

**Borrego Water District Board of Directors
Special Meeting
October 10, 2023 @ 9:00 a.m.
806 Palm Canyon Drive
Borrego Springs, CA 92004**

The Borrego Water District Board of Directors meeting as scheduled will be conducted in person and in an electronic format please note BWD is providing remote attendance options solely as a matter of convenience to the public. BWD will not stop or suspend its in-person public meeting should a technological interruption occur with respect to the GoTo meeting or call-in line listed on the agenda. We encourage members of the public to attend BWD meetings in-person at the address printed on page 1 of this agenda. Anyone who wants to listen to or participate in the meeting remotely is encouraged to observe the GO TO MEETING at:

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I. OPENING PROCEDURES -

- A. Call to Order
- B. Pledge of Allegiance
- C. Directors' Roll Call: President Dice, Vice President Baker, Directors Duncan, Johnson & Moran
- D. Approval of Agenda
- E. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- F. Comments from Directors
- G. Correspondence Received from the Public - None

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -

- A. Farmland Following Agreements with Borrego Spring Subasin Watermaster -S Anderson
- B. Updates to Local Agency Investment Fund Authorized Individuals – J Clabaugh
- C. Borrego Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice/T Driscoll
 - 1. Update on Board Activities
 - 2. Update on Technical Advisory Committee Activities

AGENDA: October 10, 2023: The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole, General Manager – at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility. If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004. Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

III. BOARD COMMITTEE REPORTS, IF NEEDED

STANDING:

- A. Operations and Infrastructure: Duncan/Baker
- B. Budget and Audit: Dice/Moran
- C. ACWA/JPIA Insurance: Dice/Johnson

AD HOC:

- A. Prop 68 Implementation: Baker/Johnson
- B. Public Outreach: Dice/Johnson
- C. Grants: Dice/Johnson
- D. Cyber Security/Risk Management: Baker
- E. Developer's Agreement: Baker/Duncan
- F. Finance: Baker/Moran
- H. Borrego Springs Basin Water Quality: Moran/Johnson

IV. STAFF REPORTS – VERBAL

- A. General Manager
 - a. AMI Vendor Selection Process Update
 - b. High School Intern Program Update

V. CLOSED SESSION:

- A. Conference with Legal Counsel - Potential Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Two (2) potential cases)
- B. Conference with Legal Counsel – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-00005776)
- C. Conference with Real Property Negotiators (Gov. Code §Section 54956.8) APN: 140-303-0900 & 140-303-1100 Agency Negotiator: Geoff Poole, BWD General Manager, Negotiating Parties: BWD and US Gypsum Corp as potential buyer Price and Terms of Payment
- D. Conference with Real Property Negotiators (Gov. Code §Section 54956.8) Property APNs: 140-070-17, 140-070-18, 140-070-24, 140-070-27, 140-110-14, and 140-010-11 Agency Negotiator: Geoff Poole, BWD General Manager, Negotiating Parties: BWD and David Bauer as potential seller regarding Price and Terms of Payment

VI. CLOSING PROCEDURE:

The next Board Meeting is scheduled for 9:00 AM October 24, 2023, to be available online and in person at 806 Palm Canyon Drive. See Board Agenda at BorregoWD.org for details, Agenda information available at least 72 hours before the meeting.

AGENDA: October 10, 2023: The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole, General Manager – at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility. If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

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BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 10, 2023
AGENDA ITEM II.A

October 5, 2023

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Farmland Following Agreements with Borrego Spring Subbasin Watermaster -S
Anderson BBK

RECOMMENDED ACTION:

Approve Easement Agreement with Watermaster

ITEM EXPLANATION:

To facilitate the use of BWD property by the Watermasters Consultants for Farmland Following experiments, the attached Draft Easement Agreement has been developed by Watermaster and BWD Legal Counsels. Staff recommends approval

NEXT STEPS

1. Execute Agreement
2. Amend D Bauer/BWD Agreement

FISCAL IMPACT

1. TBD

ATTACHMENTS

1. Draft Easement Agreement
2. Draft Borrego Springs Farmland Rehabilitation - Brush Fence Field Study Description
3. Property Description

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is dated _____, 2023 (the "Effective Date"), and is entered into by and between the BORREGO SPRINGS WATERMASTER ("BSW") and BORREGO WATER DISTRICT, a public entity ("Owner").

Recitals

A. Owner owns the land described in Exhibit "A" (the "Property").

B. BSW has requested to use the Property as shown on Exhibit A for the Permitted Use (as defined in Section 2 below), and Owner desires to enter into this Agreement to allow BSW to use the Property for the Permitted Use (as defined in Section 2 below), which will materially benefit Owner.

NOW THEREFORE, in consideration of the mutual terms hereof, and the sum of \$10.00 paid by BSW to Owner, Owner and BSW hereby agree as follows:

1. Term. The term of this Agreement shall for be an initial term that expires on March 31, 2025 (the "End Date") BSW shall use good faith efforts to complete the Permitted Use as soon as reasonably possible, subject to delays beyond BSW's control, but in no event later than the End Date, unless the parties agree otherwise in writing. BSW shall notify Owner in writing when the Permitted Use is completed.

2. Use. BSW may use the designated areas of the Property solely for access and for the purposes of performing grant-funded experiments regarding fallowing land and related activities, as described on Exhibit "B", and may use contractors and consultants, which may include Land IQ, LLC, in connection with and to accomplish such use (the "Permitted Use").

3. Indemnity; Insurance. BSW shall defend, indemnify and hold Owner harmless from and against any and all claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and court costs) resulting from or arising out of BSW's use of the Property (including acts of its contractors and consultants on the Property). BSW shall cause Land IQ, LLC to have primary coverage for its activities on the Property and shall also cause Land IQ, LLC to name Owner as additional insured on the liability insurance required of Land IQ, LLC under that certain Borrego Springs Watermaster Professional Services Agreement dated January 23, 2023 between BSW and Land IQ, LLC, and shall cause Land IQ, LLC to deliver evidence thereof, which BSW shall deliver (or Land IQ, LLC may deliver) to Owner within 10 business days of the Effective Date of this Agreement.

4. No Assignment. BSW shall not assign, encumber or otherwise transfer this Agreement without the prior written consent of Owner.

5. BSW Obligation for Property Condition; No Owner Obligation to Re-fallow Property. Just prior to expiration of this Agreement, BSW will remove any and all of its and its contractor's equipment from the Property and will leave the Property in a condition that is reasonably acceptable to Owner, which may include BSW removing experimental habitat,

chipping trees, or other requirements for visual and land use purposes. Further, due to the activities that will or may take place pursuant to this Agreement, BSW expressly agrees that upon June 30, 2025, Owner has met or exceeded the “minimum following standards” as set forth in Exhibit 3 of the Judgment for the Borrego Springs Subbasin entered by the Orange County Superior Court on April 8, 2021, and as such, Owner has the right to transfer corresponding water rights, including baseline pumping allocation (BPA), off the Easement Property without further following or other remediation actions. The foregoing shall survive the expiration of this Agreement.

6. Notices. All notices under this Agreement shall be in writing and shall be delivered by certified mail, with postage prepaid or by reputable overnight messenger for next business day delivery. Until changed by a notice given in accordance with the provisions of this Section, the respective addresses of Owner and BSW for the purpose of receiving notices required or permitted by this Agreement are as follows:

Owner:

Borrego Water District
806 Palm Canyon Drive
Borrego Springs, California 92004
Attn: Geoff Poole, General Manager

BSW:

Borrego Springs Watermaster
c/o West Yost Associates
23692 Bircher Avenue
Lake Forest, CA 92630

Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery or refusal of delivery as shown on the receipt card. If sent by overnight or trackable delivery method via a recognized, national carrier (such as UPS or FedEx), the notice will be deemed given on the date of actual delivery or refusal of deliver as shown by such carrier’s records. Courtesy notice may be delivered via email but will not constitute formal notice under this Agreement.

7. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement between Owner and BSW regarding the specific subject matter hereof.

9. Owner Representations. Owner hereby represents and warrants to BSW that: (i) Owner has no knowledge of any deeds of trust, judgment liens, mechanics liens, tax liens (other than for property taxes and assessments not yet payable) or other liens encumbering the Property; and (ii) Owner has received no notice, and has no knowledge, of the presence of any hazardous materials on or under the Property. The foregoing representations and warranties shall be deemed to be material and shall survive the expiration of this Agreement.

10. Owner Covenant. Owner acknowledges that BSW and its contractors and consultants will expend significant funds to accomplish the Permitted Use; consequently, Owner shall not encumber the Property without obtaining BSW's consent, which BSW will not unreasonably withhold, during the term of this Agreement.

11. BSW Representations and Covenants. BSW and its contractors and consultants, including LandIQ, LLC, will not bring or use hazardous materials on the Property. BSW will immediately notify Owner if it detects or suspects any hazardous materials or environmental issues on the Property, and in such event, will stop work until Owner and BSW determine it is safe to proceed. BSW shall obtain, at its sole cost and expense, prior to entering the Property, all federal, state and local permits, licenses and approvals necessary for the Permitted Use; notice and a copy of which shall be provided to Owner. In carrying out the Permitted Use, BSW shall work only between the hours of 7:00am and 7:00pm and shall use commercially reasonable efforts to minimize noise, dust and other adverse impacts and shall release, indemnify, and defend Owner from any claim or liability arising in connection with such adverse impacts. BSW shall be solely responsible for compliance with all environmental laws and regulations regarding the Permitted Use and the proper handling and disposition of soil, trees, and other materials used or areas disturbed by BSW, and BSW shall fully indemnify and defend Owner from any claim or liability arising from any such requirement. To the extent any portion of the Property is damaged by any of the activities conducted by BSW, BSW shall repair any and all such damage at its sole cost within 30 days, and in any event, before the expiration of the term of this Agreement. For the avoidance of doubt, while BSW and its contractors perform the Permitted Use, temporary conditions on the Property that are consistent with the Permitted Use shall not be considered damage to the Property.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Owner and BSW have executed this Agreement as of the date first written above.

OWNER:

BORREGO WATER DISTRICT

By: _____
Print Name: _____
Title: Vice President

BSW:

BORREGO SPRINGS WATERMASTER

By: _____
Print Name: _____
Title: _____

DRAFT

EXHIBIT "A"

DESCRIPTION OF PROPERTY

(BWD to provide Description of Property before final execution of this Agreement,
which will be consistent with the property description in Exhibit B)

DRAFT

EXHIBIT "B"

DESCRIPTION OF PERMITTED USE(S)

DRAFT

DRAFT BORREGO SPRINGS FARMLAND REHABILITATION - BRUSH FENCE FIELD STUDY DESCRIPTION

DATE: October 5, 2023

INTRODUCTION

The Borrego Subbasin Groundwater Management Plan (GMP) lists several projects and management actions (PMAs) that are intended to support the reduction of groundwater pumping. The GMP recognizes that fallowing of agricultural lands will be a primary tool to reduce groundwater demands. However, there are several adverse impacts that could be associated with land fallowing, including airborne emissions through wind-blown dust, the introduction or spreading of invasive plant species, and changes to the landscape that could adversely affect visual quality.

The Watermaster's Environmental Working Group (EWG) contends that biological restoration of current and future fallowed lands (or abandoned, if fallowed for longer than five years) could be a solution for addressing the potential adverse impacts associated with land fallowing, and could be helpful in protecting human health, the environment, and the socioeconomic wellbeing of the Borrego Springs community during GMP implementation.

The Rehabilitation of Retired Farmland project is implemented by Land IQ and UCI under the supervision of the EWG and under contract with the Watermaster. The specific study described herein aims to explore the feasibility of various biological restoration/rehabilitation techniques.

PROJECT INFORMATION/OBJECTIVES

The goal of this task is to design economical fallowing practices that serve multiple functions including dust control by reducing wind driven erosion, microsites for seed/litter accumulation and conditions beneficial to native plant recruitment such as shading and perches for seed dispersal.

METHODOLOGY

RESEARCH APPROACH AND QUESTIONS

An important goal of the Rehabilitation of Retired Farmland project is to develop fallowing strategies that reduce visual blight and windblown dust events, enhance vegetation establishment and diversity, and utilize dead trees left behind in fallowed areas. The current minimum fallowing standards for Borrego Springs include destroying all tree crops (by chipping or burning) and stabilizing soil by mulching with chips or ash. The goal of this task is to design economical fallowing practices that serve multiple functions including dust control by reducing wind driven erosion, microsites for seed/litter accumulation and conditions beneficial to native plant recruitment such as shading and perches for seed dispersal.

We will conduct a case study that compares potential fallowing treatments including mulching and brush fences at different spatial distances to inform the development of different levels of fallowing best practices. We will measure the relative effectiveness of the treatments across the following categories: 1. Dust control effectiveness; 2. Vegetation establishment and recruitment potential; and 3. Cost.

Through this study, we will address the following questions:

- 1) What are the most effective designs for dust control, recruitment potential, and vegetation establishment?
- 2) How does the cost effectiveness among treatments differ with respect to the cost of materials, labor, and maintenance and the habitat value promoted by the different designs?

Dust control effectiveness will be measured downwind of each treatment using erosion bridges to measure change in soil height. Vegetation establishment and recruitment potential will be measured using a combination of biotic and abiotic structural and functional characteristics in addition to a restoration pilot study where half of the installations in each treatment will be randomly selected to be seeded with native seeds. Costs of construction and maintenance of each treatment will be compared.

We expect plots with brush fence installation to have lower rates of soil wind erosion, and over time, higher indicators of soil stability, more microsites for recruitment, and a higher density and cover of plants in comparison to no action and mulching. We expect the brush fence installation plots to have more enhanced vegetation characteristics because the brush will intercept the wind, allowing for the accumulation of debris and the creation of safe sites for plant recruitment, leading to greater seedling success and survival.

STUDY DESIGN

STUDY LOCATION

This study will take place on two sites: 1) senesced citrus orchard in the northern part of the Borrego Springs Subbasin on an agreed up specific location within the boundaries of the parcel owned by T2 Borrego; and 2) Parcels recently owned by David and William Bauer and currently owned by Borrego Water District. Study site locations are shown in Figure 1.

SITE PREPARATION

To prepare the site, a machine will be used to clear the study site of standing dead and live plant material. This material will be used for the mulch strips and brush fences. The full experimental design will be oriented in the direction of the dominant wind (330°) (Figure 2). The County of San Diego requires a 75-ft buffer around the treatments using trees is.

We recommend that the landowners get a burn permit to burn the remaining biomass not used in the project in burn piles, then spread the ash downwind of the experimental treatments.

STUDY DESIGN

The Task 3 treatments proposed for the study were chosen because of current knowledge about sediment and erosion dynamics in arid environments. Conceptual designs of these treatments are shown in Figures 3 through 6. The experimental and field design was developed in collaboration with David Bauer, using a field construction trial day to ensure feasibility and cost and time efficiency.

The first treatment consists of mulch strips that will represent the minimum following standard practice. The second treatment will emulate desert shrubs by using felled orchard trees scattered throughout the site, while the third treatment involves building tree fences using felled orchard trees. Temporary sand fences will be used in the fourth treatment. It is anticipated that mulch will stabilize soil, but the other treatments will also trap soil and create microsites for seedling establishment.

STUDY INSTALLATION

The experiment will include four treatments: mulch strips, scattered trees, tree fences and temporary sand fence. It is anticipated that David Bauer will assist with study installation, and any remaining activities will be conducted by a contractor.

MONITORING

Once installed, the treatments will be measured for average height, length, and porosity. To measure the effects of the treatments on dust control and recruitment potential, we will establish two downwind gradsects for each treatment and two gradsects within each treatment. Gradsects will be 10 m in length and 10 m apart.

DUST CONTROL EFFECTIVENESS

Erosion bridges will be installed at distances of 1h, 2h and 3h from brush fences and mulch rows, and at set points throughout the control plots. The erosion bridges will be measured periodically to determine changes in soil height due to erosion or deposition in response to the treatment. A soil erosion bridge is a simple, robust, lightweight, and inexpensive device comprising a bar mounted on two stakes. It provides a set point, or datum, against which erosion or build-up of soil can be measured. The erosion bridges will be measured periodically to determine changes in soil height due to erosion or deposition in response to the treatment. This monitoring will likely take place throughout the duration of the study, from summer 2023 to summer 2024.

PLANT COMMUNITY COMPOSITION, LANDSCAPE STRUCTURE, SOIL PROPERTIES, AND SEEDLING ESTABLISHMENT

To understand the effectiveness of each treatment on vegetation establishment and recruitment potential, we will take measurements of the vegetation composition directly and on biotic and abiotic structural and functional properties related to recruitment and establishment success.

UNMANNED AERIAL VEHICLE (UAV) FLIGHTS

Spatial heterogeneity and the percent cover of vegetation and bare ground will also be measured using drones, as described in Task 2. This measurement will likely be most useful to detect change in shrub cover over time periods of years vs months. Flights will take place in spring or summer 2024, and possibly after the experiment is established, summer 2023. Flights will occur during daylight hours when there is little to no wind (likely in the morning) and take about 2-3 hours. All UAV flights will be reviewed and approved by the University of California flight manager to ensure compliance with all laws.

STATISTICAL ANALYSIS

To assess the role of the individual brush fence and mulch row on plant recruitment, we will run linear mixed effects models with richness as a dependent variable, treatment and the presence of seeding as independent variables, and block as a random effect.

To assess the impacts of the brush fences and mulch in the space downwind of the treatment, we will analyze the plant community composition, changes in soil height, landscape structure, and soil properties. We will run linear mixed effects models with dependent variables such as richness, soil height, and soil stability. The independent variable would be treatment and the random effects would be block and gradsects. To assess the impacts of the brush fences and mulch on the immediate vicinity, we will run the same models as described above using the gradsects located within each treatment.

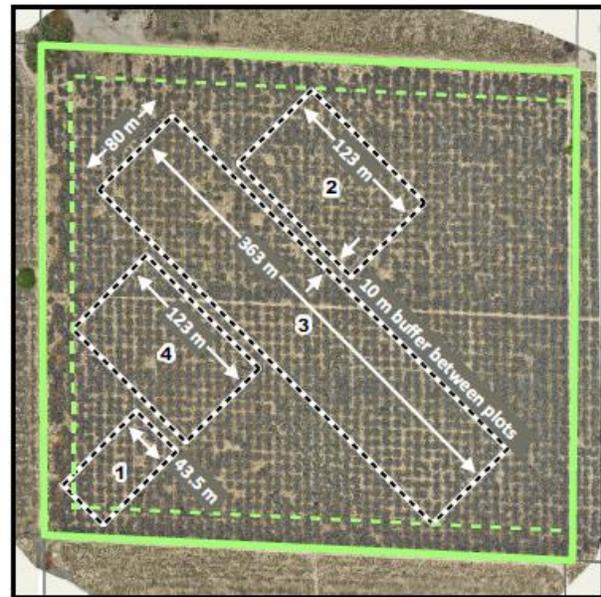
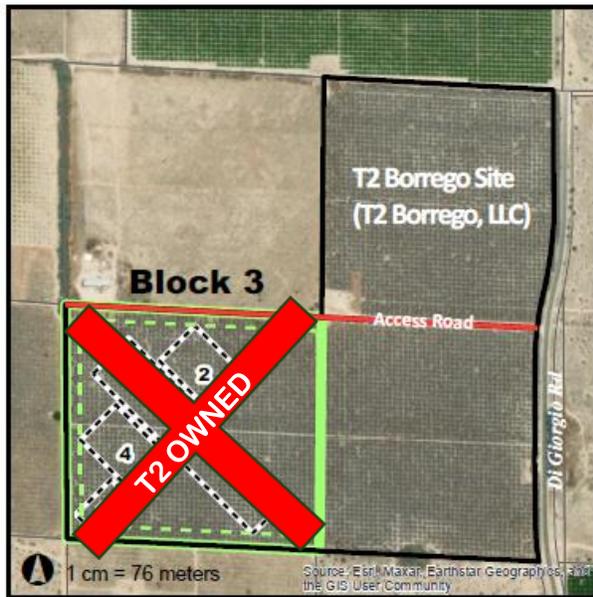
To evaluate the trade-offs between cost and effectiveness of the treatments, we will create a table to compare total costs related to construction and maintenance per unit area of installation and their relative effectiveness in minimizing wind erosion and maximizing vegetation establishment and diversity.



Biological Restoration of Fallowed Lands Project - Brush Pile Sand Fence Study

- Parcels with Landowner Easements to Conduct Study:
 - W. Bauer Citrus Farm | APN 1400-100-800 | 123.5 acres | Fallowed in 2023 | Landowner is Borrego Water District (BWD)
 - T2 Borrego Site | APN 1400-700-200 | 38-acre SW-portion of entire 105-acre parcel | Farming Ended in 2016 | Landowner is T2 Borrego LLC
 - Bauer Family Citrus Farm | APN 1400-701-800 | 38.2 acres | Fallowed in 2023 | Landowner is BWD
- Blocks (Grouping of Treatment Plots in Different Sites)
- Study Buffer Areas

Figure 1. Location of study sites.



Biological Restoration of Fallowed Lands Project: T2 Borrego Site
 Block #3 in Brush Pile Sand Fence Study | 38-acre SW-portion of
 entire 105-acre parcel, APN 1400-700-200

0 40 80 160 240 320 Meters
 The basemap for the map on the right side is a 1.5-cm
 resolution true color UAV orthophoto collected in August 2023.

-  Study Block #3 (38 acres)
-  Project Access Road
-  County Requested 75-ft Buffer to Property Line for Tree Fence/Brush Pile Treatments
-  Experimental Treatment Plots (each treatment has 10 rows/gaps; last gap is 15 m; 10 m buffer between plots)
 1. Mulch Row (80 m x 43.5 m; 1.5 m mulch rows and 1.5 m bare ground gaps)
 2. Scattered Tree (80 m x 123 m; 6 m diameter trees with triangular spacing 13 m on-center, resulting in 7 m bare ground gaps between tree crowns)
 3. Tree Fence (80 m x 363 m; 6 m wide tree fence rows with 5 m wildlife movement space every 30 m, and 32 m bare ground gaps between rows)
 4. Sand Fence (80 m x 123 m; conventional sand fence rows with 12 m bare ground gaps between rows)

Figure 2A. Treatment design – T2 Borrego site with plot dimensions.



Biological Restoration of Fallowed Lands Project - Brush Pile Sand Fence Study

 Experimental Treatment Plots (each treatment has 10 rows/gaps; last gap is 15 m; 10 m buffer between plots)
 1. Mulch Row (80 m x 43.5 m; 1.5 m mulch rows and 1.5 m bare ground gaps)
 2. Scattered Tree (80 m x 123 m; 6 m diameter trees with triangular spacing 13 m on-center, resulting in 7 m bare ground gaps between tree crowns)
 3. Tree Fence (80 m x 363 m; 6 m wide tree fence rows with 5 m wildlife movement space every 30 m, and 32 m bare ground gaps between rows)
 4. Sand Fence (80 m x 123 m; conventional sand fence rows with 12 m bare ground gaps between rows)

 County Requested 75-ft Buffer to Property Line for Tree Fence/Brush Pile Treatments
 Parcels with Landowner Easements
 Blocks (Grouping of Treatment Plots in Different Sites)
 Study Buffer Areas

0 40 80 160 240 320 Meters
Basemap for Block 1, 2 and 3 is 1.5-m resolution true-color UAV orthophoto collected in August 2023. Basemap for Block 4 is ESRI Map Service Aerial.

Figure 2B. Treatment design.

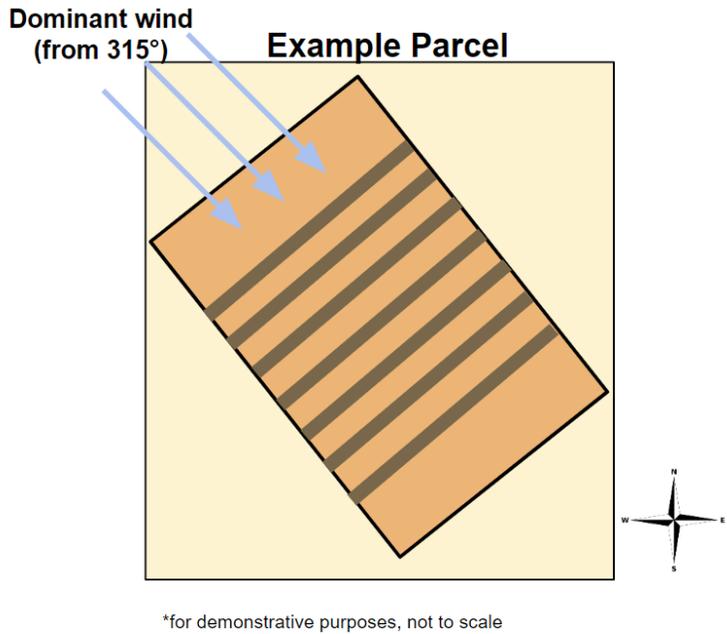


Figure 3. Conceptual representations of treatment 1 (mulch).

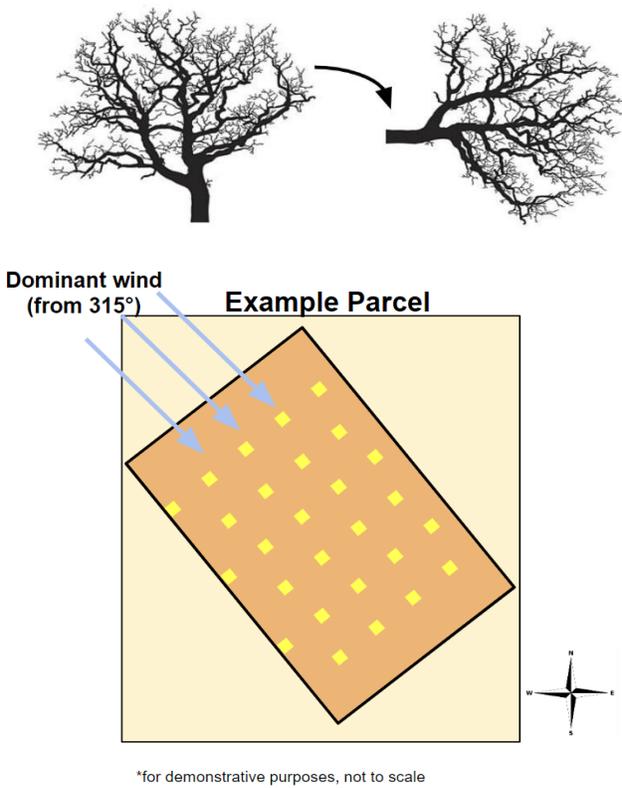
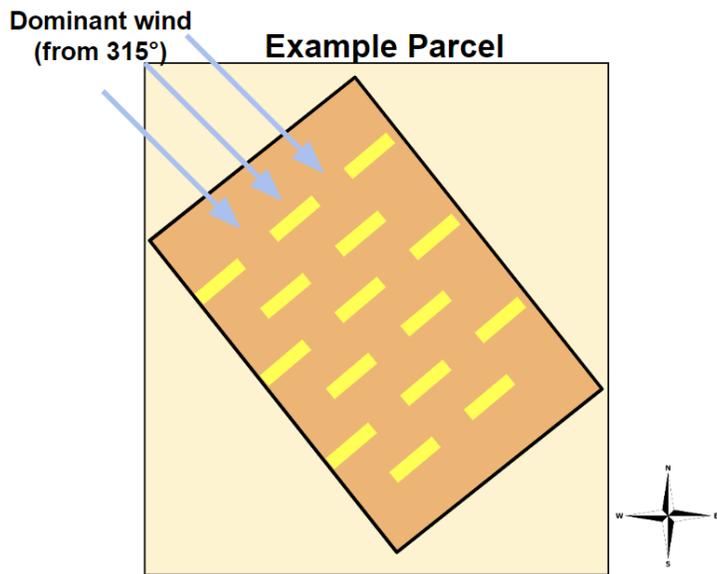
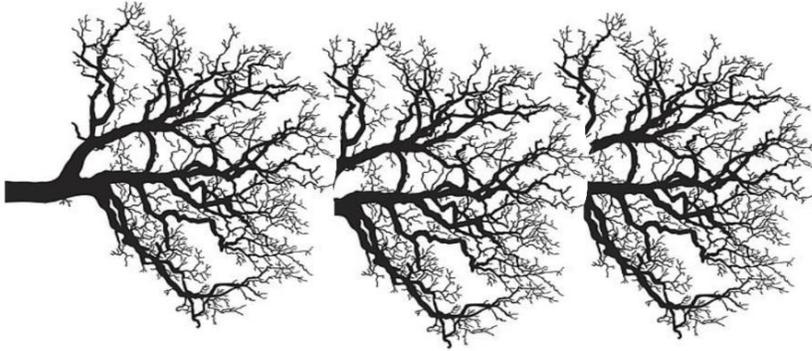


Figure 4. Conceptual representations of treatment 2 (scattered trees).



*for demonstrative purposes, not to scale

Figure 5. Conceptual representations of treatment 3 (tree fences).

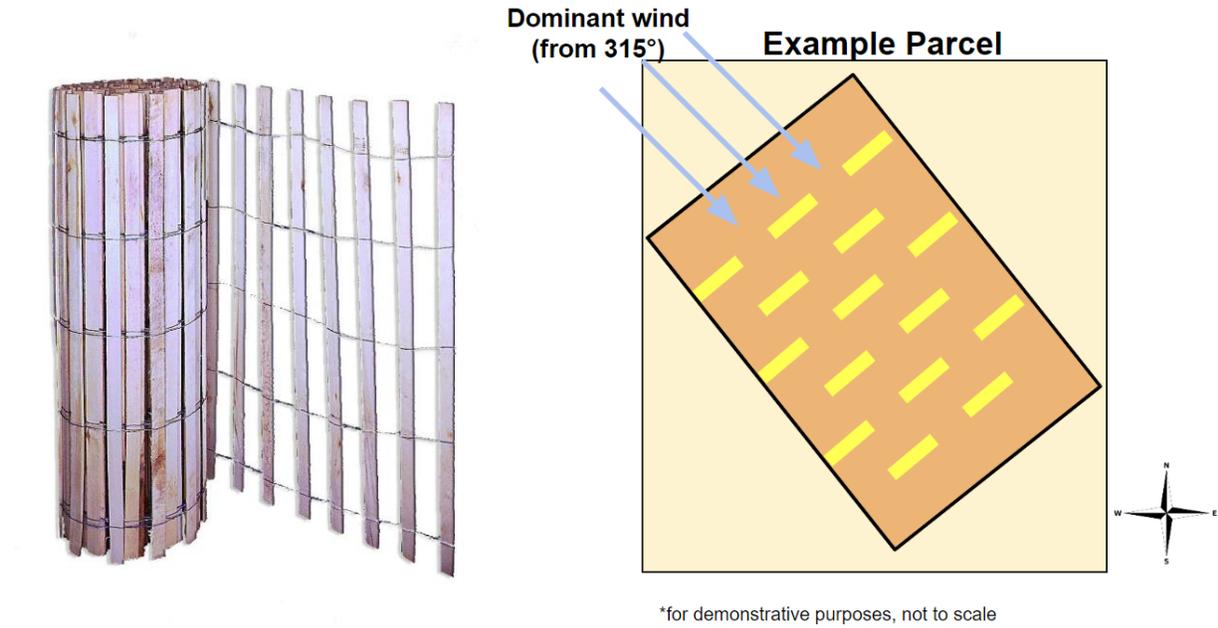


Figure 6. Conceptual representations of treatment 4 (temporary sand fence).

SCHEDULE

A schedule of study permitting and approvals, installation and monitoring is shown in Table 1.

TABLE 1. BRUSH FENCE STUDY SCHEDULE

Activity	2023			2024	
	Summer	Fall	Winter	Spring	Summer
Regulatory review and county approval	X				
Landowner lease agreement and county approval					
Study installation		X			
UAV flight		X			X
Native plant seeding		X			
Field monitoring		X	X	X	X

EXHIBIT "A" to Grant Deed with Water Rights

LEGAL DESCRIPTION

APN 140-010-08-00

Vacant Land on DiGiorgio Road
Borrego Springs, CA
APN; 140-010-08-00

A parcel of land located in the State of California, County of San Diego, with a situs address of DiGiorgio Road, Borrego Springs, California, and being the same property more fully described as the SE 1/4 of N\W 1/4 and South 1/2 of N/E 1/4 in Section 5, Township 10 South, Range 6 East and described in Document No. 1992-0301943 dated April 1992 and recorded May 19, 1992.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 10, 2023
AGENDA ITEM II.B

October 3, 2023

To: Board of Directors

From: Geoff Poole, General Manager & Jessica Clabaugh, Finance Officer

Subject: Updates to LAIF Authorized Individuals

RECOMMENDED ACTION:

Approve Resolution 2023-10-01

ITEM EXPLANATION:

The Local Agency Investment Fund (LAIF) is an investment account held by the Borrego Water District. LAIF requires authorized individuals on the account be authorized thru a Board Resolution. The authorized individuals have not been updated since Jessica was hired in 2020.

Please approve the resolution so that monies can be deposited to or withdrawn from the LAIF account. Currently there are not any plans to deposit or withdraw funds.

FISCAL IMPACT:

None.

ATTACHMENTS:

Resolution 2023-10-01

RESOLUTION NO. 2023-10-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE BORREGO WATER DISTRICT AUTHORIZING
INVESTMENT OF MONIES IN THE LOCAL AGENCY
INVESTMENT FUND**

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the Borrego Water District;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Borrego Water District does hereby authorize the deposit and withdrawal of Borrego Water District monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer’s Office of all banking information provided in that regard:

BE IT FURTHER RESOLVED, that the following Borrego Water District officers holding the title(s) specified herein or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Geoffrey Poole
General Manager

Jessica Clabaugh
Finance Officer

(Signature)

(Signature)

Section 2. This resolution shall remain in full force and effect until rescinded by the Board of Directors of Borrego Water District in San Diego County of State of California on October 10, 2023.

ADOPTED, SIGNED AND APPROVED this 10th day of October, 2023.

Kathy Dice, President of the Board of Directors of
Borrego Water District

ATTEST:

Dave Duncan, Secretary of the Board of Directors of
Borrego Water District

{Seal}

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 10, 2023
AGENDA ITEM II.C

October 5, 2023

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Watermaster Board and Technical Advisory Committee Update - VERBAL

RECOMMENDED ACTION:

Receive update from Representatives

ITEM EXPLANATION:

BWD's Representatives on the Watermaster Board and Technical Advisory Committee will provide a verbal update on their activities.

NEXT STEPS

1. TBD

FISCAL IMPACT

1. TBD

ATTACHMENTS

1. None

