hand this 19th day of June, 2024.

Raymond Antonowich, Secretary
Tuscan Water District Board of Directors

KLEIN, DeNATALE, GOLDNER, COOPER, ROSENLIEB & KIMBALL, LLP

LEGAL SERVICES AGREEMENT

(Bus. & Prof. Code, § 6148)

THIS AGREEMENT is entered into as of June 12, 2024 by and between KLEIN, DeNATALE, GOLDNER, COOPER, ROSENLIEB & KIMBALL, LLP, a California limited liability partnership (the “Attorney”), and TUSCAN WATER DISTRICT, a California water district (the “Client”).

RECITALS

A. The Client desires to employ the Attorney to perform the Services [defined in paragraph 1(h) of this Agreement] and the Attorney is agreeable to that employment.

B. Business and Professions Code section 6148(a) provides, among other things, that where it is foreseeable that the total expenses to a client will exceed \$1,000, an agreement for legal services must be in writing and contain (1) the applicable hourly rate and other standard rates, fees and changes, (2) the general nature of the legal services to be provided, and (3) the respective responsibilities of the Attorney and the Client.

C. Rule 3.410(A) of the Rules of Professional Conduct provides that where it is foreseeable that the total amount of legal representation in a matter will exceed four hours, a disclosure in writing that the attorney does not maintain professional liability insurance must be made at the time of engagement if the attorney does not maintain that insurance.

D. The total expense to the Client may exceed \$1,000 and the total amount of legal representation may exceed four hours with respect to the Attorney’s performance of the Services.

AGREEMENT

1. Definitions.

(a) Attorney. “Attorney” means KLEIN, DeNATALE, GOLDNER, COOPER, ROSENLIEB & KIMBALL, LLP, a California limited liability partnership.

(b) Attorney’s Address. “Attorney’s Address” means 10000 Stockdale Hwy., Suite 200, Bakersfield, CA 93311.

(c) Attorney’s Work Product. “Attorney’s Work Product” means the Attorney’s impressions, conclusions, opinions, legal research and theories.

(d) Client. “Client” means TUSCAN WATER DISTRICT, a California water district.

(e) **Client's Address.** "Client's Address" means 30 Independence Circle, Suite 300, Chico, CA 95973 for delivery of material in paper form and tovey@giezentanner.com for delivery of material in electronic form.

(f) **Client's Documents.** "Client's Documents" means the documents provided to the Attorney by the Client.

(g) **Rates.** "Rates" means the Attorney's hourly rates ranging from \$395 for attorneys with ten or more years' experience, \$350 for attorneys with five to ten years' experience, \$300 for attorneys with less than five years' experience, and \$85 to \$240 law clerks, paralegal assistants, and investigators. The current Rate for Joseph D. Hughes is \$395 per hour.

(h) **Services.** "Services" means general counsel services and legal advice as requested by the Client.

2. **Employment of Attorney.**

The Client hereby employs the Attorney to perform the Services and the Attorney hereby accepts that employment subject to the provision of this Agreement. Portions of the work in performance of the Services may be performed by different lawyers and legal assistants in the Attorney's law firm. This delegation of work will be for the purpose of involving lawyers or legal assistants with special expertise in a given area, or for the purpose of providing the Client with the Services in the most efficient and timely manner. The Attorney is not obligated to perform any portion of the Services that, in the Attorney's judgment, would constitute a conflict of interest or other violation of the Attorney's ethical duties under the Rules of Professional Conduct of the State Bar of California or similar mandate governing the Attorney's conduct.

This Agreement governs only the Client's employment of the Attorney and the Attorney's representation of the Client. The Attorney's representation of the Client does *not* include representation of any party affiliated with Client, including (a) parent, related or subsidiary entities of the Client, or (b) persons related to the Client.

This Agreement will become effective upon its full execution by both the Attorney and the Client. It will then relate back to the first day that the Attorney provided the Services to the Client. Attorney will treat information Client provides as confidential and will not disclose it without Client's permission.

3. **Cooperation of Client.**

The Client shall be candid and truthful with the Attorney as well as responsive to the Attorney's communications. The Attorney may rely upon the Client to promptly advise the Attorney of any changes in circumstances that will affect the Services or the Attorney's ability to perform them. The Client shall keep the Attorney advised of any changes in the Client's Address, current telephone number or e-mail address at all times, and shall comply with all reasonable requests of the Attorney in connection with the Attorney's performance of the Services.

The Client shall promptly disclose to the Attorney, in writing, all persons and entities that may have an interest, both adverse and non-adverse, in the matter that is the subject of the Services so that the Attorney can avoid conflicts of interest.

4. Payment of Fees and Costs.

(a) **Attorney's Fees.** The Client shall pay fees to the Attorney for time spent in the performance of ordinary general counsel legal services as part of the Services. The Attorney may charge the Client for all time devoted by the Attorney to the Client's work, including conferences (both in person and over the telephone), e-mail communications with the Client and others, negotiations, factual investigations, legal research and analysis, document preparation and revision, and travel on the Client's behalf. Time will be recorded and billed in units of tenths of an hour. Rates may be supplemented or revised by the Attorney from time-to-time but revised Rates will not be retroactively applied. The Attorney shall notify the Client in writing of any revised Rates 30 days prior to their effective date. The applicable rates will be those in effect at the time Services are rendered.

(b) **Costs.** The Client shall pay all reasonable and necessary costs incurred by the Attorney in connection with the Services including:

(1) Automobile travel at the then current IRS rate per mile plus any parking expenses.

(2) The cost of any consultants, experts or investigators retained by the Attorney in furtherance of the Services.

Costs are *in addition to* fees for the Services. The Attorney incurs outside costs as an agent for the Client and incurs internal expenses on behalf of the Client. The Attorney may forward costs in excess of \$250 to the Client for direct and timely payment by the Client.

(c) **Statements.** The Attorney shall provide the Client with a monthly itemized statement of fees earned and costs incurred.

(d) **Estimates.** It is impossible to determine in advance the amount of time that will be needed to complete the Services, or the total amount of fees or costs that may be incurred. Any estimate furnished by the Attorney will be based on the Attorney's professional judgment, but the Client acknowledges that such estimate is *not* a maximum or fixed fee quotation. The ultimate fee and cost may, and frequently does, differ from the amount estimated.

(e) **Payment.** The Client shall pay all statements for fees earned and costs incurred within 30 days of presentation of an invoice. Unpaid fees and disbursements accrue a finance charge at the rate of 1½% per month (18% annually) from the beginning of the month in which they became overdue. As the Attorney receives each payment, the Attorney will apply the payment first to any accrued

finance charges, second to costs, and last to fees. For a proper attorney-client relationship to exist and be successful, the Client acknowledges that the Client must pay the Attorney's legal fees and costs promptly and in accordance with this Agreement. Only in this way can the Attorney and the Client maintain the mutual confidence in each other that is necessary for the proper representation of the Client. If the Client becomes delinquent in the Client's obligation to make any required payments to the Attorney, then the Attorney may (a) withdraw from representation of the Client, (b) cease performance of the Services, and (c) pursue collection of the Client's account.

5. Errors and Omissions Insurance.

The Attorney does maintain errors and omissions insurance coverage applicable to the Services.

6. Employment of Consultants, Experts and Investigators.

If the Attorney deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the Services, then the Attorney shall so advise the Client and seek the Client's prior written approval of such employment. Any consultants, experts or investigators employed by the Attorney will be the agent of the Attorney, not the Client.

7. Notices.

Any notices to be given by either party to the other affecting this Agreement must be given in paper form and delivered in person or by registered or certified mail, postage pre-paid, addressed to the Attorney at the Attorney's Address or to the Client at the Client's Address. Either party may from time-to-time, by written notice to the other, designate a different address which will be substituted for the one specified in paragraph 1 of this Agreement.

8. Documents.

During the course of the Services, the Attorney will acquire documents from the Client (i.e., Client's Documents), and also will create Attorney's Work Product and other documents. Attorney's Work Product is the property of the Attorney and the Client is not entitled to obtain Attorney's Work Product from the Attorney except as otherwise provided by law. The Client may inspect and copy any other documents created by the Attorney during the Attorney's normal business hours and at the Client's sole cost and expense. Upon conclusion of the Services, the Client is entitled to the Client's Documents. The Attorney is entitled, however, to photocopy or electronically scan, and retain copies of the Client's Documents prior to their return to the Client.

9. Electronic Files.

The Attorney may maintain some or all of the documents and records in the Client's file solely in electronic form as digital images rather than in paper form. In so doing, the Attorney may destroy documents and records received by the Attorney in paper form after they have been scanned electronically and converted to digital images. The Attorney will not destroy; however,

any of the Client's Documents in paper form, although the Client does consent to their conversion to electronic form for the Attorney's use. The Attorney may deliver to the Client documents in the electronic form in which they are maintained if the Client requests transfer or a copy of either the Client's file, or any document or record in the Client's file. The Attorney will not be obligated under any circumstances to convert electronic documents or records (a) to paper form or (b) to an electronic form other than the one in which the Attorney maintains the document or record.

10. File Retention.

Unless contacted to make other arrangements, the Attorney shall store the Client's file for a minimum of five years following conclusion of the Services. The Attorney will then make arrangements for destruction of the Client's entire file (both electronic form and paper form) without further notice to the Client. The Client must contact the Attorney prior to the end of that five-year period to make arrangements for transfer of the Client's file if the Client does not wish the file to be destroyed.

11. Termination.

The Attorney or the Client is entitled to terminate this Agreement. Termination of this Agreement will not affect the Client's obligations to pay for all fees earned and costs incurred by the Attorney prior to the date this Agreement terminates. Additionally, time spent by the Attorney resulting from termination of this Agreement and withdrawal from representation of the Client (e.g., preparing the Client's files for transfer and working with successor counsel) is deemed part of the Services, for which the Client shall pay the Attorney.

Upon cessation of the Services, either by conclusion of the Services or earlier termination of this Agreement, the Attorney will have no further obligation to inform the Client of future developments or changes in the law. Additionally, the Attorney will have no obligation to monitor renewal or notice dates, or similar deadlines on the Client's behalf.

12. Arbitration.

In the event of a fee dispute which is not readily resolved, the Client is entitled to request arbitration by the Butte County Bar Association, and the Attorney shall participate fully in that process.

13. Entire Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Attorney and the Client with respect to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements contained in this Agreement. No agreement, statement or promise not contained in this Agreement will be valid and binding.

14. Venue and Law.

The venue for any dispute arising from this Agreement will be Butte County, California. This Agreement is entered into in Chico, California, and is subject to the laws of the State of California.

15. Counterpart and Electronic Signatures.

This Agreement may be signed in one or more counterparts and may be delivered by facsimile or other electronic method.

16. Consultation with Independent Counsel.

The Attorney has not provided the Client with legal advice with respect to this Agreement due to the Attorney’s conflict of interest in doing so. The Client acknowledges the opportunity to seek and consult independent counsel of the Client’s choice regarding this Agreement.

IN WITNESS WHEREOF, the Attorney and the Client have executed this Agreement on the day and year first hereinabove set forth.

KLEIN, DeNATALE, GOLDNER, COOPER,
ROSENLIEB & KIMBALL, LLP

TUSCAN WATER DISTRICT

By: _____
Joseph D. Hughes, Partner

By: _____
Richard McGowan, President

“Attorney”

“Client”

June 14, 2024

RICHARD MCGOWAN
30 INDEPENDENCE CIRCLE #300
CHICO, CA 95973

Invoice No. 1227963
Client No. 24618
Matter No. 001
Billing Attorney: JDH

INVOICE SUMMARY

For Professional Services Rendered for the Period Ending: May 20, 2024.

RE: TUSCAN WATER DISTRICT
GENERAL BUSINESS

Professional Services	\$ 1,350.00
Costs Advanced	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 1,350.00

Invoice No. 1227963

June 14, 2024

PROFESSIONAL SERVICES

Date	Init	Description	Hours	Amount
5/14/24	JDH	PRE-BOARD MEETING CALL WITH R. McGOWAN AND TOVEY.	1.00	375.00
5/15/24	JDH	ATTENDED MAY REGULAR BOARD MEETING .	2.60	975.00

TOTAL PROFESSIONAL SERVICES**\$ 1,350.00****SUMMARY OF PROFESSIONAL SERVICES**

Name	Init	Rate	Hours	Total
HUGHES, JOSEPH	JDH	375.00	3.60	1,350.00
Total			3.60	\$ 1,350.00

TOTAL THIS INVOICE**\$ 1,350.00**

June 14, 2024

RICHARD McGOWAN
30 INDEPENDENCE CIRCLE #300
CHICO, CA 95973

Invoice No. 1227963
Client No. 24618
Matter No. 001
Billing Attorney: JDH

REMITTANCE

**RE: TUSCAN WATER DISTRICT
GENERAL BUSINESS**

BALANCE DUE THIS INVOICE

\$ 1,350.00

All checks should be made payable to:
(Please return this advice with payment.)

Klein DeNatale Goldner
10000 Stockdale Hwy, Suite 200
Bakersfield, CA 93311

For payment by wire in USD:
(Please reference:
Client-Matter No. 24618-001,
Invoice No. 1227963)

J.P. Morgan Chase
Account No. 825707620
ABA No. 322271627

To pay by credit card, click here --->: [Pay Now](#) or call Accounting at (661) 395-1000.

DUE UPON RECEIPT

FEDERAL I.D. No. 95-2298220

Thank you! Your business is greatly appreciated.

ITEM 2b(iii)(2)
INVOICE

Giezentanner & Associates
698 East 5th Street
Chico, California 95928
United States

BILL TO
Tuscan Water District
30 Independence Circle
Chico, California 95973
United States

Invoice Number: 20201272

Invoice Date: April 30, 2024

Payment Due: May 30, 2024

Amount Due (USD): \$3,500.00

Items	Quantity	Price	Amount
Service April 18, 2024 to May 15, 2024 - For staff support services regarding the following: - Monthly Board Meeting and Ad Hoc Committee meetings - Compliance with LAFCO Conditions of Approval - Logistical and financial issues	1	\$3,500.00	\$3,500.00

Subtotal: \$3,500.00

Total: \$3,500.00

Amount Due (USD): \$3,500.00

Streamline Platform - Subscription Agreement

CUSTOMER: **Tuscan Water District**

ORDER DATE: **04 / 09 / 2024**

This Software as a Service Agreement ("Agreement") is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 3301 C Street #1000, Sacramento, CA 95816 ("Company"), and the Customer listed above ("Customer"). This Agreement incorporates the [Streamline Terms of Service](#). **W9 is available online. Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.**

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our [subscription-based website toolkit for local government](#).

SUBSCRIPTION ORDER:

Name	Price
Streamline- Compliance Basics	\$1,200.00

One-Time Build Costs: **\$500**

Order #: **18511397481**

Invoice Frequency: **Annually**

Original Order? **Original**

Additional Billing Details:

Billing Start Date: **06 / 01 / 2024**

Paying with check?

Mail the check to: PO Box 207561, Dallas, TX 753207561

Billing Person:

Phone:

Billing Address:

Email:

City, State, Zip:

Streamline:

Name:

Title:


Date:


Signature: 

Customer:

Name:

Title:

Date: 

Signature: 



(916) 900-6619

info@getstreamline.comwww.getstreamline.com

3301 C Street #1000, Sacramento, CA 95816

What Your Subscription Includes



Technology

- **Easy-to-use website tool allows you to control your content** - no more waiting on a vendor or IT.
- **Built-in ADA compliance** (the platform is fully accessible out of the "box").
- **State-specific transparency dashboard** with checkpoints for all posting requirements.
- **Meeting dashboard with agenda reminders**, one-click agenda and minute upload that takes seconds.
- **Ongoing improvements** to existing features included at no cost - your software will never be out of date.



Setup and Training

- **Multiple options** for initial site build and migrating existing content.
- **Introduction to your state requirements** so you know what needs to be posted.
- **Training** for anyone on your staff via remote meeting to help you learn the system.
- **Free domain** included (acmemud.specialdistrict.org) or connect your own custom domain / web address.
- **Free SSL security certificate** so that your site is served over https and visitors are protected.



Ongoing Support

- **Unlimited support** is included for anyone on your staff responsible for updating the website.
- **Support system is built into your website** - get help with the click of a button.
- **Unlimited hosting** of content and files so you never have to "upgrade" your account.
- **Extensive knowledge base** of how-to articles and getting started guides are available 24/7.
- **Can't figure out how to send your question? That's ok, you'll have our technical support number, too.**

And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.



RESOLUTION NO. 2024-05

**RESOLUTION OF THE TUSCAN WATER DISTRICT BOARD OF DIRECTORS
AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE LOCAL AGENCY
FORMATION COMMISSION (LAFCO) FOR THE DETACHMENT OF CERTAIN ACREAGE**

WHEREAS, the Tuscan Water District (TWD) was formed to represent its constituents and work collaboratively with other local, state and federal agencies to ensure that adequate water is available to continue the existing, historical agricultural uses of the affected land within its boundaries; and,

WHEREAS, in February 2022, M&T Chico Ranch (M&T) requested that the Butte Local Agency Formation Commission (LAFCO) remove several M&T parcels from the planned Tuscan Water District, citing that the acreage in question sits in the Butte Subbasin, which has its own Groundwater Sustainability Agency (GSA) and Groundwater Sustainability Plan (GSP); and,

WHEREAS, M&T desires its Butte Subbasin acreage to be governed solely by the GSA representing the Butte Subbasin; and,

WHEREAS, the petitioners' expectation, informed by discussions with Butte LAFCO, was that the M&T acreage could be removed post formation of the TWD; and,

WHEREAS, removing acreage from a special district can happen by Agency Resolution or by Landowner Petition, with LAFCO staff preferring that acreage detachment occur via Agency Resolution; and,

WHEREAS, the Agricultural Groundwater Users of Butte County (AGUBC) has agreed to cover the cost to process the application with LAFCO and to obtain a new legal description to support the application; and,

WHEREAS, the map showing the acreage that M&T wishes to remove from TWD is attached hereto as Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Tuscan Water District as follows:

1. **Authorization to Submit Application:** The Board of Directors hereby authorizes the submission of an application to the Butte Local Agency Formation Commission (LAFCO) to detach the specific acreage as shown in Exhibit "B" from the Tuscan Water District.

2. **Cost Responsibility:** The Board of Directors acknowledges that the Agricultural Groundwater Users of Butte County (AGUBC) has agreed to cover the cost of the detachment process, including the processing of the application with LAFCO and obtaining a new legal description.
3. **Delegation of Authority:** The Board of Directors delegates authority to staff to take all necessary steps and execute all necessary documents to effectuate the detachment of the specified acreage from the Tuscan Water District, including the execution and submission of the application to LAFCO.
4. **Effective Date:** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Tuscan Water District on this 19th day of June 2024, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

Rich McGowan, President
Tuscan Water District Board of Directors

ATTEST:

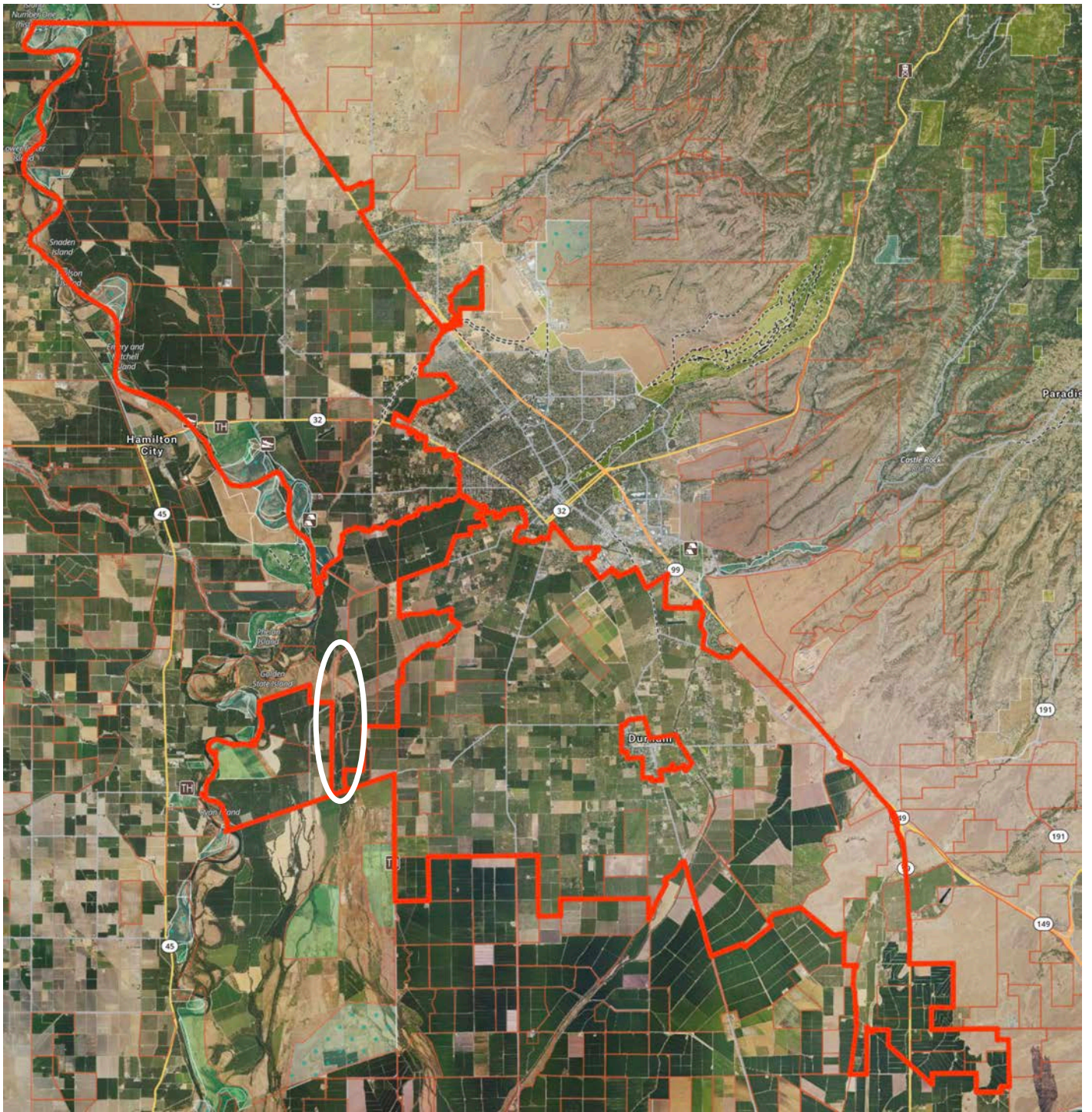
Tovey Giezentanner, Interim General Manager
Tuscan Water District

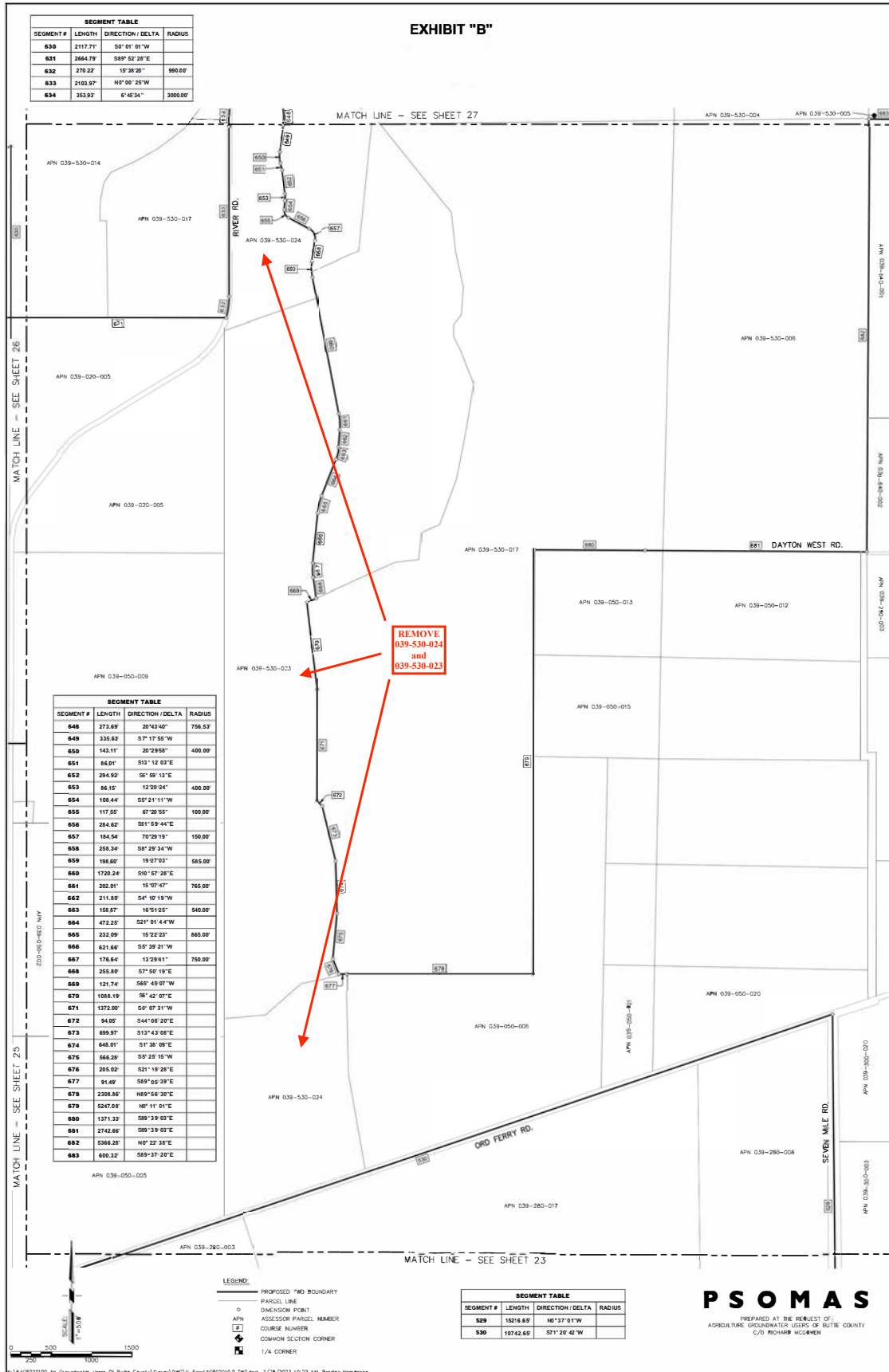
CERTIFICATE OF SECRETARY

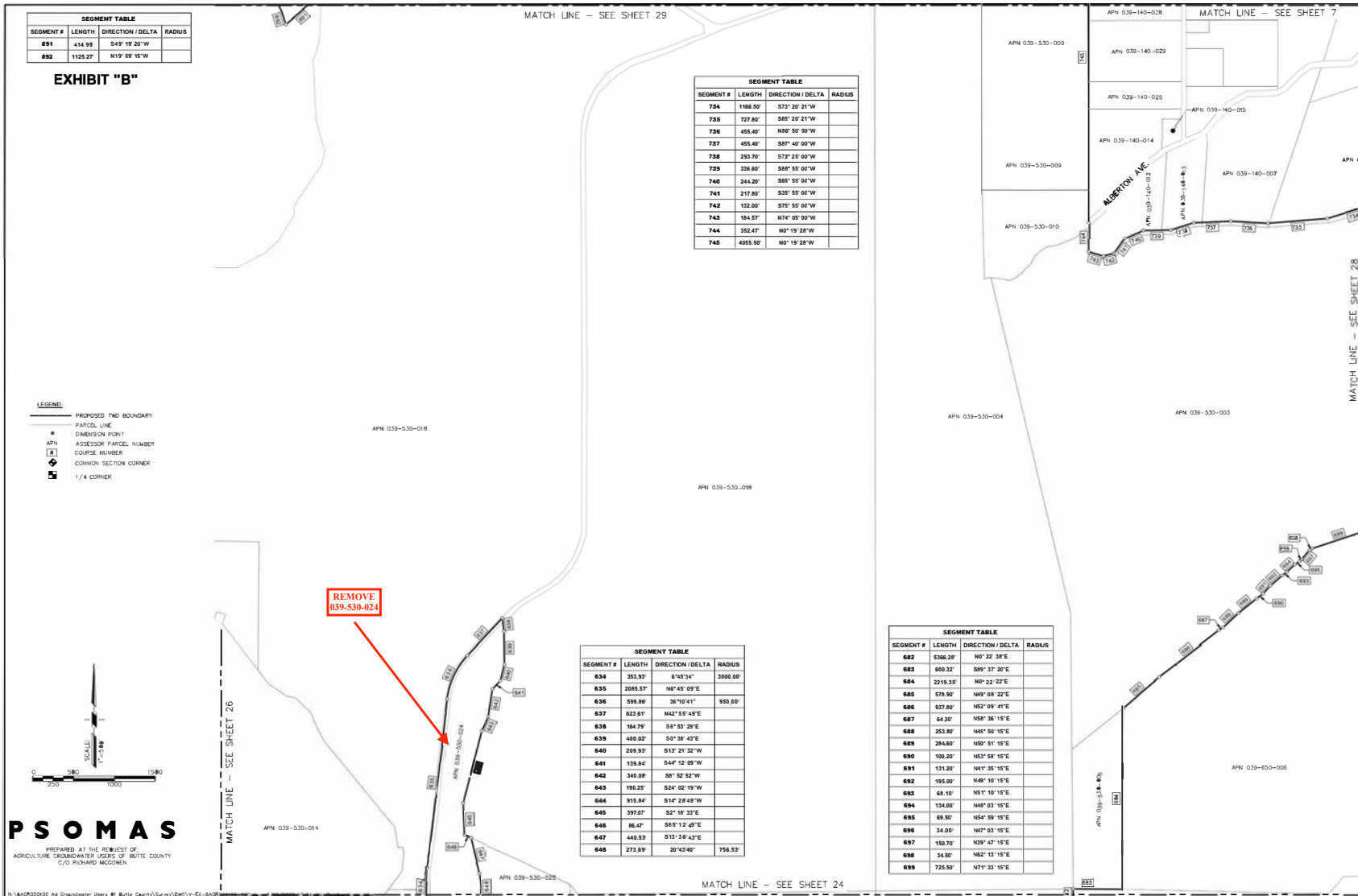
The undersigned, Secretary of the Tuscan Water District, hereby certifies that the foregoing Resolution was duly passed and adopted by the Board of Directors of said District at a regular meeting held on June 19, 2024, at which meeting a quorum of the Board of Directors was at all times present and acting.

IN WITNESS WHEREOF, I have set my hand this 19th day of June, 2024.

Raymond Antonowich, Secretary
Tuscan Water District Board of Directors









Tuscan Water District Agenda Transmittal

Staff Use Only

Agenda Item:

ITEM 2d

Subject:

Date: 6.19.2024

Consider filling TWD Board Vacancy

REGULAR

SPECIAL

Agenda Item Summary:

From the effective date of the vacancy (May 15, 2024), the District has 60 days (by July 14, 2024) to post a notice of the vacancy and make an appointment by majority vote of the remaining directors. If the TWD Board does not act within this window, the Board of Supervisors can make the appointment.

Attached are the following:

- Notice of Vacancy to Butte County Elections Department – [Attachment 1](#)
- Notice of Vacancy, posted at 1) North Valley Agricultural Services, 2) Chico State University Farm, and 3) Durham Community Park, and 4) on the website. – [Attachment 2](#)
- An email with the Notice of Vacancy was sent to Butte County LAFCO, Butte County Department of Water and Resource Conservation, and the Butte County Farm Bureau.

At the last meeting, McGowan appointed an Ad Hoc committee to solicit nominations and, if necessary, conduct interviews and come back with a recommendation. The Ad Hoc elected not to conduct in-person interviews.

The following individuals have indicated an interest in serving on the Board, if appointed:

- Lance Atkins, CEO, Capay Farms. Board candidate during the board during the December 5, 2023 election.
- Bill Chance, Real Estate & Farming. Board candidate during the December 5, 2023 election.
- Mike Sohnrey, Farming.

Fiscal Impact:

Personnel Impact:

Action Requested:

1) Consider the interested nominees and appoint a new board member.

Staff Reviewer:



May 26, 2024

Mr. Keaton Denlay
Butte County Clerk-Recorder
Registrar of Voters
155 Nelson Avenue
Oroville, CA 95965

RE: Notice of Vacancy on the Tuscan Water District

Mr. Denlay:

The purpose of this letter is to inform the Butte County Clerk-Recorder's Office that a vacancy exists on the Board of Directors of Tuscan Water District starting May 15, 2024. It is anticipated that the Board of Directors of Tuscan Water District will cause this vacancy to be filled within 60 days immediately after the effective date of this vacancy, in accordance with Government Code section 1780 and any other applicable provisions of California Water District Law.

If you have any questions or wish to discuss this matter further, please do not hesitate to contact me by phone at 916-801-0344 or by email at tovey@giezentanner.com.

Sincerely,

A handwritten signature in black ink that reads "Tovey Giezentanner".

Tovey Giezentanner, Interim General Manager

TUSCAN WATER DISTRICT

NOTICE OF VACANCY

(Gov. Code, § 1780, subd. (d))

NOTICE IS HEREBY GIVEN that a vacancy exists on the Board of Directors of Tuscan Water District. The effective date of the vacancy is May 15, 2024. It is anticipated that the Board of Directors of Tuscan Water District will cause this vacancy to be filled within 60 days immediately after the effective date of this vacancy, in accordance with Government Code section 1780 and any other applicable provisions of California Water District Law.

Dated: June 4, 2024

Board of Directors of
Tuscan Water District



Tovey Giezentanner, Interim General Manager

Agenda Item 3a

To: TWD Board
From: Staff
Date: June 19, 2024
Subject: Staff Updates

1. LAFCO Condition 6(b) – Municipal Service Review. Next steps:
 - a. TWD to open bank account and deposit funds.
 - b. By July 12, TWD will submit the required Application to LAFCO, with deposit check and revised district map.

2. LAFCO Condition 9 – Divisions. Next steps:
 - a. At the July 17 Board meeting, TWD will consider:
 - i. Revised map that reallocates acreage from Areas 6 and 7 to Area 5.
 - ii. Resolution requesting the Board of Supervisors to establish electoral divisions based on equal size (acres).
 - b. NLT Friday, July 26, staff will submit the required Resolution and Map to the Board of Supervisors.

3. LAFCO Condition 13 – MOUs. Next steps:
 - a. LAFCO Condition 13 requires TWD, by February 1, 2025, to enter into a memorandum of understanding (MOU) with the Vina Basin and Butte Basin Groundwater Sustainability Agencies establishing the formal government to government working relationship between the Tuscan Water District and the GSA's to include acknowledging the roles of each agency in the SGMA environment, methods for communication, cooperation and collaboration, establishing points of contact, and any other matter that leads to cooperation in the implementation of the GSP for the basin.
 - b. Staff plans to reach out to GSA staff before the July 17 Board meeting to propose and discuss draft language and develop a process for gaining the necessary approvals.

4. Policies and Procedures:
 - a. Voluntary Landowner Contribution Policy – staff will provide a final policy for review at the July 17 board meeting.
 - b. Sponsorship Policy – staff will provide a final policy for review at the July 17 board meeting.

5. SWEEP & Vina GSA Grants
 - a. Staff will provide a quick, verbal update on both programs.