

GARY HAWTHORNE
President
Division 3

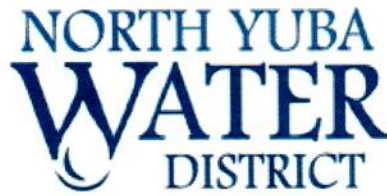
DOUG NEILSON
Vice President
Division 1

FRED MITCHELL
Director
Division 2

GRETCHEN FLOHR
Director
Division 4

GINGER HUGHES
Director
Division 5

JEFF MAUPIN
General Manager



AGENDA

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

3:30 PM ♦ FRIDAY ♦ JUNE 25, 2021

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 VIDEOCONFERENCE AT

Join Zoom Meeting

<https://us02web.zoom.us/j/86122220681?pwd=cFE1UFZxMEpDTVdjbj0JNOEq4bzZRZz09>

Meeting ID: 861 2222 0681

Passcode: 944806

One tap mobile

*+16692192599,,86122220681#,,,,*944806# US (San Jose)*

*+12133388477,,86122220681#,,,,*944806# US (Los Angeles)*

Dial by your location

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+1 213 338 8477 US (Los Angeles)

888 475 4499 US Toll-free

AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. OPPORTUNITY FOR PUBLIC COMMENT ON AGENDIZED ITEMS:

As provided under Government Code section 54954.3, subdivision (a), during a Regular Meeting any member of the public may address the Board concerning any item on the agenda or any other issue within the jurisdiction of the District. Any member of the public wishing to make comment on an agenda item shall identify the agenda item they intend to address. Public comment is limited to no more than two (2) minutes per person.

NOTE: ALL PUBLIC PARTICIPANTS WILL BE MUTED UPON ENTRY INTO THE MEETING AND WILL ONLY BE UNMUTED TO ALLOW THEIR COMMENT. TO PROVIDE PUBLIC COMMENT VIA VIDEO CONFERENCE CLICK ON THE "RAISE HAND." TO PROVIDE PUBLIC COMMENT BY TELECONFERENCE PRESS *9.

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, 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.

ACTION ITEMS

D. CONSENT ITEMS:

1. Approval of **Minutes for Special Board Meeting of May 21, 2021**
2. Approval of **Minutes for Special Board Meeting of May 25, 2021**
3. Approval of **Minutes for Regular Board Meeting of May 28, 2021**
4. Approval of **Minutes for Special Board Meeting of June 1, 2021**
5. Approval of **Payroll for the Month of May 2021: \$ 34,343.17**
6. Approval of **Bills for the Month of May 2021: \$ 96,518.36**
7. **Warrant #52-37247, fund #640, payable to North Yuba Water District, in the amount of \$200,000.00 for services/supplies.**

E. FINANCIAL MANAGER'S REPORT

1. Review of Cash on Hand and Income Statements for the period ending **May 31, 2021**

F. ANNUAL AUDIT REPORT for 2019/2020

John Blomberg of Blomberg & Griffin will present the Financial Statements and Independent Auditor's Report for 2019/2020.

G. BUDGET 2021-22

H. WATER RIGHTS REVIEW

Contract for professional services with Provost & Pritchard: \$104,000.

I. RESOLUTION NO. 21-758

Resolution of the Board of Directors of the North Yuba Water District to Censure Director Gretchen Flohr for Misconduct

DISCUSSION/REPORTS

J. GENERAL MANAGERS REPORT

1. Operations Memorandum

K. 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*.

L. CLOSED SESSION:

1. Conference with General Counsel: Existing litigation pursuant to Government Code Section 54956.9, subdivision (d): One Item
 - a. *South Feather Water & Power Agency (SFWPA) v. NYWD*, Butte County Superior Court Case No. 21CV00815

M. REPORT ON CLOSED SESSION

N. ADIOURNMENT

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SPECIAL MEETING OF THE BOARD OF DIRECTOR

MINUTES

SPECIAL BOARD MEETING OF THE BOARD OF DIRECTORS OF THE

NORTH YUBA WATER DISTRICT

Held at the District Office – Through Zoom

8691 LaPorte Road, Brownsville

Friday, May 21, 2021

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 join Zoom Meeting

<https://us02web.zoom.us/j/87894193537?pwd=aVc1RHpaU1hRU3JjdCtNU1FJSXhqdz09> Meeting ID:878 9419 3537 Passcode:628037 One tap mobile +16699006833,,87894193537#,, *628037#US (San Jose) Dial by your location +1 669 900 6833 US (San Jose) AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

SPECIAL MEETING OF MAY 21, 2021, NEVER CALLED TO ORDER DUE TO VIDEOCONFERENCE TECHNICAL DIFFICULTIES.

SPECIAL MEETING RE-NOTICED FOR MAY 25, 2021.

A. ROLL CALL

<i>NAME</i>	<i>PRESENT</i>	<i>ABSENT</i>	<i>VISITORS INCLUDING:</i>
<i>PRESIDENT</i>	Gary Hawthorne		
<i>VICE PRESIDENT</i>	Doug Neilson		
<i>DIRECTORS</i>	Gretchen Flohr Fred Mitchell Director Hughes		
<i>GENERAL MANAGER</i>	Jeff Maupin		
<i>ATTORNEY</i>	Michael Vergara		

B. PLEDGE OF ALLEGIANCE:

C. PUBLIC INPUT:

ACTION ITEMS

D. CLOSED SESSION:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov.Code, §54957,subd.(b)(4) Title: General Counsel

PUBLIC COMMENT: .

E. 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.

Respectfully Submitted,

Catherine L. Fonseca, Recording Secretary

SPECIAL MEETING OF THE BOARD OF DIRECTOR

MINUTES

SPECIAL BOARD MEETING OF THE BOARD OF DIRECTORS OF THE

NORTH YUBA WATER DISTRICT

Held at the District Office – Through Zoom

8691 LaPorte Road, Brownsville

Tuesday, May 25, 2021

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 join Zoom Meeting at

<https://us02web.zoom.us/j/85118332937?pwd=NHBpbDdiWTQwaWJzeGJQdy9Md0lxQT09>, Meeting ID: 851 1833 2937 Passcode: 361164 One tap mobile +16692192599,,85118332937#,,,,*361164# US (San Jose) +12133388477,,85118332937#,,,,*361164# US (Los Angeles) Dial by your location +1 669 219 2599 US (San Jose) +1 213 338 8477 US (Los Angeles) 888 475 4499 US Toll-free Meeting ID: 851 1833 2937 Passcode: 361164 AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

A. ROLL CALL

President Gary Hawthorne called the meeting to order at 3:32 PM at the District Office in Brownsville, CA.

<i>NAME</i>	<i>PRESENT</i>	<i>ABSENT</i>	<i>VISITORS INCLUDING:</i>
<i>PRESIDENT</i>	Gary Hawthorne		Lou Neil, Charles Sharp Marieke, Rulik Perla,
<i>VICE PRESIDENT</i>	Doug Neilson		
<i>DIRECTORS</i>	Gretchen Flohr Ginger Hughes Fred Mitchell		
<i>GENERAL MANAGER</i>	Jeff Maupin		
<i>ATTORNEY</i>	Michael Vergara Penny		

B. PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Director Mitchell.

C. PUBLIC INPUT: President Hawthorne read the rules of public comment.

OPPORTUNITY FOR PUBLIC COMMENT ON AGENDIZED ITEMS: As provided under Government Code section 54954.3 subdivision (a), during a Special Meeting any member of the public may address the Board concerning any item on the agenda. No other comments will be allowed. Any member of the public wishing to make comment shall identify the agenda item they intend to address, and they will be provided an opportunity to make comment on that item only. Public comment is limited to no more than three minutes per person.

PUBLIC COMMENT:

Members of the public commented on the change of legal counsel for the district, more information on topics, questions for legal counsel, the reason for this special meeting, and South Feather not on the agenda.

ACTION ITEMS

D. CLOSED SESSION:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov.Code, §54957,subd.(b)(4) Title:
General Counsel

THE BOARD ENTERED INTO CLOSED SESSION TO DISCUSS ITEM D. AT 3:43 P.M.

BACK IN SESSION AT 3:55 P.M.

REPORT OUT OF CLOSED SESSION:

President Hawthorne reported that the Board voted to authorize the General Manager to sign and retain the Somac, Simmons and Dunn law firm for general counsel starting immediately.

E. 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.

There being no further business to discuss, Vice President Neilson made a motion to Adjourn. Director Mitchell seconded the motion. The motion passed with a unanimous vote.

The meeting was adjourned at 3:57 PM.

Respectfully Submitted,

Catherine L. Fonseca, Recording Secretary

MINUTES

REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS OF THE

NORTH YUBA WATER DISTRICT

Held at the District Office – Through Zoom

8691 LaPorte Road, Brownsville

Friday, May 28, 2021

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: Join Zoom Meeting <https://us02web.zoom.us/j/86122220681?pwd=cFE1UFZxMEpDTVdjbj0JNOEg4bzZRZz09> Meeting ID: 861 2222 0681 Passcode: 944806 One tap mobile +16692192599,,86122220681#,,,,*944806# US (San Jose) +12133388477,,86122220681#,,,,*944806# US (Los Angeles) Dial by your location +1 669 219 2599 US (San Jose) +1 213 338 8477 US (Los Angeles) Meeting ID: 861 2222 0681 Passcode: 944806 AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

A. ROLL CALL

President Gary Hawthorne called the meeting to order at 3:30 PM at the District Office in Brownsville, CA.

<i>NAME</i>	<i>PRESENT</i>	<i>ABSENT</i>	<i>VISITORS INCLUDING:</i>
<i>PRESIDENT</i>	Gary Hawthorne		Charles Sharp, Lou Neil, Marieke, Rulik Perla,
<i>VICE PRESIDENT</i>	Doug Neilson		Donna Corson, Crystal, Penny
<i>DIRECTORS</i>	Gretchen Flohr Ginger Hughes Fred Mitchell		
<i>GENERAL MANAGER</i>	Jeff Maupin		
<i>ATTORNEY</i>	Michael Vergara		

B. PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Director Mitchell.

ACTION ITEMS

Michael Vergara, attorney for the District, asked that the minutes reflect that Director Flohr joined the meeting. Director Flohr requested that the recording of the meeting be allowed.

C. PUBLIC INPUT: President Hawthorne read the rules of public comment.

OPPORTUNITY FOR PUBLIC COMMENT: As provided under Government Code section 54954.3, subdivision (a), during a Regular Meeting any member of the public may address the Board concerning any item on the agenda or any other issue within the jurisdiction of the district. Any member of the public wishing to make comment on an agenda item shall identify the agenda item they intend to address. Public comment is limited to no more than two (2) minutes per person. NOTE: ALL PUBLIC PARTICIPANTS WILL BE MUTED UPON ENTRY INTO THE MEETING AND WILL ONLY BE UNMUTED TO ALLOW THEIR COMMENT. TO PROVIDE PUBLIC COMMENT VIA VIDEO CONFERENCE CLICK ON THE "RAISE HAND." TO PROVIDE PUBLIC COMMENT BY TELECONFERENCE PRESS *9.

PUBLIC COMMENT: A member of the public requested the revised rules of Public Comment be read again, members of the public asked the General Manger to read the Operations Memorandum aloud, maintenance of the May 28, 2021, Regular Board Meeting Minutes

ditch and the water from SF14, new lawsuit filed against the District, South Feather and the status of the irrigation season, signed petition regarding irrigation water, a request to have letter from South Feather on the agenda, and muting of public and the Mutual Aid Agreement.

D. CONSENT ITEMS:

1. Approval of Minutes for Special Board Meeting of April 8, 2021
2. Approval of Minutes for Regular Board Meeting of April 23, 2021
3. Approval of Minutes for Special Board Meeting of April 27, 2021
4. Approval of Payroll for the Month of April 2021 - \$32,222.34
5. Approval of Bills for the Month of April 2021 - \$98,302.60

Director Hughes made a motion to accept Consent Items 1-5. Vice President Neilson seconded the motion. The motion passed with a majority vote with Director Flohr voting no.

E. FINANCIAL MANAGER'S REPORT:

1. Review of Cash on Hand and Income Statements for the period ending April 30, 2021.

Financial Manager Heidi Naether reviewed Cash on Hand and Income Statements for the period ending April 30, 2021. Total cash in all accounts including reserves was \$4,522,216.94. Total Income for the fiscal year to date (July 01– April 30, 2021) was \$1,458,971.83. Total expenses were \$1,354,841.14, leaving a net profit of \$104,130.69. Expenses out of Reserves not included in the Forbestown Ditch billing was \$728,457.48.

Director Mitchell made a motion for the Board to accept the Financial Manager's report as presented. Director Hughes seconded the motion. The motion passed with a majority vote with Director Flohr voting no.

DISCUSSION/REPORTS

F. GENERAL MANAGERS REPORT

1. Operations Memorandum

General Manager Maupin read the Operations Memorandum report to the Board.

G. 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.

Director Flohr made a motion to add a special meeting to the agenda to discuss South Feather's offer. There was not a second. The motion did not pass. Director Flohr inquired why the offer was not put on the current agenda. General Manager Maupin replied that there was no interest presented to him by the Board. Director Flohr asked why the item was not brought to the Board. Michael Vergara, attorney for the district informed Director Flohr that he advised against any discussion due to the letter being a "work product." Director Flohr stated that there is public comment after Director's Input, and it is a violation of the Brown Act not to allow public comment after every item discussed. Michael Vergara, Attorney for the District explained that Public Comment was at the beginning of the meeting, and it is at the President's discretion.

H. ADJOURNMENT:

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May 28, 2021, Regular Board Meeting Minutes

There being no further business to discuss, the meeting was adjourned at 3:56 PM.

Respectfully Submitted,

Catherine L. Fonseca, Recording Secretary

SPECIAL MEETING OF THE BOARD OF DIRECTOR

MINUTES

SPECIAL BOARD MEETING OF THE BOARD OF DIRECTORS OF THE

NORTH YUBA WATER DISTRICT

Held at the District Office – Through Zoom

8691 LaPorte Road, Brownsville

Tuesday, June 1, 2021

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 join Zoom Meeting at Join Zoom Meeting

https://us02web.zoom.us/j/86987125200?pwd=eHFxZlVSb2pSZjBiSnZMUTh2eFRSQTO9 Meeting ID: 869 8712 5200 Passcode: 566925 One tap mobile +12133388477,,86987125200#,,,,*566925# US (Los Angeles) +16692192599,,86987125200#,,,,*566925# US (San Jose) Dial by your location +1 213 338 8477 US (Los Angeles) +1 669 219 2599 US (San Jose) 888 475 4499 US Toll-free Meeting ID: 869 8712 5200 Passcode: 566925 AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

A. ROLL CALL

President Gary Hawthorne called the meeting to order at 3:32 PM at the District Office in Brownsville, CA.

<i>NAME</i>	<i>PRESENT</i>	<i>ABSENT</i>	<i>VISITORS INCLUDING:</i>
<i>PRESIDENT</i>	Gary Hawthorne		Marieke, Rulik Perla, Terry Brown
<i>VICE PRESIDENT</i>	Doug Neilson		
<i>DIRECTORS</i>	Gretchen Flohr Ginger Hughes Fred Mitchell		
<i>GENERAL MANAGER</i>	Jeff Maupin		
<i>ATTORNEY</i>	Michael Vergara Penny		

B. PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Director Mitchell.

C. PUBLIC INPUT: President Hawthorne read the rules of public comment.

OPPORTUNITY FOR PUBLIC COMMENT ON AGENDIZED ITEMS: As provided under Government Code section 54954.3 subdivision (a), during a Special Meeting any member of the public may address the Board concerning any item on the agenda. No other comments will be allowed. Any member of the public wishing to make comment shall identify the agenda item they intend to address, and they will be provided an opportunity to make comment on that item only. Public comment is limited to no more than three minutes per person.

PUBLIC COMMENT:

A Member of the public asked who the legal counsel for NYWD.

ACTION ITEMS

D. CLOSED SESSION:

1. Conference with Special Counsel: Anticipated litigation pursuant to Government Code section 54956.9, subdivision (d), paragraph (2) or (3) – one potential case.

THE BOARD ENTERED INTO CLOSED SESSION TO DISCUSS ITEM D. AT 3:31 P.M.

BACK IN SESSION AT 3:58 P.M.

REPORT OUT OF CLOSED SESSION: The Board has authorized Mr. Stouder to pursue any required claims and litigation to address potential breaches of the 2005 agreement with South Feather Water and Power Agency

E. ADJOURNMENT:

The meeting was adjourned at 3:59 PM.

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.

Respectfully Submitted,

Catherine L. Fonseca, Recording Secretary

North Yuba Water District
Monthly Net Payroll Report

TOTAL MONTHLY NET PAYROLL FOR THE MONTH OF MAY, 2021

TOTAL MAY, 2021 \$ 34,343.17

North Yuba Water District
 Monthly Check Listing
 May 2021

	Type	Date	Num	Name	Amount
Employee Retirement Fund	Liability Check	05/06/2021	24447	ICMA Retirement Trust - 457	-651.77
Employee Paid Insurance	Liability Check	05/06/2021	24448	AFLAC	-263.84
Health Insurance	Bill Pmt -Check	05/06/2021	24449	ACWA/Jt Powers Ins Authority	-15,629.32
Propane Gas	Bill Pmt -Check	05/06/2021	24450	Brown's Gas Co.	-425.06
Roundup, Garlon	Bill Pmt -Check	05/06/2021	24451	Helena Specialty Products	-2,224.58
Domestic Customer Deposit Refund	Check	05/06/2021	24452	Monroe, Steve	-79.67
State Payroll Taxes	Liability Check	05/07/2021	E-pay	EDD	-808.01
Meter Boxes and Lids, Clamps, Couplings, Saddle, Valves, Rebuild Kits	Bill Pmt -Check	05/07/2021	24453	Ferguson Enterprises Inc	-1,841.47
Water Meters	Bill Pmt -Check	05/14/2021	24454	Aqua-Metric Sales, Co.	-1,106.82
Pest Control	Bill Pmt -Check	05/14/2021	24455	CAL KING PEST CONTROL	-72.00
Phone Service, Internet	Bill Pmt -Check	05/14/2021	24456	CALNET3	-503.90
Vision Insurance	Bill Pmt -Check	05/14/2021	24457	MesVision	-146.00
Trash Pick-up	Bill Pmt -Check	05/14/2021	24458	Recology - Yuba Sutter	-61.89
Public Outreach	Bill Pmt -Check	05/14/2021	24459	Smart Marketing & Printing	-5,763.28
Cellphone Service	Bill Pmt -Check	05/14/2021	24460	VERIZON WIRELESS	-70.81
Bank Fee	Check	05/14/2021	FEE	River Valley Community Bank	-10.00
Direct Deposit Fees	Liability Check	05/19/2021	DirD	QuickBooks Payroll Service	-15.75
Employee Retirement Fund	Liability Check	05/20/2021	24470	ICMA Retirement Trust - 457	-651.77
Employee Paid Union Dues	Liability Check	05/20/2021	24471	UPEC	-332.50
Federal Payroll Taxes	Liability Check	05/20/2021	E-pay	United States Treasury	-5,143.15
State Payroll Taxes	Liability Check	05/20/2021	E-pay	EDD	-799.59
Legal	Bill Pmt -Check	05/21/2021	24472	BoutinJones Inc	-6,234.54
Water Testing	Bill Pmt -Check	05/21/2021	24473	Cranmer Engineering Inc	-509.00
Dental Insurance	Bill Pmt -Check	05/21/2021	24474	Premier Access Insurance Co.	-1,014.96
Legal	Bill Pmt -Check	05/21/2021	24475	Somach Simmons & Dunn	-18,221.00
Copier Lease	Bill Pmt -Check	05/24/2021	24476	Xerox Financial Services	-143.82
Ring Shackle, Tow Strap, Paper Towels, Coffe, Toilet Tissue, USPS Postage, Adobe, Meals, Digitalpath, Water Heater, GoDaddy Microsoft Renewal, Parcelquest, Diesel, Siriusxm	Bill Pmt -Check	05/27/2021	24477	Mechanics Bank	-1,458.21
Pipe	Bill Pmt -Check	05/27/2021	24478	Pace Supply Corp.	-64.99

North Yuba Valley District
 Monthly Check Listing
 May 2021

Type	Date	Num	Name	Amount
Bill Pmt -Check	05/27/2021	24479	Churchwell White, LLP	-10,091.70
Check	05/28/2021	QBCHARGE	Quick Books	-350.69
				-91,102.21
				-96,518.36
				-96,518.36

Legal
 Checks, Stamp
 Total 11007 · River Valley Bank Checking
 Total 1000A · Cash - GC · Seperate Accounts
TOTAL

North Yuba Water District Profit & Loss Budget Performance July 2020 - May 2021

	Jul '20 - May 21	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense					
Income					
4000A · Irrigation	-20.00	12,692.77	-12,712.77	-0.16%	18,961.49
4050A · Domestic	252,923.93	217,191.33	35,732.60	116.45%	235,682.45
4100.10 · Power Revenue SFPP	531,750.00	531,750.00	0.00	100.0%	709,000.00
4150.10 · Younglife-Water Sales	2,161.00	2,161.00	0.00	100.0%	2,161.00
4200.10 · Yuba City-Water Sales	390,600.00	381,240.00	9,360.00	102.46%	381,240.00
4215.13 · Other Revenue	47,584.56	443.91	47,140.65	10,719.42%	500.00
4250.10 · Taxes - General	234,343.88	107,036.62	127,307.26	218.94%	202,533.47
4250D · Taxes - Domestic	61,177.10	36,444.74	24,732.36	167.86%	62,759.63
4250I · Taxes - Irrigation	90,677.31	48,777.97	41,899.34	185.9%	94,520.95
4300A · Interest	52,150.99	25,994.65	26,156.34	200.62%	40,000.00
Total Income	1,663,348.77	1,363,732.99	299,615.78	121.97%	1,747,358.99
Gross Profit	1,663,348.77	1,363,732.99	299,615.78	121.97%	1,747,358.99
Expense					
5050.69 · 2005 Agreement SFWP/NYWD	321,775.94	284,413.89	37,362.05	113.14%	290,154.82
5100.00 · WTP	203,016.66	194,298.55	8,718.11	104.49%	210,310.37
5200.00 · T&D Irrigation	27,890.02	125,046.35	-97,156.33	22.3%	149,097.53
5251 · T&D Domestic	176,656.78	172,052.27	4,604.51	102.68%	190,944.79
5400 · Board of Dir	10,004.65	10,835.63	-830.98	92.33%	12,806.13
5500 · Admin	434,264.65	529,236.94	-94,972.29	82.06%	571,559.30
5500U · Admin-Utilities	22,201.02	21,707.96	493.06	102.27%	23,454.67
5600R · Regulator Driven	123,045.57	131,829.21	-8,783.64	93.34%	136,279.85
5700 · General	102,116.83	116,212.27	-14,095.44	87.87%	126,917.16
5700F · Fuel	19,014.87	19,516.58	-501.71	97.43%	21,328.11
5800 · OSHA/Safety	7,544.40	14,469.81	-6,925.41	52.14%	14,469.81
Total Expense	1,447,531.39	1,619,619.46	-172,088.07	89.38%	1,747,322.54
Net Ordinary Income	215,817.38	-255,886.47	471,703.85	-84.34%	36.45
Net Income	215,817.38	-255,886.47	471,703.85	-84.34%	36.45

North Yuba Water District Statement of Cash Flows

May 2021

	May 21
OPERATING ACTIVITIES	
Net Income	111,686.69
Adjustments to reconcile Net Income to net cash provided by operations:	
A/R:A/R Domestic Water	-2,307.83
A/R:A/R Irrigation	26.67
1300.00 · Inventory-001	-651.42
1400.03 · Prepaid Worker's Comp Insurance	1,877.85
2000.00 · Accounts Payable	12,851.76
Payroll Liabilities	5.09
2150.30 · PR Tax WH-SUTA	141.71
2150.50 · PR WH-Aflac Ins	219.76
2250.10 · Deposits-Customers	256.00
Net cash provided by Operating Activities	124,106.28
Expenses from Reserves	
Public Outreach	-5,763.28
Additional Legal	-46,081.50
COVID19	-449.58
Net expenses from Reserves	-52,294.36
Net cash increase for period	71,811.92
Cash at beginning of period	4,522,216.94
Cash at end of period	4,594,028.86

North Yuba Water District

Cash In Accounts prior Month Comparison

May 2021 compared to April 2021

	05/31/2021	04/30/2021	
	Amount	Amount	Increase/Decrease
Mechanics Bank Checking	\$70,798.94	\$76,093.68	(\$5,294.74)
River Valley Bank Checking	\$180,480.34	\$278,562.90	(\$98,082.56)
Savings Money Market Account (River Valley Bank)	\$111,408.63	\$111,401.06	\$7.57
PayPal Account	\$2,529.26	\$3,366.57	(\$837.31)
Petty & Register Cash	\$830.00	\$830.00	\$0.00
YC Treas Fund #637 (Gen Dist)	\$475,289.28	\$370,396.33	\$104,892.95
YC Treas Fund #641 (ID #1)	\$340,720.00	\$298,585.96	\$42,134.04
YC Treas Fund #642 (ID #2)	\$269,291.84	\$245,446.63	\$23,845.21
YC Treas Fund #639 (Fac Fee Domestic)	\$7,435.81	\$7,422.71	\$13.10
YC Treas Fund #640 (Savings)	\$1,844,682.23	\$1,841,163.10	\$3,519.13
YC Treas Fund #644 (Equip Res)	\$3,027.78	\$3,022.45	\$5.33
YC Treas Fund #646 (ID #6)	\$11,498.84	\$11,478.58	\$20.26
YC Treas Fund #647 (Annex Irr)	\$11.46	\$11.45	\$0.01
YC Treas Fund #648 (Annex Dom)	\$89.10	\$88.95	\$0.15
YC Treas Fund #649 (Off Equip Res)	\$5,530.51	\$5,520.76	\$9.75
YC Treas Fund #650 (Reserve)	\$878,211.40	\$876,662.88	\$1,548.52
YC Treas Fund #393 (Trmt Plnt)	\$2,763.86	\$2,758.99	\$4.87
Total Cash on Hand	\$4,204,599.28	\$4,132,813.00	\$71,786.28
Reserve Accounts			
Reserve Savings Money Market (River Valley Bank)	\$96,256.13	\$96,250.41	\$5.72
CIP Money Market Account (River Valley Bank)	\$184,117.83	\$184,105.32	\$12.51
Total in Reserve	\$280,373.96	\$280,355.73	\$18.23
Total in All Accounts not including FT Tank and YC Water Sale Account	\$4,484,973.24	\$4,413,168.73	\$71,804.51
FT Tank Money Market Account (River Valley Bank)	\$109,055.62	\$109,048.21	\$7.41
YC Water sale Account (Mechanics Bank)	\$0.00	\$0.00	\$0.00
Total in All Accounts	\$4,594,028.86	\$4,522,216.94	\$71,811.92

North Yuba Water District

2020-21 EXPENSES OUT OF RESERVES (July 2020 - May 2021)

MEMO	DATE	AMOUNT
Public Outreach	July - May 2021	\$23,598.51
Additional Legal	July - May 2021	\$384,854.21
COVID 19	July - May 2021	\$5,975.70
Oroleve FT Ditch	July - May 2021	\$280,443.21
DWR Grant	July - May 2021	\$4,588.25
SFWP/NYWD Agreement	July - May 2021	\$37,766.99
2 Laptop Computers	July - May 2021	\$2,299.98
Boundary Change: IT Services - GIS Support	March 2020 - May 2021	\$35,027.14
USBR Grant	July - May 2021	\$1,786.25
Election Expenses	July - May 2021	\$4,411.60

TOTAL

\$780,751.84

2017-2021 FT DITCH

NorthStar FT Ditch Billing	May 2017 - May 2021	\$456,088.91
FT Ditch Prop 1 Grant Reimbursement	April 2018 - May 2021	-\$398,388.00

CURRENT FT DITCH BILLING REMAINING TO BE REIMBURSED:

\$57,700.91

North Yuba Water District

PROJECT NAME: AUDIT REPORT

DESCRIPTION: John Blomberg will give a presentation of the 2019/2020 Financial Statements and the Independent Auditor's Report, audited by Blomberg & Griffin.

COST:
\$8,600.00

SOURCE OF FUNDING:

General Funds-Budget

ACTION:

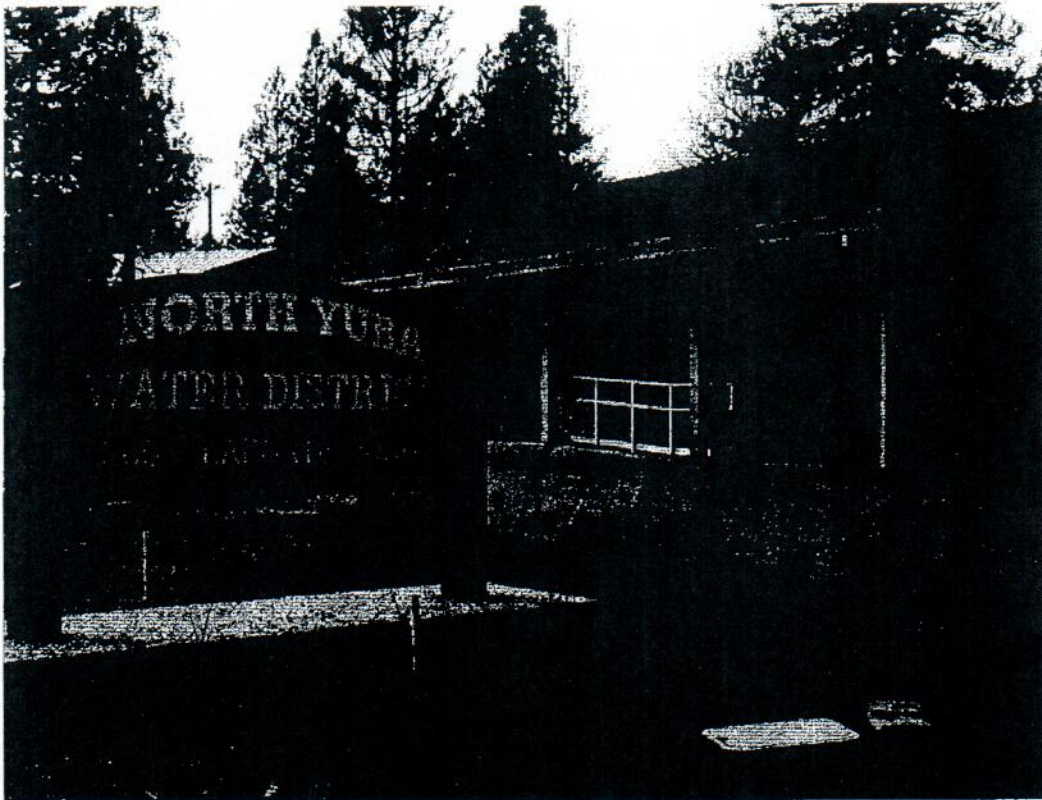
Board to approve

DRAFT

NORTH YUBA WATER DISTRICT

**FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT**

June 30, 2020 and 2019



NORTH YUBA WATER DISTRICT

TABLE OF CONTENTS

DRAFT

	<u>PAGE</u>
Management's Discussion and Analysis	1-4
Independent Auditor's Report	5-6
Statement of Net Position	7
Statement of Revenues, Expenses, and Changes in Net Position	8
Combined Statement of Cash Flows	9
Notes to the Financial Statements	10-18
 <u>SUPPLEMENTARY INFORMATION</u>	
Principal Officials	19

NORTH YUBA WATER DISTRICT
Management Discussion and Analysis
June 30, 2020 and 2019

DRAFT

Our discussion and analysis of the North Yuba Water District's financial performance provides an overview of the District's financial activities for the years ended June 30, 2020 and 2019. Please, read it in conjunction with the District's basic financial statements, which begin on page 7.

Basic Financial Statements

The District's basic financial statements include four components:

- Statement of Net Position
- Statement of Revenues, Expenses, Changes in Net Position
- Statement of Cash Flows
- Notes to the Financial Statements

The balance sheet includes all of the District's assets and liabilities, with the difference between the two reported as net position.

The balance sheet provides the basis for evaluating the capital structure of the District and assessing its liquidity and financial flexibility.

The statement of revenues, expenses and changes in net position presents information which shows how the District's net position changed during each year. All of the year's revenues and expenses are recorded when the underlying transaction occurs, regardless of the timing of the related cash flows. The statement of revenues, expenses, and changes in net position measures the success of the District's operations during the year and determine whether the District has recovered its costs through user fees and other charges.

The statement of cash flows provides information regarding the District's cash receipts and cash disbursements during the year. This statement reports cash activity in four categories:

- Operating
- Noncapital Financing
- Capital Financing and Related Financing
- Investing

The statement of cash flows differentiates from the statement of revenues, expenses and changes in net position by accounting for transactions that result in cash receipts and cash disbursements. The notes to the financial statements provide a description of the accounting policies used to prepare the financial statements and present material disclosures required by generally accepted accounting principles that are not otherwise present in the financial statements.

NORTH YUBA WATER DISTRICT
Management Discussion and Analysis
June 30, 2020 and 2019

DRAFT

Financial Analysis of the District (Continued)

Statement of Revenues, Expenses, and Changes in Net Position

	<u>2020</u>	<u>2019</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Revenue				
Operating Income	\$ 1,527,808	\$ 2,909,788	\$ (1,381,980)	-47.49%
Non-Operating Income	494,082	463,535	30,547	6.59%
 Total Revenue	 <u>2,021,890</u>	 <u>3,373,323</u>	 <u>(1,351,433)</u>	 <u>-40.06%</u>
 Operating Expenses				
Water Supply, Treatment, Distribution	888,745	843,606	45,139	5.35%
Administration Expenses	813,585	756,389	57,196	7.56%
Depreciation	239,943	217,037	22,906	10.55%
 Total Expenses	 <u>1,942,273</u>	 <u>1,817,032</u>	 <u>125,241</u>	 <u>6.89%</u>
 Changes in Net Position	 <u>79,617</u>	 <u>1,556,291</u>	 <u>(1,476,674)</u>	 <u>-94.88%</u>
 Net Position- Beginning of Year	 <u>10,433,987</u>	 <u>8,877,696</u>	 <u>1,556,291</u>	 <u>17.53%</u>
 Net Position- End of Year	 <u>\$ 10,513,604</u>	 <u>\$ 10,433,987</u>	 <u>\$ 79,617</u>	 <u>0.76%</u>

Capital Assets

As of June 30, 2020, District invested in capital assets, net of accumulated depreciation was \$5,410,372. The District purchased \$211,605 of capital assets during fiscal year end June 30, 2020. The depreciation expense was \$239,943. Capital assets, net of accumulated depreciation was decreased by \$28,340 due to depreciation exceeding capital purchase.

As of June 30, 2019, District invested in capital assets, net of accumulated depreciation was \$5,438,712. The District purchased \$522,565 of capital assets during fiscal year end June 30, 2019. For the year ended June 30, 2019, depreciation expense was \$217,037. Capital assets, net of accumulated depreciation was increased by \$305,528.

Capital Debt

As of and for the fiscal years ending June 30, 2020, and 2019, the District did not have any capital debts.

NORTH YUBA WATER DISTRICT
Management Discussion and Analysis
June 30, 2020 and 2019

Economic Factors

FY2020 - The District incurred a \$414,465 operating loss during fiscal year 2020, and a \$1,092,276 operation gain during fiscal year 2019. Operating income for fiscal year 2020 decreased primarily from power revenues. Power revenue varies significantly from year-to-year dependent upon hydrological and other factors. The positive change of net position of \$79,617 for fiscal year 2020 is due to non-operating income of \$494,082.

FY2019 - The District incurred a \$1,092,276 operating gain during fiscal year 2019, and a \$2,623,016 operation gain during fiscal year 2018. Operating income for fiscal year 2019 decreased primarily from power revenues. Power revenue varies significantly from year to year dependent upon hydrological and other factors. The operating revenues for fiscal year 2019 increased by non-operating income of \$463,535 resulting in an overall increase in net position of \$1,556,291.

Contacting the District's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have any questions regarding this report or need additional financial information, please contact North Yuba Water District, P.O. Box 299, Brownsville, CA 95919

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
North Yuba Water District
Brownsville, CA

Report on the Financial Statements

We have audited the accompanying financial statements of North Yuba Water District as of and for the years ended June 30, 2020 and 2019 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the *State Controller's Minimum Audit Requirements for California Special Districts*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the North Yuba Water District, as of June 30, 2020 and 2019 and the respective changes in financial position, and, where applicable, cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 1 thru 4 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Blomberg & Griffin A.C.
Stockton, CA
February 09, 2021

NORTH YUBA WATER DISTRICT

Statement of Net Position
June 30, 2020 and 2019

ASSETS

	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash in Bank	\$ 182,127	\$ 184,384
Cash in County	3,519,835	3,412,308
Accounts Receivable (net allowance of -0-):	31,460	27,974
Inventory	31,859	28,734
Prepaid Expenses	7,239	5,122
Total Current Assets	<u>3,772,520</u>	<u>3,658,522</u>
CAPITAL ASSETS AT COST		
Land	142,037	142,037
Property and Equipment	8,878,988	8,852,099
Less Accumulated Depreciation	(4,595,326)	(4,355,383)
Net Property and Equipment	<u>4,425,699</u>	<u>4,638,753</u>
Construction in Progress	608,782	424,068
Land for Future Use	375,891	375,891
Total Capital Assets - Net	<u>5,410,372</u>	<u>5,438,712</u>
Restricted Assets:		
Cash with County	897,512	878,668
Tank Project - Cash	108,991	108,782
Capital Improvement Project	184,008	183,656
Saving Money Market	111,335	111,121
Reserve - Savings	96,211	96,029
YC Water Sales	59,921	109,803
Total Restricted Assets	<u>1,457,978</u>	<u>1,488,059</u>
TOTAL ASSETS	<u>\$ 10,640,870</u>	<u>\$ 10,585,293</u>
	LIABILITIES AND NET POSITION	
CURRENT LIABILITIES		
Accounts Payable	\$ 39,531	\$ 61,916
Compensated Absences	39,905	44,824
Customer Deposits	47,830	44,566
Total Current Liabilities	<u>127,266</u>	<u>151,306</u>
Long-Term Debt, Net of Current Portion	-	-
Total Liabilities	<u>127,266</u>	<u>151,306</u>
NET POSITION		
Invested in Capital Assets, Net of Related Debt	5,410,372	5,438,712
Restricted	1,457,978	1,488,059
Unrestricted	3,645,254	3,507,216
Total Net Position	<u>10,513,604</u>	<u>10,433,987</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 10,640,870</u>	<u>\$ 10,585,293</u>

See accompanying notes to the financial statements

NORTH YUBA WATER DISTRICT
Statement of Revenues, Expenses, and Changes in Net Position
For the Years Ended June 30, 2020 and 2019

DRAFT

	2020	2019
OPERATING REVENUES		
Irrigation	\$ 37,466	\$ 22,521
Domestic	241,602	240,346
Power Revenue	709,000	2,102,737
Resale	381,240	364,815
Grants and Other Revenues	158,500	179,369
	<u>1,527,808</u>	<u>2,909,788</u>
OPERATING EXPENSES		
Source of Supply	285,267	258,910
Water Treatment	195,925	183,171
Transmission & Distribution	407,553	401,525
Administrative & General	813,585	756,389
Depreciation	239,943	217,037
	<u>1,942,273</u>	<u>1,817,032</u>
Net Income (Loss) from Operations	<u>(414,465)</u>	<u>1,092,756</u>
NON-OPERATING REVENUES (EXPENSES)		
Tax Revenue	404,485	383,621
Interest Income	89,597	79,914
	<u>494,082</u>	<u>463,535</u>
Changes in Net Position	79,617	1,556,291
Net Position - Beginning of Year	<u>10,433,987</u>	<u>8,877,696</u>
NET POSITION - END OF YEAR	<u>\$ 10,513,604</u>	<u>\$ 10,433,987</u>

See accompanying notes to the financial statements

NORTH YUBA WATER DISTRICT
Statement of Cash Flows
For the Years Ended June 30, 2020 and 2019

DRAFT

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash Receipts from Customers	\$ 1,527,586	\$ 2,920,956
Cash Payments to Suppliers	(916,372)	(854,670)
Cash Payments to Administrative & General	(818,504)	(758,728)
Net Cash Provided (Used) by Operating Activities	(207,290)	1,307,558
CASH FLOWS FROM NON-CAPITAL ACTIVITIES:		
Receipts from Taxes, Assessments, and Nonoperating Revenue Less Other Nonoperating Expenses	404,485	383,621
Net Cash Provided (Used) by Non-Capital Activities	404,485	383,621
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Purchase of Capital Assets/Adjustment in Capital Asset	(211,605)	(522,565)
Net Cash Provided (Used) by Capital and Related Financing Activities	(211,605)	(522,565)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Interest Income	89,597	79,914
Net Cash Provided (Used) by Investing Activities	89,597	79,914
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	75,187	1,248,528
CASH - BEGINNING OF YEAR	5,084,751	3,836,223
CASH - END OF YEAR	\$ 5,159,938	\$ 5,084,751
RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Net Operating Income (Loss)	\$ (414,465)	\$ 1,092,756
Adjustments to Reconcile Operating Loss to Net Cash Provided by Operating Activities:		
Depreciation	239,943	217,037
Change in Assets and Liabilities:		
Accounts Receivable	(3,486)	8,787
Inventory	(3,125)	(3,819)
Prepaid Expenses and Other Current Assets	(2,117)	35,743
Accounts Payable	(22,385)	(42,988)
Deposits	3,264	2,381
Accrued Expenses and Other Liabilities	(4,919)	(2,339)
Net Cash Provided by (used for) Operating Activities	\$ (207,290)	\$ 1,307,558

See accompanying notes to the financial statements

NORTH YUBA WATER DISTRICT

Notes to Financial Statements
June 30, 2020 and 2019

D R A F T

1. Organization:

The North Yuba Water District (the "District") was formed on July 22, 1952 under California law for the purpose of providing domestic (treated) and irrigation (untreated) water service within the District boundaries. The earlier years of the District's existence were spent resolving water rights disputes against the Oroville-Wyandotte Irrigation District. A lengthy series of hearings resulted in State Decisions D-838 and D-907 and culminated with the March 8, 1958 and December 9, 1959 Agreements with OWID. The 1959 agreement was amended in 1965 and then superseded in 2005 by the NYWD/SFWPA agreement discussed in item 9 below.

There are five improvement Districts within the North Yuba Water District. Improvement District #1 was formed on March 25, 1964 for the irrigation service area. Improvement District #2 was formed on September 10, 1966 for the domestic service area. Improvement District #3 was formed on April 30, 1968 for the Forbestown water distribution system. Improvement District #5 was formed on July 19, 1974 for the New York House Road water distribution system. Improvement District #6 was formed on February 3, 1979 for the Rackerby water distribution system. At this time, the District serves domestic water to approximately 770 active services in or near the communities of Brownsville, Challenge, Forbestown, and Rackerby, and serves irrigation water to 110 active services in the Dobbins-Oregon House area.

The North Yuba Water District is governed by a five-member Board of Directors, elected by division, who set District policy. Subject to the Board's direction, the overall operation and administration of the District is conducted under the authority of the General Manager/Secretary.

2. Summary of Significant Accounting Policies:

The accounting policies of North Yuba Water District conform to generally accepted accounting principles applicable to enterprise funds. The District applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Fund Accounting

The District is an enterprise fund. All operations are accounted as an enterprise fund.

Enterprise Fund – The enterprise fund is used to account for water operations that are financed and operated in a manner similar to private business enterprises. The intent of the District is that the costs (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2020 and 2019

2. Summary of Significant Accounting Policies (continued):

Basis of Accounting

The basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The District's books and accounts are based upon the Uniform System of Accounts for Public Utilities as prescribed by the Division of Local Government Fiscal Affairs of the State of California. The records are maintained, and the accompanying financial statements are presented on the accrual basis of accounting.

Operating revenues and expenses, such as water sales along with water purchases, result from exchange transactions associated with the principal activity of the District. Exchange transactions are those in which each party receives and gives up essentially equal values. Management, administration, and depreciation expenses are also considered operating expenses. Other revenues and expenses not included in the above categories are reported as non-operating revenues and expenses. Non-operating revenues and expenses, such as grant funding, investment income, and interest expense, result from non-exchange transactions, in which, the District gives (receives) value without directly receiving (giving) value in exchange.

Inventories

Inventories have been valued at the lower of cost (first in, first out) or market.

Depreciation

Utility, plant, and equipment are recorded on the basis of purchase cost. Assets acquired by contributions are recorded at estimated cost or fair market value at the date of acquisition.

Depreciation is calculated by the straight-line method over the estimated useful lives of 3 to 50 years.

Interest Capitalization

Interest costs are charged to construction projects during the period of construction.

Statement of Cash Flows

All highly liquid investments with a maturity of three months or less when purchased, are considered to be cash equivalents.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2020 and 2019

2. Summary of Significant Accounting Policies (continued):

Compensated Absences

Vested or accumulated vacation leave, comp. time, and sick pay that is expected to be liquidated with expendable available financial resources is reported as a current liability.

Budget and Budgetary Accounting

The Board of Directors annually adopts an operating budget. The operating budget is prepared on the accrual basis to match the operating statements.

Tax Revenue

Property tax revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The District considers property tax revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Cash

The District holds its cash in the County of Yuba Treasury. The County maintains a cash and investment pool and allocates interest to the various funds based upon the average monthly cash balances. The funds held by the County can be withdrawn on demand. Information regarding categorization of investments can be found in the County of Yuba statements. The District also maintains an interest-bearing account with a local bank.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

NORTH YUBA WATER DISTRICT
Notes to Financial Statements
June 30, 2020 and 2019

3. Cash:

At year-end June 30, 2020 the carrying amount of the District's deposits was \$742,593. All of the bank balances were covered by Federal Depository Insurance and collateral held in the pledging bank's trust department. At year-end June 30, 2019 the carrying amount was \$793,776.

At year-end June 30, 2020 cash with a carrying amount of \$4,417,347 was held by Yuba County in the District's name. At year-end June 30, 2019 the amount was \$4,290,975.

	Balance June 30, 2020	Balance June 30, 2019
Petty Cash	\$ 830	\$ 830
Cash in Checking		
- Unrestricted	181,297	183,555
- Restricted - Tank	292,999	292,438
- Restricted - YC Water	59,921	109,803
Cash with County		
- Unrestricted	3,519,835	3,412,307
- Restricted	897,512	878,668
Cash In Savings		
- Reserve	207,546	207,150
Total	\$ 5,159,940	\$ 5,084,751

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2020 and 2019

4. Restricted County Cash:

Cash held in reserve with the County of Yuba at June 30, pursuant to the requirements of the District's loan and bond indebtedness agreements is:

	<u>June 30, 2020</u>	<u>June 30, 2019</u>
Safe Drinking Water Contract	\$ 2,730	\$ 2,673
Rackerby Improvement Loan	<u>11,359</u>	<u>11,121</u>
	14,089	13,794
Balance at June 30, 2020 and 2019 in reserve accounts which were established by the Board of Directors for facility fees associated with the upgrade and expansion of the domestic and irrigation systems	7,345	7,191
Restricted balances that were created by annexation fees	99	97
Board of Directors designated reserve for capital improvement.	870,514	852,237
Board of Directors designated reserve for office equipment replacement	<u>5,463</u>	<u>5,349</u>
	<u>\$ 897,510</u>	<u>\$ 878,668</u>

5. Aged Accounts Receivable:

Trade accounts receivable consists of the following on June 30:

	<u>2020</u>		<u>2019</u>	
	<u>Total</u>		<u>Total</u>	
	<u>Accounts</u>	<u>Amount</u>	<u>Accounts</u>	<u>Amount</u>
0 - 30	496	\$ 18,213	507	\$ 18,149
30 - 60	74	3,606	85	4,389
60 - 90	40	1,767	37	1,624
Over 90 Days	<u>41</u>	<u>7,874</u>	<u>45</u>	<u>3,812</u>
	<u>651</u>	<u>\$ 31,460</u>	<u>674</u>	<u>\$ 27,974</u>

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2020 and 2019

6. Capital Assets:

Changes in capital assets for the years ended June 30, 2020 and 2019 are as follows:

	Balance, July 1, 2018	2019 Additions	Balance June 30, 2019	2020 Additions	Balance, June 30, 2020
Organizational Costs	\$ 4,510	\$ -	\$ 4,510	\$ -	\$ 4,510
Water Rights	138,841	-	138,841	-	138,841
Land	142,037	-	142,037	-	142,037
Source of Supply plant	73,805	-	73,805	-	73,805
Pumping Plant	63,526	-	63,526	-	63,526
Water Treatment Plant	2,325,226	9,187	2,334,413	26,892	2,361,305
Transportation and Distribution System	4,326,869	235,557	4,562,426	-	4,562,426
General Plant and Equipment	1,536,128	138,450	1,674,578	-	1,674,578
Construction in Progress	284,697	139,371	424,068	184,714	608,782
Total Capital Assets	\$ 8,895,639	\$ 522,565	\$ 9,418,204	\$ 211,606	\$ 9,629,810

7. Accounts Payable:

Accounts payable for the fiscal years ended June 30, 2020, and 2019 are as follows:

	2020	2019
Accounts Payable	\$ 39,531	\$ 61,916
Total Accounts Payable	\$ 39,531	\$ 61,916

8. Retirement Plan:

On July 1, 1995 the District entered into a pension plan with Laborers' International Union of North America, National Pension Fund. The District pays \$1.60 for every regular hour worked (173.5 average per month) for all full-time permanent employees into the fund.

The District has a deferred compensation plan which is in compliance with Internal Revenue Code Section 457. The District contributes the difference of 10% (which includes applicable payroll taxes) of the employees base wages minus the amount paid into the pension plan for each employee. Contributions are made on a voluntary basis by the plan participants. No employee may contribute over 25% of yearly base salary or \$7,500 per year, whichever is the lesser amount (this includes the amount that the District contributes). The maximum amount is increased to \$15,000 for the last three years before the participant attains normal retirement age.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2020 and 2019

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9. South Feather Power Project (SFPP):

On May 27, 2005 the District (NYWD) entered into a new agreement with South Feather Water and Power Agency (SFWPA), which superseded the 1959 agreement with OWID that is discussed in item 1 above. The 2005 agreement was amended in 2010 and 2013.

Details of the 2005 agreement, as amended include the following:

- A. NYWD may continue to receive 3,700 af/yr. from the SFPP at SF-14 at no cost.
- B. After June 30, 2010, NYWD also may receive up to 4,500 acre-feet per year of water at SF-14. NYWD will pay the SFPP Joint Facilities Operating Account for the value of any lost generation at the Woodleaf and Forbestown Powerhouses associated with this water.
- C. After June 30, 2010, NYWD also may receive up to 15,500 af/yr. of additional water at SF-14. NYWD will pay the SFPP Joint Facilities Operating Account for the value of any lost generation at the Woodleaf, Forbestown and Kelly Ridge Powerhouses associated with such water.
- D. If curtailments in deliveries of water from the SFPP to SFWPA and NYWD for consumptive uses ever are necessary, then such curtailments will be made to SFWPA and NYWD in equal percentages of the demands of SFWPA and NYWD for water for consumptive uses.

Disposition of net SFPP power revenues after 2010

- A. SFPP net power revenues will be divided and paid on or before April 15 of each year, one half to SFWPA's general account and the other half to NYWD's general account.
- B. SFWPA's costs of obtaining the new FERC license will be post-2010 SFPP Joint Facilities costs that will be paid from the SFPP Joint Facilities Operating Account before net power revenues are calculated. Such repayment will be made by uniform payments spread over the first 5 year after 2010.
- C. A SFPP Contingent Reserve Account of \$15,000,000 was established in 2011. At least \$709,000 of net power revenues will be distributed to SFWPA and \$709,000 will be distributed to NYWD each year, except in very dry years when there are no net power revenues.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2020 and 2019

9. South Feather Power Project (SFPP) (continued):

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New SFPP Facilities

- A. If SFWPA decides to construct any new power-generation facilities as part of the SFPP, and if NYWD decides to participate in such new facilities, then the costs of such facilities will be financed or paid through the SFPP Joint Facilities Operating Account, and all power revenues from, or associated with such facilities will be paid into the SFPP Joint Facilities Operating Account.
- B. SFWPA will own the Sly Creek Powerhouse as a separate facility and SFWPA will be solely responsible for the powerhouse's operation, maintenance, repairs and replacements, unless NYWD decides to "buy in" to this facility.

Forbestown Pipeline and Forbestown Ditch

- A. SFWPA transferred to NYWD, on January 1, 2011, all of SFWPA's interests in the Upper Forbestown Ditch (including all of SFWPA's water rights in Oroleve Creek). This transfer did not include any part of the Forbestown Ditch below Gauge WD-6, and NYWD did not have any obligation to serve any of SFWPA's Forbestown Ditch customers. After this transfer, NYWD is obligated to convey up to 11 cfs and 3,720 af/yr. of water from SF-14 through the Upper Forbestown Ditch to SFWPA at WD-6, for SFWPA then to convey rest of the Forbestown Ditch to its customers. SFWPA is not being responsible for any Upper Forbestown Ditch conveyance losses, and all Upper Forbestown Ditch conveyance losses will be subtracted from NYWD's water. NYWD may construct a pipeline or pipelines to replace some or all reaches of the Upper Forbestown Ditch

10. Risk of Loss:

North Yuba Water District is exposed to various risks of loss related to theft of, damage to, and destruction of assets, and injuries to employees. During the 2020 fiscal year, the District purchased certain commercial insurance coverages to provide for these risks.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2020 and 2019

11. Net Position:

Net Position at June 30, Consist of:

	<u>2020</u>	<u>2019</u>
Investment in Capital Assets	<u>\$ 5,410,372</u>	<u>\$ 5,438,712</u>
Restricted Reserves:		
WPT Loan	108,991	108,782
County Accounts	897,512	878,668
Capital Improvements	184,008	183,656
Money Market-Savings	111,335	111,121
Reserve-Savings	96,211	96,029
YC Water Sales	<u>59,921</u>	<u>109,803</u>
Total Restricted Reserves	<u>1,457,978</u>	<u>1,488,059</u>
Unrestricted	<u>3,645,254</u>	<u>3,507,216</u>
Total Net Position	<u><u>\$ 10,513,604</u></u>	<u><u>\$ 10,433,987</u></u>

12. Subsequent Events:

Management has evaluated subsequent events through February 09, 2021, the date these June 30, 2020 financial statements were available to be issued.

NORTH YUBA WATER DISTRICT

PRINCIPAL OFFICIALS



Board of Directors:

Eric Hansard

President

Doug Neilson

Vice President

Gary Hawthorne

Gretchen Flohr

Staff:

Jeffrey Maupin

Manager/Secretary
to the Board

Heidi Naether

Finance Manager

North Yuba Water District

PROJECT NAME: Budget 2021/2022

DESCRIPTION: Review and Approve 2021/2022 draft budget.

COST:

SOURCE OF FUNDING:

ACTION: Review and approve

May 27, 2021

Jeff Maupin
General Manager
North Yuba Water District
8691 La Porte Road
Brownsville, CA 95919

**Subject: Proposal for Engineering Services for North Yuba Water District –
Quantification of Water Conservation and Water Marketing Feasibility
Study**

Dear Mr. Maupin:

Thank you for the opportunity to submit this proposal to provide engineering services for this project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedule, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

It is our understanding that the North Yuba Water District (NYWD or District) holds water rights in various counties and delivers water for municipal, domestic and irrigation purposes. The District operates a complex conveyance system that includes portions that may be subject to water losses. There appear to be opportunities to improve the existing conveyance system to conserve water for the benefit of the District's water users or to promote future water sales within and/or outside the District's service area.

The District is seeking an evaluation of the District facilities including a review of conservation measures which have been implemented or may be implemented in the near future where the potential water savings can be quantified under its existing water rights. Specifically, the District is seeking assistance to quantify the potential amount of water conserved following future implementation of the Forbestown Pipeline Project which includes replacement of approximately 10 miles of open channel canal. Following review of the potential water savings through conservation of existing and proposed projects the District is seeking recommendations on how to facilitate the potential sale of this water supply within and/or outside of the District service area from a practical, contractual and regulatory perspective.

Scope of Services

This proposal breaks the project into two tasks. Task 1 includes an analysis of the potential water conserved under existing and proposed water conservation projects. Task 2 includes a review of the potential opportunities to sell or exchange the quantity of conserved water from a practical, contractual and regulatory perspective.

Our proposed scope of work for this project is described below.

Task 1: Quantification of Water Conservation Activities (Past and Proposed)

- Review California Water Code and California Code of Regulations (CCR) statutes to identify the regulatory requirements and/or limitation to quantification of water conservation activities under the District's water right licenses/claims, as appropriate.
- Obtain and review any applicable measurement data for conveyance system (obtain data from 2000-2020 water use – or other duration – as mutually agreed upon).
- Develop and perform water balance of NYWD conveyance system.
- Quantify water conservation to-date.
- Review proposed water conservation activities, specifically Forbestown Pipeline Project and estimate potential water conservation (as a result of implementation)
- Provide recommendations regarding implementation of conservation activities to verify estimate

Deliverables: Quantification of Water Conservation Activities within NYWD (or similarly named report)

Task 2: Water Marketing Feasibility Study

- Review California Water Code and CCR statutes to identify the regulatory requirements and/or limitation to transfer of water conservation activities under the District's water right licenses/claims, as appropriate.
- Review NYWD agreements and contracts to identify opportunities (and limitations) to transfer of water within and/or outside service area.
- Explore potential marketing opportunities for the sale/exchange of conserved water.
- Develop strategy for marketing the conserved water identified in Task 1 and provide recommendations relative to facilitation of a future water transfer.

Deliverables: Water Marketing Feasibility Study (or similarly named report)

Professional Fees

Provost & Pritchard Consulting Group will perform the services on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. For budgeting purposes, our preliminary estimate is that over the next 6 months, our fees will be \$104,000 for both Task 1 and Task 2, as outlined above. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated ranges above. If it appears we will need to exceed the upper range above, we will notify you in writing before we do so, and will provide a revised estimate. We will not continue work beyond the initial budget without additional authorization.

Proposed Fee – Quantification of Water Conservation and Water Marketing Feasibility Study	
Task Number	Estimated Fee
Task 1	\$64,000
Task 2	\$40,000
Total Estimated Fee:	\$104,000

The line items shown above are estimates and are not intended to limit billings for any given Task. Required task effort may vary up or down from the line item estimates shown, however total billings will not exceed the Total shown without additional authorization.

A retainer of \$10,400 (10% of total estimated fee) will be required in order to proceed. The retainer will be held and will be applied to the final project invoice.

Schedule

Following approval and engagement of our services a mutually agreed upon project schedule will be developed for both Task I and Task II. Ideally this work would begin in July of 2021 and would be completed within 6 months of the approval of our engagement for this project. It is our intent to complete these tasks concurrently on a parallel project schedule and capture efficiencies where present to reduce overall project costs, as appropriate. Project management and coordination including monthly status updates, calls with the District and attendance of meetings (as directed) will be prorated between Tasks I and II. This proposed schedule assumes all data needed to complete the water balance is readily available and no new data is needed, as further described below.

Assumptions

- All necessary documents (SWRCB files, contracts, previously prepared reports, etc) will be readily available and provided to P&P in a timely manner
- One site visit (2-man crew for 1 full day)
- Includes monthly status update memos transmitted via email (1 per month for 6 months)
- Monthly coordination calls with District/Agency staff, as needed (1 per month for 6 months)
- Preparation of 1-draft report for each task with opportunity for District/Agency comments
- Preparation of final report for each task incorporating District/Agency comments
- Does not include additional water measurement

Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Implementation of the recommendations provided in Task II of this scope
- Implementation of water conservation activities
- Verification of quantity of water conserved following implementation
- Continued regulatory compliance related to laws/statutes not in place by the date of this proposal
- Facilitation of a water transfer from/within NYWD

Terms and Conditions

If this proposal is acceptable, please sign the Consultant Services Agreement, and return a copy to our office along with the required retainer. These documents will serve as our Notice to Proceed. This proposal is valid for 60 days from the date above.

Respectfully,
Provost & Pritchard Consulting Group


Dan Flory, PE 33004
Principal Engineer


Linda G. Sloan, PG/CHG 8299/930
Vice President

Terms and Conditions Accepted

By North Yuba Water District

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date



286 W. Cromwell Avenue
 Fresno, CA 93711-6162
 (559)449-2700
 FAX (559)449-2715
www.provostandpritchard.com

**CONSULTANT
 SERVICES
 AGREEMENT**

CSA No: 21-188

Client	<u>North Yuba Water District</u>	Proposal No.	<u>21-188</u>
Attention	<u>Jeff Maupin</u>	Telephone	<u>(530) 675-2567</u>
Bill To	<u>North Yuba Water District</u>	Fax	<u></u>
Billing Address	<u>8691 La Porte Road</u>	E-Mail	<u>jmaupin@nywd.org</u>
City, Zip Code	<u>Brownsville, CA 95919</u>		
Project Title	<u>Quantification of Water Conservation and Water Marketing Feasibility Study</u>	Location	<u>Yuba County, California</u>

Description of Services: Please see Proposal 21-188 dated May 20, 2021. Additional scopes of work may be authorized under this CSA at the request of the client.

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product 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 its obligations under this agreement.
5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions

of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.

6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client Indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties,

- obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
 14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
 15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 18.
 16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
 17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
 18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. **Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.**

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 28.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the

- responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client	_____	Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
By	_____	By <u>Linda G. Sloan</u>
Name	_____	Name <u>Linda G. Sloan, PG/CHG</u>
Title	_____	Title <u>Vice President</u>
Date Signed	_____	Date Signed <u>May 20, 2021</u>

Dan Flory, PE

Principal Engineer

Education

- ✓ B.S., Civil Engineering, California State University, Chico
- ✓ Executive Management Program, University of California, Davis

Registration/Certifications

- ✓ Civil Engineer, California #33004

Areas of Expertise

- ✓ Water Resources Engineering
- ✓ Water Banking
- ✓ Water Transfers
- ✓ Bid Documents
- ✓ Data Analysis



Professional Summary

Dan Flory is a Principal Engineer specializing in water resources with Provost & Pritchard. Mr. Flory has more than 30 years of experience in water resources engineering including water banking and transfers. He served for over 20 years in progressively more responsible roles for the California Department of Water Resources, culminating in his position as an executive manager. He is an experienced advisor to legislative staffs, appointed officials and board members as well as serving as an expert witness providing testimony in litigation involving water rights.

Relevant Experience

Antelope Valley East Kern Water Agency, General Manager – Led the development of three groundwater banks in the Antelope Valley, including recharge basins and over 30 extraction wells to meet local water quantity and dry year supply needs. Represented the Agency in groundwater adjudication negotiations. Provided testimony in court proceedings related to the Antelope Valley Adjudication. Reporting to the Board of Directors, Mr. Flory was also responsible to oversee all operations of the Agency. He managed a \$45 million budget and 40 operations and administrative staff. His position also included supplying water through four water treatment plants to a population of about 400,000 and 2,400 square miles in the Mojave Desert and Antelope Valley. He led the development of the Agency's local water banks, recharging SWP water in 2011 allowing the Agency to meet all water quality and water supply needs during a four-year drought. He also negotiated water delivery and exchange agreements to net \$13 million in additional revenue for the Agency. (2014-2015)

California Department of Water Resources, Office Chief – Led an office of 100 engineers and analysts administering the water and power contracts for the State Water Project. Reporting to the SWP Deputy Director and leading the Department's efforts to renegotiate and extend the long-term water supply contracts, Mr. Flory developed new and revised contract terms to fund major capital improvements including the through Delta facilities and address SWP bonding and cash flow issues. He provided expert testimony and technical support to defend the Department's long-standing practices in the allocation of water and power costs among the water contractors. As Executive Manager for FloodSAFE California he provided oversight and executive direction to the FloodSAFE program with an annual budget was over \$700 million a year. He also directed the work of a large multi-disciplinary matrix management team of Department staff and consultants; developed the bond expenditure plan and managed over one hundred programs and projects and reported to the legislature and Department management all expenses and progress of the work. (2006-2009)

WATER RIGHTS AND TRANSFERS

AVEK 2014-15 Dry Year Exchanges, Antelope Valley East Kern Water Agency, General Manager – negotiated water transfer and exchange agreements involving SWP supplies to firm up dry year supplies and recover over \$13 million in SWP costs for the Agency.

Monterey Amendment, Water Supply Contract Negotiation, California Department of Water Resources, Principal Engineer – negotiate and draft contract language for long term water supply for the Department with Local Agencies and SWP contractors.

Term 91 Supply Study, State Water Resources Control Board, Associate Engineer – perform analysis of surface water rights to determine the availability of unappropriated water in the Sacramento – San Joaquin watershed.

Dan Flory Resume

Previous Experience

California Department of Water Resources, Sacramento, California, Division Chief – For six years, Mr. Flory supervised and directed the work of 100 engineers and analysts in the administration of power purchase and water supply contracts. The operating budget, including power purchases was about \$300 million a year. Work included the allocation of water supplies to water users and the distribution of water and power costs to 29 SWP contracting agencies. He also developed the 400 page annual report documenting the costs to contractors. (2000-2006)

California Department of Water Resources, Sacramento, California, Principal Engineer – Mr. Flory supervised and directed the work of the Water Supply Reliability Branch. Water resource planning related to the SWP, including the Bay Delta Water Rights Hearing Group, the Arroyo Pasajero Flood Study Team and the Future Water Supply Studies Group. (1997-2000)

California Department of Water Resources, Sacramento, California, Section Chief – For 11 years Mr. Flory supervised the Water Contracts Administration and Negotiation Section. He directed the work of 20 engineers and technicians, approving water delivery schedules, documenting deliveries and facilitating water transfers. He also developed contracts for the use of the SWP facilities. (1992-1997)

California State Water Resources Control Board, Sacramento, California, Water Rights Engineer – Mr. Flory was responsible to investigate, document and to present findings to the State Water Resources Control Board on water right applications and disputes. He gave presentations at public hearings and in one-on-one staff briefings of Board members; organized staff reports; facilitated public testimony and developed the hearing record on water right hearings and adjudicatory processes for surface and groundwater resources. (1986-1992)

California Department of Water Resources, Sacramento, California, Civil Design Engineer – Mr. Flory developed civil design drawings and specifications for major SWP projects including the Bottlerock Geothermal Power Plant and the Suisun Marsh Water Quality Control Structures. (1983-1986)

California State Water Resources Control Board, Sacramento, California, Associate Engineer – As an Associate Engineer, Mr. Flory performed a special study to determine the water available for appropriation in the Sacramento San Joaquin watershed. He analyzed all water rights held in the Central Valley including all appropriative and riparian rights; determined the applicability of standard water right restrictions on diversions; took field measurements and documented water diversions for a court ordered adjudication. (1980-1983)

Syblon-Reid, Engineering Contractors, Folsom California, Project Engineer – Mr. Flory served as a Field Engineer and surveyor on several water resources construction projects including the Atwater wastewater treatment plant expansion, Roaring River Slough levee repair and road construction and the Friant-Kern Canal maintenance and lining repair. He developed bid documents and progress payment estimates.

EST. 1968

**PROVOST &
PRITCHARD**

CONSULTING GROUP

An Employee Owned Company

PROVOST & PRITCHARD CONSULTING GROUP
STANDARD FEE SCHEDULE
 Effective 1/1/2021
 (hourly rates)

This schedule supersedes previously published fee schedules as of the effective date
Multi-year contracts are subject to any subsequent changes in these rates

Fee

ENGINEERING STAFF:

Assistant Engineer	\$ 95.00 - \$120.00
Associate Engineer	\$110.00 - \$142.00
Senior Engineer	\$150.00 - \$182.00
Principal Engineer	\$190.00 - \$230.00
Associate Structural Engineer	\$130.00 - \$145.00
Senior Structural Engineer	\$140.00 - \$170.00
Principal Structural Engineer	\$180.00 - \$230.00

SPECIALISTS:

Associate Biologist	\$ 95.00 - \$115.00
Senior Biologist	\$120.00 - \$150.00
Assistant Environmental Specialist	\$ 90.00 - \$120.00
Associate Environmental Specialist	\$126.00 - \$155.00
Senior Environmental Specialist	\$155.00 - \$185.00
Principal Environmental Specialist	\$195.00 - \$225.00
Assistant GIS Specialist	\$ 75.00 - \$ 93.00
Associate GIS Specialist	\$100.00 - \$120.00
Senior GIS Specialist	\$125.00 - \$165.00
Assistant Geologist/Hydrogeologist	\$ 95.00 - \$110.00
Associate Geologist/Hydrogeologist	\$120.00 - \$145.00
Senior Geologist/Hydrogeologist	\$155.00 - \$185.00
Associate Water Resources Specialist	\$100.00 - \$125.00
Senior Water Resources Specialist	\$127.00 - \$155.00

PLANNING STAFF:

Assistant Planner	\$ 80.00 - \$100.00
Associate Planner	\$105.00 - \$130.00
Senior Planner	\$140.00 - \$168.00
Principal Planner	\$173.00 - \$196.00

TECHNICAL STAFF:

Assistant Technician	\$ 75.00 - \$ 97.00
Associate Technician	\$102.00 - \$125.00
Assistant Structural Technician	\$ 75.00 - \$ 85.00
Associate Structural Technician	\$136.00
Senior Technician	\$130.00 - \$150.00

CONSTRUCTION SERVICES:

Associate Construction Inspector	\$120.00 - \$140.00
Senior Construction Inspector	\$145.00 - \$167.00
Principal Construction Inspector	\$175.00 - \$205.00
Construction Inspector Prevailing Wage ⁽¹⁾ ⁽²⁾	\$187.00 - \$218.00

SUPPORT STAFF:

Administrative Assistant	\$ 70.00 - \$ 90.00
Project Administrator	\$ 78.00 - \$ 98.00
Project Manager	\$130.00 - \$200.00
Intern	\$ 65.00

SURVEYING SERVICES:

Assistant Surveyor	\$ 95.00 - \$115.00
Licensed Surveyor	\$140.00 - \$170.00

		<u>Prev. Wage ⁽¹⁾</u>
1 Man Survey Crew	\$175.00	\$200.00
2 Man Survey Crew	\$245.00	\$285.00
2 Man Survey Crew including LS	\$280.00	\$295.00
UAV (Drone) Services	\$210.00	

(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)

EXPERT WITNESS: As quoted.

TRAVEL TIME (for greater than 1 hour from employee's base office): \$80/hr (unless the individual's rate is less)

PROJECT COSTS:

Mileage	IRS value + 15%
Outside Consultants	Cost + 15%
Direct Costs	Cost + 15%

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings and Kern Counties, other counties as quoted.
 (2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.

Sara Harper, PE, CFM

Senior Engineer

Education

- ✓ B.S., BioResources and Agricultural Engineering, California Polytechnic State University, San Luis Obispo

Registration/Certifications

- ✓ Civil Engineer, California #79108
- ✓ Certified Floodplain Manager

Areas of Expertise

- ✓ Water Rights
- ✓ Water Transfers
- ✓ Water Management
- ✓ Water Conservation
- ✓ Flood Control
- ✓ Integrated Water Resources Planning
- ✓ Natural Disaster Mitigation and Recovery Specialist

Professional Summary

Sara Harper is a Senior Engineer at Provost & Pritchard Consulting Group with more than 14 years of engineering experience in water rights, water resources, flood control and natural disaster mitigation and recovery. She is experienced in developing solutions to meet client needs through her technical expertise, team building and project management. Her experience in California, Nevada and Oregon water rights and regulations are invaluable assets to her water resources engineering expertise. She has provided grant writing and administration support to local, state and federal agencies to find funding to implement capital improvement projects and promote community resiliency from natural hazards.

Relevant Experience

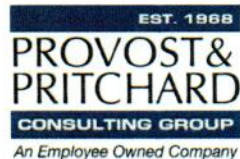
Water Rights and Regulations, CA, NV and OR, Water Resources Engineer and Expert Witness – Water right expertise in California State Water Resources Control Board processes including the development of water right applications, development and submittal of petitions for change, extensions of time and perfecting water rights to proceed to licensure. Developed models to analyze the California and Oregon water rights, capacity and use to determine the authorized quantity, efficiency and potential adverse effects of groundwater pumping for the Klamath Reclamation Project. Provided expert witness testimony in the Klamath River Adjudication relative to authorized water use, water availability and actual use of water.

Water Transfers, CA, NV and OR, Water Resources Engineer – Lead the execution and monitoring of water transfers including coordination among local, regional, state and federal regulatory agencies including CA DWR, DFW, SWRCB, State Water Contractors, USFWS, BIA, and USBR. Performed real-time analysis of available transfer water and tracked water through the state and federal water conveyance systems to ensure delivery of quantity of water transferred. Specialized skills include the quantification of water conversation to preserve the quantity under a License and where applicable the transfer of that conserved water amount to willing buyers for both short- and long-term water transfers. Performed audits of water transfer programs for CA DWR, USBR and Government Analyst Office to review efficacy of water transfer programs including the development of lessons learned report to guide future water transfer programs.

Integrated Water Resource Management and Planning, CA and OR, Water Resources Engineer – Integral in the development of the On-Project Plan and associated environmental documentation to support the US Bureau of Reclamation, Klamath Reclamation Project. Developed and mentored multifaceted team to provide technical support to local, state and federal agencies. Developed surface and groundwater management plans for irrigation districts to provide framework for water management and conservation including identifying flood control and drought mitigation measures to address volatile water conditions.

Water Resource Conservation, CA, OR, and NV, Water Resources Engineer – Quantified water savings that could be made available through implementation of water conservation techniques and technologies. Prepared documentation to ensure these quantities were credited to a water right license or claim pursuant to the applicable water code section. Supported, executed and monitored long term water transfer programs that used water conservation as the method to make water available.

Sustainable Groundwater Management Act, CA, Water Resources Engineer - Provided technical support to develop Groundwater Sustainability Agencies,



facilitate formation of local governance, Groundwater Sustainability Plans and implementation strategy.

Hazard Mitigation and Recovery Support, CA, NE, TX and FL, Hagerty Consulting, Sacramento, California, Senior Managing Associate – Providing hazard mitigation and recovery support leveraging FEMA experience including programmatic knowledge of Section 404, 406, 407 and 428 FEMA funding mechanisms and CDBG-DR and/or CDBG-MIT HUD programs. Serving as a subject matter expert for water resources engineering related activities including drought and flood mitigation. Overseeing grant compliance with environmental and historic preservation (EHP) activities including NEPA, Section 7, NHPA and Executive Orders 11988 and 11990.

FEMA HMTAP Non-Disaster Grant EHP Technical Support: HMTAP TOs 17-J-0007/DR 4240, 70FA6018F00000027/Multi DR 2018, 70FA2018F00000138/DR 4301 & 4305, 70FA6018F00000057/DR 4308 Contract No. HSFE60-15-D-0014 CA, NV, HI, GUAM and CNMI., Sacramento, California, Task Order Manager – Managed and provided environmental and historic preservation (EHP) technical support to Region IX for \$5 million dollars in task orders to perform compliance reviews for Hazard Mitigation Grant Program (HMGP) projects under FEMA's Hazard Mitigation Assistance (HMA) program. Support through this task order enabled FEMA Region IX to expeditiously review project applications for EHP compliance and award subrecipients funding to implement infrastructure improvements that promote resiliency. Each HMGP project application was reviewed for eligibility and completeness and as applicable, additional information was requested through an RFI process which required communication with the Applicant (state) and Subapplicant (community) to facilitate an effective and efficient EHP review and clearance. Responsible for the development of a practical framework for communication, work efforts, and deliverables; creating a project tracking spreadsheet matrix integrated with a project calendar and files using the latest technology affording the team quick access to project files, working documents, reference materials, and templates. This level of integrated and transparent communication informed FEMA of project status in real time and informed HMA program staff of the timeline for development of deliverables and reaching critical milestones.

FEMA HMTAP 70FBR80119F00000049: DR 4407 Logistics Construction Support Contract Construction Management Oversight Northern CA. Wildfires, Construction Inspector and Engineer – Deployed to oversee the construction and installation of temporary housing for FEMA's manufactured housing units (MHUs) program following the wildfires in Northern California under DR 4407. Responsibilities included review of contracts and subcontracts, construction inspection, coordination with specialists performing NEPA and Section 7 field work pursuant to environmental monitoring requirements, compliance review and auditing of contractor schedule, documentation and billing.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH YUBA WATER DISTRICT TO CENSURE DIRECTOR GRETCHEN FLOHR FOR MISCONDUCT

RESOLUTION NO. 21-758

WHEREAS, the North Yuba Water District's (District) elected officials serve as the official voice of their constituents and must conduct themselves in a responsible, respectful, and orderly manner; and

WHEREAS, in accordance with Water Code section 30530, on March 23, 2017, the District's Board unanimously adopted Resolution No. 17-724, establishing "Rules for Conduct of North Yuba Water District Board of Directors' Meetings and Governing Public Participation in Public Meetings," (Board Rules), set forth in Exhibit A to Resolution No. 17-724; and

WHEREAS, Resolution No. 17-724 states: "[T]he Board now desires to adopt a comprehensive set of rules for conduct of its meetings that are tailored to the District's specific needs and circumstances, and provide the Board and public with clear guidelines for conduct of meetings and public participation in those meetings"; and

WHEREAS, Resolution No. 17-724 further states that each Director shall receive a copy of the Board Rules, such that in their role as an elected member of the Board, each Director shall make him/herself aware of such Board Rules and abide by them; and

WHEREAS, Section 8.1 of the Board Rules states that the Board Rules "shall apply to all public meetings held by the District's Board of Directors or any of its committees" to "assure that the Board's business is conducted in an orderly fashion"; and

WHEREAS, under Section 8.7 of the Board Rules, all speakers addressing the Board (public or otherwise) are "prohibited from using coarse, crude, profane, or vulgar language" and "shall refrain from making personal attacks on Board members and staff"; and

WHEREAS, on May 10, 2021, Director Flohr attended a meet and confer meeting between SFWPA counsel and NYWD counsel regarding an ongoing dispute over the 2005 Agreement between the two agencies despite the NYWD Boards' decision that no Board member attend the meeting; and

WHEREAS, on or about the week of May 23, 2021, Director Flohr posted on her public (i.e., not restricted) Facebook page a cartoon that is both disparaging and denigrating to the District, its Board and Counsel, a copy of which is attached to this resolution as Exhibit 1; and

WHEREAS, during the Regular Meeting held on May 28, 2021, Director Flohr engaged in disorderly conduct by interrupting and being disrespectful towards the General Manager and President, as well as disparaging and argumentative with the District's General Counsel during a recorded public meeting.

BE IT RESOLVED that the Board of Directors condemns the behavior of Director Flohr and admonishes Director Flohr to conduct herself in a respectful, professional manner consistent with the duties of the office to which she was elected.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the North Yuba Water District at a special meeting held this 25 day of June, 2021, by the following votes:

AYES:

NOES:

ABSTAIN:

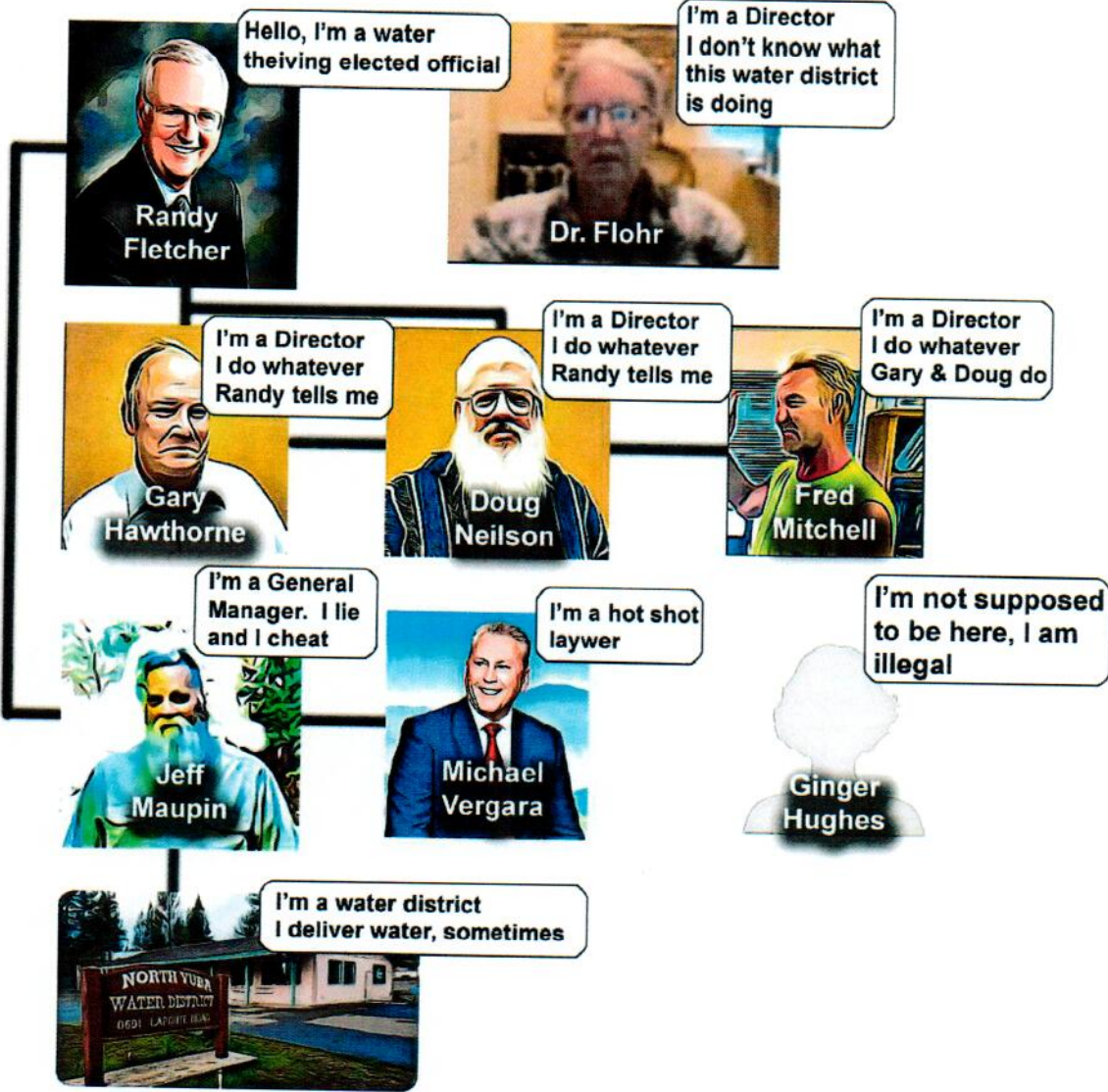
ABSENT:

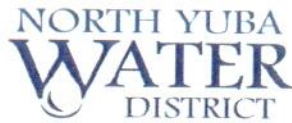
By: _____
President

ATTEST:

By: _____
District Secretary

North Yuba Water District Organizational Chart





Memorandum

Date: June 21st, 2021

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 in operation delivering water to the treatment plant and South Feather. As of May 26th, South Feather is receiving 7cfs for their irrigation. At this time maintenance to the ditch is ongoing.

Distribution:

1. Domestic meter reads for Brownsville and Rackerby were completed on time.
2. There were 4 service line leaks for the month. Job # 571 located at 9140 La Porte Rd. Job # 572 located at 109 Buckeye Dr. Job # 573 located at 8834 La Porte Rd. Job # 574 located at 17053 Del Vale Way.
3. There were 2 main line leaks for the month. Job # 575 located at 16994 New York House Rd. Job # 575 located at 16523 Willow Glen Rd.
4. All blow offs were inspected no problems were found.
5. All air releases were inspected no problems were found.
6. All dead-end mains were flushed.

Water Treatment Plant:

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

Backflow:

1. All backflows are current, there were 0 backflow tests performed within 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.

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. All regulatory (local, state and federal) reports for the current month were completed or are in process. The upper Forbestown ditch is being patrolled; trash racks cleaned, fallen trees removed and holes repaired as they are found.

Closed Session



illustrations of.com #42650