

NORTH YUBA WATER DISTRICT

Zoom

Board Meeting Friday July 24, 2020

@ 10:00am

INDEX

- A. Agenda/Roll Call**
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- H. Grant Agreement Between YWA & NYWD**
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AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE NORTH YUBA WATER DISTRICT

10:00am Friday July 24, 2020

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

**THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCE AT <https://zoom.us/j/97325927866?pwd=YmVMsDhWbGFNUWpZN21kN2Y2VSs2QT09>
OR BY PHONE BY DIALING 1 669 900 6833
Meeting ID: 973 2592 7866 / Passcode: 260530**

PUBLIC PARTICIPATION

AGENDIZED ITEMS – OPPORTUNITY FOR PUBLIC COMMENT ON AGENDIZED ITEMS WILL BE PROVIDED ONLY AT THE TIME THEY ARE ADDRESSED BY THE COMMITTEE OR BOARD.

UNAGENDIZED ITEMS – Opportunity for public comment on any other items of interest within the jurisdiction of the Board will be provided only during the “PUBLIC INPUT” item agendized below specifically for this purpose.

TIME LIMITATIONS – Public comments will be limited to 2 minutes per speaker and 10 minutes for all speakers combined for the agenda item entitled “CONSENT ITEMS”, and 3 minutes per speaker and 10 minutes for all speakers combined for each remaining agenda item (itemized alphabetically). *(All MEMBERS OF THE PUBLIC WILL BE GIVEN THE SAME TIME ALLOTMENT FOR COMMENTS AS NORMALLY ALLOWED FOR MEETINGS SUBJECT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20)*

A. ROLL CALL:

B. PLEDGE OF ALLEGIANCE

C. PUBLIC INPUT: Opportunity for public comment on any **NON-AGENDIZED** items within the jurisdiction of the district Board. However, no action may be taken by the Board on topics or matters presented during this **PUBLIC INPUT** agenda item (**THE PUBLIC MUST ADDRESS THE BOARD ON SPECIFIC AGENDIZED ITEMS ONLY DURING THE BOARD’S CONSIDERATION OF THE ITEM**)

ACTION ITEMS

D. CONSENT ITEMS:

1. Approval of **Minutes for Regular Board Meeting of June 25, 2020**
2. Approval of **Payroll for the Month of June 2020 - \$ 40,721.77**
3. Approval of **Bills for the Month of June 2020 - \$ 79,917.35**
4. **Warrant #52-37240, fund #641, payable to North Yuba Water District, in the amount of \$100,000.00 for Bills and Payroll. Warrant #52-37241, fund #640, payable to North Yuba Water District, in the amount of \$300,000.00 for Oroleve and Service/Supplies**

E. FINANCIAL MANAGER'S REPORT:

1. Review of Cash on Hand and Income Statements for the period ending **June 30, 2020**

F. APPOINTMENT OF DIVISION 2 DIRECTOR: Consider appointment to fill the currently vacant Division 2 Board of Directors seat

G. CHANGE ORDER: For contract with Hansen Brothers related to the Oroleve ditch project.

H. GRANT AGREEMENT BETWEEN: Yuba Water Agency and North Yuba Water District related to the Oroleve Ditch Project

DISCUSSION/REPORTS

I. GENERAL MANAGERS REPORT

1. Operations Memorandum

J. DIRECTORS INPUT:

Directors may make brief announcements or reports for the purpose of providing information to the public or staff, or to schedule a matter for a future meeting. The Board cannot take action on any matter not on the agenda and will refrain from entering into discussion that would constitute action, direction or policy, until the matter is placed on the agenda of a properly publicized and convened Board meeting.

1. Consideration of agenda items for the next meeting. Items must be requested in accordance with the District's *POLICY FOR AGENDIZING ITEMS FOR BOARD MEETINGS.*

K. CLOSED SESSION:

1. Conference with Legal Counsel – Existing Litigation (Government Code section 54956.9)
Name of Case: *Gretchen Flohr v. North Yuba Water District.*, Case No. CVPT 19-00503

L. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, then please contact North Yuba Water District office staff at 530-675-2567 or fax 530-675-0462. Requests must be made as early as possible and at least one-full business day before the start of the meeting.

MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
NORTH YUBA WATER DISTRICT

Held at the District Office – Through Zoom
8691 LaPorte Road, Brownsville

Thursday, June 26, 2020

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT. THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCE AT <https://zoom.us/j/91627661345> OR VIA TELECONFERENCE BY CALLING 669 900 6833, MEETING ID: 916 2766 1345 AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

A. ROLL CALL

President Eric Hansard called the meeting to order at 5:00 PM at the District Office in Brownsville, CA. The General Manager Maupin called the roll.

<i>NAME</i>	<i>PRESENT</i>	<i>ABSENT</i>	<i>VISITORS INCLUDING:</i>
<i>PRESIDENT</i>	Eric Hansard		Charles Sharp
<i>VICE PRESIDENT</i>	Doug Neilson		Alton Wright
<i>DIRECTORS</i>	Gretchen Flohr Gary Hawthorne		Terry Brown Ginger
<i>GENERAL MANAGER</i>	Jeff Maupin		
<i>ATTORNEY</i>	Barbara Brenner		

B. PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by President Hansard.

ACTION ITEMS

C. PUBLIC INPUT:

Opportunity for public comment on any **NON-AGENDIZED** items within the jurisdiction of the district Board. However, no action may be taken by the Board on topics or matters presented during this

PUBLIC INPUT agenda item (**THE PUBLIC MUST ADDRESS THE BOARD ON SPECIFIC AGENDIZED ITEMS ONLY DURING THE BOARD'S CONSIDERATION OF THE ITEM.**)

PUBLIC COMMENT: Members of the public commented on: issues with the ditch at his property, thanked Director Hawthorn for responding, the SF14 gate, congratulations to the Manager and District for passing the Grand Jury Investigation, and also after six weeks we are intermittently without irrigation water,

D. CONSENT ITEMS:

1. Approval of **Minutes for Regular Board Meeting of January 23, 2020.**
2. Approval of **Minutes for Regular Board Meeting of February 22, 2020.**
3. Approval of **Minutes for Special Board Meeting of March 11, 2020.**
4. Approval of **Payroll for the Month of February 2020 - \$32,653.04.**
5. Approval of **Payroll for the Month of March 2020 - \$45,106.81.**
6. Approval of **Payroll for the Month of April 2020 - \$33,699.00.**
7. Approval of **Payroll for the Month of May 2020 - \$32,980.67**
8. Approval of **Bills for the Month of February 2020 - \$87,277.36.**
9. Approval of **Bills for the Month of March 2020 - \$103,387.39**
10. Approval of **Bills for the Month of April 2020 - \$99,363.29.**
11. Approval of **Bills for the Month of May 2020 - \$105,364.96.**

Director Hawthorne made a motion that the Board approve Consent Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11. Vice President Nielson seconded the motion. The motion passed with a majority vote with Director Flohr voting no.

Director Hawthorne and Vice President Neilson will send minor grammar corrections to the Recording Secretary for correction.

E. FINANCIAL MANAGER'S REPORT

1. Review of Cash on Hand and Income Statements for the period ending May 31, 2020.

Financial Manager, Heidi Naether, reviewed Cash on Hand and Income Statements for the period ending **May 31, 2020.**

As of May 31, 2020, total cash in all accounts including reserves was \$5,042,122.84. Total income for the fiscal year to date (July 1, 2019 to May 31, 2020) was \$1,713,973.33. Total expenses were \$1,580,734.24 leaving a net income of \$133,239.09.

Director Hawthorne made a motion that the Board approve the Financial Manager's report as presented. Vice President Neilson seconded the motion.

PUBLIC COMMENT:

Public Comment was given. Members of the public made comments on the budget and the Districts public relations firm.

The motion passed with a majority vote with Director Flohr voting no.

F. **ANNUAL AUDIT REPORT for 2018/2019**: John Blomberg, of Blomberg & Griffin presented the 2018/2019 Audit Report.

Mr. Blomberg presented the full Audit Report to the Board. After review, Mr. Blomberg suggested that the Board update page 15 in regards to restricted cash and corresponding restricted reserves to change the reserve requirements which would reflect the loan that was paid off. The accounts are no longer needed.

Director Flohr discussed power revenue and how it is listed in the report. Mr. Blomberg stated that it could be split out per year, it would be for the Board to discuss.

Mr. Blomberg's report stated that the results of the tests disclosed no instances of noncompliance or other matter that is required to be reported under Government Auditing Standards and that this report is intended solely for the information and use of management, Board of Directors, others within the entity, County/State auditor/controller and is not intended to be and should not be used by anyone other than these specified parties.

Director Hawthorne made a motion that the Board accept the Annual Audit Report for 2018/2019 presented by John Blomberg. President Hansard seconded the motion.

PUBLIC COMMENT: None

The motion passed with a majority vote with Director Flohr abstaining.

G. **BUDGET 2020-2021**

President Hansard made a motion that the Board accept the Budget of 2020-2021. Director Hawthorne seconded the motion.

Director Hawthorne and President Hansard stated that questions that they had regarding the budget had been answered by the office. President Hansard asked about T&D in salaries and benefit which ties into transmission and distribution which is the labor involved in the transmission of the water. Director Flohr questioned who developed the budget and why there was not a workshop. Questions asked by Director Flohr included: under regulator, what certifications are required, under the South Feather Water Agreement what is outside services. Due to an unstable connection Heidi was having difficulty responding. She explained regulator is determined by job such as checking fire extinguishers, employees time is documented accordingly. Outside services has to do with certifications and seminars for employees for training. Director Flohr also asked about the Forebstown Canal salaries and benefits. General Manger Maupin explained that all employee's times were broken down into Budget categories. Questions continued regarding South Feather Power Generation revenue which Vice President Neilson discussed the 2013 second amendment to the 2005 agreement which describes the payments. Director Flohr suggested that the payment be re-categorized as a guaranteed power revenue payment. The Board disagreed and suggested she review the contract. Due to the poor internet connection Director Flohr's questions would be taken down and given to Heidi to be answered later.

PUBLIC INPUT: Members of the Public wanted to clarify how the questions were asked by the Directors regarding the budget. President Hansard responded that when the Board packets are received calls to the financial manager are made over the phone. Regular meetings are scheduled and special meetings can be called by the Board. Also stated by the public was concern regarding the Budget in the red, the treatment of Director Flohr and tracking employee's time.

The motion passed with a majority vote with Director Flohr voting no.

H. RESOLUTION # 20-746: Resolution of the North Yuba Water District Board of Directors revising the regular meeting schedule.

The Board discussed changing the regular scheduled board meeting to the 4th Friday of the month at 10:00 am Director Hawthorn stated that it works for his schedule. Vice President Neilson checked with several government agencies and the majority are held in the mornings. Director Flohr stated that she felt it would not be condusive. She stated she had a full time job.

President Hansard made a motion to approve Resolution #20-746 to change the regular scheduled meeting to the 4th Friday of the month. Director Hawthorne seconded the motion.

PUBLIC INPUT:

Public comment was given: Members of the Public commented on making the meeting the most convenient to the customers, applauded the Board for fiscal responsibility, having the meeting in the morning will benefit seniors and allow for more attendees, continue zoom meetings to extend and allow full participation to occur.

The motion passed with a unanimous vote.

DISCUSSION/REPORTS

I. GENERAL MANAGERS REPORT:

1. Operations Memorandum Provided by General Manager Maupin.

General Manager Maupin reported that irrigation is continuing on and voluntary cutbacks have been requested due to Dry Creek diminishing. Next week may be the next round of cutbacks. The Prop 1 funds from the State for the Forbestown Ditch engineering extension of time was received.

Director Hawthorne asked about the emergency phone number. The General Manger explained that customers can call into the main line and leave a message on the voicemail. Personnel will check the messages in a timely manner.

President Hansard made a motion to accept the General Manager's report. Director Hawthorne seconded the motion.

PUBLIC COMMENT:

Public comment was given: A Member of the Public commented on requesting South Feather to open the valve.

J. DIRECTORS INPUT:

Director Flohr discussed the upcoming tour of South Feather and requested the Board to attend. Director Flohr requested that the items in K be switched to allow her to go first. All were in agreement.

PUBLIC COMMENT: None

K. CLOSED SESSION:

1. Conference with Legal Counsel – Existing Litigation (Government Code section 54956.9) Name of Case: Charles Sharp v. North Yuba Water District, et al. (Yuba County Superior Court case no. /Case No. CVPT 20- 00386.

2. Conference with Legal Counsel – Existing Litigation (Government Code section 54956.9) Name of Case: Gretchen Flohr v. North Yuba Water District/Case No. CVPT 19-00503

PUBLIC INPUT: None

THE BOARD ENTERED CLOSED SESSION TO DISCUSS ITEM K AT 6:42 PM

BACK IN SESSION AT 7:20 PM

The Board had no reportable action.

President Hansard turned the meeting over to the District's Legal Counsel. Barbara Brenner stated this is the only report out of closed session. Director Flohr indicated she has been recording the Zoom meetings and mistakenly kept recording during closed session, which caused some concern. While we talked about the second closed session Director Flohr looked at her Zoom account and has found the two meetings she thought was recorded have not been recorded on her system. We will do more investigation into that to make sure there is no recording of the closed session by Director Flohr. If we do find it, that recording will be deleted in full. No portion of today's meeting recording will be provided to anybody and it will be deleted if we find it.

Districts Legal Counsel, Barbara Brenner asked Director Flohr if the reporting was satisfactory. Director Flohr replied yes, that was fine.

L. ADJOURNMENT:

There being no further business to discuss, Director Hawthorne made a motion that the Board adjourn. President Hansard seconded the motion. The motion passed with a unanimous vote. Director Flohr was in attendance.

The meeting was adjourned at 7:23 p.m.

Respectfully Submitted,

Catherine L. Fonseca, Recording Secretary

North Yuba Water District
Monthly Net Payroll Report
June 2020

TOTAL MONTHLY NET PAYROLL FOR THE MONTH OF JUNE, 2020

TOTAL JUNE, 2020 \$ 40,721.77

North Yuba Water District Monthly Check Listing June 2020

1000A - Cash - GC Separate Accounts	Type	Date	Num	Name	Amount
Paypal					
PayPal Fees	Check	06/30/2020	FEES	PayPal	-81.09
Total Paypal					-81.09
11001 - Rabobank Checking					
Employee Paid Insurance	Liability Check	06/02/2020	23697	AFLAC	-274.00
Phone Service	Bill Pmt -Check	06/02/2020	23698	CALNET3	-240.11
Oregon Peak Monthly Rent	Bill Pmt -Check	06/02/2020	23699	ComSites West	-437.00
IT Services - GIS Support	Bill Pmt -Check	06/02/2020	23700	County of Yuba-Administrative Services	-3,618.75
Off Road DMV Fees	Bill Pmt -Check	06/02/2020	23701	DMV Renewal	-52.00
Alarm Service	Bill Pmt -Check	06/02/2020	23702	Golden Bear Alarms	-87.00
Employee Retirement	Bill Pmt -Check	06/02/2020	23703	LIU of NA Nat'l Pension Fund	-3,595.50
WTP Chemicals	Bill Pmt -Check	06/02/2020	23704	NTU Technologies Inc.	-1,635.20
Electricity	Bill Pmt -Check	06/02/2020	23705	Pacific Gas & Electric	-3,298.07
PO Box Rent 12 Month	Bill Pmt -Check	06/02/2020	23706	Postmaster	-120.00
Fuel, Diesel	Bill Pmt -Check	06/02/2020	23707	Ramos Oil Company Inc.	-1,658.38
Plastic, Cleaning Wipes, Paint, Wafer Box, Tie Downs, Liquid Wrench, Bucket	Bill Pmt -Check	06/02/2020	23708	Ray's General Hardware	-664.88
Cellphone Service	Bill Pmt -Check	06/02/2020	23709	VERIZON WIRELESS	-214.39
Diesel Additive	Bill Pmt -Check	06/02/2020	23710	Ramos Oil Company Inc.	-40.13
Domestic Customer Deposit Refund	Check	06/02/2020	23711	Culbertson, Brian	-98.00
Credit Care Fees	Check	06/02/2020	GLOBPAY	Merchant Services	-196.05
Direct Deposit Fees	Liability Check	06/03/2020	DirD	QuickBooks Payroll Service	-14.00
Employee Retirement	Liability Check	06/04/2020	23721	ICMA Retirement Trust - 457	-1,081.31
Domestic Customer Deposit Refund	Check	06/04/2020	23722	Powell, Lloyd	-112.17
State Payroll Taxes	Liability Check	06/04/2020	E-pay	EDD	-764.70
Federal Payroll Taxes	Liability Check	06/04/2020	E-pay	United States Treasury	-5,150.68
Health Insurance	Bill Pmt -Check	06/08/2020	23723	ACWA/JT Powers Ins Authority	-15,661.12
Cylinder Rental	Bill Pmt -Check	06/08/2020	23724	Airgas	-68.76
Tank Rental	Bill Pmt -Check	06/08/2020	23725	Brown's Gas Co.	-72.00
Pest Control	Bill Pmt -Check	06/08/2020	23726	CAL KING PEST CONTROL	-137.00
Phone Service	Bill Pmt -Check	06/08/2020	23727	CALNET3	-53.92
Water Testing	Bill Pmt -Check	06/08/2020	23728	Cranmer Engineering Inc	-309.00
Meter Boxes	Bill Pmt -Check	06/08/2020	23729	Ferguson Enterprises Inc	-194.85

North Yuba Water District Monthly Check Listing June 2020

	Type	Date	Num	Name	Amount
Meters	Bill Pmt -Check	06/08/2020	23730	Golden State Flow Measurement, Inc.	-296.13
Postage Meter Lease	Bill Pmt -Check	06/08/2020	23731	Pitney Bowes	-405.84
Legal	Bill Pmt -Check	06/11/2020	23732	Kenny & Norrine	-1,105.00
Copy Paper, Data Cards, Data Sticks, Toilet Tissue	Bill Pmt -Check	06/11/2020	23733	Quill Corporation	-264.09
Trash Pick-up	Bill Pmt -Check	06/11/2020	23734	Recology - Yuba Sutter	-60.13
Cellphone Service	Bill Pmt -Check	06/11/2020	23735	VERIZON WIRELESS	-70.91
Direct Deposit Fees	Liability Check	06/17/2020	DirD	QuickBooks Payroll Service	-17.50
Employee Paid Union Dues	Liability Check	06/18/2020	23752	UPEC	-332.50
Employee Retirement	Liability Check	06/18/2020	23753	ICMA Retirement Trust - 457	-1,081.31
Newspaper-26 weeks	Bill Pmt -Check	06/18/2020	23754	Appeal Democrat	-131.99
Vision Insurance	Bill Pmt -Check	06/18/2020	23755	MesVision	-160.00
Public Outreach	Bill Pmt -Check	06/18/2020	23756	Smart Marketing & Printing	-425.00
Copier Lease	Bill Pmt -Check	06/18/2020	23757	Xerox Financial Services	-143.82
State Payroll Taxes	Liability Check	06/18/2020	E-pay	EDD	-917.95
Federal Payroll Taxes	Liability Check	06/18/2020	E-pay	United States Treasury	-6,634.44
State Payroll Taxes	Liability Check	06/18/2020	E-pay	EDD	-8.40
Federal Payroll Taxes	Liability Check	06/18/2020	E-pay	United States Treasury	-2.40
Towing Service	Bill Pmt -Check	06/29/2020	23758	B AND K TOWING	-355.00
Legal	Bill Pmt -Check	06/29/2020	23759	Churchwell White, LLP	-15,484.70
Copier Agreement	Bill Pmt -Check	06/29/2020	23760	Inland Business Machines Inc.	-207.52
De-Annexation Survey Documents	Bill Pmt -Check	06/29/2020	23761	MHM Incorporated	-3,840.00
FT Ditch Grant, Public Records Request, Oroleve Creek	Bill Pmt -Check	06/29/2020	23762	NORTHSTAR	-6,325.00
Postage, Trash Drop Off Fees	Bill Pmt -Check	06/29/2020	23763	Petty Cash	-33.00
Dental Insurance	Bill Pmt -Check	06/29/2020	23764	Premier Access Insurance Co.	-1,014.96
Digital Path, Hughes Internet, Driver Support, Adobe, Meals, Winzip GPS Support, ATT Data Plan, Airfilters, Masks, DOT Registration Fee, Carwash	Bill Pmt -Check	06/30/2020	23784	Mechanics Bank	-665.53
Domestic Customer Deposit Refund	Check	06/30/2020	23785	Shannon Enea	-4.17
Total 11001 · Rabobank Checking					-79,836.26
Total 1000A · Cash - GC · Seperate Accounts					-79,917.35
TOTAL					-79,917.35

North Yuba Water District Profit & Loss Budget Performance July 2019 - June 2020

	Jul '19 - Jun 20	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense					
Income					
4000A · Irrigation	37,466.01	18,961.49	18,504.52	197.59%	18,961.49
4050A · Domestic	241,601.62	241,843.03	-241.41	99.9%	241,843.03
4100.10 · Power Revenue SFPP	709,000.00	709,000.00	0.00	100.0%	709,000.00
4200.10 · Yuba City-Water Sales	381,240.00	364,815.00	16,425.00	104.5%	364,815.00
4215.13 · Other Revenue	91,282.96	2,661.00	88,621.96	3,430.4%	2,661.00
4250.10 · Taxes - General	224,991.16	218,919.78	6,071.38	102.77%	218,919.78
4250D · Taxes - Domestic	59,350.35	54,530.82	4,819.53	108.84%	54,530.82
4250I · Taxes - Irrigation	87,223.77	87,523.16	-299.39	99.66%	87,523.16
4300A · Interest	89,597.45	40,000.00	49,597.45	223.99%	40,000.00
Total Income	1,921,753.32	1,738,254.28	183,499.04	110.56%	1,738,254.28
Gross Profit	1,921,753.32	1,738,254.28	183,499.04	110.56%	1,738,254.28
Expense					
5050.69 · 2005 Agreement SFWP/INYWD	285,267.16	298,942.32	-13,675.16	95.43%	298,942.32
5100.00 · WTP	195,924.77	190,568.28	5,356.49	102.81%	190,568.28
5200.00 · T&D Irrigation	114,923.44	102,277.98	12,645.46	112.36%	102,277.98
5251 · T&D Domestic	178,462.45	171,921.38	6,541.07	103.81%	171,921.38
5400 · Board of Dir	7,798.90	12,806.13	-5,007.23	60.9%	12,806.13
5500 · Admin	664,245.11	642,921.03	21,324.08	103.32%	642,921.03
5500U · Admin-Utilities	24,525.27	23,914.91	610.36	102.55%	23,914.91
5600R · Regulator Driven	111,913.04	127,959.75	-16,046.71	87.46%	127,959.75
5700 · General	96,563.68	123,962.81	-27,399.13	77.9%	123,962.81
5700F · Fuel	18,723.63	19,770.91	-1,047.28	94.7%	19,770.91
5800 · OSHA/Safety	6,588.63	14,261.89	-7,673.26	46.2%	14,261.89
Total Expense	1,704,936.08	1,729,307.39	-24,371.31	98.59%	1,729,307.39
Net Ordinary Income	216,817.24	8,946.89	207,870.35	2,423.38%	8,946.89
Net Income	216,817.24	8,946.89	207,870.35	2,423.38%	8,946.89
Community Outreach (From Reserves)	0.00	20,000.00	0.00	0.0%	20,000.00

North Yuba Water District
Statement of Cash Flows
June 2020

Jun 20

	<u>Jun 20</u>
OPERATING ACTIVITIES	
Net Income	83,578.15
Adjustments to reconcile Net Income to net cash provided by operations:	
1200A · Accounts Receivable:1200.50 · Accounts Receivable Module	-178.40
A/R:A/R Domestic Water	-1,182.96
A/R:A/R Irrigation	-1,340.02
1300.00 · Inventory-001	-499.96
1400.03 · Prepaid Worker's Comp Insurance	2,169.11
2000.00 · Accounts Payable	8,686.31
2250.10 · Deposits-Customers	64.00
Net cash provided by Operating Activities	<u>91,296.23</u>
FT Ditch Grant, Oroleve FT Ditch, IT Services:	
FT Ditch Grant	-5,275.00
Oroleve FT Ditch	-1,050.00
IT Services - GIS Support for Boundary Change	-75.00
Net cash FT Ditch Grant, Oroleve FT Ditch, IT Services:	<u>-6,400.00</u>
Net cash increase for period	84,896.23
Cash at beginning of period	5,042,122.84
Cash at end of period	<u><u>5,127,019.07</u></u>

North Yuba Water District

Cash In Accounts prior Month Comparison

June 2020 compared to May 2020

	06/30/2020	05/31/2020	
	Amount	Amount	Increase/Decrease
Mechanics Bank Checking	\$179,835.17	\$94,537.63	\$85,297.54
Savings Money Market Account (Mechanics Bank)	\$111,334.55	\$111,327.23	\$7.32
PayPal Account	\$1,461.52	\$1,895.83	(\$434.31)
Petty & Register Cash	\$830.00	\$830.00	\$0.00
YC Treas Fund #637 (Gen Dist)	\$422,508.08	\$422,508.08	\$0.00
YC Treas Fund #641 (ID #1)	\$338,135.71	\$338,135.71	\$0.00
YC Treas Fund #642 (ID #2)	\$210,816.42	\$210,816.42	\$0.00
YC Treas Fund #639 (Fac Fee Domestic)	\$7,345.37	\$7,345.37	\$0.00
YC Treas Fund #640 (Savings)	\$2,515,455.41	\$2,515,455.41	\$0.00
YC Treas Fund #644 (Equip Res)	\$2,990.98	\$2,990.98	\$0.00
YC Treas Fund #646 (ID #6)	\$11,358.95	\$11,358.95	\$0.00
YC Treas Fund #647 (Annex Irr)	\$11.36	\$11.36	\$0.00
YC Treas Fund #648 (Annex Dom)	\$88.06	\$88.06	\$0.00
YC Treas Fund #649 (Off Equip Res)	\$5,463.23	\$5,463.23	\$0.00
YC Treas Fund #650 (Reserve)	\$867,523.45	\$867,523.45	\$0.00
YC Treas Fund #393 (Trmt Plnt)	\$2,730.28	\$2,730.28	\$0.00
Total Cash on Hand	\$4,677,888.54	\$4,593,017.99	\$84,870.55
Reserve Accounts			
Reserve Savings Money Market (Mechanics Bank)	\$96,211.11	\$96,207.16	\$3.95
CIP Money Market Account (Mechanics Bank)	\$184,008.10	\$183,996.00	\$12.10
Total in Reserve	\$280,219.21	\$280,203.16	\$16.05
Total in All Accounts not including FT Tank and YC Water Sale Account	\$4,958,107.75	\$4,873,221.15	\$84,886.60
FT Tank Money Market Account (Mechanics Bank)	\$108,990.60	\$108,983.43	\$7.17
YC Water sale Account (Mechanics Bank)	\$59,920.72	\$59,918.26	\$2.46
Total in All Accounts	\$5,127,019.07	\$5,042,122.84	\$84,896.23

North Yuba Water District

2019-20 EXPENSES OUT OF RESERVES (July 2019 - June 2020)

MEMO	DATE	AMOUNT
Air Compressor	July 2019	\$5,258.97
DWR Grant	October 2019 - June 2020	\$5,245.00
USBR Grant	October 2019 - June 2020	\$2,523.75
Oroleve FT Ditch Grant	October 2019 - June 2020	\$5,886.25
Laptop	October 2019 - June 2020	\$4,605.92
Storage Systems & Toolbox	October 2019 - June 2020	\$2,791.74
Weedeater Combo's	October 2019 - June 2020	\$2,028.99
Utility Trailer	October 2019 - June 2020	\$911.59
Waterworks Wrench Set	October 2019 - June 2020	\$1,000.40
Office Bldg Repairs, Painting, Roof and Gutters	October 2019 - June 2020	\$41,081.39
Boundary Change: IT Services - GIS Support	January 2020 - June 2020	\$30,597.50
Portable Air Compressor, Generator, Plasma Torch and Welder	March 2020	\$10,294.07
TOTAL		\$112,225.57

2017-2020 FT DITCH (Prop 1 Grant)

NorthStar FT Ditch Billing	May 2017 - June 2020	\$434,766.50
FT Ditch Prop 1 Grant Reimbursement	April 2018 - June 2020	-\$375,002.00
CURRENT FT DITCH BILLING REMAINING TO BE REIMBURSED:		\$59,764.50

North Yuba Water District

PROJECT NAME:

Appoint a Director to the vacant District 2 seat on the Board of Directors

DESCRIPTION:

On May 20, 2020, the General Manager received Director Terry Brown's letter of resignation. On June 4, 2020, the Board of Directors ("Board") accepted Director Brown's resignation and instructed the General Manager to notify the County and advertise the vacancy as required under Government Code section 1780.

The General Manager advertised the position beginning on July 7, 2020 and received letters of interest from [REDACTED]. The Board is asked to review the letters of interest and appoint an individual to the vacant District 2 seat for the rest of Director Brown's term which expires at the end of this year.

COST:

There is no cost to the District in appointing a Director to fill the empty seat.

SOURCE OF FUNDING:

N/A

ACTION:

Adopt a resolution appointing a new Director to the vacant District 2 seat on the Board of Directors.

NOTICE OF VACANCY

**BOARD OF DIRECTORS
NORTH YUBA WATER DISTRICT
8691 LA PORTE ROAD
BROWNSVILLE, CALIFORNIA**

NOTICE IS HEREBY GIVEN that the North Yuba Water District (“District”) has one (1) vacancy on its Board of Directors (“Board”), Division 2.

In accordance with California Government Code section 1780, the Board intends to fill the vacancy by appointment.

The person appointed to fill this vacant Board position will serve through December 2020, with the election for this position occurring in November 2020. In order to qualify for a position on the Board, the applicant must reside within the District Division 2.

ALL INTERESTED PARTIES are invited to apply for this position, please submit a letter of interest to the District at one of the addresses shown below. Please include your name, address, phone number, and email address (if available).

Mail:
Board Vacancy
North Yuba Water District
PO Box 299
Brownsville, California 95919

Email:
jmaupin@nywd.org

Letters of interest must be received at the District office no later than 4:00pm on July 22, 2020

Appointment to elective office will be made during a Regular Meeting of the Board of Directors scheduled for July 24, 2020 at 10:00am, at the District office/to be held via teleconference in accordance with Executive Order N-29-20, issued by Governor Newsom on March 17, 2020. The appointed director may be sworn in and seated at that meeting, or at a time after the meeting at the Discretion of the Board.

If you have any questions, please contact the General Manager at (530) 675-2567.

RESOLUTION NO. 20-747
A RESOLUTION OF THE NORTH YUBA WATER DISTRICT BOARD OF DIRECTORS APPOINTING A CANDIDATE TO FILL THE DISTRICT 2 VACANT SEAT ON THE BOARD OF DIRECTORS

WHEREAS, Director Terry Brown submitted his resignation from District 2 of the North Yuba Water District (“District”) Board of Directors (“Board”) on May 20, 2020; and

WHEREAS, the Board accepted Director Brown’s resignation on June 4, 2020; and

WHEREAS, Director Brown’s term was to continue through the 2020 General Election in November 2020; and

WHEREAS, as required by Water Code section 30504 and Government Code section 1780, the District notified the county elections official of the vacancy on June 4, 2020, within 15 days of the Board’s notice of Director Brown’s resignation; and

WHEREAS, Government Code section 1780 allows the remaining Board members to either appoint or call an election to fill the vacancy; and

WHEREAS, on June 25, 2020, the Board directed the General Manager to proceed with the legally required process to appoint a new Director for District 2; and

WHEREAS, notice of the vacancy was posted and provided to interested parties beginning on June 7, 2020; and

WHEREAS, the District received letters of interest from _____; and

WHEREAS, the Board has reviewed the letters of interest and seeks to appoint an individual to the vacant District 2 seat on the Board of Directors as required under Government Code section 1780.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTH YUBA WATER DISTRICT BOARD OF DIRECTORS that _____ is appointed to the vacant District 2 seat on the Board of Directors to serve the remainder of the current term.

PASSED AND ADOPTED by the Board of Directors of the North Yuba Water District at a meeting of said Board held on the ___ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Attest: _____
Jeff Maupin, General Manger/ex officio
Secretary

_____, President of the Board

North Yuba Water District

PROJECT NAME: CHANGE ORDER: For contract with Hansen Brothers related to the Oroleve ditch project.

DESCRIPTION: The attorney for Soper Wheeler Company volunteered to remove the existing tree's within the construction zone and have them hauled to the mill to pay for their time and salvage crew. Before the work began, Soper Wheeler Company was sold, which left us to complete this portion of the project.

COST: \$56,620.00

SOURCE OF FUNDING: Grant / Reserves

ACTION: Review and approve

HBE JOB # 2000157

HANSEN BROS. ENTERPRISES
CSL 207705
P.O. BOX 1599, GRASS VALLEY, CA 95945
TEL: (530) 273-3381 FAX: (530) 273-4396

CHANGE ORDER FORM

CHANGE ORDER #: 1

LOCATION: oreleve ditch

CHANGE ORDER DATE: 6/15/2020

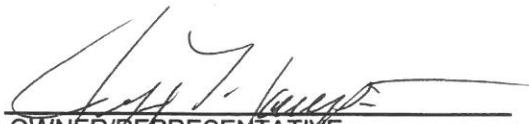
OWNER: north yuba water district

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
<u>cut down and offhaul trees along ditch path,collect</u>	<u>1 LS</u>	<u>56,620.00</u>	<u>56620.00</u>
<u>brush and chip onsite, grind stumps to grade.</u>			<u>0.00</u>
<u>contract days not to start till hansen bros is onsite within seven days of clearing completion</u>			<u>0.00</u>
			<u>0.00</u>
			<u>0.00</u>
			<u>0.00</u>
			<u>0.00</u>
			<u>0.00</u>
			<u>0.00</u>

ADD 20.00 DAYS TO CONTRACT.

CHANGE ORDER TOTAL\$ 56,620.00

ALL TERMS, CONDITIONS, NOTES AND EXCLUSIONS OF ORIGINAL CONTRACT APPLY TO CHANGE ORDER WORK.
IF ACCEPTED, PLEASE SIGN BELOW SO WORK MAY BE SCHEDULED.



 OWNER/REPRESENTATIVE
6/16/2020

 DATE

Derek Hiatt

 HANSEN BROS. ENTERPRISES

 6/15/2020

 DATE

North Yuba Water District

PROJECT NAME:

Authorize the General Manager to Execute an Agreement with the Yuba County Water Agency for a grant related to the Oroleve Ditch Project

DESCRIPTION:

The General Manager is authorized to seek grant funding for North Yuba Water District ("District") projects. The District has been in the process of implementing the Oroleve Ditch piping project ("Project"). To fund the Project, the General Manager sought grant funding from the Yuba County Water Agency. A grant in the amount of not to exceed \$480,000 has been awarded to the District. To secure the funding, the General Manager must execute an agreement with the Yuba County Water Agency. The Board of Directors is asked to authorize the General Manager to execute the agreement and any further necessary and proper documents to secure the grant funding.

COST:

There is no cost to the District to execute the agreement.

SOURCE OF FUNDING:

N/A

ACTION:

Adopt a resolution execute the grant agreement with Yuba County Water Agency.

RESOLUTION NO. 20-748
A RESOLUTION OF THE NORTH YUBA WATER DISTRICT BOARD OF DIRECTORS AUTHORIZING THE GENERAL MANAGER TO EXECUTE A GRANT AGREEMENT WITH YUBA COUNTY WATER AGENCY FOR WORK RELATED TO THE OROLEVE DITCH PIPING PROJECT

WHEREAS, the Oroleve Ditch is an earthen ditch that the North Yuba Water District (“District”) uses to convey water;

WHEREAS, the District seeks to improve the existing Oroleve Ditch water conveyance system, increase its efficiency by reducing water loss, and minimize environmental contamination (the “Project”);

WHEREAS, the General Manager has sought grant funding to complete the Project;

WHEREAS, the General Manager has received notice that the District has been awarded a grant in the amount of not to exceed \$480,000 from the Yuba County Water Agency; and

WHEREAS, in order to successfully secure the grant funding the District must execute an agreement with the Yuba County Water Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTH YUBA WATER DISTRICT BOARD OF DIRECTORS as follows:

SECTION 1: Approval of Contract. The Board of Directors hereby approves the grant agreement with the Yuba County Water Agency.

SECTION 2: Authorization of General Manager. The General Manager is authorized to execute the grant agreement with Yuba County Water Agency in the amount of not to exceed \$480,000.00 for the improvement of the Oroleve Ditch project and provide and execute any other additional document necessary and proper to secure the grant funding from the Yuba County Water Agency.

PASSED AND ADOPTED by the Board of Directors of the North Yuba Water District at a meeting of said Board held on the 24th day of July, 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Attest:

Jeffrey Maupin, General Manger/ex officio
Secretary

Eric Hansard, President of the Board

**GRANT AGREEMENT between
YUBA COUNTY WATER AGENCY and NORTH YUBA WATER DISTRICT**

This agreement is made this 7th day of July, 2020 by and between the Yuba County Water Agency, a public agency ("Agency"), and the North Yuba Water District ("Grantee"), who agree as follows:

1. **Grant.** The Agency agrees to provide grant funds to the Grantee in a sum not to exceed \$480,000, subject to the terms of this Agreement. The grant shall be used by the Grantee for completion of Phase 1 of the Forbestown Ditch Piping Project referred to as the Oroleve Ditch section. By approving this Agreement, the Agency determines that the grant will directly further and support Agency purposes and objectives consistent with the Yuba County Water Agency Act and that the grant is an authorized and appropriate expenditure of Agency funds.
2. **Work to Be Performed.** Grantee shall fully perform the work described on **Exhibit A**, a grant form submitted by the Grantee on June 26, 2020, hereafter referred to as the "Work". Grantee acknowledges that the grant proceeds are restricted funds and that the proceeds will be used solely for the purposes described in Exhibit A and for no other purpose.
3. **Method of Payment.** Agency will disburse grant funds pursuant to Option 1 or 2 below, at the discretion and choice of the Grantee. Grantee shall confirm **one** of the two options for payment listed below by way of an email to grants@yubawater.org prior to commencement of any payment or reimbursement.
 - 3.1. **Option 1:** The Agency shall directly pay all invoices, bills, statements, and other expenses for the Work. The Grantee shall provide the Agency with invoices, bills, statements or other documentation that sufficiently describes the Work items to be paid within 30 days of receipt thereof.
 - 3.2. **Option 2:** The Grantee shall pay all invoices, bills, statements, and other expenses for the Work, and the Agency shall reimburse Grantee upon request. Reimbursement requests shall be submitted to the Agency by the Grantee and shall include satisfactory copies of subject invoice(s), bill(s), statement (s), and/or other proof of the cost of the item(s).

Upon verification by the Agency that invoices, bills, statements, and other expenses for the Work are eligible for direct payment or reimbursement to the Grantee and are otherwise in compliance with this Agreement, the Agency will process payment or reimbursement within 30 days of receipt thereof. Total payments or reimbursement shall not exceed the grant amount.

4. Term & Termination.

- 4.1. This Agreement shall take effect at the date entered above. Grantee must complete the Work, and all grant fund reimbursement/payment requests must be submitted to the Agency by June 30, 2021, unless extended by mutual agreement of the parties. Any grant funds not expended by this date shall be forfeited by the Grantee and retained by the Agency.

4.2. Agency may terminate this Agreement at any time for cause by giving 14 days prior written notice to Grantee. Cause shall mean (a) Grantee violates this Agreement, and such violation continues for a period of 30 days after notice of violation from Agency which notice shall specify the violation; (b) Grantee files or there is filed against Grantee a bankruptcy petition (unless, in the case of a petition filed against Grantee, the same is dismissed or stayed within 60 days); (c) Grantee makes an assignment for the benefit of creditors; (d) Grantee becomes insolvent or there shall occur a material adverse change in the financial conditions of Grantee; (e) Grantee applies for or consents to the appointment of a receiver, trustee, or conservator, or such appointment is made without Grantee's consent and is not vacated within 60 days; (f) Grantee files a petition or resolution of application for reorganization; or (g) Agency suffers a significant loss of revenue and/or deposits/reserves, resulting in a loss of sufficient funds for this grant.

5. **Reports.** Grantee shall submit quarterly reports to Agency outlining progress made during the quarter for the tasks shown in Exhibit A. Each quarterly report shall give a summary of expenses during the quarter and the grant in total. Quarterly reports are due within 45 days after the end of each quarter.

6. **Compliance.** Grantee shall perform the Work in compliance with all applicable federal, state and local laws, regulations and codes, including acquisition of and compliance with all required permits, licenses, entitlements and authorizations.

7. **Public Works Requirement.** If the Work consists of public works, as defined in Labor Code sections 1720 to 1720.4, then Grantee and its contractors and subcontractors shall comply with California statutes and regulations applicable to public works projects, including, but not limited to, the following requirements: payment of prevailing wage rates; employment of apprentices; hours of labor limitations and overtime; payroll records; workers' compensation insurance; payment/labor and materials bond (if grant amount exceeds \$25,000); non-discrimination laws; contractors' state license requirements; contractor registration with the State Department of Industrial Relations; and California Environmental Quality Act environmental review.

8. **Inspections.** Agency reserves the right to inspect any Work to determine whether it is being performed in accordance with this Agreement. Agency may withhold grant payments if it finds Work nonconforming, until Grantee remedies the nonconformity.

9. **Record Keeping.**

10.1 Grantee shall keep and maintain accurate bookkeeping records, accounts, and documentation pertaining to the receipt, disbursement, and use of the grant proceeds to pay vendors, contractors, suppliers, and others who perform the Work for Grantee,

including all invoices, receipts, canceled checks, contracts, purchase orders, and other source documents.

10.2 These records shall be retained for a period of not less than three years from the final grant payment.

10.3 These records shall be accessible and available for inspection or audit by Agency, or by its employees, accountants, attorneys or agents, at reasonable times and upon reasonable notice.

10.4 If the grant exceeds \$10,000, then (as required by Government Code section 8546.7) this Agreement and performance and payments under it are subject to examination and audit by the State Auditor General for three years following final payment.

10. **Indemnification.** Grantee shall indemnify, defend, protect, and hold harmless Agency, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including but not limited to, attorney, expert witness and consultant fees and litigation costs) of every nature arising out of Grantee's performance of the Work and caused by the negligent or willful act or omission of Grantee and its contractors or subcontractors or their employees, agents, and subcontractors, except where caused by the active negligence, sole negligence or willful misconduct of Agency or as otherwise provided or limited by law. Grantee's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

11. General Provisions.

12.1 **Integration.** This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of terms of this contract among the parties concerning the subject matter addressed in this Agreement, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

12.2 **Waiver.** The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to and subsequent default or matter.

12.3 **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the respective successors, assigns, heirs, devisees, and personal representatives of the parties.

12.4 **Governing Law and Venue.** Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

12.5 Attorney's Fees. In the events any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consultant fees, litigation costs, and costs of suit.

12.6 Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

Yuba County Water Agency:
Willie Whittlesey, General Manager
1220 F. Street
Marysville, CA 95901

Grantee:
North Yuba Water District
Jeff Maupin, General Manager
691 La Porte Road
Brownsville, CA 95919

Any party may change its address by notifying the other party of the change in the manner provided above.

YUBA COUNTY WATER AGENCY

NORTH YUBA WATER DISTRICT

By:

By:

Willie Whittlesey, General Manager

Jeff Maupin, General Manager

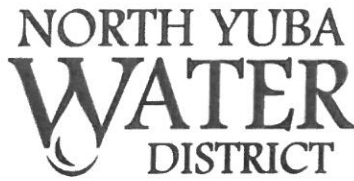


EXHIBIT A

June 26, 2020

Yuba Water Agency
POD Committee
Willie Whittlesey
1220 F Street
Marysville, CA 95901

Dear POD Chairman Director Fletcher, Director Lofton, Director Hastey and Mr. Whittlesey,

Over the last three years, the Yuba Water Agency (YWA) POD committee and Board of Directors have consistently supported our North Yuba Water District (NYWD) effort to complete the Forbestown Ditch Piping Project (the Project.) Thank you for helping us provide a reliable, safe source of drinking water for the approximately 3,100 customers of NYWD.

We are now at the next milestone in the Project, construction of approximately one mile, we are calling the Oroleve Ditch section. During your June 16, 2020, POD meeting, NorthStar Engineering gave a formal presentation of the project.

For consideration at your July 2, 2020, POD meeting, please see the attached Oroleve Creek Project Cost documents, which represents the lowest bid, totalling \$683,444 (\$588,054 construction and \$95,390 construction management). NYWD is designated as a Severely Disadvantaged Community (SDAC), with our residents median household income (MHI) being less than 60% of the statewide annual MHI. Please accept this letter as a formal request for YWA funding of 70% for this project, an amount totalling \$478,410. This will allow NYWD to fund the remaining 30%, in the amount of \$205,034.

To recap the need for the Project, moving to a piped Forbestown Ditch will allow us to significantly lower the possibility of catastrophic breaches to the Ditch. In addition, as water moves through the unpiped Ditch up to 60% is lost due to seepage and evaporation, and contamination occurs from dirt, trash, metals and illegal marijuana grows. Piping the Ditch would vastly improve, if not completely resolve, these issues. Piping the Ditch will also help to secure our water right by satisfying the State requirements the water is being put to beneficial use and curtailing losses.

Should you have any questions, please feel free to contact me at (530) 675-2567. Thank you for your consideration of our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Maupin".

Jeff Maupin
General Manager
North Yuba Water District

ATTACHMENT

Attachment A: Construction Bid

BID PROPOSAL

2020 OROLEVE DITCH LINE PROJECT # _____

NAME OF BIDDER: Hansen Bros. Enterprises

STREET ADDRESS: 11727 La Barr Meadows Rd P.O. Box 1599

CITY, STATE, ZIP CODE: Grass Valley CA 95945 95945

TELEPHONE NO.: 530-273-3381

FAX NO.: 530-273-4396

CONTRACTOR LICENSE TYPE & NO.: 207705 A C12

The work for which this proposal is submitted is for construction in conformance with the Notice to Contractor, including the payment of not less than the prevailing wage rates, the project plans, and specifications, including addenda thereto.

Bids are to be submitted for the entire work. The amount of the bid for comparison will be the total of all items.

Any irregularities which may occur in a bid will be resolved at the discretion of the District, and that discretion will be exercised in a manner deemed by the District to best protect the public interest in the prompt and economical completion of the work. The decision of the District respecting the amount of a bid, or the existence of treatment of an irregularity in a bid, shall be final.

The undersigned states and declares as follows:

The bidder has carefully examined the location of the proposed work. The bidder has examined the Contract Documents. The bidder has read the Notice to Contractor. The bidder hereby proposes to begin work and complete the project in accordance with the schedule and deadlines in the Contract Documents. The bidder hereby proposes to furnish all labor, materials, tools, and equipment, and to perform all the work required, complete in place, in accordance with the Contract Documents. The bidder will take in full payment for such work the prices set forth in the accompanying Bid Schedule.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the District, and the required insurance certificates within ten (10) business days after the bidder has received notice from the District that the contract has been awarded, the District may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void.

The following surety or sureties have agreed to furnish payment and performance bonds to the bidder if it is awarded the contract:

Performance Bond: Western Surety Company

Payment Bond: Western Surety Company

Contractor's License No.: 207705
Expiration Date: 9-30-2020
Type of License: A C12
Name under which license is held: Hansen Bros. Enterprises
Status of License: Active
Executed on: 4/17, 2020

BID SCHEDULE

The bidder's authorized officer, identified below, hereby declares that the representations in this bid are true and correct and of my own personal knowledge and that these representations are made under penalty of perjury under the laws of the State of California.

Bidder

Hansen Bros. Enterprises (Company/Firm Name)
Corporation (Corporation, sole proprietor, partnership, etc.)
~~Jeff Hansen~~ (Authorized Signature)
Jeff Hansen (Printed Name)
President (Title)

Address: PO Box 1599
Grass Valley CA
95945
Phone No.: 530-273-3381
Email: dhiatt@gohbe.com

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that it has carefully examined the plans therein referred to. Bidder proposes and agrees if this proposal is accepted, that it will contract with the District, in substantially the same form as the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, and that it will take in full payment therefor the following prices to wit:

Item No.	Item	Qty.	Unit	Unit Cost	Item Cost
1	Mobilization	1	LS	5000-	5000-
2	Construction Survey	1	LS	15240-	15240-
3	Water Pollution Control Program	1	LS	15240-	15240-
4	Clearing, Grubbing and Demolition	1	LS	3829-	3829-
5	Erosion Control	1	LS	3904-	3904-
6	Open Channel to Pipe Transition (Quickrete)	1	EA	9611-	9611-
7	Construct Pipe Outlet	1	EA	9938-	9938-
8	Modify Existing Wood Flume	1	EA	14269-	14269-
9	Install Pipe Access Port with Frame and Cover	2	EA	11674-	23348-
10	Open Channel to Pipe Transition (Shotcrete)	1	EA	7322-	7322-
11	HDPE Pipe - 36" dia	3,045	LF	93,20	283794-
12	HDPE Pipe Fitting	40	EA	1862-	74480-
13	Install Pipe Strap and Anchor Block - 36" dia	305	EA	385-	117425-
14	Construct Sheet Flow Drainage	1	EA	4654-	4654-

TOTAL BID PRICE = 588,054
(NUMBERS)

TOTAL BID PRICE = Five hundred eighty eight thousand fifty four
(WORDS) and no/100

The bidder acknowledges that the above-listed quantities are approximate only, being given as a basis for the comparison of bids. The District does not expressly, or by implication, agree that the actual amount of work will correspond therewith and that the District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary by the District Board of Directors.

Where lump sum prices are in the bidding schedule, they shall include all labor, materials, and equipment necessary to produce a complete and finished job. When no specific item is listed in the bidding schedule for work required, the cost of such work shall be included in the price bid for the item which most appropriately covers the work.

Notes:

1. Detailed descriptions for each bid item are included in the Contract Documents.
2. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.
3. The maximum allowed for mobilization (costs of accumulating and coordinating all the necessary equipment, tools, materials, etc.) and demobilization (all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site, including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract) is ten percent (10%) of the total project cost.

L.S. = Lump Sum

U.C. = Unit Cost

N.A. = Not Applicable

LIST OF SUBCONTRACTORS

The bidder shall list below the name and business address of each subcontractor who will perform work under the contract in excess of one-half of one percent (0.5%) of the bidder's total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of the bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one (1) subcontractor for each item of work to be performed with the words "and/or" will not be permitted. All information must be provided for each subcontractor. Failure to comply with this requirement shall render the proposal non-responsive and shall cause its rejection. (Attach additional sheets if required.)

Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor's Name and Address
<u>Construction Survey</u>	<u>N/A</u>	<u>2%</u>	<u>Nevada City Engineering</u> <u>505 Coyote St</u> <u>Nevada City CA</u> <u>95959</u>
_____	_____	_____	_____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____

Attachment B: Construction Management Cost



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT**

DATE: April 22, 2020

CLIENT: Jeff Maupin, General Manager
North Yuba Water District
8691 La Porte Road
Brownsville, CA 95919
jmaupin@nywd.org
(530) 675-2567

CONSULTANT: NorthStar
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
(530) 893-1600

PROJECT: NYWD Oroleve Ditch Project

NS#:

ADDRESS:

APN:

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Scope of Services").
2. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference. Consultant reserves the right to increase the rates set forth in Exhibit "B" at reasonable intervals.
3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership location and the condition of the Property, including but not limited to, deeds, maps, title reports and information, and permits; and to obtain for Consultant, upon request, the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS:

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant and copies thereof produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. This includes documents in electronic form. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, plans, details, calculations, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore. Client further agrees that final Work Product is for the sole use of Client for the specified purpose described in Exhibit A of this Agreement. Such final Work

Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.

3. Changes in Work Product. In the event Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising there from and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising there from unless caused by the sole negligence or willful misconduct of Consultant.

4. Standard of Care. Consultant's services are to be performed pursuant to generally accepted standard of practice in effect at the time of performance and in the same or similar locale. Consultant makes no warranty either expressed or implied as to its findings, recommendations, or professional advice, except for compliance with the above standards.

5. Basis of Compensation and Method of Payment. Client recognizes that prompt payment of Consultant's invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Accordingly, Client agrees to advise Consultant as to the person to whom invoices should be addressed and such other pertinent details Consultant should observe to help Client expedite payment.

Client shall make an initial payment (retainer) upon execution of the Agreement. This retainer shall be held by Consultant and applied against the final invoice. Accounts are billed by the Consultant during the third week of each month for work done in the previous month, are due upon presentation and shall be considered Past Due if not paid prior to the next billing date. If payment is not received by Consultant prior to the next billing date, Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Payment of any invoice by Client to Consultant shall be taken to mean that Client is satisfied with Consultant's services and is not aware of any deficiencies in those services.

If Client objects to any portion of an invoice, Client shall so notify Consultant in writing within 14 calendar days of the invoice date, and Client and Consultant shall work together to resolve the matter within 60 days of its being called to Consultant's attention. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than 30 calendar days after date of submission. If resolution of the matter is not attained within 60 days, either party may terminate the Agreement in accordance with conditions indicated in the Termination of Contract clause.

If Client for any reason fails to pay the undisputed portion of Consultant's invoices within 30 days of the invoice date, Consultant has the right to cease work on the project and Client shall waive any claim against Consultant for damages and/or delays attributable to the cessation of services, and shall defend and indemnify Consultant from and against any claims for injury or loss stemming from Consultant's cessation of service. Client shall also pay Consultant the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et. seq.) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property.

In the event legal action is necessary to enforce the payment provisions of the Agreement, Consultant shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at the Consultant's prevailing fee schedule and expense policies.

6. Suspension or Termination of Performance. In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees invoices shall be considered past due and Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant's sole option.

7. Timeline for Offer to Contract / Termination of Agreement. This offer to contract is good for 14 days after the date shown below in the Consultant's signature block. If Client fails to sign this contract within 14 days, the offer may be withdrawn making it null and void. Once this Agreement has commenced, it may be terminated by either Client or Consultant upon 30 days written notice to the other party. Client shall bring all outstanding charges current prior to termination of Agreement. This contract is predicated on funding from the SWRCB Prop 1 Grant.

8. **Changed Conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant. Changes to any applicable codes, laws, ordinances and regulations that require changes to the calculations, drawings and specifications may result in additional charges.

9. **Project Approval and Conditions of Approval.** There is no guarantee, implied or otherwise, that this project will be approved by the local agency or what the conditions of approval will be.

10. **Extra Work.** Client acknowledges that the scope of services described in Exhibit "A" are based upon conditions and requirements existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications, and other changes may be necessary to reflect changed conditions or requirements. No tasks outside the agreed scope of services will be performed without prior written approval of the Client. Client agrees that if services not specified in this Agreement are provided, Client agrees to timely pay for all such services as "Extra Work" at the rates set forth (unless otherwise agreed herein) in Exhibit "B." Any such additional services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

11. **Payment of Costs.** Client shall pay the costs of checking and inspection fees, all application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense or services required by Consultant as a result of suspension of the services.

12. **Indemnity.** Client agrees to the fullest extent permitted by law, to indemnify and hold Consultant, its officers, directors, and employees harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's conduct in connection with the project and the acts of its contractors, subcontractors, consultants or anyone for whom Client is legally liable. Client agrees to be solely and completely responsible for jobsite conditions during the course of Consultants performance including safety of all persons and property and to defend and indemnify and hold Consultant harmless from any and all liability, real or alleged in connection therewith, except liability arising from the sole negligence or willful misconduct of Consultant.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its officers, directors, and employees (collectively "Client"), harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom Consultant is legally liable. Neither Consultant nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

13. **Delays.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to timely furnish payment as defined in Section B number 5 in this agreement, information or approval or disapproval Consultant's work, faulty or untimely performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefore.

14. **Lien rights.** This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which Consultant is to perform its services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.

15. **Liability Limits.** Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and all contractors and subcontractors is limited to three times the contract amount for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant's liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant's actions or inactions.

16. **Waiver.** Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.

17. **Advisory Only.** Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.

18. **Validity.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

19. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. **Dispute Resolution:** All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to the Agreement will be submitted to non-binding mediation as a condition precedent to other remedies provided by law. If a dispute arises related to the services provided under the Agreement and that dispute requires litigation in addition to mediation as provided above, then:

A. The claim will be brought and tried in the County where Consultant's principal place of business is located; and

B. The prevailing party will be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees.

21. **Time Bar to Litigation:** All legal actions by either party against the other for breach of the Agreement or for the failure to perform in accordance with the applicable standard of care, however denominated, shall be barred two (2) years from the time claimant knew or should have known of its claim, but in no event, no later than four (4) years from completion or cessation of Consultant's services.

22. **Assignment.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Consultant may, at Consultant's sole discretion, subcontract to third parties portions of the services to be performed hereunder.

23. **Inurement.** The Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant. Nothing in this Agreement however, shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

24. **Entire Agreement.** This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

25. **Acceptance and Commencement.** By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the services. In the event Client is not the owner of the property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

26. **Code Compliance.** Consultant shall exercise usual and customary professional care in rendering a design complying with Consultant's current understanding of the applicable federal, state or local Code requirements. However, Consultant makes no guarantee or warranty either expressed or implied that its design complies with the Code. Client acknowledges that the standards for design practice under the Code are still evolving.

27. **Obtaining Permits from Governing Agencies.** Obtaining permits from the governing agencies for the Project is an important step in the construction process (where required). Duties of these agencies that add value to the Project include, but are not limited to, the plan check process and construction inspection, if applicable.

All Instruments of Service provided by Consultant are only valid if permits have been obtained. If permits have not been obtained, where required, all Instruments of Service shall be considered null and void. Client hereby waives any claim against Consultant for loss allegedly arising from the Project if the required permits have not been obtained.

It is the duty of the Client to notify Consultant if they are aware that any public agency permits have not been obtained. If Consultant becomes aware that permits have not been obtained (where required), Consultant is obligated to cease work on the Project, as required by California state law. Consultant may also, at its option, inform some or all parties involved with the Project of the absence of permits. These parties may include, but are not limited to, the Contractor, Architect, Owner and building department. California state law does not impose a duty on Consultant to investigate whether or not permits have been obtained.

28. Third-Party Beneficiaries. Nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party, against either Client or Consultant. Consultant's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because the Agreement or the performance or non-performance of services hereunder. Client and Consultant agree to require similar provisions in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

29. Preparation of Agreement. By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT:

BY: _____
TITLE: _____
SIGNED: _____
DATE: _____


CLIENT:

BY: _____
TITLE: _____
SIGNED: _____
DATE: _____

CONSULTANT:

BY: Jay Lowe, PE
TITLE: Senior Engineer
LICENSE NO. RCE 59077
SIGNED: _____
DATE: April 21, 2020

CONSULTANT:

BY: Richard Guevarra, P.E.
TITLE: Associate Engineer
LICENSE NO. RCE 86860
SIGNED: 
DATE: April 21, 2020

ATTACHMENTS included and made a part of this agreement:

X	EXHIBIT "A"	SCOPE OF SERVICES
X	EXHIBIT "B"	COST PROPOSAL
	EXHIBIT "C"	
	EXHIBIT "D"	



EXHIBIT "A"
SCOPE OF SERVICES

Consultant agrees to perform the following services:

Task No.	Scope of the Project for Oroleve Ditch Project
Task 1	Construction Management <ul style="list-style-type: none">○ Organize and lead pre-construction meeting for the project (1 meeting)○ Attend weekly project meetings (13 meetings)○ Review, accept or reject product submittals○ Review and respond to request for information (RFI)(up to 24 hours)○ Process contract change orders○ Monthly Progress report○ Final project walkthrough○ Coordination with NYWD and contractor○ Assist client with monthly progress payment to the contractor Assumptions: <ul style="list-style-type: none">○ This assume a project construction duration of 3 months (13 weeks)
Task 2	Supervision and Site Inspection of the construction process <ul style="list-style-type: none">○ Site inspections and reports documenting construction activities, active construction personnel and construction related issues.○ Office review of the inspections Assumptions: <ul style="list-style-type: none">○ This assume 5 site inspections/week for 13 weeks



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EXHIBIT "B" COST PROPOSAL

CONSULTANT FEE: The total cost estimate for this contract is a "not to exceed" contract amount. The estimated fee to complete the Scope of Services is \$95,390.

Task No.	Scope/Task Description	Estimated Cost
1	Construction Management	\$33,230
2	Site inspections	\$62,160
Total		\$95,390

RETAINER: A deposit in the amount of \$ 0 is required.

OUTSIDE FEES: Estimated outside costs associated with your project not included in the estimated professional fee(s) above: N/A

Estimated fees are based upon our experience with previous projects. Situations and requirements vary with each project and the actual cost may be more or less than this estimate. Client will be billed monthly for accrued costs.

Memorandum

Date: July 17, 2020

To: Jeff Maupin

From: Operations

Subject: Monthly work production/ Schedule of Maintenance review

The following is an overview of the work performed this month by operations staff.

Transmission:

1. Forbestown ditch is now in its summer cycle of bringing in water continuously. SFWPA is receiving 11 CFS at WD-6 as of 7/16/20 and a total of 21 CFS is being sent down from SF-14.

Distribution:

1. Domestic meter reads for Forbestown and Challenge were completed on time.
2. There were 5 service line leaks for the month. 9070 La Porte rd. Job#511, 8215 La Porte rd. Job#512, 17317 Martin rd. Job#514, La Porte rd. Job#515, 16755 Martin rd. Job#517
3. There were 0 main line leaks for the last 4 weeks.

Water Treatment Plant:

1. The treatment plant is running normal, at this time. There were no major issues at the plant for the last 4 weeks.

Backflow:

1. All backflows are current, there were no notices for testing sent out for the last 4 weeks.

Regulators:

1. All CDPH (Cal. Dept. of Public Health) and NPDES (Nat. Pollution Discharge Elimination System) tests and samples were taken and performed on time. These include 3 bacteriological distribution samples for the CDPH, which came back as non detect for the last 4 months.

DOH Canal:

1. Maintenance to the ditches is ongoing . Such as, brushing and pruning the ditches and their roads. Sections were also pressed to curb leakage. They are being patrolled regularly. Voluntary cutback requests went out on 6/19/20, and further cutbacks were to follow until the season was cut short on 7/15/2020.

Schedule of Maintenance:

1. The SOM (schedule of maintenance) for the treatment plant, regulators (local, state and federal), DOH canal and the UFC was completed for the previous month. The generator was test ran. All regulatory reports were submitted or are in process. The upper Forbestown ditch is being patrolled; trash racks cleaned, fallen trees removed, holes repaired as they are found and sections lined with plastic to curb leakage.