

Alton Wright
Director
Division 1

Steve Ronneberg
Director
Division 2

Gary Hawthorne
Director
Division 3



Marieke Furnee
President
Division 4

Ann Plumb
Vice President
Division 5

Leona Harris
General Manager
(Interim)

AGENDA

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

5:30 PM ♦ THURSDAY ♦ APRIL 27, 2023

NOTICE: THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC AT THE DISTRICT OFFICE LOCATED AT 8691 LA PORTE RD, BROWNSVILLE, CA 95919. HOWEVER, THE MEETING WILL ALSO TAKE PLACE VIA ZOOM. MEMBERS OF THE PUBLIC MAY ATTEND AND PARTICIPATE IN THE MEETING VIA VIDEOCONFERENCE AT:

Join Zoom Meeting

<https://us02web.zoom.us/j/82940737818?pwd=b0EvRFRDRlluci92ZkJimVJQZU1Bdz09>

Meeting ID: 829 4073 7818

Passcode: 456070

One tap mobile

+16694449171,,82940737818#,,,,*456070# US

+16699009128,,82940737818#,,,,*456070# US (San Jose)

Dial by your location

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

Meeting ID: 829 4073 7818

Passcode: 456070

Find your local number: <https://us02web.zoom.us/j/kc6Oi4iY8Q>

COMMENCEMENT OF MEETING

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.

The Board of Directors shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the Board.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. OPPORTUNITY FOR PUBLIC COMMENT – Topics Not on the Agenda:

At the beginning of a regular meetings, the public has the opportunities to address the District Board of Directors about matters not on the agenda that are within the jurisdiction of the Board of Directors. Public comment is limited to no more than four (4) minutes per person, twenty (20) minutes total for all speakers.

DISCUSSION/OPEN SESSION ACTION CALENDAR
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D. OPPORTUNITY FOR PUBLIC COMMENT – Topics on the Agenda:

The public has the opportunities to address the District Board of Directors about matters on the agenda. Public comment is limited to no more than four (4) minutes per person, twenty (20) minutes total for all speakers for each agendized item.

E. CONSENT ITEMS

1. Approval of Minutes for Regular Board Meeting of March 23, 2023
2. Approval of Payroll for the Month of March 2023: \$ 40,571.82
3. Approval of Bills for the Month of March 2023: \$ 153,929.95

F. STAFF REPORTS AND RECOMMENDATIONS:

G. WOODLEAF CONTRACT:

The Board will discuss and possibly approve the yearly contract with Woodleaf Younglife to continue their agreement with the District to receive Irrigation water.

H. REVISION TO IRRIGATION POLICY:

The Board will discuss and possibly act to revise the existing irrigation policy to remove the word “moratorium” from the policy pertaining to the prohibition to adding new irrigation customers.

I. RESIDENTIAL WATER TANK REPAIRS/IMPROVEMENT:

The Board will discuss and possibly act to ratify a contract the District Interim General Manager entered into on the District’s behalf for repairs/improvement to the District’s residential water tank.

J. EMPLOYMENT OF KEN MCLAUGHLIN:

The Board will meet to discuss and possibly ratify a contract District Interim General Manager entered into with Ken Mclaughlin to provide part time, temporary, services in connection with the ongoing District water conveyance improvement project, including but not limited to assisting the District Superintendent with the pending delivery of seasonal water to the District’s irrigation water customers.

K. DISTRICT WATER PERMIT REVIEW PROJECT:

The Board will discuss and possibly act to ratify a contract the District Interim Legal Counsel entered into on the District's behalf to retain attorney Gwyn-Mohr Tully to conduct a study of the District's water permits and make recommendations.

L. POSSIBLE EXPANSION OF PUBLIC COMMENT:

The Board will meet to discuss and possibly act to add a third opportunity for the public to address the Board at the end of each meeting.

M. SIERRA MUZZLELOADERS REQUEST FOR LEASE:

The board will meet to discuss a request from the Sierra Muzzleloaders (SML) for the District to lease property to SML.

N. DIRECTORS REPORTS

ADJOURNMENT

**REGULAR MEETING MINUTES OF THE BOARD OF DIRECTORS OF THE
NORTH YUBA WATER DISTRICT
Held at the District Office and Zoom
8691 LaPorte Road, Brownsville
Thursday, March 23, 2023**

NOTICE: This meeting will be physically open to the public at the District OFFICE located at 8691 La Porte Rd, Brownsville, Ca 95919. the meeting will also take place via zoom. Members of the public may attend and participate in the meeting via videoconference at:

Join Zoom Meeting

<https://us02web.zoom.us/j/837831159041?pwd=bjZMTkYKZG9XcFh6SWpLNVIITmk5Zz09>

Meeting ID: 837 8315 9041

Passcode: 354921

One tap mobile

*+16699009128,,83783159041#,,,,*354921# US (San Jose)*

+16694449171,,83783159041#,,,, US*

Dial by your location

+1 669 444 9471 US

+1 669 900 9128 US (San Jose)

Meeting ID: 837 8315 9041

Passcode: 354921

Find your local number: //us02web.zoom.us/u/kbpLjITIP.

COMMENCEMENT OF MEETING

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 the 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 day before the start of the meeting.

A. CALL TO ORDER/ROLL CALL

The meeting was called to order at 5:34 PM, at the District Office in Brownsville, CA.

<i>NAME</i>	<i>PRESENT</i>	<i>ABSENT</i>	<i>VISITORS INCLUDING:</i>
<i>PRESIDENT</i>	Marieke Furnee		
<i>VICE PRESIDENT</i>	Ann Plumb		
<i>DIRECTORS:</i>	Steve Ronneberg		
	Gary Hawthorne		
	Alton Wright		
<i>INTERIM GENERAL MGR</i>	Leona Harris		
<i>ATTORNEY</i>	Paul Boylan		

B. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Director Wright.

C. OPPORTUNITY FOR PUBLIC COMMENT ON NON AGENDIZED ITEMS:

The public has the opportunity to address the District Board of Directors about matters not on the agenda. Public comment is limited to no more than four (4) minutes per person, twenty (20) minutes total for all speakers. **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 BY TELECONFERENCE PRESS *9.**

PUBLIC COMMENT: No public comment.

DISCUSSION/OPEN SESSION ACTION CALENDAR

OPPRUNITY FOR PUBLIC COMMENT – Topics on the Agenda:

Members 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 two (4) minutes per person, twenty (20) minutes total for all speakers. **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 BY TELECONFERENCE PRESS *9.**

PUBLIC COMMENT: No public comment.

E. CONSENT ITEMS

1. Approval of Minutes for Regular Board Meeting of February 23, 2023
2. Approval of Payroll for the Month of February 2023: \$39,976.89
3. Approval of Bills for the Month of February 2023: \$149,537.47

Director Wright made a motion to approve consent times 1, 2, and 3. Director Hawthorne seconded the motion.

The motion was approved with a unanimous vote.

F. FINANCIAL MANAGERS REPORT

1. Review of Cash on Hand and Income Statements for the period ending

Financial Manager Heidi Naether reviewed Cash on Hand and Income Statements for the period ending February 28, 2023. Total cash on hand in all accounts including reserves was \$5,094,050.51. Total income for the fiscal year to date (July 01, 2022 – February 28, 2023) was \$4,486,013.89. Total expenses were \$1,794,974.26, leaving a net revenue over expenses of \$2,691,049.63. Expenses out of Reserves/Savings year to date totaled \$1,313,617.41.

President Furnee addressed Mr. Boylan, District General Counsel and asked if item K on the agenda could be moved up to item G. Mr. Boylan said yes, it is not an item that can result in a suit or invalidate any action right now.

President Furnee made a motion to move item K to item G to be the next item discussed on the agenda. Director Ronneberg seconded the motion.

The Motion was approved with a unanimous vote.

G. THE BOARD WILL DISCUSS AND POSSIBLY ACT TO PROVIDE THE INTERIM GENERAL MANAGER WITH THE AUTHORITY TO ACT ON BEHALF OF THE DISTRICT TO APPLY FOR AND OBTAIN GRANTS, INCLUDING BUT NOT OMITTED TO SUBCONTRACT WITH THE AUTHORITY WITH PROFESSIONAL GRANT WRITERS ALL SUBJECT TO BOARD RADIFICATION:

Interim General Manager Leona Harris spoke to the board about the Supplemental Engineering report next on the agenda along with new projects such as a new water meter project. Leona needs approval from the board to apply for and obtain grants for the district.

Vice President Plumb made a motion to give the Interim General Manager authority to act on the behalf of the district to apply for and obtain grants, including but not limited to the authority to subcontract with professional grant writers, all subject to Board ratification. President Furnee seconded the motion.

Director Wright asked how much is new and different from what Leona did in the past. Leona replied that she worked mostly behind the scenes. Some of it was new.

The motion was approved with a unanimous vote.

H. SUPPLEMENTAL ENGINEERING – Nathan Thomas will give a report and recommendation on the bids received for the Challenger Tank Replacement Project.

Mr. Thomas presented the water storage improvement project bid recommendations to the board. This project is funded by an existing grant that the district has already received. There is a cost difference from the bid and grant amount. The hope is to follow through on this project as soon as possible and stabilize the storage tanks. Mr. Thomas discussed options 1-4 from the report and explained that options 2, 3, and 4 all required an amendment of some type from the DWR which could take up to six months or longer. Director Hawthorne stated that from his own personal experience it is best to do a deal that is available. Mr. Boylan reminded the board that the purpose of this discussion is for the Interim General Manager to report to the board information on what she is doing and what is happening, you can discuss but cannot act. Director Wright commented that he ran on a platform to fix the tanks, they have been a mess for years. Domestic has been suffering for a long time from this. We have a consultant in the meeting tonight that has given a pretty clear direction and he would advocate and take heed to what he has to say. Speed is of the utmost to get these things done.

Interim General Manager, Leona Harris discussed the options and her intentions to go with option 1. Any decision made will be ratified at the next meeting.

I. **KATIE BURDICK** – Katie will give an overview on the progress of the District’s Capital Improvement Plan:

Katie Burdick addressed the board with an overview of the Capital Improvement Plan explaining that since 2006 the district has been a part of the Integrated Regional Water Management (IRWM) which she has been a part of. For the for the past year has been working with Leona putting together a plan for the district. Ms. Burdick shared a copy of the CIP with the board (she will provide a copy to anyone who requests one.) After the presentation of the plan, President Furnee expressed her happiness over the information presented. Director Hawthorne talked about past tries of rate increases that were not accepted well. The board needs to be a collective team saying and doing the same things for it to work. President Furnee interjected that Ms. Burdick and General Manager Harris have a much wider and creative and more successful plan for the funding of things that need to be done. Director Wright stated that education is the key.

J. **STAFF REPORTS AND RECOMMENDATIONS**

The Board will possibly hear reports by District staff and receive their recommendations for future Board action.

Operations Memorandum. Interim General Manager Harris commented on Katie’s report. There are grants, power generation and lots of other ways to fund the repairs mentioned. Nothing has been fixed in a decade. Leona continued with Yuba Water being very helpful, one of the grant requests is for the analysis on replacing a huge wooden flume that is falling down. South Feather was looking at turning it into a siphon years ago. Willie is looking into seeing if one of his engineers would work on it. They are willing to provide a grant. Leona also reported that there are three temporary employees for a total of 28 hours at the district. This will help free up both her and Heidi. Leona also discussed items included in the Office Memorandum which is included in the board packet. Leona spoke about irrigation and due to the weather, it may be necessary to delay the start of the season because of saturation. Applications have been sent out and returned along with the first months payment from irrigation customers. If there is a delay to the season, a credit will be applied their account. Leona reported that she has been in touch with a company in Roseville regarding digitizing the resolutions and minutes offsite. She has calls into a few more companies to see if it can be done inhouse. Some of the original documents are done on rice paper. Leona and the temporary employees are working on an index to make it easier to locate information. Mr. Boylan discussed the importance of segregating any documents with original signatures and should not be made available to the public immediately unless there is a very good reason. Copies should be available but not the original documents.

Mr. Boylan reported to the board that there are two areas of litigation right now, Charles Sharp against the district for violation of CEQA along with a number of other causes of actions and our lawsuit against South Feather for breach of contract. Good progress is being made in settling those cases. There is nothing new to report, but the discussion has drifted from adversarial proceedings that need a judge to resolve to cooperating with each other to find the exact factual disputes. Once we understand that, it is a matter of sitting down and seeing if it is worth settling. Mr. Boylan is optimistic that both lawsuits will be able to be settled in a reasonable short time. Mr. Boylan also informed the board that special counsel has been hired to do an evaluation on the districts water permits. No information is known on how to protect them, use them or vitalized them. Mr. Boylan is working with Provost and Pritchard which is a consulting firm statewide. They were hired by our district a while back with a

generous grant from the Yuba Water District to look into what seems to be a study on how the district can sell its surplus water as well as how to determine how we can sell our water rights and permits. Mr. Boylan stated that he is working with Provost and Pritchard to repurpose their data to create a report that will be useful to the district for the plans to repair the Forbestown Ditch and water infrastructure. During the time working with Provost and Pritchard their primary engineer made it clear that they are concerned with our water permits themselves and the strength and health of them. Based on that, Mr. Boylan has looked for legal counsel with no conflict's to give a definitive answer on what our permits do, whether they are safe and if anything needs to be done to protect them along with a further projection to know what to do to protect them. G.M. Tulle, a well-known water expert with expertise in just the question that the district has. Mr. Boylan is negotiating for the very best rate possible to get answers as soon as possible.

K. THE BOARD WILL DISCUSS AND POSSIBLY ACT TO INCREASE THE DISTRICT INTERIM GENERAL MANAGERS PURCHASING AUTHORITY:

Interim General Manager Leona Harris discussed with the board the need to raise the purchasing authority on the credit card due to the majority of companies going to digital payments instead of checks. Upcoming purchases needed such as the readers are \$4200.00 each. Discussion regarding check writing and using a credit card for purchases continued.

Vice President Plumb made a motion to raise the credit limit to \$20,000 with Leona notifying the board before a purchase of \$10,000 is made. President Furnee seconded the motion.

The motion was approved with a unanimous vote.

L. DIRECTORS REPORTS:

President Furnee read her good news report.

ADJOURNMENT

The meeting was adjourned at 6:11 PM.

Respectfully Submitted,

Catherine L. Fonseca, Recording Secretary

**North Yuba Water District
Monthly Net Payroll Report**

TOTAL MONTHLY NET PAYROLL FOR THE MONTH OF MARCH, 2023

TOTAL MARCH, 2023 \$ 40,571.82

North Yuba Water District Monthly Check Listing March 2023

	Type	Date	Num	Name	Amount
1000A · Cash - GC Seperate Accounts					
Paypal					
PayPal Fees	Check	03/31/2023	FEES	PayPal	-123.21
Total Paypal					-123.21
11007 · River Valley Bank Checking					
Quarterly Calibrations and Maintenance Water Treatment Plant	Bill Pmt -Check	03/02/2023	25951	Aqua Sierra Controls Inc.	-1,822.95
2021-22 Audit and Depreciation Schedule-State Controller's Financial Transaction's Report	Bill Pmt -Check	03/02/2023	25952	Blomberg & Griffin CPA	-8,600.00
Legal	Bill Pmt -Check	03/02/2023	25953	BoutinJones Inc	-13,780.50
Propane Gas	Bill Pmt -Check	03/02/2023	25954	Brown's Gas Co.	-3,603.98
Water Testing	Bill Pmt -Check	03/02/2023	25955	Cranmer Engineering Inc	-210.00
Alarm Servie	Bill Pmt -Check	03/02/2023	25956	Golden Bear Alarms	-96.00
AST Air Quality Testing for Fuel Tank	Bill Pmt -Check	03/02/2023	25957	Hancock Petroleum Engineering	-509.71
Electricity	Bill Pmt -Check	03/02/2023	25958	Pacific Gas & Electric	-4,061.89
Dental Insurance	Bill Pmt -Check	03/02/2023	25959	Premier Access Insurance Co.	-848.49
Oil for Chainsaw, Hook Rope, Ladder Hook, Drain Plug T-Handle for Fuel Tank, Stencils, Spraypaint, Black Poly Sheeting for Upper FT Ditch (\$2,340.54), 3 No Trespassing Signs, Stencils, Grease, Hex Bolt, Lock Wash, Lock Nut for Mower on Excavator, Tarp, Canopy, 9 Valves, 3 Fittings	Bill Pmt -Check	03/02/2023	25960	Ray's General Hardware	-2,777.47
Postage for Postage Meter	Bill Pmt -Check	03/02/2023	25961	Reserve Account	-500.00
T2 Employee Certification	Bill Pmt -Check	03/02/2023	25962	SWRCB-DWOCP	-110.00
November 3, 2022 General Election-Div 1,2,4 & 5	Bill Pmt -Check	03/02/2023	25963	Yuba County Cler/Recorder	-5,658.81
Legal	Bill Pmt -Check	03/02/2023	25964	Somach Simmons & Dunn	-600.00
Health Insurance	Bill Pmt -Check	03/02/2023	25965	ACWA/Jt Powers Ins Authority	-10,424.89
Employee Retirement Fund	Bill Pmt -Check	03/02/2023	25966	LIU of NA Nat'l Pension Fund	-3,603.00
Credit Card Fees	Check	03/02/2023	GLOBEX	Merchant Services	-164.67
Federal Payroll Taxes	Bill Pmt -Check	03/03/2023	25967	UNITED STATES TREASURY	-3,216.23
Employee Paid Insurance	Liability Check	03/06/2023	25983	AFLAC	-263.84
Pest Control Service	Bill Pmt -Check	03/06/2023	25984	CAL KING PEST CONTROL	-74.00
Phone Service	Bill Pmt -Check	03/06/2023	25985	CALNET3	-256.48

North Yuba Water District Monthly Check Listing March 2023

	Type	Date	Num	Name	Amount
Vision Insurance	Bill Pmt -Check	03/06/2023	25986	Eye Med	-169.00
Cash Receipt Books	Bill Pmt -Check	03/06/2023	25987	Independent Business Forms Inc	-355.65
Trenching for Domestic Service Installation	Bill Pmt -Check	03/06/2023	25988	Twin Cities Equipment Rentals	-240.00
Cellphone Service	Bill Pmt -Check	03/06/2023	25989	VERIZON WIRELESS	-181.64
Direct Deposit Fees	Liability Check	03/08/2023	DirD	QuickBooks Payroll Service	-19.25
Employee Retirement Fund	Liability Check	03/09/2023	25982	ICMA-457	-1,176.37
State Payroll Taxes	Liability Check	03/09/2023	E-pay	EDD	-926.89
Federal Payroll Taxes	Liability Check	03/09/2023	E-pay	United States Treasury	-5,836.16
Federal Payroll Taxes	Liability Check	03/09/2023	E-pay	United States Treasury	-308.40
State Payroll Taxes	Liability Check	03/09/2023	E-pay	EDD	-126.53
Phone Service	Bill Pmt -Check	03/13/2023	25990	CALNET3	-560.35
Postage Meter Lease (3 Month)	Bill Pmt -Check	03/13/2023	25991	Pitney Bowes	-428.78
Self Sick Notes, 3 Toners, Divider Paper, Avery index, 2 Flash Drives, Envelopes, Cups	Bill Pmt -Check	03/13/2023	25992	Quill Corporation	-463.91
Trash Pick-up	Bill Pmt -Check	03/13/2023	25993	Recology - Yuba Sutter	-68.33
Cellphone Service	Bill Pmt -Check	03/13/2023	25994	VERIZON WIRELESS	-72.17
Domestic Customer Deposit Refund	Check	03/17/2023	25995	Martinell, Jeri Lee	-58.58
Digitalpath (\$110.95) AVG Virus Protection (\$119.98) WTP Certification Seminar (\$550.00) Bottled Water (\$19.47) 2 Tail Lights (\$329.06) Adobe (\$34.98) 4 Tires for Pickup (\$1,040.00) Meals for employee out of town seminar (\$53.35) 4 each Fire Extinguisher Signs (\$28.40) California Special District Workshop (\$400.00) McAfee Virus Protection (\$149.99) Parcelquest (\$5.00) Battery for Pickup (\$231.13)	Bill Pmt -Check	03/20/2023	25996	Mechanics Bank	-3,072.31
Legal	Bill Pmt -Check	03/20/2023	25997	Paul Nicolas Boylan, Esq.	-43,669.00
Fuel, Diesel	Bill Pmt -Check	03/20/2023	25998	Ramos Oil Company Inc.	-1,771.67
Meter Replacement Project (Plans & Specs)	Bill Pmt -Check	03/20/2023	25999	Specialized Utility Services Program	-14,252.50
Valve, Single Coil Solenoid for Water Treatment Plant	Bill Pmt -Check	03/20/2023	26000	T&T VALVE AND INSTRUMENT	-625.38
Copier Lease	Bill Pmt -Check	03/20/2023	26001	Wells Fargo Vendor Financial Services, LL	-129.90
500 Checks, 200 Deposit Slips	Check	03/21/2023	QBooks	Quick Books	-413.43
Direct Deposit Fees	Liability Check	03/22/2023	DirD	QuickBooks Payroll Service	-19.25
Employee Paid Union Dues	Liability Check	03/23/2023	26013	UPEC	-346.50

North Yuba Water District Monthly Check Listing March 2023

	Type	Date	Num	Name	Amount
Employee Retirement Fund	Liability Check	03/23/2023	26014	ICMA-457	-1,229.74
State Payroll Taxes	Liability Check	03/23/2023	E-pay	EDD	-1,133.72
Federal Payroll Taxes	Liability Check	03/23/2023	E-pay	United States Treasury	-7,031.14
Oregon Peak Rent (Radio Tower use for Radio's)	Bill Pmt -Check	03/27/2023	26015	EIP Holdings II, LLC	-477.00
Full System Vapor Recovery Test - (Fuel Tank)	Bill Pmt -Check	03/27/2023	26016	Hancock Petroleum Engineering	-1,122.34
Dental Insurance	Bill Pmt -Check	03/27/2023	26017	Premier Access Insurance Co.	-1,142.09
Reimbursement for Workcloth Pants	Bill Pmt -Check	03/29/2023	26018	Dimmett, Jeremy	-119.37
Water Testing	Bill Pmt -Check	03/31/2023	26019	Cranmer Engineering Inc	-660.00
Disk Station for Online Back-up - Labor, Parts & Supplies - 1 Year NAS Subscription for Computer Back-Ups	Bill Pmt -Check	03/31/2023	26020	Gilmore Computer Services LLC	-1,926.48
Legal Retainer	Bill Pmt -Check	03/31/2023	26021	The Water Group	-2,500.00
Total 11007 - River Valley Bank Checking					-153,806.74
Total 1000A - Cash - GC Separate Accounts					-153,929.95
TOTAL					-153,929.95

North Yuba Water District Profit & Loss Budget Performance July 2022 - March 2023

	Jul '22 - Mar 23	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense					
Income					
4000A · Irrigation	8,036.10	0.00	8,036.10	100.0%	18,961.49
4050A · Domestic	208,793.51	217,429.89	-8,636.38	96.03%	282,567.68
4100.10 · Power Revenue SFPP	531,750.00	531,750.00	0.00	100.0%	709,000.00
4100.11 · SFPW Net Revenues 50% Distr.	3,269,900.00	0.00	0.00	0.0%	0.00
4150.10 · Younglife-Water Sales	0.00	0.00	0.00	0.0%	2,161.00
4200.10 · Yuba City-Water Sales	415,305.00	398,430.00	16,875.00	104.24%	398,430.00
4215.13 · Other Revenue	16,701.63	375.02	16,326.61	4,453.53%	500.00
4250.10 · Taxes - General	126,549.20	136,315.26	-9,766.06	92.84%	265,278.40
4250D · Taxes - Domestic	40,323.10	37,588.73	2,734.37	107.27%	70,155.85
4250I · Taxes - Irrigation	56,031.85	51,839.73	4,192.12	108.09%	102,664.20
4300A · Interest	27,944.67	25,776.90	2,167.77	108.41%	40,000.00
Total Income	4,701,335.06	1,399,505.53	3,301,829.53	335.93%	1,889,718.62
Gross Profit	4,701,335.06	1,399,505.53	3,301,829.53	335.93%	1,889,718.62
Expense					
5050.69 · 2005 Agreement SFWP/NYWD	276,736.78	321,087.13	-44,350.35	86.19%	351,215.00
5100.00 · Water Treatment Plant (WTP)	257,053.67	235,677.12	21,376.55	109.07%	297,804.85
5200.00 · T&D Irrigation	18,188.91	66,754.47	-48,565.56	27.25%	129,097.53
5251 · T&D Domestic	164,526.65	145,551.92	18,974.73	113.04%	206,082.99
5400 · Board of Dir	19,378.64	20,164.31	-785.67	96.1%	24,639.31
5500 · Admin	373,384.14	440,728.72	-67,344.58	84.72%	573,797.06
5500U · Admin-Utilities	26,172.33	28,471.99	-2,299.66	91.92%	35,000.00
5600R · Regulator Driven	113,470.66	134,773.94	-21,303.28	84.19%	148,531.49
5700 · General	123,681.02	108,456.04	15,224.98	114.04%	142,790.64
5700F · Fuel	19,626.66	26,929.04	-7,302.38	72.88%	35,000.00
5800 · OSHA/Safety	3,758.52	5,971.61	-2,213.09	62.94%	14,469.81
5900A · General Manager Severance Package	513,634.77	0.00	513,634.77	100.0%	0.00
Total Expense	1,909,612.75	1,534,566.29	375,046.46	124.44%	1,958,428.68
Net Ordinary Income	2,791,722.31	-135,060.76	2,926,783.07	-2,067.01%	-68,710.06
Net Income	2,791,722.31	-135,060.76	2,926,783.07	-2,067.01%	-68,710.06

North Yuba Water District

2022-23 EXPENSES OUT OF RESERVES/SAVINGS (July 2022-March 2023)

MEMO	DATE	AMOUNT BILLED/PAID UP TO DATE	ANNUAL BUDGET
Public Outreach			
Public Outreach	July 2022 - March 2023	\$60,260.82	\$70,000.00
Additional Legal			
Additional Legal	July 2022 - March 2023	\$813,642.88	\$1,000,000.00
Special Projects/Emergency Repairs			
Water Rights Review	\$12,010.30 July 2022 - March 2023		
Water Transfer	\$10,345.00 July 2022 - March 2023		
Tanks (waiting for Grant reimbursement)	\$37,596.00 July 2022 - March 2023		
Irrigation Ditch Guniting Project	\$18,200.00 July 2022 - March 2023		
Total Special Projects/Emergency Repairs to date		\$78,151.30	\$200,000.00
Office Maintenance/Shop			
Wash Rack at Shop	\$9,926.88 July 2022 - March 2023		
Window Film	\$3,873.87 July 2022 - March 2023		
Generator Shop/Office	\$30,720.00 July 2022 - March 2023		
Total Maintenance/Shop to date		\$44,520.75	\$200,000.00
Radio Read Meters			
Meter Replacement Project (Plans & Specs)	July 2022 - March 2023	\$52,467.50	\$250,000.00
Water Treatment Plant Improvements/Repairs			
Water Treatment Plant Filters	July 2022 - March 2023	\$324,504.16	\$200,000.00
Grant Pursuits	July 2022 - March 2023	\$0.00	\$50,000.00
L.U.I Union Retirement Stabilization Payment	July 2022 - March 2023	\$0.00	\$20,500.00
FT Ditch			
FT Ditch	July 2022 - March 2023	\$921.90	\$2,000,000.00
TOTAL		\$1,374,469.31	\$3,990,500.00

North Yuba Water District

Cash In Accounts prior Month Comparison

March 2023 compared to February 2023

	03/31/2023	02/28/2023	
	Amount	Amount	Increase/Decrease
River Valley Bank Checking	\$1,216,902.04	\$1,206,913.58	\$9,988.46
Savings Money Market Account (River Valley Bank)	\$112,211.46	\$112,078.17	\$133.29
PayPal Account	\$2,211.64	\$1,142.60	\$1,069.04
Petty & Register Cash	\$830.00	\$830.00	\$0.00
YC Treas Fund #637 (Gen Dist)	\$543,529.45	\$541,523.72	\$2,005.73
YC Treas Fund #641 (ID #1)	\$416,597.99	\$415,143.51	\$1,454.48
YC Treas Fund #642 (ID #2)	\$174,765.11	\$174,117.47	\$647.64
YC Treas Fund #639 (Fac Fee Domestic)	\$7,528.21	\$7,505.96	\$22.25
YC Treas Fund #640 (Savings)	\$808,839.24	\$806,447.96	\$2,391.28
YC Treas Fund #644 (Equip Res)	\$3,065.34	\$3,056.29	\$9.05
YC Treas Fund #646 (ID #6)	\$11,641.75	\$11,607.35	\$34.40
YC Treas Fund #647 (Annex Irr)	\$11.50	\$11.48	\$0.02
YC Treas Fund #648 (Annex Dom)	\$90.14	\$89.89	\$0.25
YC Treas Fund #649 (Off Equip Res)	\$5,599.19	\$5,582.66	\$16.53
YC Treas Fund #650 (Reserve)	\$889,131.47	\$886,502.80	\$2,628.67
YC Treas Fund #393 (Trmt Plnt)	\$2,798.13	\$2,789.88	\$8.25
Total Cash on Hand	\$4,195,752.66	\$4,175,343.32	\$20,409.34
Reserve Accounts			
Reserve Savings Money Market (River Valley Bank)	\$96,936.73	\$96,821.59	\$115.14
CIP Money Market Account (River Valley Bank)	\$185,444.63	\$185,224.35	\$220.28
Total in Reserve	\$282,381.36	\$282,045.94	\$335.42
Total in All Accounts not including FT Tank and YC Water Sale Account	\$4,478,134.02	\$4,457,389.26	\$20,744.76
FT Tank Money Market Account (River Valley Bank)	\$109,841.48	\$109,711.01	\$130.47
YC Water sale Account (River Valley Bank)	\$527,576.91	\$526,950.24	\$626.67
Total in All Accounts	\$5,115,552.41	\$5,094,050.51	\$21,501.90

North Yuba Water District Statement of Cash Flows

March 2023

	Mar 23
OPERATING ACTIVITIES	
Net Income	100,682.68
Adjustments to reconcile Net Income to net cash provided by operations:	
A/R:A/R Domestic Water	5,099.42
A/R:A/R Irrigation	-4,731.50
1300.00 · Inventory-001	427.89
1400.03 · Prepaid Worker's Comp Insurance	1,625.04
2000.00 · Accounts Payable	-20,607.32
Payroll Liabilities	-6.24
2150.30 · PR Tax WH-SUTA	-392.17
2250.10 · Deposits-Customers	256.00
Net cash provided by Operating Activities	82,353.80
Expenses/Income from Reserves/Savings	
Additional Legal	-41,791.00
Water Rights Review	-1,130.90
Meter Replacement Project (Plans&Specs)	-17,930.00
Net Expenses/Income from Reserves/Savings	-60,851.90
Net cash increase for period	21,501.90
Cash at beginning of period	5,094,050.51
Cash at end of period	5,115,552.41



Memorandum

Date: April 24th, 2023

To: Leona Harris

From: Operations

Subject: Monthly work production/ Schedule of Maintenance review

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

Canal Improvement Projects Underway!

Upper Forbestown Ditch Shotcrete Update:

1. As of today's date 4/24/2023 South Feather has completed 900 feet of shotcrete located near Wood leaf tunnel rd.

Dobbins/Oregon house Canal Shotcrete Update:

1. As of today's date 4/24/2023 two sections of shotcrete on the lower ditch have been completed totaling 1,806 feet. One section located on Indiana Ranch Rd is 1,056 feet and the other section located near Toby Tyler Rd is 750 feet. The district is also prepping another section that is 900 feet located near New York House Rd and Forsyth Rd. It is scheduled for shotcrete on 4/25/23.

Office Update:

1. The district has been in contact with PG&E regarding parking lot lighting. As soon as crews become available new lighting will be installed.

Transmission:

1. Forbestown ditch is now in its winter cycle. The treatment plant is receiving water every ten days, or as needed. The ditch is being patrolled; trash racks cleaned, fallen trees removed, and the ditch cleaned and groomed for ongoing repairs and upgrades.

Distribution:

1. Domestic meter reads for Brownsville and Rackerby were completed on time.
2. There were 2 service line leaks for the last month. Job # 683 and Job # 684.
3. There was 1 main line leak for the last month. Job # 682
4. All blow offs were inspected, no problems were found.
5. All air releases were inspected, no problems were found.
6. All dead-end main lines were flushed.

Water Treatment Plant:

1. With the new upgrades mentioned in previous reports, the treatment plant is functioning normal at this time with no issues.

Backflow:

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

DOH Canal:

1. At this time field staff is preparing the DOHC for irrigation season, starting on May 1st. Field staff is installing side spill plates, service screens, and is inspecting Miners inch irrigation boxes.

Storm Damage update:

1. No issues have been observed at this time.

Schedule of Maintenance:

1. The SOM (schedule of maintenance) for the treatment plant, regulators (local, state and federal) and UFC were completed for the previous month. All regulatory (local, state and federal) reports for the current month were completed or are in process.

Safety Meetings:

1. Safety meetings are held weekly, all field employees are required to attend. The following is a list of completed safety meetings in the last 4 weeks.
2. #1 Hand Safety.
3. #2 Round up safety Training.
4. #3 Carbon Monoxide.
5. #4 Heavy equipment operation.

Grants:

YWA- We have received a congratulations letter on the Grants submitted to Yuba Water Agency. I am currently waiting for an invitation email to attend a POD meeting to see what all was approved. We submitted 4 grants for a total of \$ 1,021,785.00.

Maintenance/ Repairs

Challenge Tank Replacement- The lowest bid has been accepted. The lowest bidder is, Eschmann Construction in Brownsville.

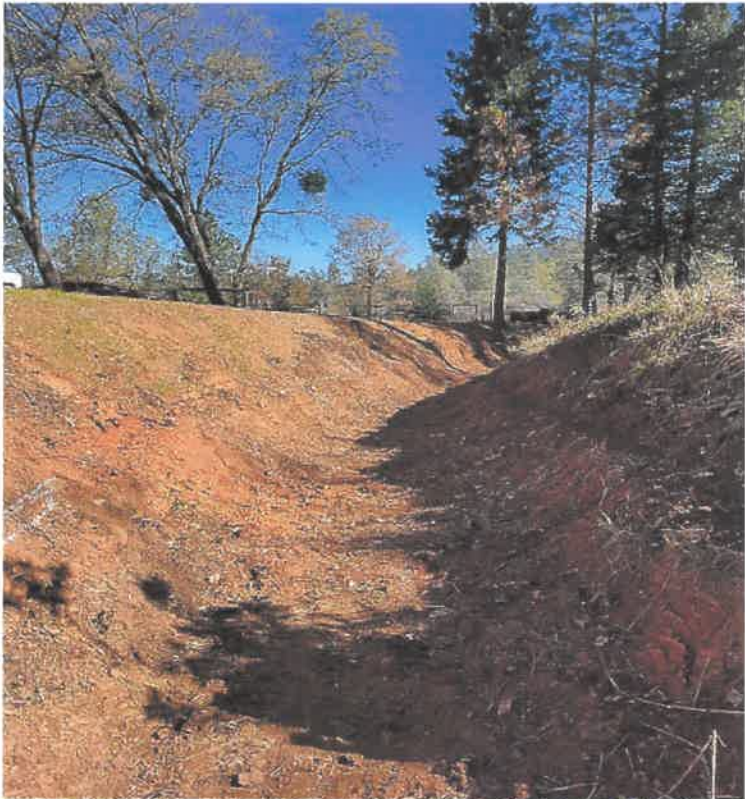
Irrigation – Repairs/Shotcrete will be completed this week. The final area on New York House road will be complete by Thursday. We completed as much as possible in the short time we had because of the weather, and the start of the Irrigation season.

Upper Forbestown Ditch – Because of the late storms 900ft of Shotcrete has been completed by South Feather. They are currently working on another high loss area where they are installing a mudwall. We are planning on shotcreting that area this fall after Irrigation season is complete.

Employment

Temporary Employee- The District has hired a temporary employee, Ken McLaughlin for the field to help with Irrigation. He is a previous employee and is familiar with the system. He is working 20 hours per week.

Toby Tyler Rd.



Before Shotcrete



After Shotcrete





Before



After

Upper Forbestown Ditch



Before & After



Upper Forbestown Ditch



AGREEMENT FOR SPECIAL WATER USE

2023 - North Yuba Water District and Woodleaf Younglife

The North Yuba Water District, hereinafter referred to as "DISTRICT", and Woodleaf Younglife Campaign, hereinafter referred to as "APPLICANT", do hereby agree to the provisions established herein for the delivery of and payment for water furnished to APPLICANT.

Said delivery shall be subject to all rules, regulations, and policies of the DISTRICT pertaining to the delivery of irrigation water, except as otherwise specifically provided herein:

1. The point of delivery of water shall be at the end of the open canal otherwise known as the Forbestown Ditch, in the Northwest 1/4 of Section 9, T.19 N., R.7 E., MDB & M, at the point at which the canal enters the Woodleaf Siphon.
2. All conveyance facilities from said point of delivery to the actual place of use shall be considered to be the property of the APPLICANT, and all costs of installation, replacement, maintenance, and repair of such facilities shall be the responsibility of the APPLICANT.
3. Water is delivered hereunder through a miner's inch box which shall be set and adjusted as approved by DISTRICT.
4. The water contemplated to be delivered hereunder shall normally be available only during the regular irrigation season (April 15 through October 15 of each year) and will be limited to those periods when flows of water are present in the Forbestown Ditch as necessary to meet other purposes of the DISTRICT.

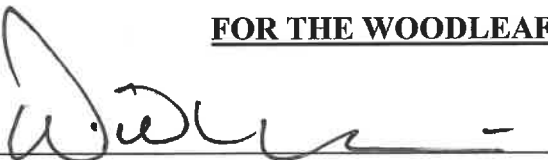
During periods when water is available as aforesaid, delivery shall be considered to be on a continuous flow basis at a flow not exceeding 4.0 miner's inches (.2 CFS) as requested by the APPLICANT, subject to terms of the District's IRRIGATION POLICY.

Refund(s) for periods when water is unavailable shall be made in accordance with **Section VI. C.9 of the IRRIGATION POLICY**.

5. Service Charges-
 - a. An Initial Service Charge of \$25.00 shall be required at the beginning of each season to cover the cost of checking and/or adjusting the measuring device.
 - b. The APPLICANT may request adjustments in flow or inspection of the measuring device at any time. However, each such occurrence shall be subject to a service charge of \$25.00.
6. In the event of adjustments in volume, the charges for the remainder of the season shall be adjusted by calculating the total volume projected to the end of the irrigation season, and applying the appropriate revised unit cost for the adjusted flow. If applicable, any refunds then due shall be made in accordance with Section VII B of the IRRIGATION POLICY.

7. The unit rate to be paid by the APPLICANT shall be 1.5 times the appropriate unit rate as determined in accordance with Section II of Appendix C #2 of the IRRIGATION POLICY.
8. Charges for delivery of water shall be due and payable at the time of making application.
9. All other charges shall be made in accordance with the IRRIGATION POLICY.
10. The APPLICANT shall assure ingress and egress to the DISTRICT for purposes of fulfilling its functions under this Agreement.
11. This Agreement is effective only until the end of the 2023 irrigation season.
12. This Agreement is intended to be an Amendment to the Irrigation Application.
13. The APPLICANT hereby certifies receipt of copy of the current IRRIGATION POLICY, and agrees to abide by all terms of such policy, notwithstanding any provisions contained herein.
14. The individual signing this Agreement on behalf of the APPLICANT hereby certifies authorization to do so.

FOR THE WOODLEAF YOUNGLIFE CAMPAIGN:

 _____ Property Manager	3/24/23 _____ Date
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FOR THE NORTH YUBA WATER DISTRICT:

_____ Marieke Furnee / President of the Board	_____ Date
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_____ Leona Harris Secretary of Record / Interim General Manager	_____ Date
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**2023 North Yuba Water District
Irrigation Application**

Account: Woodleaf Younglife Please make any necessary corrections to customer information shown.

1. Place of Delivery

Parcel # (s)	Gross Acreage	Legal Owner of Record
050-050-015	206	Younglife

2. Amount of water: Shown only in increments of one-half (1/2) miner's inch. (1 miner's inch equals a flow of approximately 10 gallons per minute).

4 Miner's Inches

3. Number of service connections One

4. Total Fees Required:

A. Any Previous Balance	0
B. Rate (\$356.00) x 1.5 = (\$534) x 4 Miner's Inches	\$ 2,136.00
C. Turn On Fee	\$ 25.00
D. Late Fee	<u>0</u>
Total Due	\$ 2,161.00


Applicant Signature

3/24/23
Date

11359 LAPORE RD. CHALLENGE CA 95925
Mailing Address

530-675-2252
Telephone Number

Service Address (if different)

NORTH YUBA WATER DISTRICT

IRRIGATION POLICY

SECTION I - GENERAL

Revised 2/21/08

- A. SCOPE OF RULES AND REGULATIONS - Notwithstanding the provisions of any and all pertinent laws and/or ordinances then in effect, the use of District irrigation water shall be subject to all rules and regulations as established herein.
- B. PRIORITY OF POLICY - This Policy is intended to supplement any and all existing policies, and when in conflict with such existing policies, rules, regulations, resolutions, or other prior Board actions, the rules and regulations established herein shall prevail. The Board may hereafter from time to time establish such other policies, rules, and regulations as it deems essential in order to carry out its responsibilities and functions in accordance with the California Water Code. When in conflict with this policy, any and all such subsequent actions of the Board shall prevail.
- C. CONTROL OF SYSTEM - Subject to the policies, rules, regulations, rates, and charges established by the Board, the maintenance and operation of the irrigation system shall be under the exclusive management and control of the District Manager, and no other persons, except his assistants or designated employees, shall have any right to interfere in any manner with any canals, conduits, measuring devices or other appurtenances of the irrigation system, except in the case of an order from the Board.
- D. COMPLAINTS - All complaints as to service, lack of water, or other unsatisfactory conditions, should be made either by contacting the District by telephone (692-1463 or 675-2567) or in writing, addressed to the Manager, North Yuba Water District, P. O. Box 299, Brownsville, CA 95919. The Manager may require that other than emergency complaints shall be made in writing.
- E. ACCESS TO LAND - The authorized ditchtenders and other agents of the District shall have free access to the canal system and to all conduits for the purpose of inspection, examination, measurements, surveys, or other necessary purposes of the District, with the right to install, maintain, control and

regulate all meters or other measuring devices, gates, turnouts, or other structures necessary or proper for the measurement and distribution of water.

- F. DAMAGE TO WORKS - Any person who shall cause or permit any damage to any works of the District, or who shall dump any rubbish therein or thereupon, or erect fences on District rights-of-way, shall pay to the District upon demand all expenses incurred in the replacement of such property, or in the removal of such rubbish or fences.
- G. ENFORCEMENT OF POLICY - Failure or refusal of any landowner or water user to comply with this policy or any interference by any such landowner, water user or his tenants, employees or anyone acting on his behalf, with the rights, duties or obligations of the District, or its employees, shall entitle the District to discontinue the service of water to the lands of such owner or user until the landowner or water user shall furnish satisfactory proof to the Board of his intention to comply with this policy or cease such interference, and shall remove any default existing at the time service of water is discontinued.
- H. CHANGES - The District reserves the right to supplement, amend, eliminate, waive, or otherwise change all or any portion of this policy, provided that such changes shall be effected only upon resolution or motion duly passed by the Board of Directors. The District further reserves the right to deviate from this policy under unanticipated, unusual, or unique circumstances. Such digressions shall be considered to be tentative and provisional upon demonstrated satisfactory results, and shall not be construed as having set a precedent whereby similar circumstances must be afforded the same consideration. If at any time the District, at its sole discretion, determines that any interim deviations from this policy become undesirable for any reason whatsoever, the intent and specific provisions of this policy may then be asserted accordingly.

SECTION II - WATER USE

- A. BENEFICIAL USE All irrigation water shall be put to beneficial use. Beneficial use is defined as the production of a crop or livestock for sale or barter, or vegetable garden of adequate size for family consumption.
- B. OWNERSHIP - The District enjoys certain statutory rights to secure and make available for the beneficial use of the members of the District all surface and/or underground water sources

which are not privately owned or sequestered by riparian or prior appropriative rights. Notwithstanding the foregoing, all waters within the District shall be considered as the property of the District and are subject to the exclusive diversion and use by the District.

The District expressly asserts the right to recapture, reuse, and resell any and all water which passes from the premises described in the application as the place of use, and emphatically asserts its right to all water within the District.

C. AUTHORIZATION FOR USE

1. POSSESSION - Upon approval of a proper application and payment of all charges in accordance with provisions herein, the possession and control of certain quantities of water may be temporarily transferred to the applicant, provided however that the quantity and use of such water shall be in accordance with any and all provisions contained herein or enacted hereafter. Such possession and control shall remain with the applicant only so long as said water remains on the premises described in the application as the place of use. As said water seeps, flows, or is otherwise diverted, removed or escapes from said premises, or if such water should in any manner reach a watercourse of the public domain, the possession of such water shall immediately revert to the District.

Use of District water, whether authorized or not, shall not establish any proprietary right therein by reason of such use, nor shall such use establish any right to resell such water or to use it on premises or for a purpose other than for which it was applied and as stated in the application.

The purchase and/or use of District water shall not establish any priority for subsequent delivery of the same quantity of water, except to the extent that water shall be ratably apportioned, on the basis of priority of use, to all qualified consumers.

2. SERVICE RESTRICTED TO DISTRICT LANDS - Notwithstanding Section 31023 of the California Water Code, irrigation water shall normally be served only to lands which have been properly annexed into the District and any and all Improvement Districts formed for the purposes of delivery of the affected water.

Whenever the District has surplus waters available, and individual consumers request delivery of such water to lands which are not annexed into the District, the District may at its sole discretion deliver such water accordingly. The charges for such deliveries may vary, but under no circumstances shall the unit rates for such water be less than one and one-half times the highest unit rate charged to District members for similar such use, regardless of volume. Such deliveries shall be terminated immediately when the District, at its sole discretion, determines that surplus waters are no longer available.

Surplus waters which are not sold to individual consumers may be otherwise disposed of in accordance with Section 31023 of the California Water Code.

3. SERVICE RESTRICTED TO DESIGNATED PLACE OF USE

- a. Delivery of water and the use thereof shall be restricted to the premises described in the application as the place of use.
- b. The place of use shall be limited to a single tract of land.
- c. For purposes of this section, a single tract of land shall be defined as an individual parcel, or a group of parcels under the control of one individual, joint ownership, or single business enterprise. A single business enterprise shall be defined as any sole proprietorship, partnership, corporation or other bonafide business enterprise. A business enterprise shall be recognized only when such is considered to be a taxable entity, nonprofit corporation, or public entity; an informal arrangement or agreement shall be insufficient to establish the validity of any business enterprise. A parcel of land or any portion thereof shall be considered to be under the control of the applicant whenever the applicant is the sole owner, joint owner, renter, or lessee of the subject land.
- d. The applicant shall under no circumstances cause District water to be made available in any manner for use to any premises other than those shown on the

application as the place of use, nor shall the applicant cause District water to be made available to any other user(s).

4. RESALE OF WATER - The resale of District irrigation water is expressly prohibited. This restriction shall apply whether or not such water is obtained from the District in an authorized or unauthorized manner, and regardless of whether such water is containerized, transported by water truck, purified, or otherwise processed prior to such unauthorized distribution. The District expressly asserts its exclusive legal right to recapture, reuse and resell all water which is not wholly consumed by applicants, and further asserts its right to all water within the District notwithstanding the provisions of Section II.A.

D. PURPOSE OF USE

1. INTENDED USE - The current delivery of irrigation water was facilitated by the formation of an Improvement District which was organized and developed for the express purpose of supplying irrigation service for farm crops, orchards, pastures, gardens and similar agricultural applications.
2. WATER QUALITY - District irrigation water is intended for use solely for irrigation purposes, and even then is subject to certain risks hereinafter described, and any other uses whatsoever are hereby expressly unauthorized. Although not inclusive, such water is not authorized to be used for such purposes as domestic, industrial, or commercial use, human consumption, stockwatering or consumption by animals, or the raising of fish or other aquatic animals or vegetation.

The water furnished by the District for irrigation purposes flows through many miles of natural streamcourses and open ditches, and is highly susceptible to pollution and/or potential contamination, whether from natural, inadvertent, or deliberate causes. The District cannot practicably or reasonably prevent such contamination, or control, monitor, or otherwise assure the quality of irrigation water in any manner whatsoever.

The open canals and ditches of the District are susceptible to significant levels of seepage, leakage, sedimentation,

and vegetative growth, and require extensive maintenance. Because of the extreme length of the system (approximately 27 miles) and severity of winter weather which causes unstable and unsuitable working conditions along the canals, much of the maintenance work must be performed during the irrigation season. Such work results in extreme turbidity, sedimentation, and vegetative debris in downstream areas. Such conditions are normal to District operations, and irrigation water should be expected to be subject to such quality deficiencies.

Moreover, certain watersheds and lands adjacent to District facilities are subject to the high intensity or uncontrolled use of herbicides, and the District cannot reasonably assure that waters delivered are not contaminated thereby. Application for and/or the use of District water shall be considered as an acknowledgement that such hazard exists, and an acceptance of the risks which may result therefrom.

3. FIRE PROTECTION - Deliveries of District irrigation water are on a seasonal basis only and such deliveries are continually subject to fluctuations, interruptions, shortages and outages. District irrigation water is therefore not a reliable source of water for fire protection purposes and is not intended for such use. However, in the event of a fire emergency, any water then available in District facilities may immediately be used for such an emergency, and there shall be no charge for fire suppression and emergencies.

E. RELIABILITY OF DELIVERY

1. LIMITATIONS ON DELIVERIES TO DISTRICT - Delivery of irrigation water is partially dependent upon supplementation of District water supplies with water entitlements derived from contractual arrangements with other agencies. Conveyance facilities for such water are not controlled by the District, and are subject to certain fluctuations, interruptions, and outages. Because of such circumstances, the District cannot be assured, nor can it assure, that delivery of such water will be uninterrupted.
2. LIMITATIONS ON DISTRICT FACILITIES - District facilities consist largely of many miles of open canals and conduits

through rugged and sometimes unstable terrain. Such facilities are vulnerable to periodic and sometimes substantial physical failures. The District cannot therefore reasonably assure that deliveries will be made therefrom without periodic interruptions in flow. Moreover, after water is restored or adjustments in flows are made, the extreme length of the system can cause delays of up to approximately 36 hours before normal or desired levels are restored. Therefore, periodic fluctuations are somewhat inevitable and must be expected.

3. LIMITATIONS ON SOURCES OF WATER - The District has no storage reservoirs and must therefore rely on direct diversions from surface sources in order to provide irrigation water. Such sources are entirely dependent upon natural stream flows which in turn are dependent on such factors as rainfall, ground saturation, and extremes of weather. Because of this situation, the District cannot reasonably assure the volume of irrigation water which will be available at any time.
4. LIMITATIONS ON DELIVERIES TO CONSUMERS - Because of the foregoing considerations, deliveries of irrigation water are subject to interruptions and fluctuations in flows, shortages, and perhaps even extended outages. Applicants and users of District water should be aware of these limitations and are hereby advised not to depend on District deliveries for uses under which the foregoing conditions cannot be tolerated.

District employees are hereby forbidden from committing the District to any agreement which has the effect of assuring an uninterrupted and constant supply of water, and under no circumstances shall any such unauthorized agreement be binding upon the District in any manner whatsoever.

The District shall endeavor to deliver for the duration of the irrigation season the full flow of water as approved by the District in the application, subject to certain subsequent reductions as established herein or hereafter. When, through shortages of water, lack of water, lack of conduit capacity, system failures, or any other cause it is not possible to deliver throughout the irrigations system or any portion thereof the intended flows of water, such supplies of water as can reasonably and economically be

delivered shall be equitably prorated until such time as intended deliveries can be restored. Proration of available supplies shall be accomplished with consideration for the priority of use, type of use, and acreages benefited in accordance with such uses.

F. PRIORITY OF USE

1. GENERAL - The long-range plans for development of the District include provisions for all domestic, agricultural, industrial, and commercial needs of prospective consumers. However, the fulfillment of such needs is contingent upon the existence of certain storage reservoirs, which have not yet been constructed. Interim development, which is wholly dependent upon current supplies of water which are extremely limited, has resulted in the construction and operation of the existing irrigation system.

The development plans for the existing irrigation system demonstrate that the construction of such system was predicated on the development of rural units from two to fifteen acres in size, intensely irrigated family gardens and orchards, small residential-farm type developments, and minimal livestock enterprises.

Current deliveries now require the use of virtually all water available from District supplies; the maximum potential of the irrigation system has been reached, and in some years, exceeded. This maximum potential has been established at a level of net deliveries totaling approximately 150 miners inches, which is currently being delivered to approximately 100 individual places of use. There is clearly an insufficient supply of water available, and continued delivery to larger consumers cannot be assured until such time that additional supplies of water become available.

It shall therefore be the policy of the District to ensure on a priority basis that distribution of water from the existing system shall continue to be made to the consumers for whom the benefits of the existing supplies were originally intended. It shall be a further priority of the District to pursue the acquisition of additional sources of water so that the ultimate needs of all consumers of the District can eventually be met.

2. BENEFICIAL USE - Irrigation water is intended primarily for purposes such as the irrigation of farm crops, orchards, pastures, gardens, and similar such agricultural applications. During periods of water shortages, such uses shall have priority over any and all other uses. Certain small ponds may serve beneficially as balancing reservoirs to allow the delivery of a smaller continuous flow of water than would otherwise be necessary, and when used as such, actually function as a means of conserving water supplies. However, most ponds generally are susceptible to extreme losses of water by evaporation and seepage, and when used for purposes other than as balancing reservoirs may constitute an unnecessary, unreasonable, and non-essential use of water.
3. NON-ESSENTIAL USE - All unauthorized uses of District water, particularly as described in Section II.C.2, but not limited thereto, shall be considered as non-essential uses. While such uses as irrigation of lawns and ornamental plants or shrubbery or uses for aesthetic purposes may be considered as a beneficial use of water, for purposes of this Section, such uses shall be considered a non-essential. During periods of water shortages, non-essential use of water shall be curtailed in order to assure availability of water for essential uses as described in the preceding paragraph.
4. During periods of water shortages, the District may at its sole discretion curtail the delivery of water to any ponds, and particularly to those ponds which are used primarily for aesthetic and/or recreational purposes.

G. WASTE OF WATER

1. USES CONSTITUTING WASTE - Any and all of the following shall be considered to be a waste of water:
 - a. Use of water on roads, vacant lands, or on lands previously or presently irrigated in such manner that further irrigation is unnecessary.
 - b. Use of water on lands which have been improperly prepared for the beneficial use of water.
 - c. Use of water in such manner that causes quantities so

used to be excessive to purposes of proper and efficient irrigation.

- d. Allowing water to escape in any manner from the premises designated in the application as the place of use.
- e. During periods of water shortages, the use of water for non-essential purposes or to supply water to certain ponds, as more particularly discussed in Sections II.E, 3 and 4 respectively.

2. RESPONSIBILITIES OF THE APPLICANT - It shall be the responsibility of the applicant to assure that all water furnished by the District is used for beneficial purposes, and in a reasonable and efficient manner. To this end, it shall be the responsibility of the applicant to construct or install a reasonable and efficient irrigation system which will eliminate the excessive beneficial use or waste of water. All such systems shall be installed, maintained, and kept clean by the users thereof at no cost to the District. The District may, from time to time, examine such systems, and in the event that such systems are found to be in disrepair to the extent that waste of water is imminent, delivery of water may be suspended until such conditions are corrected.

3. CONTROL OF WASTE

- a. Any applicant or water user who in the opinion of the Manager is wasting water or causing the waste thereof either willfully, carelessly, negligently, or on account of a defective or inadequate private system, shall be warned one time, and if the deficiencies continue water deliveries will be discontinued permanently.
- b. The District expressly reserves the right to refuse or discontinue delivery of water to any lands when it appears to the satisfaction of the Board of Directors that the proposed use, method of use, or means of conveying such water requires such excessive quantities of water as will constitute non-beneficial use or waste.

H. UNAUTHORIZED USE

1. NATURAL STREAMCOURSES - The District has established rights to divert District waters into certain natural streamcourses, and utilize such streamcourses as conduits for the conveyance of such water. Such streamcourses shall be considered to be District facilities for the purposes of conveying such water.

The waters of the District may at times be intermingled with natural waters originating within such streamcourses. The natural waters of such streamcourses are subject to uses by others than the District. However, such uses may be exercised only under an assertion of riparian and/or appropriative water rights, which may be enjoyed only upon submission of proper petition to, and under permit or license from, the California Department of Water Resources.

Any and all such licensed diversions are limited exclusively to the quantities of water originating in such streamcourses; the water diverted into such streamcourses by the District or from District sources is the sole and exclusive property of the District. Any unauthorized diversions from such streamcourses will be reported to the California Department of Water Resources, and to the extent that such unauthorized diversions include waters of the District, such unauthorized use shall be considered as a criminal offense (see Penal Code, Section 592), and when discovered, shall result in the filing of a complaint with the Sheriff's Department, and subsequent prosecution to the full extent of the law.

2. DISTRICT FACILITIES - No person shall in any manner divert or take water from any canal, ditch, conduit or streamcourse belonging to the District or being used by the District under any statutory, permissive, or prescriptive right. Any such unauthorized use of District water shall be considered as a criminal offense (see Penal Code, Section 592), and when discovered, shall result in the filing of a complaint with the Sheriff's Department, and subsequent prosecution to the full extent of the law.

3. PENALTY FOR UNAUTHORIZED TAKING OF WATER

- a. DISTRICT POLICY - It shall be the responsibility of the applicant to exercise reasonable control over the premises shown in the application as being the place of use of District waters. Whenever the unauthorized diversion or taking of District waters results in the delivery or use of such waters to, upon, or across such premises and regardless of whether or not such unauthorized diversion or taking of water was caused by, permitted by, or known to the applicant, the District may at its sole discretion refuse or curtail the delivery of water to such premises for the remainder of the irrigation season. All such violations shall be reported to the Sheriff's Department for investigation, and if the perpetrator(s) of such violations are identified, they shall be prosecuted to the full extent of the law.
- b. CRIMINAL PROSECUTION - PENAL CODE SECTION 592

"Every person who shall, without authority of the owner or managing agent, and with intent to defraud, take water from any canal, ditch, flume or reservoir used for the purpose of holding or conveying water for manufacturing, agriculture, mining, irrigating or generation of power, or domestic uses or who shall without like authority raise, lower or otherwise disturb any gate or other apparatus thereof, used for the control of measurement of water; or who shall empty or place or cause to be emptied or placed into any such canal, ditch, flume or reservoir, any rubbish, filth or obstruction to the free flow of the water IS GUILTY OF A MISDEMEANOR."

SECTION III - MORATORIUM ON EXPANSION AND DELIVERIES

- A. GENERAL - District irrigation facilities currently consist of a diversion dam, main canals, lateral canals, and various conduits and appurtenances thereto. This phase of the irrigation system is fully developed in accordance with previous development plans and the availability of financing therefor. Moreover, available supplies of water have been and are expected to continue to be fully utilized within the confines of the existing irrigation system. The District is not obligated to enlarge and/or extend its existing facilities to the detriment of those consumers to

whom delivery is currently made available, except to the extent that such development is accomplished by way of the formation of a special Improvement District, and to the extent of the availability of water therefor. Until such time as the District is able to acquire additional practical and feasible sources of water and enlarge existing facilities to accommodate flows thereof, there shall be a moratorium on future expansion and water deliveries to the following extent: This moratorium to be in effect on a year-to-year basis and reviewed annually prior to the beginning of the irrigation season.

- B. DISTRICT FACILITIES - The District shall not convey water in any open channel which has been previously abandoned or which is not currently in use. The District shall not extend or construct additional main canals and/or laterals, nor shall it cause or in any manner facilitate the construction or extension thereof.
- C. PRIVATE FACILITIES - The District shall not approve or otherwise permit the development of any private mutual undertaking, community system, or other such system which would in any manner have the same or similar effect as the construction or extension of main canals and/or laterals.
- D. NEW SERVICES
 - 1. SUBDIVISIONS OR NEWLY CREATED PARCELS - For purposes of determining availability of water in the event of subdivision, the availability of water shall pass with the parcel(s) on which the actual use of water occurred. Delivery shall not be made to those newly created parcels on which water has not heretofore been delivered.

With the serious shortage of water currently faced by the District, there simply isn't enough water available to assure current deliveries, let alone accommodate subdivision developments. Existing use of water for beneficial purposes must be preserved insofar as possible. It is not in the best interest of the District to increase deliveries and jeopardize the ability to supply water to existing parcels by accommodating requests for deliveries to new created parcels. This would primarily benefit the developer in that availability of irrigation water may increase the value or salability of the land, but it would develop new potential uses which could not otherwise be served as a result of the moratorium. Of course, if

sufficient supplies of water become available, the District would be glad to serve water accordingly.

- F. SERVICE TO NON-CONTIGUOUS PARCELS - Delivery shall not be made to any parcels which are not contiguous to District facilities except that delivery shall continue to be made to parcels which are physically separated from such facilities, and which have previously been served therefrom.
- G. DELIVERY RESTRICTIONS - Effective immediately, all orders for irrigation water shall be restricted to the following:
1. NEW SERVICES - Delivery to new services shall be restricted to a maximum of 1/2 miners inch.
 2. All irrigation water must be put to "beneficial use". Beneficial use means the production of a crop or livestock for sale or barter. Watering of lawns, shrubs, native vegetation, or for ponds is not considered beneficial use.
 3. TEMPORARY INCREASES - Certain types of service installations which have not utilized water on a continuous flow basis, or which have not been charged for the full flows required for delivery during peak demand, shall be corrected under specific requirements of this policy. Such provisions require compliance with longstanding policy within a grace period herein established. In the interim, charges will be made in accordance with the volume required at peak flows, until such time that such systems are corrected. This will result in a temporary increase in the volume from which charges are determined, but the volume shall be reduced to the base volume (see Section III.G.2) upon compliance with provisions. Such increases shall be temporary in nature, and shall neither establish the right for continued delivery of such increased volume, nor cause any facility fees to be paid thereupon.
- H. REDUCTIONS IN DELIVERIES - The District shall endeavor to make deliveries in the full amount ordered by each consumer, subject to approval of each application in accordance with the foregoing restrictions. However, it should be anticipated that midseason cutbacks may be required in order to meet the needs of all consumers in an equitable manner. Such cutback shall be accomplished as follows:

1. MANDATORY CUTBACKS - The full amount of the approved volume ordered will be delivered until such time as waters from and out of Dry Creek are no longer sufficient to meet the needs of the irrigation system. At such time, all deliveries in excess of 3 miners inches may be cut back as required.

 2. VOLUNTARY CUTBACKS - The effect of the aforementioned mandatory cutback would be that irrigation water is in reality not delivered at a sustained flow for the duration of the irrigation season. Rather, the rate of flow would be decreased after approximately 1-1/2 to 2-1/2 months of delivery. For logistics in irrigating many crops, there is no purpose in having more water available early in the season, and less water available thereafter. It should perhaps be preferable to maintain a constant, although reduced flow throughout the season. At the option of the consumer, a voluntary 25% reduction of the approved base volume may be made at the time of application. This would, of course, reduce charges accordingly. In order to eliminate the possibility of penalizing those who are attempting to alleviate District delivery problems, the maximum allowable base volume determined in accordance with Item G.2 above shall not be reduced in any manner when voluntary cutbacks are requested.

 3. CALCULATING REDUCTIONS - When calculating reductions in accordance with this section, results in other than exact 1/2 miners inch increments shall be rounded up to the next highest such increment.
- I. RATIONING - In the event that cutbacks in accordance with the foregoing are insufficient to assure continued delivery of water to all consumers (which is likely in some years), mandatory rationing shall be imposed in accordance with the following:
1. MINIMUM BASIC VOLUME - All consumers will be allocated a maximum of one miners inch in order to assure that minimum basic needs are met.

 2. NON-ESSENTIAL USE - All non-essential uses as described in Sections II.E.3 & 4, shall be curtailed. The District shall evaluate each service in excess of one miners inch to

determine the extent of use of deliveries for non-essential purposes.

3. ALLOCATION OF DELIVERIES - The volume of water remaining after satisfying the provisions for delivery of the minimum basic volume shall be ratably allocated to all consumers requiring more than one miners inch. Calculations for allocation of such water shall be based on the priority of use (see Section II.E) and acreage benefited.

SECTION IV - DELIVERY OF WATER

- A. APPLICATION FOR SERVICE - All requests for water service shall be made in writing on forms prepared by the District for such purpose. Delivery of water shall be made only upon approval by the District of a proper application, subject to all provisions herein, and submitted in accordance with this Section.

1. DEADLINE FOR APPLICATION

- a. GENERAL - Upon receipt of all applications submitted by the deadline, the District immediately totals the accumulative volume requested by all applicants and compares the demand with the anticipated supply of water available. When the demand exceeds available supplies (which is certain to occur in some years), the District must adjust the requested volume in order to ratably distribute supplies.

Moreover, immediately upon determination of approved volumes, field personnel begin setting all measuring devices, and set diversion facilities accordingly. Late applications not only may cause a special trip to set the specific measuring device(s), but may cause adjustments to be made to major diversion points throughout the system. In order to assure deliveries in an orderly and economical manner, a deadline for applications is absolutely essential.

- b. DEADLINE - Applications for service must be received by the District by no later than 4:30 p.m. on the first business day in April each year. An application shall be considered to have been received only upon its actual delivery to the District office, and upon receipt of payment in full of all charges then due.

If an application is sent by mail and received by the District after the deadline, the postmark shall be of no consequence; the application shall be considered late. This deadline is absolute, and the District staff shall have no authority whatsoever to deviate from these provisions. The deadline within which applications must be submitted may be extended only by resolution or order of the Board of Directors.

c. DELIVERY OF APPLICATION

- (1) IN PERSON - All new applications and any and all applications requesting either a delivery in excess of the base volume (see Section III.G.2), a delivery of more than three (3) miners inches, or delivery to more than one (1) measuring device, shall be made in person to the District office.
- (2) BY MAIL - All applications other than as shown in (1) above may be sent to the District office by mail. However, because of the importance of having the application received by the District by the deadline, and having all charges then due paid in full upon delivery of the application, it is recommended that all applications be delivered to the District office in person or by regular mail.

d. PENALTY FOR LATE APPLICATION

- (1) REFUSAL OF SERVICE - Failure to make application and full payment by the deadline and in accordance with this Section may, at the sole discretion of the District, result in being refused the delivery of water for the current irrigation season. Upon failure of any landowner to make application for water or pay charges, the water to which such landowner would be entitled may be allotted by the District to other eligible landowners offering to make the required payments therefor.
- (2) PENALTY FEE - IF a late application is approved by the District, an additional service charge as

shown in Item 1.a of Appendix A hereto, shall immediately become due and payable at the time of making application, and delivery shall not be made until such charge along with all other applicable charges are paid in full.

2. INFORMATION REQUIRED ON APPLICATION - The application shall require the information shown hereinafter and/or any other information which the Manager may from time to time deem necessary in order to facilitate the administration and/or operation of the system. Refusal by the applicant to provide or update such information when requested shall, at the sole discretion of the District, result in the refusal or suspension of delivery until such time as this Section is complied with. Such required information includes, but is not limited to, the following:

- a. The inclusive parcel numbers of the intended place(s) of delivery, and the gross acreage and legal owner(s) of record of each such parcel.
- b. The names of all renters, lessors, or other authorized users of the premises who will utilize District water.
- c. The intended use(s) of District water, and the acreages or other measure of each such use.
- d. The intended methods of irrigation.
- e. The total volume (in Miners inches) of water.
- f. The number and types of service connections and volume (in Miners inches) to each connection.

B. SCHEDULE OF DELIVERY

1. SEASON OF USE - The irrigation season commences on April 15 and terminates on October 15 of each year. Irrigation water should normally be expected to be delivered throughout the duration of this season, subject to certain fluctuations, interruptions, shortages, outages, and reductions in deliveries as more particularly discussed in Section II.D hereof. However, the canals and ditches of the irrigation system are vulnerable to extreme damage from flows in excess of capacity during rainstorms. During such

inclement weather, side spills must be removed (or not installed to begin with), and the canals must be dewatered insofar as practicable. The irrigation season may consequently be shortened when in the opinion of the Manager such action is necessary in order to protect the system from imminent or potential damage.

2. CONTINUOUS FLOW BASIS

a. DISTRICT POLICY - It has been a longstanding District policy that irrigation water is served only on a continuous flow basis. Delivery on a continuous flow basis means that water is delivered by the District at a uniform rate continually for twenty-four hours each day, and that such water must be used continuously by the consumer throughout the period of delivery, both day and night. This policy is, and shall remain, in full force and effect.

b. SUBSTANDARD INSTALLATIONS

(1) GENERAL - Many consumers have, contrary to the aforementioned policy, installed systems whereby water is drafted from District facilities only when desired by the consumer. While this may be viewed by some consumers as being beneficial to the District in that presumedly less water is being used than is actually paid for, in reality no such benefits accrue, and in fact, severe problems result.

In order to assure the volume of water required to meet the needs of consumers, the District must conserve all water possible, and adjust the flows of the system to meet apparent demand. After system flows have been set, when consumers who have not been utilizing water on a continuous flow basis decide to draft their entitlement, the ensuing increase in demand causes a reduction in water available for other consumers, which in turn results in sometimes widespread shortages and outages. In order to alleviate such problem, the District then diverts additional water into the system, but because of the extreme distance such water must travel, increases in flows at

problem areas may not occur until up to almost two days later. If in the meantime, the consumers who caused the original problem shut off their water, any excess quantity overflows at certain points along the canal, and is wasted. The overall effect of this situation is that the District must continually try to keep the system in balance, other consumers are deprived of water, much water is wasted, and District operating expenses (which must be borne by all consumers) are excessive.

(2) DELIVERIES FROM PIPELINES - Perhaps the most severe problems resulting from the noncontinuous use of water occur because of service connections into pipelines. Under ideal circumstances, the flows from pipelines to all consumers therefrom could be set at the beginning of the season, and never be changed. However, many users along such pipelines do not use water on a continuous flow basis. Other services, and flows into such pipelines, must then be adjusted accordingly. When consumers who had their water turned off then turn their water on, flows to other services along the entire pipeline are diminished because of changes in pressure therein.

c. REMEDIAL ACTION - In order to eliminate the aforementioned problems the District must, notwithstanding provisions of Section IV.C.2.d of this policy, assert its longstanding policies that "All water deliveries must be measured through an approved miners inch box. Deficient boxes must be upgraded or replaced" (Information Sheet - Agricultural Water), and "Water must be used continuously by the water user throughout the period of delivery, both day and night" (Chapter 19D, Rule 1, Rules Governing the Use and Distribution of Irrigation Water).

Furthermore, it shall be the responsibility of the applicant, at no cost to the District, to provide sufficient storage and/or an appropriate irrigation system to assure that all water delivered by the District is utilized on a continuous flow basis (see Section IV.C.1.).

Specific corrections shall be accomplished in accordance with the following:

- (1) PUMPS - All existing pumps which are installed into and draft water directly from District facilities shall be removed. All such systems shall be replaced at the applicant's expense with service connections and/or measuring devices and private facilities conforming to Section IV.C hereof. The use of pumps directly in the District's ditch is forbidden. If pumps are to be used by the customer, they must be used downstream of the District's measuring devices.
- (2) PIPELINE CONNECTIONS - Connections from pipelines shall be unchanged provided that all use of water therefrom is on a continuous flow basis. Private facilities which will not facilitate use on a continuous flow basis shall be replaced at the applicant's expense with systems which will conform to the intent of Section IV.C.1.b hereof. If at any time thereafter, use from any connection is not on a continuous flow basis, or problems develop in providing deliveries from such pipelines, the District may at its sole discretion require at the applicant's expense the installation of facilities conforming to the intent of Section IV.C.2.c hereof.
- (3) CONVENTIONAL DEVICES - Service from existing miners inch boxes shall be unchanged provided that all use of water therefrom is on a continuous flow basis. Private facilities which will not facilitate use on a continuous flow basis shall be replaced at the applicant's expense with systems which will conform to the intent of Section IV.C.1.b hereof.
- (4) OTHER CONNECTIONS - All drip systems, siphons, or other such connections, which may result in an unregulated flow of water, shall be removed.
- (5) In the interim and when required in order to

conform to the foregoing, the District shall install miners inch boxes in accordance with Sections IV.C.2.b & IV.3 hereof. The deposit for such installation shall be paid by the applicant upon making application, and delivery shall not be made until such deposit along with all other applicable charges are paid in full.

d. ENFORCEMENT

- (1) PIPELINE CONNECTIONS - Failure to utilize water from pipelines on a continuous flow basis shall result in suspension of service until such time that facilities required in Section IV.C.2.c are installed at the applicant's expense.
- (2) NONCONTINUOUS USE - Failure to utilize water from an approved service connection on a continuous flow basis shall result in an immediate reduction in delivery of 25% of the approved volume being delivered thereto. If such noncontinuous use persists thereafter, additional reductions of 25% shall be made accordingly, but in no case shall such further reductions be made unless ten days have elapsed since the last such reduction. If continuous flow is then established by the applicant, the volume of the reduced flow shall not be increased to former levels. The effect of this provision is that a permanent (for the duration of the irrigation season) reduction will be imposed, and if noncontinuous use persists for a minimum of thirty days, delivery shall have been effectively terminated altogether.

C. SERVICE CONNECTIONS - All deliveries of District water shall be made only by way of approved service connections and/or measuring devices which shall conform to and be installed, adjusted, maintained, replaced, and used in accordance with the following:

1. GENERAL

- a. DISTRICT FACILITIES - All service connections and/or measuring devices shall be considered to be District facilities, and are subject to the exclusive control

of the District, even though the installation, maintenance, and replacement of such devices is the financial responsibility of the applicant. In the event that such devices are replaced or otherwise removed, they shall be considered to be the property of the landowner of the property to which water was served.

Service connections and/or measuring devices shall be considered to be facilities which are intended solely for purposes of delivering unpressurized water for the use of the applicant on a continuous flow basis (see Section IV.B.2), controlling the flow of District water thereto, and measurement of deliveries of such water for purposes of calculating charges therefor; no other purposes whatsoever are either expressed or implied.

All District conveyance facilities, including pipelines, are subject to certain future alterations which may affect the elevation of which water is available therefrom. Service connections and/or measuring devices shall be installed in such manner as to accommodate deliveries from District conveyance facilities at the water levels then existing therein, or at such other water levels that may be reasonably and imminently anticipated by the District. In the event that such conveyance facilities are subsequently altered by the District, and such alteration results in a water level which would render said devices useless on account of the elevation of the inlet structure thereof, the District shall reinstall such devices at no cost to the applicant.

- b. PRIVATE FACILITIES - All irrigation facilities located beyond the service connection and/or measuring device shall be considered to be the private facilities of the applicant, and the applicant shall be responsible for all costs and liabilities associated therewith.

It shall be the responsibility of the applicant to design, construct and maintain such private facilities in such manner as to assure that the District water is used for beneficial purposes in a reasonable and efficient manner, and without waste (also see Section

II.F herein).

It shall also be the responsibility of the applicant to assure that such private facilities include features which will ensure that District water is, without exception, utilized on a continuous flow basis.

Because of anticipated alterations of the elevation at which water is made available from District conveyance facilities, (see Paragraph 3 of Section IV.C.1.a hereof), the applicant shall design and construct private facilities in such manner that such changes in elevation can be readily accommodated. The District shall not be responsible in any manner whatsoever for any changes in any private facilities which may be made necessary by alteration of the elevation at which water is made available from District conveyance facilities.

2. APPROVED DEVICES

- a. UNACCEPTABLE CONNECTIONS - Notwithstanding the stated provisions of Sections IV.B.2.c & 2.d, which are intended to eliminate all existing such connections, and provisions of item d below, service connections such as direct installations to conveyance facilities of drip systems, siphons, pumps, or similar such connections which may result in an unregulated or noncontinuous flow, shall be expressly prohibited.
- b. DELIVERIES FROM CANALS - Notwithstanding provisions of the following Item d, service connections for deliveries from canals, ditches, or other such open District facilities shall hereafter be made only by installation of an approved miners inch box which shall be equipped with a means of locking in order to discourage or eliminate unauthorized adjustments and/or tampering.
- c. DELIVERIES FROM PIPELINES - Deliveries from District pipelines shall essentially be considered to be equal in intent to deliveries from any other District facilities, that is, such deliveries shall be expected to be unpressurized water which shall be utilized by the applicant on a continuous flow basis.

Notwithstanding provisions of the following Item d, service connections for deliveries from pipelines shall consist of a sump box or similar such device intended to eliminate the need of maintaining a static head, or in fact any head whatsoever on such pipelines in order to assure a continuous flow therefrom, a valve to control and regulate flow, and an approved miners inch box. Both the valve and miners inch box shall be equipped with a means of locking in order to discourage and/or eliminate unauthorized adjustments and/or tampering.

Upon agreement between the District and applicant, a service saddle tap may be substituted for the aforementioned sump box or similar device. Such substitution should initially and perhaps ultimately be less expensive to the applicant. Such substitution shall be made only when predicated on the anticipated continued ability to deliver a continuous flow from such pipeline without difficulty. However, if deliveries from such pipeline should later become problematic, the District may then exercise the option to install the sump box or similar such device forthwith. The difference in cost between the original and final such installations shall be payable by the applicant as a deferred cost of the service connection.

- d. OTHER DELIVERIES - The District may periodically at its sole discretion approve other types of service connections which will accommodate certain specific, unusual, and/or temporary situations. If and when such connections are approved, such approval shall not be construed as having set any precedence whatsoever for requiring approval of any similar such connections. Furthermore, any such connections shall be considered as being temporary in nature, and if at any time the District at its sole discretion determines that such connections have become undesirable for any reason whatsoever, such connections shall be replaced with devices then recommended by the District as a conventional installation, and such replacement shall be at the expense of the applicant.

3. INSTALLATION

- a. INSTALLATION BY DISTRICT - Because of certain insurance and liability limitations, and the need for the District to assure the integrity of its system, service installations and/or measuring devices shall be installed only by the District. There shall be no exceptions whatsoever to this provision.
- b. QUANTITY - Any number of service connections and/or measuring devices may be requested by the applicant. However, the applicant shall then be responsible for all charges associated with each such device.
- c. LOCATION - All service connections and/or measuring devices shall be installed only adjacent to District facilities, and within the right-of-way thereof. In the event that such right-of-way is insufficient to accommodate such devices, it shall be the sole responsibility of the applicant to acquire the right to place such device or any portion thereof on the property adjacent to such right-of-way, and the applicant shall be responsible for payments of all charges associated with the acquisition of such right. This section shall apply whether the need for such additional right was known prior to installation, or whether such need was not discovered until after installation.

Service connections and/or measuring devices shall generally be installed at a location along District facilities which is approved by the District on the basis of a field inspection by the applicant and District personnel. At the option of the applicant, the location of the requested connection can be staked or otherwise conspicuously marked by the applicant, and if the District approves such location, installation can be made accordingly. However, if this option is exercised, the District shall not be responsible for installation being made at the wrong location on account of the stakes or other markings having been moved by others, or for any other reason whatsoever.

- d. RESPONSIBILITY FOR PAYMENT - The applicant shall be responsible for payment of all costs and charges associated with the installation of service connections and/or measuring devices.

4. MAINTENANCE AND REPLACEMENT

- a. CLEANING - District personnel shall at the beginning of each season and periodically thereafter, assure that all measuring devices are cleaned sufficiently to ensure an unobstructed and accurately measured flow of water therefrom. Charges for such service are included in initial service charges and charges for delivery of water; there shall be no additional or separate charges for such service.
- b. REPAIRS - Whenever any service connection and/or measuring device requires repairs of any manner whatsoever, District personnel may immediately make such repairs and the applicant shall be responsible for all charges attributable thereto.
- c. REPLACEMENT - Whenever any service connection and/or measuring device becomes worn, damaged, or otherwise unserviceable, such device shall be replaced at the expense of the applicant. The determination of serviceability and need for replacement shall be at the sole discretion of the District, and may be predicated upon, but not limited to, considerations such as the uneconomical and/or unreliable adjustment or control thereof, elimination of a potential hazard to facilities or adjacent lands, eliminating a waste or potential waste of water, or discouraging and/or eliminating unauthorized adjustments and/or tampering which makes replacement with a locking-type device advisable.

5. ADJUSTMENTS

- a. DISTRICT POLICY - Adjustments or alterations in District service connections, measuring devices, canals, or other facilities shall be made only by District personnel, except in the event that a failure of District facilities or other emergency situation is discovered by a user, such user shall take reasonable

action to prevent further damage, and shall then notify the District.

- b. UNAUTHORIZED ADJUSTMENTS AND/OR TAMPERING - No person shall in any manner adjust, change, molest, disturb or otherwise interfere with any District service connection, measuring device, gate, weir, conduit or other facility, nor shall any person construct any dam or otherwise impede or obstruct the flows thereof, unless such person shall have express written permission or emergency authorization from the District.

Whenever such unauthorized adjustments or tampering are known to have been caused by the applicant or other bonafide users of water on the affected premises, the District may, at its sole discretion, refuse or curtail the delivery of water to such premises for the remainder of the irrigation season. Moreover, all such violations shall be reported to the Sheriff's Department for investigation, and if the perpetrator(s) of such violations are identified, they shall be prosecuted to the full extent of the law.

- c. CRIMINAL PROSECUTION - PENAL CODE SECTION 592 - "Every person who shall, without authority of the owner or managing agent, and with intent to defraud, take water from any canal, ditch, flume or reservoir used for the purpose of holding or conveying water for manufacturing, agriculture, mining, irrigating or generation of power, or domestic uses; or who shall without like authority raise, lower or otherwise disturb any gate or other apparatus thereof, used for the control of measurement of water; or who shall empty or place or cause to be emptied or placed into any such canal, ditch, flume or reservoir, any rubbish, filth or obstruction to the free flow of the water is guilty of a misdemeanor."

- d. REPLACEMENT OF MEASURING DEVICES - It shall be the responsibility of the applicant to exercise reasonable control over the premises shown in the application as the place of use. The applicant shall exercise reasonable diligence in preventing unauthorized adjustments of, or tampering with, District

facilities.

Whenever unauthorized adjustments and/or tampering occurs, the District, at its sole discretion, may consider such service connections or measuring devices as may be affected thereby to be unserviceable under the meaning of Section IV.C.4.c hereof, and replace such devices with locking-type devices accordingly, and at the expense of the applicant.

SECTION V - LIABILITY

- A. LIABILITY OF APPLICANT - Upon removal from District facilities, the possession of water is passed to the applicant or user thereof, and such applicant or user, or the heirs or assigns thereof, shall be liable for any damages resulting from the use or presence of such water thereafter. Such liability shall specifically be extended to include any damages which may occur to or upon adjacent properties onto which the applicant or user has either willfully, carelessly, negligently, inadvertently, or unknowingly allowed or permitted such water to seep or flow.
- B. PRIVATE FACILITIES - The District will not be liable for any damage of any kind or nature resulting directly or indirectly from any private conduit, or the water flowing therein, or by reason of lack of capacity therein, or for negligent, wasteful or other use or handling of water by the consumers therefrom.
- C. DEFECTIVE MATERIALS - The District must utilize certain conduits, meters, measuring devices, and other materials, supplies, and products which are manufactured by others, and the District has no control over the quality or integrity of such products. The District assumes no liability whatsoever for damages to persons or properties occasioned through defects or failures of such manufactured products. Any remedy for such losses shall be sought solely and directly from the manufacturers of such products.
- D. INADEQUATE SUPPLIES - Supplies of water are limited and the District has enacted herein certain provisions to assure

deliveries of water to as many consumers of the District as practicable. Such provisions require a moratorium on deliveries to certain lands, cutbacks in deliveries, and rationing. The District shall assume no liability for damages or losses of any kind which may be occasioned by the unavailability or limited distribution of water, even though efforts to accomplish aforementioned objectives may inadvertently and periodically result in surplus waters which are not distributed.

- E. SEASON OF USE - The District has enacted certain provisions herein which may cause the normal irrigation season to be shortened somewhat, when advisable, in order to assure that District facilities are protected from potential damage which might result from unfavorable weather conditions. The District shall assume no liability for damages or losses which may be occasioned by the shortening of such normal season of use.
- F. UNAUTHORIZED USE - All water furnished by the District is intended for use only for irrigation purposes, and every consumer who utilizes District water for any other purpose does so at his own risk and by so doing assumes all liability for, and agrees to hold the District, and its officers and employees, harmless from liability and damages which might occur as a result of defective water quality, shortages, fluctuations or interruptions of flow, outages, or for any other reason whatsoever.
- G. FIRE PROTECTION - Use of District water for fire protection purposes is not an intended use of such water and the reliance on such shall be at the risk of the consumer. The District shall assume no liability for damages or losses arising from such use whether such damages and/or losses are directly or indirectly related to the lack of availability, insufficient quantity, or defective quality of water, or for any other reasons whatsoever.
- H. POLLUTANTS AND CONTAMINANTS - The open channels of District facilities are subject to potential pollution and/or contamination and other quality deficiencies which could adversely affect crops (see Section II.C.2). The use of District water for irrigation purposes shall be at the risk of the consumer, and in so using, the consumer agrees to hold the District and its officers and employees free and

harmless from any and all liability, damages, and losses which may occur on account of defective water quality.

- I. VARIATIONS IN FLOW - District facilities are subject to extreme variations in flow, and the District assumes no liability for damages or losses which might occur as a result of fluctuations or interruptions in flow, shortages and/or outages, or any other factors affecting the quantity of water available or the lack thereof.

- J. ENFORCEMENT OF POLICY - This policy contains certain provisions of enforcement which require the refusal to deliver water initially, and the curtailment, reduction, suspension, and/or termination of deliveries thereafter. In making application, the consumer agrees to abide by all terms of this policy and accepts the risks inherent in refusal to comply accordingly. The District assumes no liability for losses and/or damages which might result from curtailment of deliveries effected as a result of violations of provisions hereof.

- K. NONPAYMENT OF CHARGES - Section 31024 of the California Water Code provides that, "A District may establish rules and regulations for the sale, distribution, and use of water and may provide therein that water shall not be furnished to persons against whom there are delinquent water rates." (emphasis added). Pursuant to this authority, the District has adopted the policy of terminating service for nonpayment of charges. In the event that any service is suspended or terminated in accordance with this policy, neither the Board, the District, nor its officers, agents or employees, shall be liable for any damage or loss that may occur as a result thereof.

SECTION VI - CHARGES AND PAYMENT

A. GENERAL

- 1. ESTABLISHING RATES AND CHARGES - The rates and charges for

water, which shall include service charges, penalties, and interest on delinquent and unpaid accounts, shall normally be established by March 10 of each year. Such rates and charges may, however, be established or altered at any time when such changes are based on budgetary constraints and are within the scope of intent of Section 31007 of the California Water Code.

Rates and charges shall generally be established and/or changed only by resolution or motion of the Board of Directors. However, the Manager may from time to time establish and collect charges for certain minor, unusual, and temporary uses or services, until such time that the Board has enacted specific rates and charges therefor.

2. RESPONSIBILITY FOR PAYMENT

a. APPLICANT - Service connections and appurtenances ~~thereto~~ become the real property of the landowner, service therefrom is considered to be for the benefit of the parcel and not any occupants thereof, and the right to continued delivery passes with the parcel rather than with any person(s). It shall therefore be the position of the District that the person(s) to whom the sale, distribution, and use of water is made available shall be the owner(s) of the parcel thus served.

The landowner shall be expected to exercise reasonable and prudent control over his properties, and to be aware of any use of water thereupon. For this reason, the application is not restricted to the landowner, but may be made by any tenant, water user, occupant or other person. Notwithstanding provisions of Item b below, the applicant shall be responsible for all charges due at the time of application, and all charges later due as a condition of continued delivery for the benefit of such applicant.

b. LANDOWNER - The owner(s) of any parcel shall be ultimately responsible for payment of any and all charges made by the District for water availability, distribution, use, or services attributable to such parcel or units thereon, regardless of whether the owner(s) personally benefit from such use or service.

The landowner shall be responsible for all charges not paid when the same become due regardless of whether or not the land is being rented, leased, farmed or otherwise used by other than the landowner, and regardless of the person or persons requesting and making application for water. Nothing herein contained, however, shall deprive the District of any other mechanisms it may have to enforce payment of charges.

3. PAYMENT OF CHARGES

- a. GENERAL - Charges must be paid in full upon submission of application, as a condition of acceptance and/or approval of such application. However, some charges cannot practicably be made until the service has been rendered and the costs attributable thereto calculated.
- b. REQUIREMENTS FOR PAYMENT - Charges shall be due and payable on the date that billing is issued by the District and shall become delinquent fifteen (15) days thereafter.
- c. INTEREST - Interest on all unpaid accounts shall be charged at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance, commencing on the date on which any charges become delinquent.

4. SUSPENSION OF SERVICE - If water charges should become delinquent, the District may at its discretion, suspend the service of water until the charges are paid. This includes the right to suspend the service of water regardless of the type of crop being irrigated or the use to which the water is being put, and regardless of whether the user thereof is a landowner, tenant or other user.

In the event any water charges are unpaid at the end of an irrigation season on any particular land, the District may, at its discretion, refuse to serve water to that land in the following or subsequent seasons, until all such unpaid water charges are paid in full. This shall include the right to refuse service of water although the user of the

water for which charges remain unpaid was not the owner of the land, and although the ownership of the land may have changed since the water for which the charges remain unpaid was used.

5. COLLECTION BY TAX LIEN - Pursuant to Sections 31701 and 31701.5 of the California Water Code, all delinquent and unpaid charges for water and other services requested in writing by the owner of the property shall be added to, and become a part of, the annual taxes next levied upon the property upon which the water for which the charges are unpaid was used and upon the property subject to the charges for any other District services, and shall constitute a lien on that property as of the same time and in the same manner as does the tax lien securing such annual taxes.
- B. SPECIFIC CHARGES - Charges for water service or other charges shall be made in accordance with the following provisions and at the rates shown in Appendix A hereof. Rates shown in Appendix A shall prevail until such time that such rate should be revised or otherwise changed by resolution or motion of the Board of Directors. Subsequent to such Board action, a new or revised Appendix A shall be prepared accordingly, and such new or revised Appendix shall be included herein and shall become a part hereof on the basis of such Board action. Thereafter, all charges incurred shall be calculated at the rates shown in the new or revised Appendix A.
1. CHARGES DUE UPON RECEIPT OF APPLICATION - Except for Item a below, the following charges are due and payable upon receipt by the District of the APPLICATION FOR DELIVERY OF IRRIGATION WATER. Such charges shall be paid in full by the first business day in April of each year. Any application received and for which such charges are not paid in full by said date, shall be considered as a late application, and shall accordingly be subject to an additional service charge. Water delivery shall not be made until all such charges are paid in full.
 - a. SERVICE CHARGE FOR LATE APPLICATION - Any and all applications received later than 4:30 p.m. on the first business day in April of each year, or for which all applicable charges are not paid in full by the same deadline, shall be considered as a late

application and shall be subject to an additional service charge. Such service charge shall offset certain increased costs to the District made necessary by the processing of such late applications. Such costs include, but are not limited to alterations of the delivery schedule, individual adjustments(s) of measuring devices, additional adjustments of major diversion points, and all administrative expenses attributable to the foregoing. Water delivery shall not be made until such charge is paid in full.

b. FACILITY FEE - All new connections.

All facility fees collected shall be deposited into a restricted reserve account, and funds from such account shall be expended only for such purposes as acquisition of additional sources of water or enlarging conveyance facilities to accommodate flows therefrom, construction of additional storage facilities, developing additional sources of outside revenues to offset costs of purchasing water as a means of expanding present sources of water, or to aid in the financing of any activities herein described, conservation of current supplies of water, reclamation projects, and/or any and all administrative or consultant expenses applicable to efforts to accomplish any of the foregoing.

c. INSTALLATION DEPOSIT - Any application which requires the installation of a service connection and/or measuring device shall be subject to an installation charge for each such device. Such installation charges are intended to cover the estimated costs of such installations, and any difference between the installation charge and the actual cost of such installation shall either be due and payable to the District or refundable to the applicant, whichever is appropriate.

d. CHARGES FOR WATER

(1) RATE STRUCTURE - Charges for delivery of water shall be based on a rate structure whereby the unit rate increases as the volume of water requested increases. In this manner, consumers

and/or landowners placing the greater demands on the system pay accordingly.

- (2) FLOW BASED ON PEAK DEMAND - Certain connections currently do not utilize water on a continuous flow basis, but rather utilize water only on demand. Such connections shall be corrected under specific provisions of this policy. In the interim, charges for such services shall be based on the full flow drafted from District facilities during peak demand. The District shall estimate such peak flows, and such estimates and charges therefor shall be fully and retroactively adjusted only upon presentation by the applicant of contrary figures which have been computed by a registered engineer. All charges for such engineering shall be the sole responsibility of the applicant.

Upon correction of such connections to accommodate use on a continuous flow basis, the charges for the remainder of the year shall be recalculated and a refund shall be credited accordingly.

- (3) PARCELS UNDER SAME OWNERSHIP - The volumes requested for each and every parcel under the same or common ownership shall be added together to determine the total flow on which the unit rate shall be determined. This unit rate shall then be applied to each and every such parcel regardless of whether the applicant for service to such parcel is the owner, tenant, or other occupant or user of the water requested.

2. CHARGES DUE THROUGHOUT SEASON - The following charges may be incurred throughout the irrigation season provided that the services for which such charges apply are actually performed. Such charges are due and payable in accordance with Section VI.A.3, or as hereinafter provided.

C. REFUNDS

1. SERVICE CHARGE FOR LATE APPLICATION - The service charge for late application shall not be refundable for any reason

whatsoever.

2. INSTALLATION CHARGE - The unused portions of any and all installation charges shall be refundable upon the completion of work for which such charges were made, and the determination of the charges due for such work.
3. CHARGES FOR DELIVERY OF WATER - Charges for delivery of water shall be refundable if the total flow of water delivered and paid for is subsequently changed for reasons such as the following:
 - a. Voluntary cutbacks, rationing, or termination of service.
 - b. Refunds as aforesaid shall only be valid for periods following a request by the applicant that the service be temporarily suspended and/or during periods that the District is aware that the water is not being delivered.

The refunds and suspensions of service contemplated in this Section VI.C.6.b. shall not diminish or otherwise affect the continuation of future deliveries of water, except that in the event that deliveries are not fully reinstated, paid for, and put to beneficial use by the beginning of the second irrigation season following the event leading to the suspension in service, the service shall be considered as a "new service" upon subsequent application, and shall thereafter be subject to all restrictions and limitations then affecting the availability of water to such services.

4. UNREFUNDABLE CHARGES - Charges shall not be refundable for the following reasons:
 - a. Failure on the part of the applicant to take the full amount of water approved in the application or otherwise determined thereafter, provided that such water was made available by the District.
 - b. Any interruptions of deliveries of less than 15 days for each occurrence for reasons as set forth in Section II.D hereof, or to accommodate construction or emergency maintenance/repair projects (such as recent

silt-removal and hydrilla control projects).

- c. The volume of water which was not delivered because of interruptions and/or shortening of the duration of the irrigation season pursuant to Section IV.B.1 hereof.
 - d. Any volume of water which is not delivered during periods of suspension which are imposed in order to enforce provisions of this policy.
8. CALCULATION AND PAYMENT OF REFUNDS - The amount of any refunds shall be calculated within 15 days from the time that any charges become refundable, and such refunds shall be payable at any time thereafter.
 9. DEDUCTION OF OTHER CHARGES - Refundable charges shall immediately be applied to any other charges then due and payable or delinquent, and any subsequent charges shall be deducted from the refund credit balance (if any), before issuance of billing for such other charges.
 10. REFUND CREDIT - All refunds due shall be carried as a credit balance, unless payment is specifically requested by the applicant at the time of determination of the amount of refund then due, or at any time thereafter.
 11. INTEREST - The District shall no pay interest for any deposit accounts. The district shall pay no interest on refunds, credit balances carried forward, or for any other reason whatsoever.

(END)

Revised 2/21/08

SECTION 00 52 00

AGREEMENT

For the construction of:

North Yuba Water District – Water Storage Improvements

THIS AGREEMENT, made and concluded, in duplicate, this 10 day of April 2023, by and between the North Yuba Water District, located in Yuba County, California (hereinafter referred to as "Owner"), and

Escheman Construction Company

doing business as a California corporation, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the California State Water Resources Control Board (SWRCB) has authorized Owner to administer this Project under the California Proposition 1 – Integrated Regional Water Management (IRWM) Implementation Grant 4600013824 for the North Yuba Water District – Water Storage Improvements ("Project"); and

WHEREAS, Owner gave Notice Inviting Bids to be submitted by 2:00 p.m. local time on March 2, 2023 for the Project by published notice and/or posting in accordance with applicable law; and

WHEREAS, Contractor, pursuant to the provisions of said Notice Inviting Bids submitted a Bid to the Owner and such Bid is attached hereto in its entirety and made a part hereof as Exhibit A; and

WHEREAS, on April 5, 2023 Owner awarded the Project to Contractor; and

WHEREAS, Contractor is ready, willing and able to complete all work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Owner and Contractor agree as follows:

ARTICLE 1 - PROJECT

1.1 The Project. The Contractor shall provide all labor, materials, tools, apparatus, equipment, insurance, bonds, special services, and skill to construct and complete in good workmanlike and substantial manner the Project as specified or indicated in the Contract

Documents.

1.2 Location of Project. The Project work will be performed at the following locations:

Challenge Tank – APN 056-010-006-000, LAT/LONG (39.4863 North 121.2184 West),
Forbestown Tank – APN 056-010-006-000, LAT/LONG (39.5204 North 121.2806 West),
Rackerby Tank – APN 073-160-055-000, LAT/LONG (39.4434 North 121.3322 West),
including temporary and permanent utility easements, and public rights-of-way.

ARTICLE 2 - OWNER'S REPRESENTATIVES AND CONSULTANTS

2.1 Owner's Representative. The Owner has designated SUSP Engineering to act as Owner's Representative, who will represent Owner in performing duties and responsibilities and exercising Owner's rights and authorities in the Contract Documents. Owner may change the individual(s) acting as Owner's Representative(s), or delegate one or more specific functions to one or more specific Owner's Representative(s) at any time with notice and without liability to Contractor. Each of the Owner's Representative(s) is a beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

2.2 Engineer. The Owner has designated SUSP Engineering to act as Engineer. Engineer will assume all duties and responsibilities and have the rights and responsibilities assigned to the Engineer in the Contract Documents in connection with the Project. The Owner may assign all or part of the Owner's Representative's duties, rights and responsibilities to the Engineer. The Engineer is a beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

2.3 Construction Manager. The Owner has designated SUSP Engineering to act as Construction Manager. Construction Manager will assume all duties and responsibilities and have the rights and responsibilities assigned to the Construction Manager in the Contract Documents in connection with the Project. The Owner may assign, upon mutual agreement, all or part of the Owner's Representative's duties, rights and responsibilities to the Construction Manager. The Construction Manager is a beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

ARTICLE 3 - CONTRACT TIMES

3.1 Time is of the Essence. All time limits for Milestones, if any, Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are of the essence of this Agreement.

3.2 Commence Work. Contractor shall commence execution of the Project work within the time specified in Section 00 72 00 - GENERAL CONDITIONS of the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Project.

3.3 Days to Achieve Contract Times. The Contractor shall diligently prosecute the work so that it shall be completed within the Contract Times specified in

Section 00 73 00 – SUPPLEMENTAL CONDITIONS, Subpart 1.1 - Time Allowed for Completion.

3.4 Liquidated Damages. The Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Project is not completed within the contract times specified in Section 00 73 00 – SUPPLEMENTAL CONDITIONS, Subpart 1.1 - Time Allowed for Completion. Accordingly, Owner and Contractor agree that as liquidated damages for failing to complete the Project within the time allowed, Contractor shall forfeit and pay to the Owner liquidated damages in the amount set forth in Section 00 73 00 – SUPPLEMENTAL CONDITIONS, Subsection 1.2 - Damages for Delays, per day for each and every calendar day that expires after the time for completion specified in Section 00 73 00 - SUPPLEMENTAL CONDITIONS, Subsection 1.1 - Time Allowed for Completion, except as otherwise provided by extension of time pursuant to Section 00 72 00 - GENERAL CONDITIONS.

By initialing below, Owner and the Contractor acknowledge and agree that the amount set as liquidated damages in Section 00 73 00 – SUPPLEMENTAL CONDITIONS, Subsection 1.2 – Damages for Delays is the result of a reasonable endeavor by the parties to estimate a fair amount of compensation.

Owner _____ Contractor LB

ARTICLE 4 - CONTRACT PRICE

4.1 Contract Price. The Owner will pay Contractor the sum of:

one million one hundred seventy five thousand five hundred ninety and forty four hundredths dollars (\$1,175,590.44), (the "Contract Price"), for completion of the Project as shown on Exhibit A attached, and in accordance with the Contract Documents.

The Contract Price includes all allowances, if any, provided for in the Contract Documents.

Compensation for Unit Price items shall be based upon the Unit Prices stated in Section 00 41 00 - BID FORM, as approved by the Owner, times the actual quantities or units of work and materials performed or furnished. Bid Item Amounts paid by Owner may change depending on actual quantities or units of work completed.

ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

5.1 Representations and Warranties. In order to induce Owner to enter into this Agreement, Contractor makes the following representations and warranties:

- A. Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Project, Site, locality, actual conditions, as-built conditions, and all

local conditions, and Federal, State, and local laws and regulations that in any manner may affect cost, progress, performance, or furnishing of Project work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

- B. Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, record drawings, drawings, product specifications or reports, available for bidding purposes, of physical conditions, including Underground Facilities, which are identified in Section 00 30 00 - INFORMATION AVAILABLE TO BIDDERS, or which may appear in the Drawings. Contractor accepts the determination set forth in these Contract Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely.
- C. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- D. Contractor has given Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by Owner is acceptable to Contractor.
- E. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- F. Contractor has duly authorized the execution, delivery, and performance of this Agreement, the other Contract Documents and the Project to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order, or decree binding on Contractor.
- G. Contractor has listed the following subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.* (refer to Section 00 43 36 - DESIGNATION OF SUBCONTRACTORS):

Name of Subcontractor and Location of Mill or Shop	Description of Subcontractor's Work (include Item No. on Bid Form)	Subcontractor's License No.
Hyatt Contracting 3289 Rollin Hills Rd. Marysville, Ca 95901	#6, Challenge Tank Foundations	923900

UIG 11 Rancho Circle Lake Forest, Ca. 92630	7,9 Tank Liners	892030
MHM Inc, 1204 E St Marysville, Ca. 95901	5 Surveying and Geo	

ARTICLE 6 - CONTRACT DOCUMENTS

6.1 Contract Documents. The Contract Documents consist of the following documents:

- Notice Inviting Bids (Section 00 11 16);
- Instructions to Bidders (Section 00 21 13);
- Bid Form (Section 00 41 00);
- Bid Guaranty Bond (Section 00 43 13);
- Designation of Subcontractors (Section 00 43 36);
- Site Visit Affidavit (Section 00 45 01);
- Non Collusion Affidavit (Section 00 45 19);
- Workers' Compensation Insurance Certificate (Section 00 45 26);
- Child Support Compliance Act Certification (Section 00 45 29);
- Proposition 1 Funding Requirements (Section 00 45 49);
- Notice of Award (Section 00 51 00);
- Agreement (Section 00 52 00);
- Performance Bond (Section 00 61 13);
- Payment Bond (Section 00 61 14);
- Escrow Agreement for Security Deposits in Lieu of Retention (Section 00 61 24);
- Guaranty Bond (Section 00 61 27);
- General Conditions (Section 00 72 00);
- Supplemental Conditions (Section 00 73 00);
- Specifications (Division 01 through Division 40);
- Addenda (numbers 1 to 2, inclusive);
- Permits from agencies as may be required by law;
- Exhibits to this Agreement (enumerated as follows):

- Accepted Contractor's completed Bid attached hereto as Exhibit A;

The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- Notice to Proceed (Section 00 55 00);
- Field Directive(s);
- Change Order(s) (Section 00 63 63);

6.2 Not Contract Documents. There are no Contract Documents other than those listed in this Section 00 52 00 - AGREEMENT, Article 6, Part 6.1 - Contract Documents. Section 00 30 00 - INFORMATION AVAILABLE TO BIDDERS and the information supplied therein, are not Contract Documents. Section 00 31 47 - ACCESS, INDEMNITY, AND RELEASE AGREEMENT is for Bidder site access and is not a Contract Document.

6.3 Contract Document Modification. The Contract Documents may only be amended, modified, or supplemented in writing as provided for in Section 00 72 00 - GENERAL CONDITIONS.

ARTICLE 7- MISCELLANEOUS

7.1 Terms. Terms used in this Agreement will have the meanings indicated in the General Conditions.

7.2 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment; and, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 Successors and Assigns. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.4 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.5 Prevailing Wage Rates. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays, Sundays, and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Project, are on file in the Owner's office. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code

Section 1774 of the State of California.

7.6 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sacramento, State of California, and governed by California law. By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, County of Yuba, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

7.7 Notices. Notices to the Parties shall be given at the following addresses:

To Owner:

North Yuba Water District
Attn: Leona Harris
8961 La Porte Road
PO BOX 299
Brownsville, CA 95919.

To Contractor:

Escheman Construction Company

Attn: Lance Barlean

P.O. 607

Brownsville, Ca. 95919

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

North Yuba Water District

By: Mahe Fu
President / Vice President



ATTEST:

By: Thoma Harris
Secretary

CONTRACTOR:

Escheman Construction Company

(Contractor's Name)

357520 " A "

(CA Contractor's License No. and Classification)

S Corp. California

(Type of Organization and state of incorporation)

12/31/24

(CA Contractor's License Expiration Date)

By: [Signature]

(Authorized Signature)

85-3665943

(Federal Tax ID)

Lance Barlean

(Name)
General Manager

(Title)

ATTEST:

By: Thoma Harris

(Secretary)

(Seal)

(Attach a Certificate of Authorization and a Resolution of the Board, Partnership, or Joint Venture evidencing authority for the execution of this Agreement)

END OF SECTION

EMPLOYMENT AGREEMENT
Maintenance Technician (Temporary/Part-Time)

This agreement (“Agreement”) is made by between the North Yuba Water District (the “District”) and Ken McLaughlin (“Employee”) (collectively referred to as the “Parties”). In consideration of the mutual covenants hereinafter contained, the Parties hereby agree as follows:

At-Will Temporary Employment:

The employment per this Agreement is dependent upon current water conveyance system maintenance needs. During the time these needs exist, the District is employing Employee temporarily. This is an at-will position. The District has the right to terminate Employee for any or no reason, and Employee has no right to an appeal. If Employee terminates this Agreement, Employee must provide 7 business day’s notice. The District Interim General Manager or General Manager has the authority to modify or excuse this 7 day notice requirement, but cannot increase the number of days for Employee’s notice of termination.

Terms of Employment:

During the term of this Agreement, commencing April 19, 2023, Employee will work 20 hours per week, Mondays through Thursdays. Employee will work under the direction of the District Superintendent who has the discretion and authority to make work assignments, and to schedule Employee for more days and/or more hours with Employee’s consent. As a condition of employment, Employee must have a valid driver’s license.

In exchange for the services Employee provides under this Agreement, Employee shall receive:

- \$22.00 per hour. Any work performed in one day that is over 8 hours will be considered “overtime” and will be compensated per the District’s overtime policies.
- The same dental and vision health insurance coverage offered to other District employees, with the exception of dependent coverage.
- The same sick leave benefits other District employees receive. However, the District Interim General Manager or General Manager shall have the

authority to instruct Employee to leave District property if the Interim General Manager or General Manager determines that Employee is ill. Such compulsory sick leave will be compensated by any sick leave Employee has accrued.

- Employee shall be entitled to the paid holidays provided to other District employees.

General Provisions:

(A) This Agreement constitutes the entire agreement between the Parties. District and Employee hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement, and that this Agreement supersedes all other oral or written agreements between the Parties pertaining to Employee's employment as Employee. This Agreement can be amended or modified only through a writing signed by Ms. Harris, approved by the Board of Directors, and executed on behalf of the District.

(B) If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

(C) Notice of termination sent via email address lharris@nywd.org and to the email address Employee provides shall be deemed effective notice of termination of this Agreement.

(D) If an action at law or in equity is commenced to enforce or interpret this Agreement, the Parties agree that (1) they will resolve their dispute via binding and final arbitration conducted according to the rules of the American Arbitration Association; (2) the venue for any arbitration between the Parties shall be Brownsville, California; (4) all aspects of the arbitration shall be confidential; (5) the Parties shall equally divide all fees and costs pertaining to the arbitration process, such as filing fees and arbitrator fees; (6) the Parties will bear their own attorney fees; and (7) the arbitrator's decision may be filed in superior court as a judgment.

(E) A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by the District and the District shall be free to enforce any term or condition of this Agreement with or without notice to Employee notwithstanding any prior waiver of that term or condition.


(F) This Agreement may be executed in identical counterparts, via email attachment or facsimile, with the electronic signatures on such counterparts considered the

same as an original signature.

(G) The following signators warrant that they are authorized to enter into this Agreement, and that this Agreement is entered into freely, at arms-length, and without duress.

Date: 4-20-2023

Kenneth McLaughlin
Print Name


Signature

Date: 4-20-2023

Marieke Furnee
Marieke Furnee,
NYWD Board President

The Water Group

Water Law and Advocacy
A Professional Corporation

701 University Ave, Suite 205, Sacramento, California 95825

Engagement Agreement

1. Conditions

This Engagement Agreement will take effect only when North Yuba Water District (Client) returns a signed copy of this document along with a retainer payment of \$2,500 to The Water Group – Water Law and Advocacy, a Professional Corporation (TWG).

2. Scope of Representation and Duties

TWG will only provide services to the Client as described here:

- a) Research and analyze Client's water rights, including but not limited to the Client's water permits, and provide recommendations for securing/strengthening/ maintaining Client's water rights.
- b) Research and analyze the history, current status, and future obligations pertaining to Client's wholesale water delivery contracts.
- c) Provide summary memorandum on key findings.
- d) Project communications and Board Presentations, as directed.

3. Communications and Notice

Until instructed otherwise, TWG will address communications to Client via email at pnboylan@gmail.com with copy to lharris@nywd.org. Likewise, unless instructed otherwise, Client will address communications to TWG at gtully@tullyandyoung.com.

4. Discharge and Withdrawal

Client may discharge TWG at any time and TWG may withdraw at any time. TWG also reserves the right to suspend or terminate any work in progress in the event timely payment is not made or for other cause. TWG will issue a "Stop Work" notice if Client's account is past due. Other causes likely to lead to withdrawal include, without implied limitation, Client's breach of this Agreement, Client's refusal to cooperate with TWG or to follow TWG's advice on a material matter, or any other fact or circumstance that would render TWG's continuing representation unlawful or unethical.

5. Conclusion of Services

When TWG's services conclude, TWG will, upon Client's request, return any Client retainer TWG has not charged to an account receivable, and/or return documents in TWG's possession. Unless otherwise agreed in writing, TWG shall not retain Client's files more than five (5) years beyond the date of Service. TWG shall have the right to dispose of any files still in its possession at the close of such five year period, without necessity of notifying Client. If Client requests Client's file, Client shall pay TWG to copy the file.

6. Disclaimer of Guarantee

Nothing in this Agreement and/or TWG's statements to Client will be construed as a promise or guarantee of the outcome of Client's matters or Client's total fees and/or costs. TWG makes no such promises or guarantees. TWG's comments about the outcome of Client's matters, if any, are expressions of opinion only, based on facts as represented to TWG by Client.

7. Statute of Limitations

Client and all signatories to this Agreement agree that any action, whether at law or in equity, against TWG for a wrongful act or omission arising from the performance of the Services must be commenced within one (1) year from the earlier of the date Client or a signatory believes there is any breach, or the date Client or a signatory has been damaged by such alleged breach or a reasonable person would suspect that a breach had occurred or that they had been damaged. This paragraph is intended to be the exclusive statute of limitations applicable to the parties.

8. Modification

The parties agree that this Agreement supersedes all prior agreements, written or oral, between the parties pertaining to the scope of representation and duties described herein, and further agree that this Agreement may be amended, modified, or waived only through a written agreement executed and dated by authorized signatories of the parties.

9. Waiver

No waiver of any breach of this Agreement will be implied or deemed a waiver of any future breach.

10. Governing Law and Dispute Venue

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of California, including all matters of construction, performance, and validity. In the event Client fails to timely pay invoices in accordance with TWG's work performed under this Agreement, or other disputes arise during TWG's representation of

Client, TWG and Client agree that actions may be filed only in either Sacramento County Small Claims Court, a division of the Superior Court of Sacramento County, or in the Superior Court of Sacramento County. Client hereby waives its right to utilize any other venue for dispute resolution.

11. Assignment

Client may not assign this Agreement, or any interest herein or part hereof, by operation of law or otherwise, without the express written consent of TWG.

12. Severability

If any provision(s) of this Agreement are declared to be illegal, invalid, or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertaking of the parties hereto.

13. Counterparts

This Agreement may be executed in one or more counterparts, each one of which shall be deemed as original and all of which together shall constitute one and the same instrument.

14. Rates for Services

All work performed by TWG will be billed to Client on a time and materials basis based upon the rate of \$305 per hour.

15. Signature

The parties hereto agree to the terms, conditions, and provisions as provided above.

The Water Group
Water Law and Advocacy
A Professional Corporation

By: 
Name: Gwyn-Mohr Tully

North Yuba Water District

By: 
Name: Paul Nicholas Boylan

Date: 3/28/2023

Date: March 28, 2023



Sierra Muzzleloaders
Post Office Box 221
Forbestown, CA 95941

January 6, 2023

North Yuba Water District
Post Office Box 299
Brownsville, CA 95919

Dear North Yuba Water District,

I am writing on behalf of the Sierra Muzzleloaders (SML) regarding leasing property owned by the North Yuba Water District (NYWD) on New York Flat Road, near Forbestown. Our organization is an insured, non-profit, family-friendly living history club that focuses on teaching and learning about the history and lifeways of the people who made their lives in the western wilderness during the American fur trade era (approximately 1820-1840). For the past 20 years SML maintained a meeting area, campsites, and shooting range on Soper-Wheeler property until it was purchased by Sierra Pacific Industries. We are currently looking for a new home.

Regular activities of SML include monthly meetings on the first Sunday of each month to conduct club business. Some members like to camp out the Saturday night before the meeting. We normally hold a small muzzleloader target shoot for members in the morning just prior to the monthly meeting. No modern guns are allowed on the range, only replica era-appropriate muzzleloaders. These meeting weekends are also normally opportunities to conduct any site maintenance projects.

Twice a year, in May and October, SML hosts a Rendezvous, a 3-4 day-long camping event based on the traditional annual gathering between fur trappers and traders. The general public is invited to attend these events as we are an educational organization, and we often provide guests with camp gear and clothing to welcome them. Members of other muzzleloading clubs are also invited to attend. These events typically include camping in period-appropriate Fur Trade era camps, muzzleloader shooting competitions, hawk and knife throwing competitions, archery competitions, a cannon shoot, and traditional skills demonstrations and seminars. Again, no modern guns are allowed on the range, only replica era-appropriate muzzleloaders. All competition ranges are established and maintained by SML volunteers. The Rendezvous also included several vendors who sell period-appropriate trade goods and camp supplies.

Once a year in early spring SML also holds a smaller event, a week-long winter camp, for members. Vendors do not attend and competitions are not normally held at this event.

Because fire safety is extremely important to our membership, we have and maintain a small firetruck that is brought to our Rendezvous for fire suppression. We also have a large collection of 55-gallon water drums with buckets which are normally placed at multiple locations around our campsites and shooting range. SML has also invested in several backpack fire pumps to have at our smaller campouts. Members are encouraged to have their own backpack fire pumps at each camp as well. All fire restrictions are followed by our members.

Club members work hard to be good stewards of the land. Campsites are low-intensity use only, requiring minimal clearing to establish and maintain, and no permanent structures are established. The campsites typically include small tent areas and established campfire rings. The intent is to keep the setting as natural as possible. Some members choose to camp in trailers, and these are typically located in a general parking area away from the period-appropriate camps so as to not affect the ambiance of the camps. On Soper-Wheeler's property, we were permitted to erect a single-room lean-to log structure to host meetings, particularly in inclement weather. Trails, including the shooting range trail and targets, were well-maintained year-round. All work is done by SML volunteers normally using hand-held equipment unless a tractor is needed (e.g., for installing bridge crossings).

Unless potable water is available onsite, all camps are required to bring their own water for personal use. For restroom facilities, we have several options. SML owns two portable units which are transported via trailer. For Rendezvous, we can provide additional rented portable units. Ultimately, we would like to install and maintain small pit-toilets. On Soper-Wheeler's property, we had five two-stall sets of simple pit toilets that we installed and maintained.

SML would like to propose to lease and occupy NYWD's property to continue these activities. We a long-term lease, as we would not expect to be fully established within the first year; it normally takes several years to establish a camping area and shooting range. For more information on SML, our website is www.sierramuzzleloaders.com, though it is currently not maintained due to the absence of events due to fire danger and COVID closures. However, we also have and maintain a Facebook page to share general news with our membership.

If you would like any further details or information, please let me know.
Thank you very much for your consideration.

Sincerely,

Erin Hess, President
Sierra Muzzleloaders
pompeii9@yahoo.com
(916) 662-1558