



Paradise Irrigation District

6332 Clark Rd, Paradise, CA 95969 · 530-877-4971 · Fax: 530-876-0483 · www.pidwater.com

AGENDA

REGULAR MEETING PARADISE IRRIGATION DISTRICT BOARD OF DIRECTORS PID BOARD ROOM

6332 CLARK ROAD, PARADISE, CA 95969

WEDNESDAY, MARCH 20, 2024 – 5:30 PM

- ❖ *The Board of Directors is committed to making its meetings accessible to all citizens. Any person requiring a special accommodation to participate, is requested to contact the District Secretary at (530) 876-2039 at least 48 hours in advance of the meeting.*

- ❖ *The following options are available for members of the public interested in participating in the meeting remotely:*

Via Zoom Meeting: <https://us02web.zoom.us/j/88192841237>

Telephone: +1 669 900 6833 US (San Jose)

Meeting ID: 881 9284 1237

To improve participation during the meeting, we will be accepting public comments from Zoom Meeting participants during the meeting. The Board cannot take action on any matter not on the agenda. Public comments specific to an agenda item will be read directly after the agenda item and before the Board votes on an item.

Via Email or Telephone: Public comment will be accepted by email with the subject line PUBLIC COMMENT ITEM NO. ____ to gborrayo@paradiseirrigation.com or telephone (530) 876-2039 prior to 4:00 p.m. on the day of the meeting.

1. **OPENING:**

- a. Call to Order
- b. Public & Board Members; please silence your cell phones.
- c. Pledge of Allegiance
- d. Roll Call

2. **PUBLIC COMMENT:**

Individuals will be given an opportunity to address the Board regarding matters not scheduled on the agenda, although the Board cannot take action on any matter not on the agenda. Comments will be limited to 3 minutes per speaker. Opportunity for public comment on agenda items will be provided at the time they are discussed by the Board with comments limited to 3 minutes per agenda item.

3. **APPROVAL OF CONSENT CALENDAR:** *Action may be taken.*

- (Pg. 5-8) a. Approval of Meeting Agenda Order
- (Pg. 9-18) b. Approval of Minutes – Regular Meeting of February 21, 2024
- (Pg. 19-29) c. Approval of Expense Report – February 2024
- (Pg. 30-86) d. Approval of Water Service Facilities Agreement – Paradise Senior Associates
- (Pg. 87-89) e. Approval of Water Service Facilities Agreement – Mercy Housing California
- (Pg. 90-92) f. Approval of Public Utility Abandonment for 1300 Deodara Way, Paradise, CA, APN 053-300-016
- g. Approval of Revisions to Standard Drawings PID-02 and PID-07 in the PID Pipeline Installation Procedures & Specifications.
- (Pg. 93-104) h. Approval of Addendum No. 2 - Community Relations Consulting Services Agreement with Cedar Creek Communications
- (Pg. 105-108) i. Approval of Notice of Completion & Acceptance: Reservoir B Replacement Project
- (Pg. 109-112) j. Approval of Notice of Completion & Acceptance: Meter Installation & Service Lateral Phase 2 Project

4. TREASURER'S UPDATE:

(Pg. 113-121)

- a. **Treasurer's Report:** Review and acceptance of the Treasurer's Report for the period ending January 31, 2024. *Action may be taken.*
 1. [February Investment Summary](#) (Click link to view)

5. COMMITTEE REPORTS: *Information Item Only.*

Board oral report(s) regarding representation on Commissions/Committees/Conferences:

- a. **Finance Committee** (Directors Chris Rehmann and Bob Matthews – Chairperson):

(Pg. 122-124)

1. **Proposed Policy Amendment to PID Rules & Regulations, Chapter 13 – Budget, Audits, Accounting and Finance** (Mickey Rich, Assistant District Manager): Approval to adopt the proposed revisions to PID Rules & Regulations, Chapter 13. *Action may be taken.*

(Pg. 125-135)

2. **Long-Range Financial Forecast Model Proposal** (Tom Lando, District Manager): Approval of proposal from Baker Tilly to develop a long-range financial forecast model for the Paradise Irrigation District and authorize the District Manager to execute Agreement on behalf of PID. *Action may be taken.*

6. PID STAFF & CONSULTANT REPORT UPDATES: Verbal and written report updates from staff and consultants. *Informational Report Updates. Direction may be given.*

(Pg. 136-138)

- a. District Manager's Report

(Pg. 139-140)

- b. Customer Service Activity Report

(Pg. 141-146)

- c. Field Operations Staff Report

(Pg. 147)

- d. Water Treatment Plant Staff Report

(Pg. 148-151)

- e. Engineering Report

(Pg. 152-158)

- f. Water Supply Recovery Program Update: Progress update provided by Water Works Engineers
- g. Post Fire Disaster Public Assistance & Recovery Management Services Update: Progress update by Aptim Environmental & Infrastructure.

7. UNFINISHED BUSINESS: (Continued from January 17, 2024 Board of Directors Meeting)

(Pg. 159-170)

- a. **Amendment to PID Policy - Customer Assistance Program** (Mickey Rich, Assistant District Manager): Authorize acceptance of the proposed amendments to PID's Rules and Regulations, Chapter 7.10, Customer Assistance Program, effective March 1, 2024. *Action may be taken.*

8. NEW BUSINESS:

(Pg. 171-172)

- a. **Asphalt and Concrete Patch Paving and Repair – Contract Authorization** (Bill Taylor, Assistant Engineer): Authorize the District Manager to enter into an Agreement with Santos Excavating, Inc. for the Asphalt & Concrete Patch Paving and Repair Project through April 2025 for the cost as outlined in the bid summary. *Action may be taken.*

(Pg. 173-178)

- b. **PID Properties – Clark Road House and Commercial Building** (Bill Taylor, Assistant Engineer): Discussion and review of information regarding District properties to provide direction on how the Board of Directors would like to proceed on each property. *Action may be taken.*

- c. **Scheduling Special Board of Director Meetings** (Tom Lando, District Manager):

1. PID Budget Workshop Meeting: Consider setting a special meeting date and time to hold a budget workshop for fiscal year 2024-2025. *Action may be taken.*

2. June 2024 Board of Directors Meeting Time: Discussion regarding the June 17, 2024 Board of Directors Meeting to confirm if the Board of Directors would like to keep the current meeting time of 8:00 a.m. or reschedule to 5:30 p.m. to coincide with the recent amendment to the regular monthly meeting time adopted in February. *Action may be taken.*

3. Consider scheduling a meeting to discuss labor negotiations. *Action may be taken.*

(Pg. 179-196)

- d. **PID Infrastructure Damage Policy** (Mickey Rich, Assistant District Manager): Adopt the proposed addition to PID's Rules and Regulations, Chapter 6.15 Infrastructure Damage Policy. *Action may be taken.*

9. **DIRECTORS' COMMENTS:** *Information Item Only.*

10. **ADJOURNMENT**

CONSENT CALENDAR
REGULAR MEETING
PARADISE IRRIGATION DISTRICT
BOARD OF DIRECTORS

WEDNESDAY, MARCH 20, 2024 – 5:30 PM

- A. APPROVAL OF MEETING AGENDA ORDER
- B. APPROVAL OF MINUTES – REGULAR MEETING OF FEBRUARY 21, 2024
Action Requested: Approve Minutes for the regularly scheduled meeting of the Board of Directors on February 21, 2024.
- C. APPROVAL OF EXPENSE REPORT FOR FEBRUARY 2024
Action Requested: Approve payments consisting of check numbers 58147 to 58159 in the amount of \$2,371,342.17, and electronic payments of \$329,269.82 by EFT for the month of February 2024 for total payments of \$2,700,611.99, and authorization of a similar amount allowing or adjusting for extraordinary budget or Board approved items during the month of March 2024.
- D. APPROVAL OF DEVELOPER AGREEMENT – NORTHWIND SENIOR APARTMENTS – 6983 PENTZ RD, PARADISE, CA; APN 050-082-023: **Action Requested:** Approve Water Service Facilities Agreement with Paradise Senior Associates, a California Limited Partnership, and authorize the District Manager to execute the Agreement on behalf of the District.
- E. APPROVAL OF DEVELOPER AGREEMENT – 1620 CYPRESS LANE, PARADISE, CA
APN: 050-140-155. **Action Requested:** Approve Water Service Facilities Agreement with Mercy Housing California 113, L.P., A California Limited Partnership, and authorize the District Manager to execute the Agreement on behalf of the District in reference to a new pipeline at 1620 Cypress Lane for Cypress Housing.
- F. APPROVAL OF PUBLIC UTILITY ABANDONMENT – 1300 DEODARA LANE, PARADISE, CALIFORNIA, APN: 053-300-016
Action Requested: Authorize approval to issue a “Letter of No Objection” from Paradise Irrigation District in reference to abandonment of the 12’ wide public utility easement across the southern property line for 1300 Deodara Way, Paradise, California, APN: 053-300-016, Book 22, pages 38-39.
- G. APPROVAL OF REVISIONS TO PID STANDARD DRAWINGS:
Action Requested: Approve updates to PID standards PID-02 and PID-07 in the Paradise Irrigation District Pipeline Installation Procedures and Specifications.
- H. APPROVAL OF CONTRACT ADDENDUM NO. 2 WITH CEDAR CREEK COMMUNICATIONS INCREASING HOURLY RATE:
Action Requested: Approve Addendum No. 2 to Agreement with Cedar Creek Communications dated September 30, 2013 regarding community relations consulting services for the District and authorize the District Manager to execute the Addendum to Agreement.
- I. APPROVAL OF NOTICE OF COMPLETION & ACCEPTANCE – RESERVOIR B REPLACEMENT PROJECT:
Action Requested: Authorize the District Manager to release the \$412,339.08 retention in 45 days to Myers & Sons Construction and file the project’s Notice of Completion and Acceptance with the office of the Butte County Clerk-Recorder. The retention amount of \$30,000.00 to be released upon final completion of SCADA work.
- J. APPROVAL OF NOTICE OF COMPLETION & ACCEPTANCE – METER INSTALLATION AND SERVICE LATERAL PHASE 2 PROJECT:
Action Requested: Authorize the District Manager to release the \$751,181.30 retention and parts in 45 days to RCI General Engineering and file the project’s Notice of Completion and Acceptance with the office of the Butte County Clerk Recorder. Also authorize the District Manager to pay a not to exceed amount of \$136,913.65 for the remaining parts on hand.

Renee M Moor and Benjamin Moore

5075 Eden Road
Paradise, CA 95969

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



February 17, 2024

Board of Directors
Paradise Irrigation District
Clark Road
Paradise, CA 95969

Dear Board of Directors,

My son Benjamin and I are Camp Fire Survivors. Our story and are scars are not much different from the many lives that have been affected by the Camp Fire.

For the last six years, we have done what many have done. Simply survived with our struggles and hopes and dreams. I am a 65 year old disabled woman and my son has helped me get through all of the challenges that we have faced since the fire. We lost our home, as so many have and have worked hard to overcome the disaster that claimed our way of life and our dreams for a beautiful life in the town we love.

Two years ago, we began working with Recover CA and have been awarded a manufactured home to be placed on our land on Eden Road. With the help of RecoverCA, the Town of Paradise, The Camp Fire Collaborative, and Northern California Catholic Services, we have slowly moved toward our dream of owning a home again and staying in Paradise.

Our home should be completed this Spring. Construction on the land has started. And we have come up with a challenge that we hope you can assist us with.

On or about February 12, 2024, we discovered a main water line that has been on our property since before Paradise Irrigation District even existed. All surveys of the land were completed and there was no mention or knowledge by the Town of Paradise or surveyors of a main water line that supposedly feeds several properties around us. An

easement was potentially detected but no known water main was indicated. No one could have possibly known this existed prior to us purchasing our land. The main was, it seems, put in many years ago before the area was developed as it is today.

The water main goes though the majority of our property. Almost cutting in half of the .85 acre property. We had plans in the future of building on the land that we hope to have in our family for years and years to come. This water main prevents us from attaining those goals.

We spoke to the Town of Paradise and they recommended that we ask you to add our property and this water main to your list of projects that you currently have. It is not currently on the list. Obviously, we are not in a financial situation to take on the financial burden of incurring the cost it would take to make the adjustments (even brief adjustments) to this issue. So, therefore, we come to you for help.

We are in no hurry to have an adjustment to the area affected by this water line. And in fact, we have no objections to having this water line on our property. We are, however, asking to have the line re-routed a bit to allow us to build on our property in the future. We realize the extensive work your company is undergoing to improve the Town and the water service to our neighbors and citizens. Once again, we are asking for a review of the situation and help from you for a solution to our problem for future additions to our property which is zoned for ADU's, horses etc. Which is why we bought this particular property.

I have attached the original survey for our property for your review, as well.

Thank you , in advance for considering a solution to this problem

Sincerely,

Renee M Moore



Sincerely,



Your Name



Town of Paradise

Development Services

5555 Skyway Paradise CA 95969
(530) 872-6291 Fax (530) 877-5059
www.townofparadise.com

LAND SURVEYOR'S CERTIFICATION FOR BUILDING PERMIT

Permit Number: _____

Site Address: _____

Site APN: _____

Record Map Reference (if any): _____

Book _____ Page _____ of Maps _____

Lot/Parcel Number as shown on said Map: Doc #2022-0038812

Surveyor's Statement

I hereby state that a field survey was performed by me on the real property described above, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act, Business and Professions Code §§ 8700 - 8805.

I also hereby state:

- ☐ That the monuments, as shown on the above referenced Record Map, have been found, verified as to their location and exposed for inspection as of the date of this statement, and are shown on the attached Exhibit.

And/or

- ☒ That missing property corner monuments have been set, or reset, as shown on the attached Exhibit and the appropriate Corner Record or Record of Survey will be filed with the County of Butte.

This certification and the attached exhibit are for the sole purpose of the property corner identification of this parcel only and are not intended for public distribution or any use other than building permit clearance for the real property described above.

By: _____

JOSEPH F. DOMINICK, III
(print name and license number)

Date: _____

4/4/23

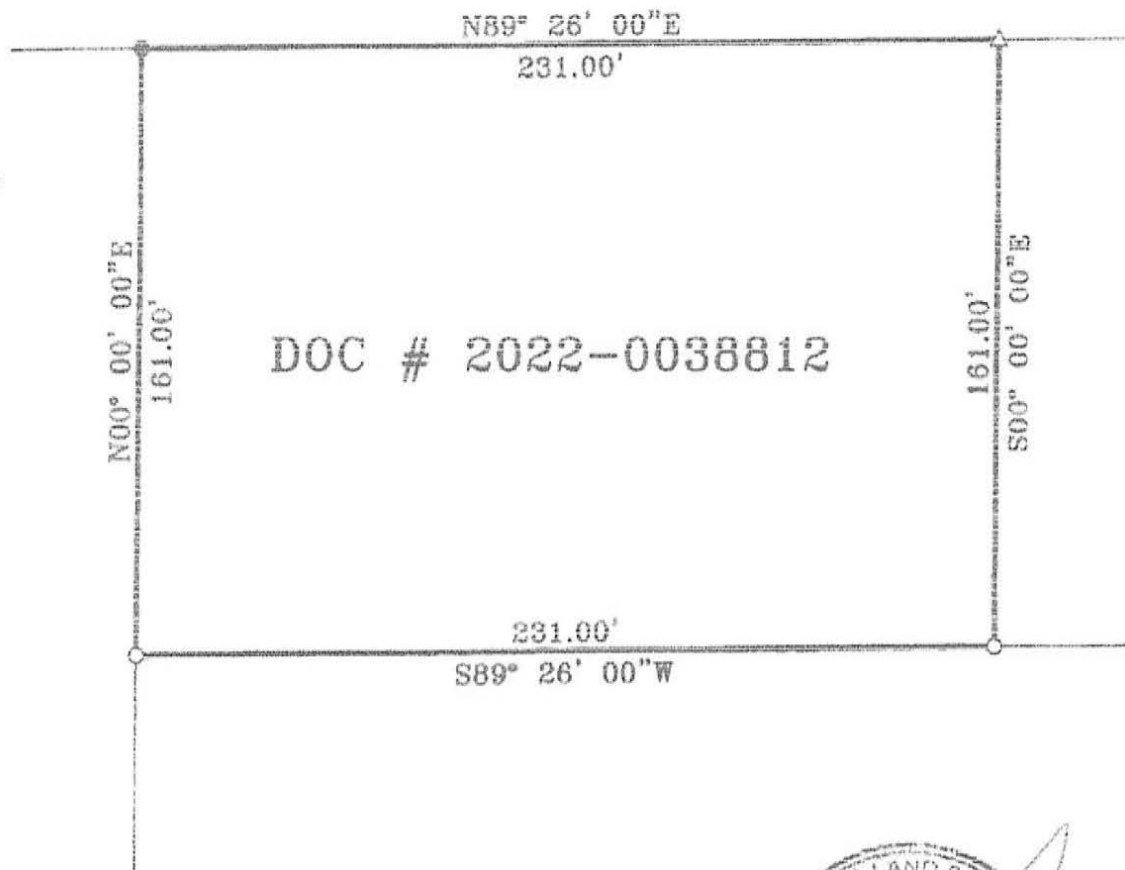
Company Name: _____

DOMINICK'S
406 Pine Street
PO Box 1216
Red Bluff, CA 96080



(scal)

Attachment



* RECORD OF SURVEY PENDING

RENEE MOORE
5075 EDEN RD
APN 055-170-020-000

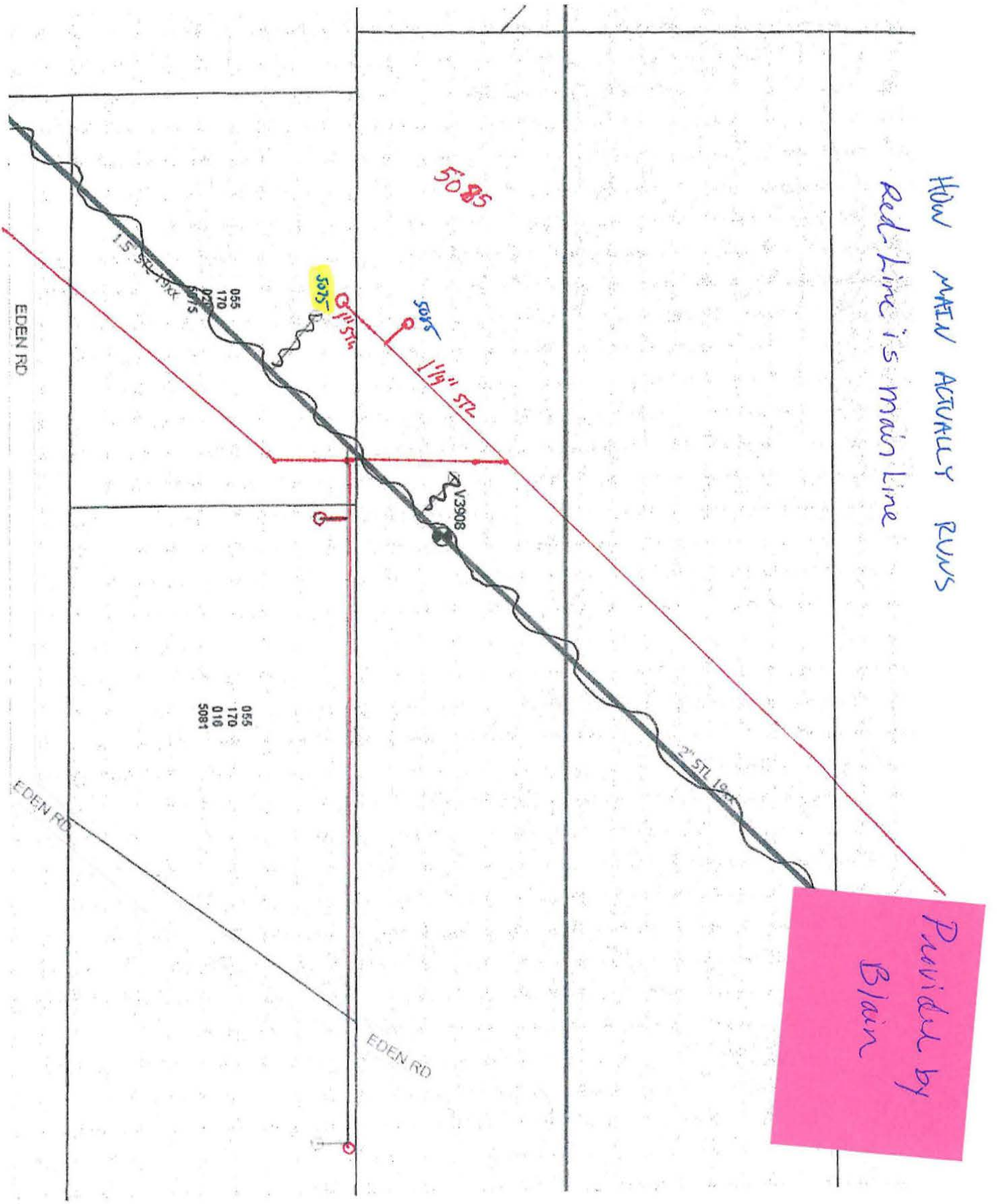


LEGEND

- FOUND MONUMENT
PER 203 MAPS 44
- FOUND MONUMENT
NOT OF RECORD
- △ MONUMENT TO BE SET

DOMINICK'S
CIVIL ENGINEERING AND SURVEYING
P.O. BOX 1216
RED BLUFF, CA. 96080
530-529-3560
NOVEMBER 2022

How MAIN ACTUALLY RUNS
Red line is main line



MINUTES

REGULAR MEETING
BOARD OF DIRECTORS
PARADISE IRRIGATION DISTRICT
FEBRUARY 21, 2024

The regular meeting of the Board of Directors of the Paradise Irrigation District (PID) was called to order at 5:30 p.m. by President Bob Matthews followed by the Pledge of Allegiance to the Flag of the United States of America.

OPENING

BOARD MEMBERS PRESENT: Directors Patricia Guillory, Elliott Prest, Chris Rehmann, and President Bob Matthews

ROLL CALL

BOARD MEMBERS ABSENT: Vice President Shelby Boston

STAFF PRESENT: District Manager Tom Lando, Assistant District Manager Mickey Rich, Finance Manager/Treasurer Brett Goodlin, Engineer Blaine Allen, Administrative Assistant Sarah Fenton, and Secretary Georgeanna Borrayo

ALSO PRESENT: Consultants Sami Kader and Joe Reiss with Water Works Engineers, and Nicole Maddox and Brandon Kanatani with Aptim Environmental & Infrastructure, and members of the public

Kris Nikolauson, Owner/Manager of Loch Lomond Glen Park located in Magalia, commented on his email request dated January 8, 2024, seeking consideration to receive column rocks from the Reservoir B location and to potentially divert excess water to restore the pond and flow to the creek at the park.

PUBLIC COMMENT
(Item 2)

John Stonebraker with the Upper Ridge Community Council commented on the Hendrix Canal as a possibility in reference to Mr. Nikolauson's inquiry and acknowledged Assistant District Manager Mickey Rich for recognizing the upper ridge as a stakeholder for the Magalia Dam.

District Manager Tom Lando announced closed session agenda item 10.a., Public Employee Discipline/Dismissal/Release, will be removed and there will be no closed session discussion.

CLOSED SESSION
ITEM 10.a.
REMOVED

Board Members reviewed Consent Calendar items as follows:

APPROVAL OF
CONSENT
CALENDAR
(Item 3.a. to 3.i.)

- 3.a. Approval of Meeting Agenda Order
- 3.b. Approval of Minutes – Regular Meeting of January 17, 2024
- 3.c. Approval of Minutes – Special Meeting of January 30, 2024
- 3.d. Approval of Expense Report – January 2024
- 3.e. Approval of Proposal from Tesla to Install a New Generator Controller at the Treatment Plant
- 3.f. Approval of CEQA Finding for Equalizer Tank Replacement Project
- 3.g. Approval of Board Member Attendance – 2024 ACWA Spring Conference
- 3.h. Approval of Board Member Attendance – California Special District Leadership Academy Conference
- 3.i. Approval of Proposal from GENTERRA Consultants, Inc. for Engineering Services related to the Gabion Wall Construction at Magalia Dam

CONTINUED –
CONSENT
CALENDAR
APPROVED

It was moved by Director Rehmann and seconded by Director Guillory to approve the Consent Calendar as presented.

AYES: Directors Guillory, Prest, Rehmann, and President Matthews
NOES: None
ABSENT: Director Boston

Motion passes 4-0

FINANCE
COMMITTEE
REPORT- FY 2023-
2024 MID-YEAR
BUDGET UPDATE
(Item 4.a.)

Director Bob Matthews reported the Finance Committee held a workshop on February 13, 2024 to review the 2023-2024 Mid-Year Budget in preparation for the February 21 Board of Directors meeting. Committee members discussed monthly reporting and developing a report that is presented in the same format each month that is easy for everyone to view. Director Rehmann requested providing a bi-monthly graph showing active and metered customers.

It was moved by Director Guillory and seconded by Director Prest to approve the recommended budget adjustments for the Fiscal Year 2023-2024 budget as presented.

AYES: Directors Guillory, Prest, Rehmann, and President Matthews
NOES: None
ABSENT: Director Boston

Motion passes 4-0

ACCEPTANCE OF
TREASURER'S
REPORT FOR
PERIOD ENDING
JAN. 31, 2024
(Item 4.b.)

Board members reviewed a written Treasurer's Report prepared by Finance & Accounting Manager Brett Goodlin for the period ending January 31, 2024, highlighting the District's cash position, debt service analysis, operational overview, investment income, and grant income and reimbursements.

It was moved by Director Rehmann and seconded by Director Guillory to accept the Treasurer's Report as presented for the period ending January 31, 2024.

AYES: Directors Guillory, Prest, Rehmann, and President Matthews
NOES: None
ABSENT: Director Boston

Motion passes 4-0

COMMITTEE
REPORTS
(Item 5.a.)

Community Relations Committee: Directors Prest and Guillory reported meeting on February 13, 2024. Discussion included a community relations and outreach update from Cedar Creek Communications, staff update on the electronic sign for PID's Clark Road location, and information regarding the PID Demonstration Garden (recent weeding performed, necessary fence repairs when weather permits, checking the water system in preparation of spring, and donating the fruit from the trees).

PID STAFF &
CONSULTANT
REPORT UPDATES
(Item 6.a. – 6.g.)

Board members reviewed written staff and consultant reports presented in the agenda packet. Discussion included: 1) Final close-out tasks in progress for the Reservoir B Replacement Project; 2) Work has been delayed on the Meter Installation & Service Lateral (MISLR) Phase 3 Project due to the rainy season. The District is looking into having RCI add an additional crew to stay ahead of the Town's paving project; 3) Water Supply Recovery Program Update from Water Works Engineers; and 4) Post Fire Disaster Public Assistance & Recovery Management Services Update from Aptim Environmental & Infrastructure.

Unfinished Business: District Manager Tom Lando suggested tabling Agenda item 7.a, Amendment to PID Policy - Customer Assistance Program, until the March 20, 2024 Board of Directors meeting for discussion with the full Board. Board members agreed unanimously to table discussion.

PROPOSED
AMENDMENT TO
CUSTOMER
ASSISTANCE
PROGRAM (CAP)
(Item 7.a. Tabled)

During the regular meeting of the Board of Directors on January 17, 2024, direction was given to staff to prepare the necessary documents to present an amendment to revise the regular meeting schedule. Currently, the scheduled monthly meeting during the months of June and December are held during daytime hours at 8:30 a.m. and the time of all other regular meetings of the Board are conducted at 5:30 p.m.

NEW BUSINESS:

MEETINGS OF THE
BOARD OF
DIRECTORS –
AMENDMENT TO
REGULAR
MEETING
SCHEDULE
ADOPTED
(Item 8.a.)

It was moved by Director Prest and seconded by Director Rehmann to adopt Resolution No. 2024-02 and proposed revisions to the Paradise Irrigation District Policy and Procedures Manual, Chapter 4 – Meetings, to amend the meeting time of all regular meetings of the Board of Directors to 5:30 p.m.

AYES: Directors Guillory, Prest, Rehmann, and President Matthews
NOES: None
ABSENT: Director Boston

Motion passes 4-0

Director Rehmann reported the Director of Community Relations for the Sites Reservoir Project can arrange a tour for PID. The tour usually takes about three hours to provide a brief overview and drive to some of the project's facilities. The Board Secretary will send a note to the Board of Directors to poll their availability and interest.

SITES RESERVOIR
PROJECT
(item 8.b.)

President Matthews announced changes to compensation for the Assistant District Manager are recommended for consideration as follows: "Approval of the Third Amendment to Employment Agreement with Mickey Reich is recommended to provide that effective May 1, 2024, District agrees to pay Employee \$126,500.00 in salary per year for her services, payable in installments at the same time as the other employees of the District are paid and subject to customary withholdings; and effective May 1, 2025, \$129,662.50 in salary per year and effective May 1, 2026, \$132,904.06 in salary per year. However, subject to subdivision (e), if the recommended salary in the commissioned compensation study is less than \$129,662.50, no salary increase will be given in 2025 and 2026 without an amendment to this agreement."

AMENDMENT TO
ASSISTANT
DISTRICT
MANAGER'S
EMPLOYMENT
AGREEMENT
(Item 8.c.)

Following an opportunity for public comment, it was moved by Director Prest and seconded by Director Guillory to approve the Third Amendment to Employment Agreement with Mickey Rich effective May 1, 2024. Directors' votes were polled as follows by roll call:

AYES: Directors Guillory, Prest, Rehmann, and President Matthews
NOES: None
ABSENT: Director Boston

Motion passes 4-0

President Matthews announced changes to compensation for the District Manager are recommended for consideration as follows: "Approval of the Second Amendment to Employment Agreement with Tom Lando is recommended to provide that effective February 24, 2024, District agrees to pay Employee \$185,000 in salary per year for his

AMENDMENT TO
DISTRICT
MANAGER'S
EMPLOYMENT
AGREEMENT

ITEM 8.d.
CONTINUED:
DISTRICT
MANAGER'S
EMPLOYMENT
AGREEMENT

services, payable in installments at the same time as the other employees of the District are paid and subject to customary withholdings.”

President Matthews invited public comment; no comments were received. It was moved by Director Rehmann and seconded by Director Guillory to approve the Second Amendment to Employment Agreement with Tom Lando effective February 24, 2024. Directors' votes were polled as follows by roll call:

AYES: Directors Guillory, Prest, Rehmann, and President Matthews

NOES: None

ABSENT: Director Boston

Motion passes 4-0

DIRECTORS'
COMMENTS
(Item 9)

There were no Board of Director comments.

CLOSED SESSION
ITEM 10.a.
REMOVED FROM
AGENDA

Closed session agenda item removed from agenda as announced by District Manager Tom Lando at the beginning of the meeting.

ADJOURNMENT

There being no further business, it was moved by President Matthews to adjourn the meeting. The regular meeting of the PID Board of Directors was adjourned at 6:22 p.m.

Georgeanna Borrayo, Secretary

Robert Matthews, President

PARADISE IRRIGATION DISTRICT

Expense Approval Report

Percentage of Total Payments* by Account

February 1 - 29, 2024

*Displaying accounts greater than 1.00%

Account Number	Account Name	Payments	% of Total
01-70-601099	Recovery & Capital Rebuilding <i>Note: 2 months of MISLR3 & Zone A</i>	2,295,287.14	84.99%
01-60-622001	EQUIPMENT PURCH > \$2,500 <i>Note: down payment on LED sign</i>	49,850.02	1.85%
01-60-635099	Miscellaneous Prof. Services <i>Note: for comp. study & district engineering</i>	45,289.35	1.68%
01-210030	FICA	43,049.22	1.59%
01-210045	Retirement	40,036.36	1.48%
01-122040	Pre-Paid Insurance - Medical	36,977.85	1.37%
01-120000	Pre-Paid Expenses <i>Note: Water system annual fee (to state)</i>	31,029.92 31,029.92	1.15% 1.15%
	Remainder	\$574,014.21	21.25%
Grand Total		\$2,700,611.99	

PARADISE IRRIGATION DISTRICT

Expense Approval Report

Percentage of Total Payments* by Vendor

February 1 - 29, 2024

*Displaying accounts greater than 1%

Vendor	Payments	% of Total
RCI General Engineering	1,438,399.88	53.26%
T&S Construction Co., Inc	742,122.90	27.48%
Internal Revenue Service	69,356.49	2.57%
ACWA/JPIA	53,787.52	1.99%
Visual Impact Signs	49,850.02	1.85%
Pacific Gas & Electric Company	42,425.51	1.57%
T&S Construction Co., Inc - Umpqua Bank	39,059.10	1.45%
ICMA Retirement Trust-457	33,722.84	1.25%
SWRCB	29,819.92	1.10%
Pace Supply	27,272.05	1.01%
	Remainder	\$174,795.76 6.47%
Grand Total	\$2,700,611.99	



Paradise Irrigation District

Expense Approval Report By Vendor Name

Payment Dates 2/1/2024 - 2/29/2024

Payment Date	Payment Number	Payable Number	Description (Item)	Amount
Vendor: 01021 - ACWA/JPIA				
02/08/2024	58147	2023-Q4 WC	2023-Q4 Worker's Comp Invoi...	18,679.09
02/08/2024	58147	2023-Q4 WC	2023-Q4 Worker's Comp Invoi...	-726.93
02/08/2024	58147	2023-Q4 WC	2023-Q4 Worker's Comp Invoi...	-877.99
02/08/2024	58147	2023-Q4 WC	2023-Q4 Worker's Comp Invoi...	-147.81
02/08/2024	58147	2023-Q4 WC	2023-Q4 Worker's Comp Invoi...	-293.85
02/22/2024	58156	0701955	Life	523.17
02/22/2024	58156	0701955	Health	33,594.46
02/22/2024	58156	0701955	EAP	96.72
02/22/2024	58156	0701955	Dental	2,314.15
02/22/2024	58156	0701955	Vision	626.51
Vendor 01021 - ACWA/JPIA Total:				53,787.52
Vendor: 01023 - ACWA				
02/05/2024	DFT0007266	528	Conference	490.00
Vendor 01023 - ACWA Total:				490.00
Vendor: 02957 - Aflac				
02/02/2024	DFT0007153	INV0007213	Montly Invoices	305.58
02/16/2024	DFT0007212	INV0007228	Montly Invoices	305.58
02/27/2024	DFT0007255	INV0007251	Montly Invoices	26.76
Vendor 02957 - Aflac Total:				637.92
Vendor: 03066 - Airgas USA, LLC				
02/02/2024	DFT0007195	5505038688	Welding Supplies	801.00
02/20/2024	DFT0007233	9146136257	Rental	48.90
02/20/2024	DFT0007234	5505748684	Rental	739.80
Vendor 03066 - Airgas USA, LLC Total:				1,589.70
Vendor: 03211 - Amazon.com				
02/05/2024	DFT0007285	113-4464240-2496213	Office supplies	24.57
02/01/2024	DFT0007276	113-7604922-8173002	Supplies	60.87
02/05/2024	DFT0007227	114-5324473-4903418	Office supplies	313.68
02/06/2024	DFT0007275	111-6564423-2084220	Office Supplies	310.60
02/06/2024	DFT0007277	113-1548151-1687461	Supplies	102.22
02/07/2024	DFT0007229	113-9878514-7484257	Supplies	56.70
02/08/2024	DFT0007280	111-0773376-4623433	Supplies	108.27
02/08/2024	DFT0007280	111-0773376-4623433	Supplies	108.27
02/08/2024	DFT0007281	111-8919456-4604228	Supplies	179.90
02/08/2024	DFT0007282	114-1082855-4343423	Supplies	140.11
02/14/2024	DFT0007230	112-9710380-2181015	Office Supplies	61.04
02/20/2024	DFT0007278	113-4222472-4345063	Supplies	342.89
02/21/2024	DFT0007284	113-4131910-1822662	Supplies	35.73
02/21/2024	DFT0007279	113-5803221-4469054	Supplies	161.05
02/26/2024	DFT0007311	113-0254608-4465859	Supplies	85.91
02/27/2024	DFT0007290	112-9042373-2385851	Office supplies	7.24
02/28/2024	DFT0007310	113-6902098-2549032	Supplies	97.02
02/29/2024	DFT0007309	113-9835895-0973042	Supplies	89.85
Vendor 03211 - Amazon.com Total:				2,285.92
Vendor: 01068 - Aramark Uniform Services				
02/20/2024	DFT0007242	5066476663	Uniforms	7.75
02/20/2024	DFT0007242	5066476663	Uniforms	214.35
02/20/2024	DFT0007242	5066476664	Uniforms	147.85
02/20/2024	DFT0007242	5066482604	Uniforms	11.93
02/20/2024	DFT0007242	5066482604	Uniforms	204.46
02/20/2024	DFT0007242	5066482604	Uniforms	4.18
02/20/2024	DFT0007239	5066482605	Uniforms	147.85

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02/20/2024	DFT0007242	5066488035	Uniforms	11.93
02/20/2024	DFT0007242	5066488035	Uniforms	204.46
02/20/2024	DFT0007242	5066488035	Uniforms	4.18
02/20/2024	DFT0007239	5066488036	Uniforms	147.85
02/20/2024	DFT0007242	5066493532	Uniforms	11.93
02/20/2024	DFT0007242	5066493532	Uniforms	205.14
02/20/2024	DFT0007242	5066493532	Uniforms	4.18
02/20/2024	DFT0007241	5066493533	Uniforms	147.85
02/20/2024	DFT0007239	5066498951	Uniforms	373.13
02/20/2024	DFT0007242	5066498952	Uniforms	147.85
Vendor 01068 - Aramark Uniform Services Total:				1,996.87
Vendor: 01082 - AT&T				
02/21/2024	APA001470	21127785	Office telephone	761.97
Vendor 01082 - AT&T Total:				761.97
Vendor: 03095 - Awards Company				
02/01/2024	DFT0007274	24926	Supplies	14.07
Vendor 03095 - Awards Company Total:				14.07
Vendor: 01942 - Butte Co - Neal Rd Landfill				
02/21/2024	APA001471	21797	Landfill Fee	114.12
02/28/2024	APA001491	21876	Landfill fee	22.63
Vendor 01942 - Butte Co - Neal Rd Landfill Total:				136.75
Vendor: 01222 - Buttes Pipe				
02/21/2024	APA001472	S013549943.001	faucets	291.38
Vendor 01222 - Buttes Pipe Total:				291.38
Vendor: 03332 - California Service Tool				
02/28/2024	APA001492	S5744899.001	socket adapter set	13.82
02/28/2024	APA001492	S5744899.001	threader set	910.24
02/28/2024	APA001492	S5744899.001	milwaukee impact driver	160.92
02/28/2024	APA001492	S5744899.001	milwaukee battery 2-pack	193.32
Vendor 03332 - California Service Tool Total:				1,278.30
Vendor: 01240 - California Special Districts Association				
02/28/2024	APA001493	120547	Board Leadership Conference	1,210.00
Vendor 01240 - California Special Districts Association Total:				1,210.00
Vendor: 01247 - Capra, Laura				
02/21/2024	DFT0007243	2024-02	Medical reimbursement	174.70
Vendor 01247 - Capra, Laura Total:				174.70
Vendor: 01266 - Cedar Creek Publishing				
02/28/2024	APA001494	240203_P2	Community Relations	3,539.25
Vendor 01266 - Cedar Creek Publishing Total:				3,539.25
Vendor: 03194 - Cintas Corporation				
02/20/2024	DFT0007232	5192540736	First Aid Supplies	143.15
02/20/2024	DFT0007232	5192540739	First Aid Supplies	23.56
02/20/2024	DFT0007232	5192540763	First Aid Supplies	530.38
Vendor 03194 - Cintas Corporation Total:				697.09
Vendor: 01320 - Comcast				
02/15/2024	DFT0007137	2024-01	WTP TV	101.62
02/15/2024	DFT0007137	2024-01	WTP Internet	150.62
02/15/2024	DFT0007137	2024-01	Shop TV	91.16
02/20/2024	DFT0007235	192508830	Office Internet	851.42
Vendor 01320 - Comcast Total:				1,194.82
Vendor: 01353 - Cooperative Personnel Services				
02/21/2024	APA001473	0012182	Comp Study	22,134.00
Vendor 01353 - Cooperative Personnel Services Total:				22,134.00
Vendor: 01474 - Eagles Security Systems				
02/02/2024	DFT0007196	1444747	Building security	166.95

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02/02/2024	DFT0007196	1444748	Building security	469.20
Vendor 01474 - Eagles Security Systems Total:				636.15
Vendor: 02888 - Elecsys International Corporation				
02/21/2024	APA001474	SIP-E190116	Cathodic monitoring	10.00
Vendor 02888 - Elecsys International Corporation Total:				10.00
Vendor: 01496 - Employee Relations				
02/28/2024	APA001495	96459	Pre-employment	87.57
Vendor 01496 - Employee Relations Total:				87.57
Vendor: 01480 - Employment Development Dept.				
02/05/2024	DFT0007160	INV0007222	State Income Tax Withholding	5,164.86
02/05/2024	DFT0007163	INV0007225	State Disability Withholding	1,585.04
02/19/2024	DFT0007219	INV0007237	State Income Tax Withholding	5,118.45
02/19/2024	DFT0007222	INV0007240	State Disability Withholding	1,506.00
02/26/2024	DFT0007250	INV0007246	State Income Tax Withholding	3.35
02/26/2024	DFT0007253	INV0007249	State Disability Withholding	1.03
Vendor 01480 - Employment Development Dept. Total:				13,378.73
Vendor: 01501 - Enloe Medical Center				
02/20/2024	DFT0007238	52859652	Pre-employment	298.00
Vendor 01501 - Enloe Medical Center Total:				298.00
Vendor: 03041 - Fechter & Company, CPA's				
02/02/2024	APA001460	2682	Financial audit report	1,500.00
Vendor 03041 - Fechter & Company, CPA's Total:				1,500.00
Vendor: 01528 - FGL Environmental				
02/02/2024	APA001461	470021A	Water quality sampling	67.00
02/02/2024	APA001461	470034A	Water quality sampling	109.00
02/21/2024	APA001475	390896A	Water quality sampling	248.00
02/21/2024	APA001475	470226A	Water quality sampling	31.00
02/21/2024	APA001475	470350A	Water quality sampling	31.00
02/21/2024	APA001475	470247A	Water quality sampling	109.00
02/21/2024	APA001475	470149A	Water quality sampling	34.00
02/21/2024	APA001475	470150A	Water quality sampling	320.00
02/21/2024	APA001475	470454A	Water quality sampling	109.00
02/21/2024	APA001475	470460A	Water quality sampling	31.00
02/21/2024	APA001475	470461A	Water quality sampling	31.00
02/21/2024	APA001475	470462A	Water quality sampling	31.00
02/28/2024	APA001496	470583A	Water quality sampling	109.00
02/28/2024	APA001496	470765A	Water quality sampling	109.00
Vendor 01528 - FGL Environmental Total:				1,369.00
Vendor: 02945 - Fiserv Solutions, LLC				
02/21/2024	APA001476	90352078	Bank Charges	9.73
Vendor 02945 - Fiserv Solutions, LLC Total:				9.73
Vendor: 01548 - Foothill Mill & Lumber Co.				
02/28/2024	APA001497	1162175	Supplies	59.16
Vendor 01548 - Foothill Mill & Lumber Co. Total:				59.16
Vendor: 03345 - Four Seasons Roofing				
02/28/2024	APA001498	30280	Office Building Repairs	5,097.00
Vendor 03345 - Four Seasons Roofing Total:				5,097.00
Vendor: 01587 - Genterra Consultants, Inc.				
02/28/2024	APA001499	25531	Magalia Dam	692.50
Vendor 01587 - Genterra Consultants, Inc. Total:				692.50
Vendor: 03328 - Google				
02/29/2024	DFT0007308	SOP.3377-2417-2911-80861..2	Software	1.99
Vendor 03328 - Google Total:				1.99
Vendor: 01648 - Harper & Associates Engineering, Inc.				
02/28/2024	APA001500	ENG-8400	Engineering services	3,200.00
Vendor 01648 - Harper & Associates Engineering, Inc. Total:				3,200.00

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Vendor: 01690 - Highfield Mfg. Co.				
02/28/2024	APA001501	95758092	lockseal	619.88
02/28/2024	APA001501	95758092	reg. stud	237.05
02/28/2024	APA001501	95758092	lockseal key	62.32
02/28/2024	APA001501	95758092	long stud	299.55
Vendor 01690 - Highfield Mfg. Co. Total:				1,218.80
Vendor: 03301 - Hotel				
02/01/2024	DFT0007283	77736275	CCCS Training	964.41
02/29/2024	DFT0007313	58642	Training	376.43
Vendor 03301 - Hotel Total:				1,340.84
Vendor: 01702 - Hudson's Appliance				
02/06/2024	DFT0007231	21128A	Building Maintenance	109.00
Vendor 01702 - Hudson's Appliance Total:				109.00
Vendor: 01705 - Hunt & Sons, Inc.				
02/02/2024	APA001462	819815	304gals. clear diesel	1,381.00
02/21/2024	APA001477	824926	97gals. unleaded gasoline	401.80
02/21/2024	APA001477	832838	196gals. unleaded gasoline	765.60
Vendor 01705 - Hunt & Sons, Inc. Total:				2,548.40
Vendor: 01713 - I.B.E.W. Local Union 1245				
02/02/2024	APA001463	INV0007220	Union Dues	946.66
02/02/2024	APA001463	INV0007220	Union Dues	-42.00
02/21/2024	APA001478	INV0007235	Union Dues	-42.00
02/21/2024	APA001478	INV0007235	Union Dues	946.66
02/28/2024	APA001502	INV0007256	Union Dues	-2.00
02/28/2024	APA001502	INV0007256	Union Dues	54.65
Vendor 01713 - I.B.E.W. Local Union 1245 Total:				1,861.97
Vendor: 01716 - ICMA Retirement Trust-401				
02/02/2024	DFT0007155	INV0007215	Retirement - 401(a) Match	3,038.40
02/16/2024	DFT0007214	INV0007230	Retirement - 401(a) Match	2,986.11
02/23/2024	DFT0007246	INV0007242	Retirement - 401(a) Match	2.17
02/27/2024	DFT0007256	INV0007252	Retirement - 401(a) Match	286.84
Vendor 01716 - ICMA Retirement Trust-401 Total:				6,313.52
Vendor: 01715 - ICMA Retirement Trust-457				
02/02/2024	DFT0007156	INV0007216	Retirement Trust - 457	3,038.40
02/02/2024	DFT0007157	INV0007217	Deferred Comp 457	9,859.74
02/02/2024	DFT0007158	INV0007218	Retirement Trust - 457	2,229.28
02/02/2024	DFT0007159	INV0007219	Retirement Trust - 457	948.14
02/16/2024	DFT0007215	INV0007231	Retirement Trust - 457	2,986.11
02/16/2024	DFT0007216	INV0007232	Deferred Comp 457	9,738.47
02/16/2024	DFT0007217	INV0007233	Retirement Trust - 457	1,949.29
02/16/2024	DFT0007218	INV0007234	Retirement Trust - 457	948.14
02/23/2024	DFT0007247	INV0007243	Retirement Trust - 457	2.17
02/23/2024	DFT0007248	INV0007244	Deferred Comp 457	6.53
02/23/2024	DFT0007249	INV0007245	Retirement Trust - 457	8.71
02/27/2024	DFT0007257	INV0007253	Retirement Trust - 457	286.84
02/27/2024	DFT0007258	INV0007254	Deferred Comp 457	860.51
02/27/2024	DFT0007259	INV0007255	Retirement Trust - 457	860.51
Vendor 01715 - ICMA Retirement Trust-457 Total:				33,722.84
Vendor: 01721 - Industrial Equipment				
02/21/2024	APA001479	59900	pressure nozzle	634.13
Vendor 01721 - Industrial Equipment Total:				634.13
Vendor: 02807 - Infosend				
02/28/2024	APA001503	256515	Postage & Mailings	5,757.09
Vendor 02807 - Infosend Total:				5,757.09
Vendor: 01731 - Internal Revenue Service				
02/05/2024	DFT0007161	INV0007223	FICA Withholding	17,847.20
02/05/2024	DFT0007162	INV0007224	Fed Withholding	13,154.41

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02/05/2024	DFT0007164	INV0007226	Medicare Withholding	4,173.94
02/19/2024	DFT0007220	INV0007238	FICA Withholding	17,030.78
02/19/2024	DFT0007221	INV0007239	Fed Withholding	13,143.73
02/19/2024	DFT0007223	INV0007241	Medicare Withholding	3,983.00
02/26/2024	DFT0007251	INV0007247	FICA Withholding	11.60
02/26/2024	DFT0007252	INV0007248	Fed Withholding	9.13
02/26/2024	DFT0007254	INV0007250	Medicare Withholding	2.70
Vendor 01731 - Internal Revenue Service Total:				69,356.49
Vendor: 03057 - International Brotherhood of 137 TCWH				
02/02/2024	APA001464	INV0007221	Union Dues Teamsters	476.32
02/21/2024	APA001480	INV0007236	Union Dues Teamsters	476.32
Vendor 03057 - International Brotherhood of 137 TCWH Total:				952.64
Vendor: 01729 - Interstate Batteries of the Rogue River				
02/28/2024	APA001504	92003233	Supplies	59.86
Vendor 01729 - Interstate Batteries of the Rogue River Total:				59.86
Vendor: 01722 - isolved, Inc.				
02/09/2024	DFT0007077	I134339442	Administrative service	88.20
02/01/2024	DFT0007127	I133745801	Plan Admin	1,043.31
Vendor 01722 - isolved, Inc. Total:				1,131.51
Vendor: 01780 - Kimball Midwest				
02/07/2024	DFT0007208	101645529	Repair & Maintenance	175.85
02/07/2024	DFT0007210	101598596	Repair & Maintenance	113.64
02/07/2024	DFT0007209	101658685	Repair & Maintenance	296.26
02/07/2024	DFT0007206	101658948	Repair & Maintenance	33.73
02/07/2024	DFT0007204	101749544	Repair & Maintenance	338.23
02/07/2024	DFT0007205	101751541	Repair & Maintenance	297.54
02/07/2024	DFT0007207	101824778	Repair & Maintenance	107.25
Vendor 01780 - Kimball Midwest Total:				1,362.50
Vendor: 03338 - Kiser CPR & First Aid				
02/02/2024	DFT0007194	5727	Safety Equipment	1,496.09
02/02/2024	DFT0007194	5727	Safety Equipment	1,496.10
02/02/2024	DFT0007194	5727	Safety Equipment	1,496.09
Vendor 03338 - Kiser CPR & First Aid Total:				4,488.28
Vendor: 03344 - KLDDiscovery Ontrack LLC				
02/28/2024	APA001505	1001000016580	Prof. Services	3,022.25
Vendor 03344 - KLDDiscovery Ontrack LLC Total:				3,022.25
Vendor: 03329 - LinkedIn				
02/05/2024	DFT0007292	109358183	Training	1,307.60
Vendor 03329 - LinkedIn Total:				1,307.60
Vendor: 03343 - Maloney Consulting and Investigation Solutions				
02/21/2024	APA001481	24-1	Office consulting	3,361.90
02/21/2024	APA001481	24-2	Office Consulting	413.19
Vendor 03343 - Maloney Consulting and Investigation Solutions Total:				3,775.09
Vendor: 01905 - Minasian Law				
02/28/2024	APA001506	2024-01	Legal	15,768.49
Vendor 01905 - Minasian Law Total:				15,768.49
Vendor: 01742 - Nelson's Building Maintenance, Inc.				
02/28/2024	APA001507	782630	Supplies	222.06
Vendor 01742 - Nelson's Building Maintenance, Inc. Total:				222.06
Vendor: 03346 - Norcal Food Equipment, Inc.				
02/27/2024	DFT0007293	RA541210	Maintenance	428.70
Vendor 03346 - Norcal Food Equipment, Inc. Total:				428.70
Vendor: 01980 - Northern Recycling & Waste Svcs				
02/21/2024	APA001482	2023-12 GW	Green waste yard fees	332.00
02/23/2024	DFT0007268	2024-1 GW	Garbage	40.00
02/23/2024	DFT0007267	2024-02	Garbage	58.61

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02/23/2024	DFT0007267	2024-02	Garbage	185.59
02/23/2024	DFT0007267	2024-02	Garbage	64.47
Vendor 01980 - Northern Recycling & Waste Svcs Total:				680.67
Vendor: 01950 - Northstate Aggregate, Inc.				
02/28/2024	APA001508	165209	Sand and Base	1,041.03
02/28/2024	APA001508	166139	Rock	190.72
Vendor 01950 - Northstate Aggregate, Inc. Total:				1,231.75
Vendor: 01985 - NTU Technologies, Inc.				
02/02/2024	APA001465	12664	Non-Poly (AE-101P)	1,413.00
Vendor 01985 - NTU Technologies, Inc. Total:				1,413.00
Vendor: 01538 - O'Reilly Auto Parts				
02/01/2024	DFT0007197	3534-120711	Supplies	4,058.61
02/02/2024	APA001466	3534-120769	Supplies	21.27
02/21/2024	APA001483	3534-121096	Repair parts	64.64
02/28/2024	APA001509	3534-123115	Repair parts	77.03
02/28/2024	APA001509	3534-123155	Repair parts	14.36
Vendor 01538 - O'Reilly Auto Parts Total:				4,235.91
Vendor: 03187 - Pace Analytical Services LLC				
02/02/2024	APA001467	2400011-28	Water quality sampling	333.00
02/02/2024	APA001467	2400354-28	Water quality sampling	333.00
Vendor 03187 - Pace Analytical Services LLC Total:				666.00
Vendor: 02030 - Pace Supply				
02/21/2024	APA001484	089142687-1	2" flex coupling	3,254.97
02/21/2024	APA001484	089142687-1	3/4" flex coupling	2,171.09
02/21/2024	APA001484	089142687-1	6 x 7-1/2 FC clamp	1,286.80
02/21/2024	APA001484	089142687-1	1-1/4" flex coupling	975.93
02/21/2024	APA001484	089142687-1	1" flex coupling	1,793.92
02/05/2024	DFT0007291	089142687-1 (#2)	Supplies	9,482.71
02/21/2024	APA001484	089142687-2	1" flex coupling	222.49
02/21/2024	APA001484	089142687-2	1" brass ball valve	954.09
02/02/2024	DFT0007198	089142687-3	8 x 7-1/2 FC clamp	753.37
02/02/2024	DFT0007198	089142687-3	8 x 12 FC clamp	1,206.63
02/02/2024	DFT0007198	089142687-3	4 x 12 FC clamp	1,774.77
02/02/2024	DFT0007198	089142687-3	6 x 7-1/2 x 2 FC clamp	2,085.99
02/02/2024	DFT0007198	089142688	FC Tap Clamp 12'x12 x2' 11.85...	1,309.29
Vendor 02030 - Pace Supply Total:				27,272.05
Vendor: 02081 - Pacific Gas & Electric Company				
02/05/2024	DFT0007203	2024-01 (2)	Utilities	7,496.33
02/20/2024	DFT0007211	2024-02	Utilities	34,929.18
Vendor 02081 - Pacific Gas & Electric Company Total:				42,425.51
Vendor: 02122 - Paradise Recreation & Park				
02/21/2024	APA001485	Lake Pass 2024	Employee benefit	210.00
02/21/2024	APA001485	Lake Pass 2024	Employee benefit	510.00
02/21/2024	APA001485	Lake Pass 2024	Employee benefit	180.00
02/21/2024	APA001485	Lake Pass 2024	Employee benefit	360.00
Vendor 02122 - Paradise Recreation & Park Total:				1,260.00
Vendor: 02070 - Peterson				
02/21/2024	APA001486	PC010230539	repairs	31.74
Vendor 02070 - Peterson Total:				31.74
Vendor: 02091 - Pitney Bowes				
02/14/2024	DFT0007225	2024-02	Postage	1,000.00
Vendor 02091 - Pitney Bowes Total:				1,000.00
Vendor: 03048 - Plan B Professional Answering Service				
02/28/2024	APA001510	2024-02	Answering service	146.80
Vendor 03048 - Plan B Professional Answering Service Total:				146.80
Vendor: 03167 - RCI General Engineering				
02/08/2024	58148	2023-11 MISLR3	MISLR 3	-42,925.30

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02/08/2024	58148	2023-11 MISLR3	MISLR 3	858,505.91
02/16/2024	58151	2023-12 MISLR3	MISLR3 Retention	-32,779.96
02/16/2024	58151	2023-12 MISLR3	MISLR3	655,599.23
Vendor 03167 - RCI General Engineering Total:				1,438,399.88
Vendor: 03306 - Save Mart				
02/22/2024	DFT0007265	2024-02-22	Employee Incentive Program	329.70
02/21/2024	DFT0007271	2024-02-21	Lunch and Learn	165.51
Vendor 03306 - Save Mart Total:				495.21
Vendor: 03153 - Slate Geotechnical Consultants, Inc.				
02/16/2024	58152	2300	23-062-01 Magalia Dam Final ...	18,302.83
Vendor 03153 - Slate Geotechnical Consultants, Inc. Total:				18,302.83
Vendor: 03273 - Snap-On Credit LLC				
02/01/2024	DFT0007131	2024-01	Software	99.00
Vendor 03273 - Snap-On Credit LLC Total:				99.00
Vendor: 03210 - Spatial Networks, Inc.				
02/26/2024	DFT0007269	7E7049A6-0058	Field software	792.00
Vendor 03210 - Spatial Networks, Inc. Total:				792.00
Vendor: 03224 - SRL Apparel, Inc.				
02/20/2024	DFT0007244	123384	Safety Apparel	1,236.49
Vendor 03224 - SRL Apparel, Inc. Total:				1,236.49
Vendor: 02292 - Standard Insurance Company				
02/26/2024	DFT0007152	2024-01	ST Disability	21.67
02/26/2024	DFT0007152	2024-01	LT Disability	140.84
02/26/2024	DFT0007152	2024-01	LT Disability	200.00
02/26/2024	DFT0007152	2024-01	ST Disability	30.77
02/26/2024	DFT0007152	2024-01	LT Disability	68.90
02/26/2024	DFT0007152	2024-01	ST Disability	10.59
02/26/2024	DFT0007152	2024-01	LT Disability	210.94
02/26/2024	DFT0007152	2024-01	ST Disability	32.44
Vendor 02292 - Standard Insurance Company Total:				716.15
Vendor: 03061 - Sterling Health Services, Inc DBA				
02/02/2024	DFT0007154	INV0007214	HSA Contribution	167.30
02/16/2024	DFT0007213	INV0007229	HSA Contribution	167.30
Vendor 03061 - Sterling Health Services, Inc DBA Total:				334.60
Vendor: 03347 - Stop & Shop				
02/29/2024	DFT0007315	76173	Propane for Forklift	30.09
Vendor 03347 - Stop & Shop Total:				30.09
Vendor: 02332 - SWRCB				
02/22/2024	58157	LW-1042625	Water system annual fee	29,819.92
Vendor 02332 - SWRCB Total:				29,819.92
Vendor: 03284 - T&S Construction Co., Inc - Umpqua Bank				
02/22/2024	58159	2023-12	Zone A Pump Station and Tran...	12,305.00
02/16/2024	58154	2024-01	Zone A Pump Station and Tran...	26,754.10
Vendor 03284 - T&S Construction Co., Inc - Umpqua Bank Total:				39,059.10
Vendor: 03283 - T&S Construction Co., Inc				
02/22/2024	58158	2023-12	Zone A Pump Station and Tran...	233,795.00
02/16/2024	58153	2024-01	Zone A Pump Station & Trans.	508,327.90
Vendor 03283 - T&S Construction Co., Inc Total:				742,122.90
Vendor: 02362 - Thomas Ace Hardware				
02/02/2024	APA001468	224909	Supplies	14.33
02/02/2024	APA001468	224910	Supplies	35.01
02/21/2024	APA001487	225134	Supplies	28.66
02/02/2024	APA001468	225271	Supplies	7.45
02/02/2024	APA001468	225352	Supplies	11.70
02/02/2024	APA001468	225353	Supplies	6.39
02/21/2024	APA001487	225743	Supplies	14.13

Expense Approval Report

Payment Dates: 2/1/2024 - 2/29/2024

Payment Date	Payment Number	Payable Number	Description (Item)	Amount
02/28/2024	APA001511	225751	Supplies	89.46
02/21/2024	APA001487	225773	Supplies	11.09
02/21/2024	APA001487	225417	Supplies	60.08
02/21/2024	APA001487	225468	Supplies	36.38
02/21/2024	APA001487	225471	Supplies	144.56
02/21/2024	APA001487	225537	Supplies	31.92
02/21/2024	APA001487	225548	Supplies	93.52
Vendor 02362 - Thomas Ace Hardware Total:				584.68
Vendor: 02363 - Thomas Hydraulic				
02/28/2024	APA001512	AN97847	Refund for double payment	-5.49
02/28/2024	APA001512	21077	Repairs	108.14
Vendor 02363 - Thomas Hydraulic Total:				102.65
Vendor: 02681 - Univar USA, Inc.				
02/21/2024	APA001488	51806515	Sodium Bisulfite 25%	1,632.74
Vendor 02681 - Univar USA, Inc. Total:				1,632.74
Vendor: 02824 - US Bank Corporate Payment System				
02/14/2024	DFT0007272	45336	25 Years at PID	22.41
02/15/2024	DFT0007273	2024-02-15 Enloe GS	Miscellaneous	63.34
02/22/2024	DFT0007316	BB 2024-02-22	Supplies	654.38
02/26/2024	DFT0007270	148139	Employee Appreciation	100.57
02/28/2024	DFT0007307	2024-02-28	Office Supplies	25.06
Vendor 02824 - US Bank Corporate Payment System Total:				865.76
Vendor: 02686 - USA Blue Book				
02/21/2024	APA001489	INV00247677	Supplies	138.21
Vendor 02686 - USA Blue Book Total:				138.21
Vendor: 02703 - Verizon Wireless				
02/20/2024	DFT0007236	9954765249	Utilities - Cell Phone	229.67
02/20/2024	DFT0007236	9954765249	Utilities - Cell phone	896.23
02/20/2024	DFT0007236	9954765249	Utilities - Cell phone	1,374.32
02/20/2024	DFT0007236	9954765249	Utilities - Cell phone	786.40
Vendor 02703 - Verizon Wireless Total:				3,286.62
Vendor: 02712 - VistaNet inc.				
02/02/2024	APA001469	23574	Prof. Services	809.10
02/02/2024	APA001469	23574	23165 Blue Tooth	-120.00
02/02/2024	APA001469	23575	Prof. Services	629.00
02/28/2024	DFT0007306	VP_J5NTMBC5	Office Supplies	59.23
02/28/2024	APA001513	24005	OFFICE EQUIPMENT MAINTENANCE	769.35
02/28/2024	APA001513	24006	OFFICE EQUIPMENT MAINTENANCE	629.00
02/28/2024	APA001513	24007	OFFICE EQUIPMENT MAINTENANCE	60.00
02/28/2024	APA001513	24098	Office Equipment	120.00
02/28/2024	APA001513	24099	Equipment maintenance	310.97
02/28/2024	APA001513	24100	Office Equipment	30.00
Vendor 02712 - VistaNet inc. Total:				3,296.65
Vendor: 03330 - Visual Impact Signs				
02/21/2024	58155	2024-02	Electronic messaging sign	49,850.02
Vendor 03330 - Visual Impact Signs Total:				49,850.02
Vendor: 03002 - Water Works Engineers				
02/21/2024	APA001490	14734	20-064 PID District Engineerin...	13,539.91
Vendor 03002 - Water Works Engineers Total:				13,539.91
Vendor: 03134 - White Glove Cleaning Svc Inc				
02/28/2024	APA001514	77024	Janitorial services	456.00
02/28/2024	APA001514	77025	Janitorial services	550.00
02/28/2024	APA001514	77026	Janitorial services	495.00
Vendor 03134 - White Glove Cleaning Svc Inc Total:				1,501.00
Vendor: 02747 - Wienhoff & Associates, Inc.				
02/12/2024	DFT0007245	2024-02	Training	50.00

Expense Approval Report**Payment Dates: 2/1/2024 - 2/29/2024**

Payment Date	Payment Number	Payable Number	Description (Item)	Amount
02/12/2024	DFT0007318	2024-02 (2)	Employee Compliance	50.00
			Vendor 02747 - Wienhoff & Associates, Inc. Total:	100.00
			Grand Total:	2,700,611.99



Paradise Irrigation District

6332 Clark Rd, Paradise, CA 95969 · 530-877-4971 · Fax: 530-876-0483 · www.pidwater.com

DATE: March 13, 2024

TO: Board of Directors

FROM: Blaine Allen, District Engineer

RE: Approval of Water Service Facilities Agreement for a New Pipeline at
6983 Pentz Road for Northwind Senior Apartments – APN 050-082-023
3/20/24 Board of Directors Regular Meeting

This agenda item is for board approval of the concept review for a new 6" water main through the property located at 6983 Pentz Road. There will be multiple meters installed/replaced on this project and a new fire hydrant to be installed on the property. Staff has been working on the Water Service Facilities Agreement with the customer and request the Board of Directors grant authorization for the District Manager to enter into this agreement with the customer.

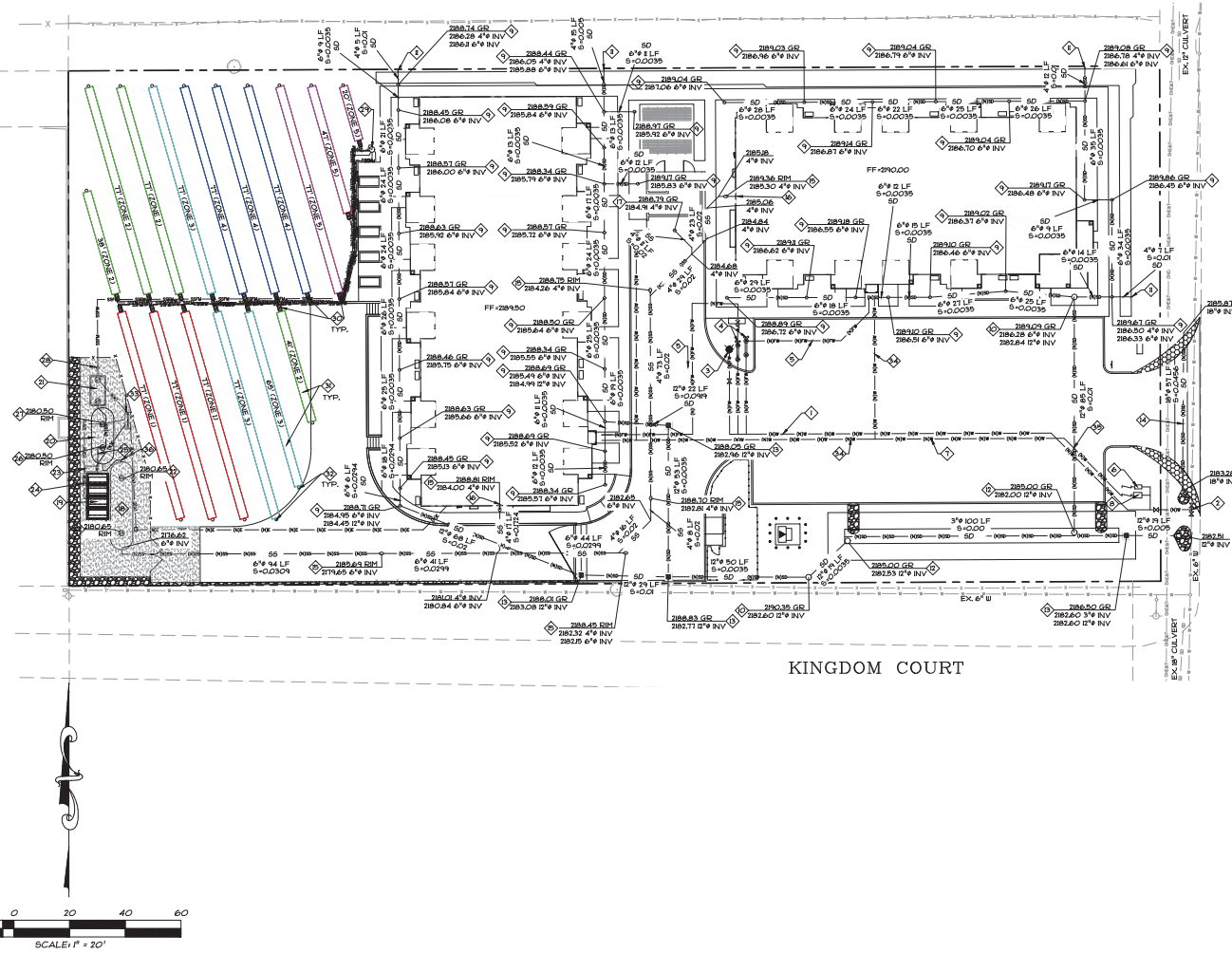
Action Requested:

"Approve Water Service Facilities Agreement with Paradise Senior Associates, a California Limited Partnership, and authorize the District Manager to execute the Agreement on behalf of the District in reference to a new pipeline at 6983 Pentz Road for Northwind Senior Apartments."

LEACH TRENCH ZONES				
ZONE #	LEACH LINE LENGTH (FT)	TIGHT LINE LENGTH (FT)	LINE FROM PUMP TO DIST. VALVE (FT)	ORIFICE SPACING (FT)
1	231	135	167	4
2	233	135	-	4
3	215	100	-	4
4	231	88	-	4
5	144	55	-	4

LEACH FIELD NOTES:

ALL LEACH LINE ZONES TO BE FED FROM THE BOTTOM UP.



UTILITY CONSTRUCTION NOTES

1. INSTALL 6" PUBLIC FIRE WATER MAIN WITH ALL NECESSARY VALVES, TEES, ELBOUS, & THRUST BLOCKS AS SHOWN. SEE SHEET C6.0/3 FOR BEDDING, TRENCH BACKFILL DETAILS. SEE PID-02 FOR THRUST BLOCK DETAIL-5 ON SHEET C6.6.
2. TAP INTO EXISTING WATER MAIN TO BE COMPLETED BY PARADISE IRRIGATION DISTRICT (PID) IN PENTZ ROAD. INSTALL VALVE ON NEW 6" LINE. CONTRACTOR TO COORDINATE WITH PID.
3. INSTALL FIRE HYDRANT WITH VALVE PER PID-03. SEE SHEET C6.6.
4. INSTALL 4" REDUCED PRESSURE PRINCIPLE DEVICE WITH FIRE DEPARTMENT CONNECTION. COORDINATE WITH THE TOWN OF PARADISE FOR APPROVAL PRIOR TO ORDERING & INSTALLATION. PRIVATE FIRE WATER LINE FROM POST INDICATOR VALVE TO BUILDING TO BE DESIGNED BY C-16 LICENSED FIRE PROTECTION CONTRACTOR IN SEPARATE SUBMITTAL. BACKFLOW VALVES/FIRE DEPT. CONNECTIONS SHALL HAVE A PERMANENT SIGN IDENTIFYING WHICH BUILDINGS ARE SERVED BY THE DEVICE. SEE SHEET C6.1/1 AND PID-08 ON SHEET C6.6.
5. INSTALL 4" PRIVATE FIRE WATER SERVICE FROM FDC TO FIRE RISER ROOM. SEE SHEET C6.0/3 FOR TRENCH DETAILS.
6. INSTALL 1" IRRIGATION WATER METER AND ZURN 915XL2 REDUCED PRESSURE PRINCIPLE ASSEMBLY. COORDINATE WITH PARADISE IRRIGATION DISTRICT PRIOR TO ORDERING AND INSTALLATION. SEE PID-05 ON SHEET C6.6 FOR DETAILS.
7. INSTALL 3" C900 PVC PRIVATE DOMESTIC WATER SERVICE. SEE SHEET C6.0/3 FOR TRENCH DETAIL.
8. INSTALL 2" DOMESTIC WATER METER AND ZURN 915XL2 REDUCED PRESSURE PRINCIPLE ASSEMBLY. COORDINATE WITH PARADISE IRRIGATION DISTRICT FOR INSTALLATION PROCEDURES. SEE DETAIL PID-05 SHEET C6.6 FOR DETAILS.
9. INSTALL 6" LANDSCAPE DRAIN WITH 12" OF SURROUNDING DRAIN ROCK. AT 6' DEPTH SEE SHEET C6.0/4 FOR DETAIL.
10. INSTALL 12" LANDSCAPE DRAIN WITH 12" OF SURROUNDING DRAIN ROCK. AT 6' DEPTH SEE SHEET C6.0/4 FOR DETAIL.
11. INSTALL 6" LANDSCAPE DRAIN TO CAPTURE WALL DRAINAGE.
12. INSTALL 12" BUBBLE-UP DRAIN AT BOTTOM OF BIO-RETENTION BASIN. SEE SHEET C6.0/4 FOR DETAIL.
13. INSTALL 24"x24" AREA DRAIN. SEE SHEET C6.0/3 FOR DETAIL.
14. INSTALL 18" RCP CULVERT PIPE. PER TOWN OF PARADISE DETAIL D-13A/C6.0.
15. INSTALL 2-WAY SANITARY SEWER CLEANOUT. SEE SHEET C6.0/4 FOR DETAILS.
16. INSTALL 4" SANITARY SEWER LATERAL TO BUILDING CONNECTION.
17. INSTALL TRASH ENCLOSURE DRAIN AND CONNECT TO SEWER LATERAL.
18. INSTALL 10,000-GALLON 8" XERXES SEPTIC TANK. TANK TO BE DESIGNED TO COUNTERACT BUOYANCY FORCES. SEE SHEET C6.2 FOR DETAIL.
19. INSTALL ORENCO AXIOM TREATMENT UNIT. SEE SHEET C6.1/3.
20. INSTALL 3,000-GALLON 6" XERXES RE-CIRCULATION TANK. TANK TO BE DESIGNED TO COUNTERACT BUOYANCY. SEE SHEET C6.1/6.
21. INSTALL 1500-GALLON JENSEN DOSING TANK WITH LIDS TO GRADE. PUMPS SHALL BE (2) ORENCO PF500S PUMPS RATED AT 50 GPM, 1/2 HP, 230 VOLTS. DOSING TANK TO BE DESIGNED TO COUNTERACT BUOYANCY FORCES. SEE C6.2 FOR FURTHER DETAILS.
22. INSTALL 24" ACCESS RISER TO GRADE.
23. INSTALL VENT FAN ASSEMBLY WITH 4" AIR RETURN LINE. SEE SHEET C6.1/7 FOR DETAILS.
24. INSTALL 15" TRANSPORT LINE FROM RE-CIRCULATION TANK PUMP INTO TREATMENT UNITS. SEE SHEET C6.1/8 FOR VALVE DETAILS.
25. INSTALL 4" FILTRATE RETURN LINE.
26. INSTALL 30" PVC ACCESS RISER WITH RE-CIRCULATING SPLITTER VALVE. MODEL M14-FRP. SEE SHEET C6.1/6 FOR DETAILS. COORDINATE WITH MANUFACTURER TO ENSURE PROPER ELEVATION PLACEMENT OF VALVE.
27. INSTALL 30" PVC ACCESS RISER WITH BIOTUBE VAULT CONTAINING (2) PF500T ORENCO PUMPS. SEE SHEET C6.1/5 FOR DETAILS.
28. INSTALL ORENCO F180 FLOW METER AFTER DOSE TANK.
29. INSTALL DISTRIBUTION BOX WITH ORENCO V6609A DISTRIBUTION VALVE. VALVE MUST BE LOCATED AT THE HIGHEST ELEVATION POINT IN THE PIPE SYSTEM.
30. INSTALL CHECK VALVE TO PREVENT BLEED BACK TO LOWER LINES AND BALL VALVE FOR SQUIRT HEIGHT ADJUSTMENT WITH TRAFFIC RATED BOX. SEE SHEET C6.0/2 FOR DETAIL.
31. INSTALL LEACH LINE. SEE SHEET C6.1/2 FOR DETAILS. LENGTH OF EACH LINE SHOWN ON PLAN. ENSURE EACH ZONE IS PLUMBING CORRECTLY OUT OF RE-CIRCULATING VALVE.
32. INSTALL CLEANOUT AND PEIZOMETER AT END OF EACH LEACH LINE WITH ACCESS BOX TO GRADE. SEE SHEET C6.1/3.
33. INSTALL CONTROL PANEL UNDER WEATHER COVER. SUPPLY DEDICATED CIRCUITS TO POWER TO CONTROL PANEL, PUMPS, AND BLOWER FAN. PROTECT SUB PANEL AND CONTROL PANEL FROM WEATHER. PROVIDE AUXILIARY PLUG WITHIN OR ADJACENT TO PANEL. PROVIDE A GENERATOR SWITCH/PLUG-IN 50 PANEL CAN OPERATE DURING POWER OUTAGES. SEE NOTES SHEET C6.2 - C6.4.
34. INSTALL 2" C900 PVC DOMESTIC WATER SERVICE FROM METER TO "TEE". SEE SHEET C6.0/3 FOR TRENCH DETAIL.
35. PROVIDE 12" SEPARATION MINIMUM FROM WATER MAIN TO STORM DRAIN.
36. CONNECT SEPTIC TANK OUTLET TO RE-CIRCULATION TANK INLET WITH 4" PVC PIPE.

Robertson Erickson
CIVIL ENGINEERS & SURVEYORS
888 Marzanta Court
Suite 101
Clatskanie, OR 97141
530-894-3100 FAX 530-894-8955
robertsonerickson.com



UTILITY PLAN
NORTHWIND SENIOR APARTMENTS
6983 PENTZ ROAD, PARADISE, CA, 95969
PACIFIC WEST COMMUNITIES

C4.0

**Recording Requested By And When
Recorded Mail To:**

PARADISE IRRIGATION DISTRICT

6332 Clark Road

Paradise, CA 95969-4146

Space above this line for Recorder's Use

This recording is for the public benefit pursuant to California Government Code §6103

PARADISE IRRIGATION DISTRICT

Documentary Transfer Tax: None

APN 050-082-023

WATER SERVICE FACILITIES AGREEMENT

THIS AGREEMENT is executed this _____ day of _____, 2024, by and between PARADISE IRRIGATION DISTRICT, a public agency, hereinafter called DISTRICT; and Paradise Senior Associates, A California Limited Partnership, owners of real property located at 6983 Pentz Road, Paradise CA 95969, APN 050-082-023, hereinafter called OWNER.

RECITALS

This Agreement is made with reference to the following facts:

1. OWNER desires to construct the Northwind Senior Apartments on that certain property in the Town of Paradise, County of Butte, State of California, located at 6983 Pentz Road, Paradise CA 95969, APN 050-082-023, 1.67 acres, hereinafter called Project.
2. Project will require additional water service facilities including without limitation a water main extension, service laterals, in-line valves, fire hydrant, and a connection for a future fire suppression sprinkler system.
3. In order to serve the Project, certain improvements will be needed to the District's existing distribution system, hereinafter called Improvement System.

4. OWNER is willing to design, engineer and install the Improvement System and the water components of the Project, at OWNER's expense, including off-site improvements.
5. DISTRICT is willing, upon satisfactory construction and dedication of the new facilities, to operate and maintain the Improvement System, and provide services to the Property comparable to services furnished by DISTRICT to other improvement systems that DISTRICT operates and maintains.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, it is hereby mutually agreed by and between OWNER and DISTRICT that:

1. The recitals contained herein are true and correct and are an integral part of this Agreement.
2. OWNER will: prepare and submit to DISTRICT for review all engineering calculations, plans, specifications, cost estimates, legal property descriptions, public utility easements; pay all fees; deliver all bonds; construct and pay for all facilities; and do all other work as required by the DISTRICT's Improvement Standards (attached and incorporated herein) to provide a complete and satisfactorily operational Improvement System for the Project. Improvement System shall be designed and constructed in compliance with the District's Improvement Standards and Standard Specifications, together with any and all amendments, revisions and updates thereto, and all other requirements of each and every governmental authority having any jurisdiction whatsoever in connection with the Project.

OWNER shall submit a construction schedule at least five days prior to the start of construction to assist DISTRICT in allocating staff and inspection resources.

3. COMPLIANCE WITH DISTRICT STANDARDS. OWNER agrees to comply with the DISTRICT's Improvement Standards and Standard Specifications as currently drafted and as the same may be amended from time to time by the District. If OWNER believes compliance with this Agreement and the Improvement Standards and Standard Specifications are impossible, impracticable, or uncertain given actual or perceived conflicts in the terms of those documents, OWNER will promptly notify DISTRICT of OWNER's concern. Upon notification, DISTRICT will promptly respond with its written interpretation and OWNER agrees to comply with such written interpretation.
4. CONVEYANCE TO DISTRICT. Upon satisfactory completion of the Improvement System, OWNER shall file a "Notice of Completion" with the County Recorder and shall offer to grant, transfer and assign, without additional consideration, all the Improvement System to DISTRICT free and clear of any and all encumbrances. OWNER shall guarantee and warrant Improvement System to be free of defects in materials and workmanship for a period of two years from the date of acceptance by DISTRICT. OWNER shall provide to the DISTRICT the cost breakdown and total construction cost to OWNER of the water

system being transferred to the DISTRICT at the time of conveyance. If OWNER fully and satisfactorily complies with this Agreement and offers a satisfactorily operating and constructed Improvement System, DISTRICT agrees to accept the Improvement System and facilities so offered, and to operate and maintain the Improvement System and to provide service to the Project served by the Improvement System on the same terms and conditions as other, similarly situated, properties within the DISTRICT, including any limitations on water availability.

5. OPERATION AND MAINTENANCE. DISTRICT operates, maintains and provides water service facilities to portions of the Town of Paradise. When Improvement System has been completed and transferred to DISTRICT for operation and maintenance, Improvement System shall be governed, operated, and maintained in all respects like any other improvement within the DISTRICT as provided by the applicable laws of the State of California and DISTRICT rules, regulations, and policies.

6. INDEMNIFICATION

- a. OWNER shall defend, indemnify, and hold DISTRICT and DISTRICT's agents, officers, and employees harmless from any and all claims, lawsuits, acts, costs (including reasonable attorneys' fees and expert witness fees), demands, or omissions arising out of or related to this Agreement, OWNER's performance or nonperformance of the terms and conditions of this Agreement and OWNER's or OWNER's agents' construction of the Improvement System or the Property.
- b. OWNER is not acting as a contractor, agent, official, or representative of DISTRICT in constructing or providing such water system improvements, or in causing such improvements to be installed. This Agreement provides for the transfer and assumption of responsibility for such water system improvements to be installed upon completion and upon performance of all terms of this Agreement to be performed by OWNER. The approval of the plans and specifications as presented by OWNER shall not be deemed as a warranty or guarantee by DISTRICT of proper design or proper specifications of materials or construction and does not guarantee eventual acceptance of the improvements by DISTRICT. DISTRICT specifically relies upon the design and specifications as prepared or caused to be prepared by OWNER as being in keeping with the requirements of DISTRICT, as being in accordance with the conditions of the geography, and as having specific materials and equipment of the highest practicable quality and character.
- c. OWNER agrees that DISTRICT is not by inspection of the construction or installation of the improvements representing OWNER or providing a substitute for inspection and control of work by OWNER. OWNER agrees that any inspections and observations of the work by DISTRICT are for the sole purposes of providing notice of the stage and

prevailing rates of per diem wages are on file at the DISTRICT's office and are available upon request. OWNER on behalf of itself and on behalf of its contractors, subcontractors, and agents agrees to comply with all applicable federal and state laws, regulations, ordinances, now or hereafter in effect including, without limitation, Labor Code sections 1720-1861 and California Code of Regulations, title 8, sections 16000-16414. Neither OWNER nor any contractor or subcontractor may perform work on the Improvement System unless registered with the Department of Industrial Relations per Labor Code section 1725.5; this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

10. **WATER FEES** Service capacity, meter installation, expansion, and any other applicable rates and fees, are due and payable at the time service is requested. OWNER is advised to confirm these fees and charges with DISTRICT's Customer Service Department.

DISTRICT reserves the right from time to time to establish new fees or modify existing fees. Applications for service connections shall not be made until after acceptance of the Improvement System by DISTRICT's Board of Directors.

11. **DROUGHT: LOW-FLOW FIXTURES** OWNER acknowledges that it will comply with the District's water conservation program, including possible future amendments, and agrees to conscientiously and conservatively utilize District water supplies while designing and constructing the Improvement System and Project. OWNER agrees to install or have installed low-flow fixtures as required by the State of California standards taking effect on January 1, 2016, including, but not limited to, maximum flow rates of 2.0 gpm for showerheads, 1.2 gpm for lavatory faucets, 0.5 gpm for public lavatory faucets, 1.8 gpm for kitchen faucets, and maximum gallons per flush of 1.28 gpf for all water closets and 0.125 gpf for wall mounted urinals.

12. **TERM OF AGREEMENT** At the DISTRICT's discretion, this Agreement may terminate twenty-four (24) months from the date of execution if construction of the Improvement System has not been completed, unless DISTRICT's Board of Directors has previously granted an extension of time. If the OWNER has not completed the work within twenty-four months of the date of this agreement, DISTRICT has the right to call the security for faithful performance and complete the work, in accordance with the Improvement Standards. This Agreement shall become null and void upon acceptance of the Improvement System by the DISTRICT, excepting those provisions relating to indemnification and warranty and the continuing activities of providing and receiving services through the completed improvements. This agreement can be terminated at any time by mutual agreement of OWNER and DISTRICT.

13. **ENTIRE AGREEMENT** This instrument, including attachments, contains the entire Agreement of the parties. It may not be changed orally. It may be changed in writing

signed by the party(ies) against whom enforcement of any waiver, changes, modification, extension, or discharge is sought. The parties shall promptly do all acts and execute and deliver all instruments required or convenient to carry out the purpose and intent thereof.

This agreement applies to the facilities as submitted for plan review. Any future additions, extensions or modifications to the original system must be covered by a separate agreement.

14. SIGNATURE AUTHORITY Each person signing on behalf of a corporation, trust, partnership, or other business entity represents and warrants that they have authority to sign on behalf of such entity and to bind that entity to the terms and conditions contained herein.
15. NOTICES All notices and demands or other communications under this Agreement shall be in writing and shall be given by one party to the other at the following addresses for each:

OWNER

Paradise Senior Associates,
a California Limited Partnership
430 E. State St., Suite 100
Eagle, ID 83616

DISTRICT

PARADISE IRRIGATION DISTRICT
6332 Clark Road
Paradise, CA 95969-4146

Any such notice or other communication shall be deemed delivered on the day on which it is mailed by certified mail or, in the case of any such notice or other communications not mailed by certified mail, on the date of actual delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Recommended for approval by DISTRICT MANAGER on _____, 2024.

DISTRICT

PARADISE IRRIGATION DISTRICT

By _____
Tom Lando, District Manager

ATTEST:

Secretary

OWNER

PARADISE SENIOR ASSOCIATES,
A CALIFORNIA LIMITED PARTNERSHIP

By _____

Print or Type Name and Title

SIGNATURES MUST BE NOTARIZED

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY
EXHIBIT B: DISTRICT'S IMPROVEMENT STANDARDS
EXHIBIT C: INSURANCE REQUIREMENTS

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property being a portion of Lot 41, as shown on that certain map entitled "Official Map of the Subdivision of Section 1, Township 22 North, Range 3 East, M.D.B. & M.", which map was recorded in the Office of the Recorder of the County of Butte, State of California, on June 12, 1922, in Book "A" of Maps, at Page(s) 12 and 13, and being more particularly described as follows:

A variable width strip of land for waterline purposes, being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 41, as shown on that certain map entitled "Parcel Map for First Baptist Church", which map was recorded in the Office of the Recorder of the County of Butte, State of California, on November 21, 1974, in Book 50 of Maps, at Page 100, thence South 89° 44' 59" West, 30.00 feet to a point on the Westerly Right-of-Way line of Pentz Road as shown on said "Parcel Map for First Baptist Church";

Thence on and along said Westerly Right-of-Way line of Pentz Road, South 0° 09' 00" East, 121.77 feet, to the **TRUE POINT OF BEGINNING**;

Thence from said point of beginning, on and along said Westerly Right-of-Way line of Pentz Road, South 0° 09' 00" East, 38.20 feet;

Thence leaving said Westerly Right-of-Way line of Pentz Road, North 89° 52' 40" West, 20.06 feet;

Thence North 0° 07' 20" East, 18.09 feet;

Thence South 89° 48' 01" West, 141.80 feet;

Thence North 0° 11' 59" West, 48.46 feet;

Thence North 89° 48' 01" East, 20.00 feet;

Thence South 0° 11' 59" East, 28.46 feet;

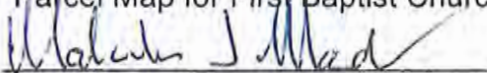
Thence North 89° 48' 01" East, 141.79 feet, to a point on the Westerly Right-of-Way line of Pentz Road, also being the true point of beginning.

Containing 4,168 square feet more or less.

See attached plat and being a part hereof.

Portion of APN: 053-082-023

The basis of bearings is between found monuments on the Northerly line of Parcel 4 of said "Parcel Map for First Baptist Church" as South 89° 44' 59" West.

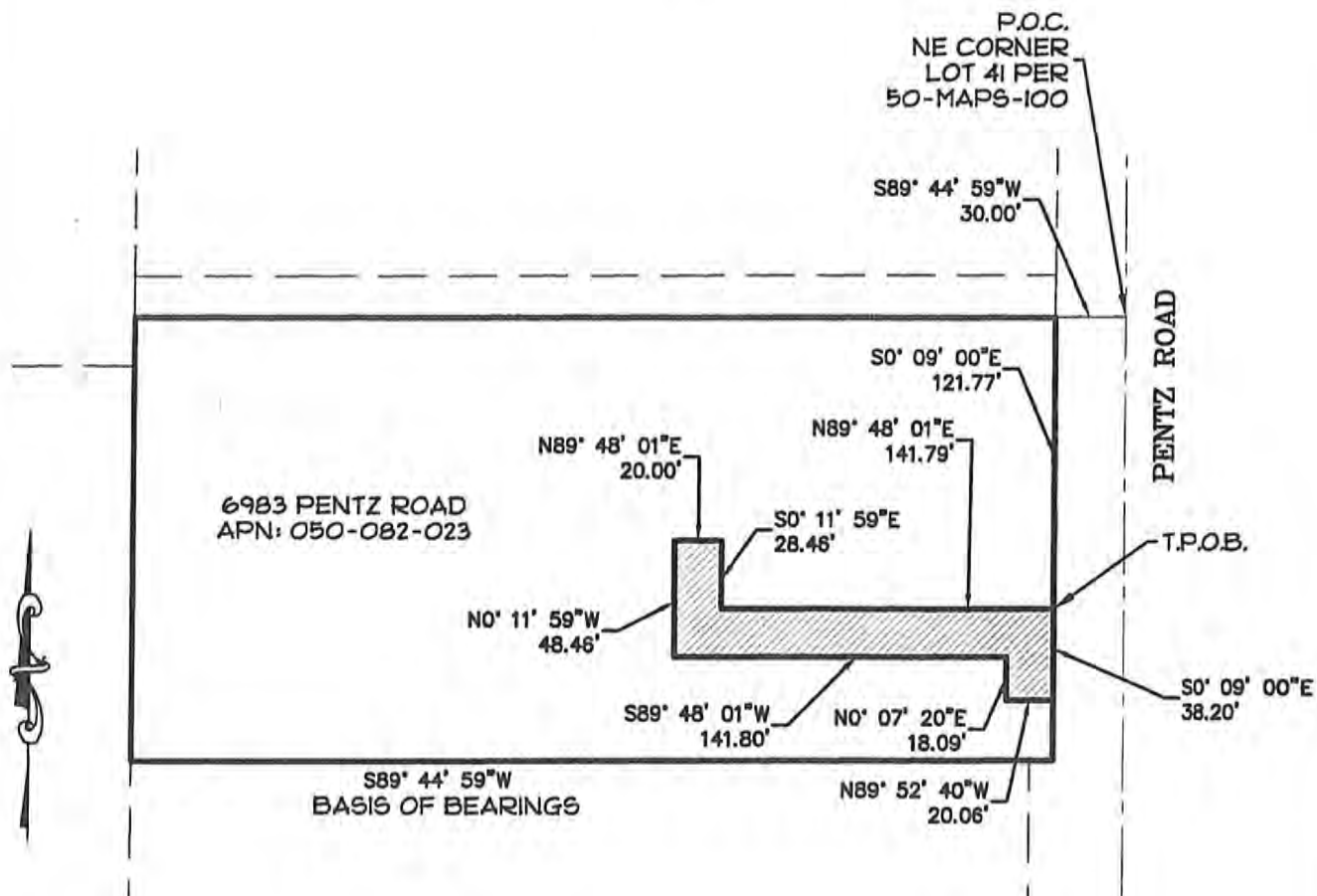


Date: 12/5/2023

Malcolm J. Macdonald, PLS 8218



EXHIBIT "A" CONTINUED WATERLINE EASEMENT TO PID



NOTES:

BASIS OF BEARINGS IS BETWEEN FOUND MONUMENTS ON THE NORTHERLY LINE OF PARCEL 4 OF BOOK 50 PAGE 100 BUTTE COUNTY MAPS, TAKEN AS S89° 44' 59" W.

T.P.O.B. TRUE POINT OF BEGINNING
P.O.B. POINT OF COMMENCEMENT



NEW EASEMENT AREA
4,168 SQUARE FEET



12/5/2023

DRAWN BY: JDG

DATE: 12/04/2023

SCALE: 1" = 80'

APPROVED BY: MJM

Waterline Easement
PROJECT:
NORTHWIND APTS.
6983 PENTZ ROAD
PARADISE, CA

Robertson Erickson

Civil Engineers and Surveyors
888 Manzanita Court, Suite 101
Chico, CA 95926
530-894-3500 894-8955 fax



Paradise Irrigation District

6332 Clark Rd, Paradise, CA 95969 · 530-877-4971 · Fax: 530-876-0483 · www.pidwater.com

DATE: March 13, 2024
TO: Board of Directors
FROM: Blaine Allen, District Engineer
**RE: Approval of Water Service Facilities Agreement for a New Pipeline at
1620 Cypress Lane for Cypress Housing – APN 050-140-155
3/20/24 Board of Directors Regular Meeting**

This agenda item is for board approval of the concept review for a new 6" water main through the property located at 1620 Cypress Lane. There will be multiple meters installed/replaced on this project and two new fire hydrants to be installed on the property. Staff has been working on the Water Service Facilities Agreement with the customer and request the Board of Directors grant authorization for the District Manager to enter into this agreement with the customer.

The developer disagrees with PID staff and council that this project is prevailing wage. Their attorney and ours have been going back and forth on indemnifying the District to insure we do not assume any liability should this be determined to require prevailing wage rates. Their attorney is firm in the belief that this is not a prevailing wage job.

The following language included in the Water Service Facilities Agreement was agreed upon by legal counsel for both parties:

The work to be performed under this Agreement is a public work as defined in Labor Code section 1720 (a) (2) & (3), to which section 1771 applies. Owner shall cause the work to be performed as a public work, unless it is exempt under section 1720 (c) (5) (E). OWNER agrees to defend, indemnify, and hold DISTRICT harmless from and against any prevailing wage claims, or related actions, in accordance with the broader indemnity provision set forth in Section 6, above. The prevailing rates of per diem wages are on file at the DISTRICT's office and are available upon request. Owner on behalf of itself and on behalf of its contractors, subcontractors, and agents agrees to comply with all applicable federal and state laws, regulations, ordinances, now or hereafter in effect including, without limitation, Labor Code sections 1720-1861 and California Code of Regulations, title 8, sections 16000-16414.

Action Requested:

"Approve Water Service Facilities Agreement with Mercy Housing California 113, L.P., A California Limited Partnership, and authorize the District Manager to execute the Agreement on behalf of the District in reference to a new pipeline at 1620 Cypress Lane for Cypress Housing."

**Recording Requested By And When
Recorded Mail To:**

PARADISE IRRIGATION DISTRICT
6332 Clark Road
Paradise, CA 95969-4146

Space above this line for Recorder's Use

This recording is for the public benefit pursuant to California Government Code §6103
PARADISE IRRIGATION DISTRICT

Documentary Transfer Tax: None

APN 050-140-151, 050-140-155, 050-140-160, 050-140-161, and 050-140-162

WATER SERVICE FACILITIES AGREEMENT

THIS AGREEMENT is executed this _____ day of _____, 2024, by and between PARADISE IRRIGATION DISTRICT, a public agency, hereinafter called DISTRICT; and MERCYHOUSINGCALIFORNIA 113,L.P.,ACALIFORNIALIMITEDPARTNERSHIP, owners in fee of real property located at 1623, 1626, and 1633 Cypress Ln., Paradise, APN 050-140-151, 050-140-155, 050-140-160, 050-140-161, and 050-140-162 hereinafter called OWNER.

RECITALS

This Agreement is made with reference to the following facts:

1. OWNER desires to construct the Cypress Apartments on that certain property in the Town of Paradise, County of Butte, State of California, located at 1623, 1626, 1633 Cypress Ln., Paradise, APN 050-140-151, 050-140-155, 050-140-160, 050-140-161, and 050-140-162 15.03 acres and more particularly described in Exhibit A, hereinafter called Project.
2. Project will require additional water service facilities including without limitation a water main extension, service laterals, in-line valves, fire hydrant, and a connection for a future fire suppression sprinkler system.
3. In order to serve the Project, certain improvements will be needed to the District's existing

distribution system, hereinafter called Improvement System.

4. OWNER is willing to design, engineer and install the Improvement System and the water components of the Project, at OWNER's expense, including off-site improvements.
5. DISTRICT is willing, upon satisfactory construction and dedication of the new facilities, to operate and maintain the Improvement System, and provide services to the Property comparable to services furnished by DISTRICT to other improvement systems that DISTRICT operates and maintains.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, it is hereby mutually agreed by and between OWNER and DISTRICT that:

1. The recitals contained herein are true and correct and are an integral part of this Agreement.
2. OWNER will: prepare and submit to DISTRICT for review all engineering calculations, plans, specifications, cost estimates, legal property descriptions, public utility easements; pay all fees; deliver all bonds; construct and pay for all facilities; and do all other work as required by the DISTRICT's Improvement Standards (attached and incorporated herein) to provide a complete and satisfactorily operational Improvement System for the Project. Improvement System shall be designed and constructed in compliance with the District's Improvement Standards and Standard Specifications, together with any and all amendments, revisions and updates thereto, and all other requirements of each and every governmental authority having any jurisdiction whatsoever in connection with the Project.

OWNER shall submit a construction schedule at least five days prior to the start of construction to assist DISTRICT in allocating staff and inspection resources.

3. COMPLIANCE WITH DISTRICT STANDARDS. OWNER agrees to comply with the DISTRICT's Improvement Standards and Standard Specifications as currently drafted and as the same may be amended from time to time by the District. If OWNER believes compliance with this Agreement and the Improvement Standards and Standard Specifications are impossible, impracticable, or uncertain given actual or perceived conflicts in the terms of those documents, OWNER will promptly notify DISTRICT of OWNER's concern. Upon notification, DISTRICT will promptly respond with its written interpretation and OWNER agrees to comply with such written interpretation.
4. CONVEYANCE TO DISTRICT. Upon satisfactory completion of the Improvement System, OWNER shall file a "Notice of Completion" with the County Recorder and shall offer to grant, transfer and assign, without additional consideration, all the Improvement System to DISTRICT free and clear of any and all encumbrances. OWNER shall guarantee and warrant Improvement System to be free of defects in materials and workmanship for a period of two years from the date of acceptance by DISTRICT. OWNER shall provide to

the DISTRICT the cost breakdown and total construction cost to OWNER of the water system being transferred to the DISTRICT at the time of conveyance. If OWNER fully and satisfactorily complies with this Agreement and offers a satisfactorily operating and constructed Improvement System, DISTRICT agrees to accept the Improvement System and facilities so offered, and to operate and maintain the Improvement System and to provide service to the Project served by the Improvement System on the same terms and conditions as other, similarly situated, properties within the DISTRICT, including any limitations on water availability.

5. OPERATION AND MAINTENANCE. DISTRICT operates, maintains and provides water service facilities to portions of the Town of Paradise. When Improvement System has been completed and transferred to DISTRICT for operation and maintenance, Improvement System shall be governed, operated, and maintained in all respects like any other improvement within the DISTRICT as provided by the applicable laws of the State of California and DISTRICT rules, regulations, and policies.

6. INDEMNIFICATION

- a. OWNER shall defend, indemnify, and hold DISTRICT and DISTRICT's agents, officers, and employees harmless from any and all claims, lawsuits, acts, costs (including reasonable attorneys' fees and expert witness fees), demands, or omissions arising out of or related to this Agreement, OWNER's performance or nonperformance of the terms and conditions of this Agreement and OWNER's or OWNER's agents' construction of the Improvement System or the Property.
- b. OWNER is not acting as a contractor, agent, official, or representative of DISTRICT in constructing or providing such water system improvements, or in causing such improvements to be installed. This Agreement provides for the transfer and assumption of responsibility for such water system improvements to be installed upon completion and upon performance of all terms of this Agreement to be performed by OWNER. The approval of the plans and specifications as presented by OWNER shall not be deemed as a warranty or guarantee by DISTRICT of proper design or proper specifications of materials or construction and does not guarantee eventual acceptance of the improvements by DISTRICT. DISTRICT specifically relies upon the design and specifications as prepared or caused to be prepared by OWNER as being in keeping with the requirements of DISTRICT, as being in accordance with the conditions of the geography, and as having specific materials and equipment of the highest practicable quality and character.
- c. OWNER agrees that DISTRICT is not by inspection of the construction or installation of the improvements representing OWNER or providing a substitute for inspection and control of work by OWNER. OWNER agrees that any inspections and observations of

the work by DISTRICT are for the sole purposes of providing notice of the stage and character of the work. OWNER agrees that the failure of the DISTRICT to note variances from the plans and specifications for the project does not excuse or exempt OWNER from complying with all terms of these plans and specifications.

7. **ASSIGNMENT** The rights and obligations under this Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the parties hereto, but OWNER shall not assign its interest or any part thereof without the prior written consent of DISTRICT, which consent may be withheld for any reason. Any such assignment by OWNER shall not act as a novation relieving OWNER of obligations under this Agreement. Each individual OWNER and all possible future assignees of this Agreement shall be jointly and severally responsible for implementing the terms of this Agreement.
8. **DISTRICT COSTS** In accordance with the Improvement Standards, OWNER will pay all costs directly related and incidental to DISTRICT's review of calculations, plans, specifications, cost estimates, property descriptions, right-of-ways and permits for the complete Improvement System and will pay all costs associated with the construction, inspection, permits, licenses, bonds, administration, and plan check fees.

Prior to commencing construction OWNER shall deposit inspection fees with DISTRICT in accordance with the DISTRICT's Improvement Standards. It is estimated that this deposit will cover the actual cost of inspections. Should additional costs be incurred, OWNER also agrees to pay within thirty (30) days after receipt of billing all DISTRICT costs associated with the Improvement System. DISTRICT may contract with an engineering firm to provide inspection, testing or other services and charge the direct billings plus ten percent (10%) for DISTRICT's overhead. DISTRICT's personnel will be charged out at the rate of direct time (based on salary) x 1.5 plus expenses such as mileage, soil testing, etc.

In the event OWNER fails to pay DISTRICT costs associated with the Improvement System in a timely manner, inspection of the work will be stopped. DISTRICT will not accept work that has not been inspected and will not initiate water deliveries until inspection is completed and facilities are accepted by DISTRICT. Any facilities installed without being inspected will automatically be rejected and will be required to be re-installed in the presence of the inspector.

9. The work to be performed under this Agreement is a public work as defined in Labor Code section 1720 (a) (2) & (3), to which [section 1771](#) applies. Owner shall cause the work to be performed as a public work, unless it is exempt under section 1720 (c) (5) (E). OWNER agrees to defend, indemnify, and hold DISTRICT harmless from and against any prevailing wage claims, or related actions, in accordance with the broader indemnity provision set forth in Section 6, above. The prevailing rates of per diem wages are on file at the DISTRICT's office and are available upon request. Owner on

behalf of itself and on behalf of its contractors, subcontractors, and agents agrees to comply with all applicable federal and state laws, regulations, ordinances, now or hereafter in effect including, without limitation, Labor Code sections 1720-1861 and California Code of Regulations, title 8, sections 16000-16414.

10. **WATER FEES** Service capacity, meter installation, expansion, and any other applicable rates and fees, are due and payable at the time service is requested. OWNER is advised to confirm these fees and charges with DISTRICT's Customer Service Department.

DISTRICT reserves the right from time to time to establish new fees or modify existing fees. Applications for service connections shall not be made until after acceptance of the Improvement System by DISTRICT's Board of Directors.

11. **DROUGHT: LOW-FLOW FIXTURES** OWNER acknowledges that it will comply with the District's water conservation program, including possible future amendments, and agrees to conscientiously and conservatively utilize District water supplies while designing and constructing the Improvement System and Project. OWNER agrees to install or have installed low-flow fixtures as required by the State of California standards taking effect on January 1, 2016, including, but not limited to, maximum flow rates of 2.0 gpm for showerheads, 1.2 gpm for lavatory faucets, 0.5 gpm for public lavatory faucets, 1.8 gpm for kitchen faucets, and maximum gallons per flush of 1.28 gpf for all water closets and 0.125 gpf for wall mounted urinals.

12. **TERM OF AGREEMENT** At the DISTRICT's discretion, this Agreement may terminate twenty-four (24) months from the date of execution if construction of the Improvement System has not been completed, unless DISTRICT's Board of Directors has previously granted an extension of time. If the OWNER has not completed the work within twenty-four months of the date of this agreement, DISTRICT has the right to call the security for faithful performance and complete the work, in accordance with the Improvement Standards. This Agreement shall become null and void upon acceptance of the Improvement System by the DISTRICT, excepting those provisions relating to indemnification and warranty and the continuing activities of providing and receiving services through the completed improvements. This agreement can be terminated at any time by mutual agreement of OWNER and DISTRICT.

13. **ENTIRE AGREEMENT** This instrument, including attachments, contains the entire Agreement of the parties. It may not be changed orally. It may be changed in writing signed by the party(ies) against whom enforcement of any waiver, changes, modification, extension, or discharge is sought. The parties shall promptly do all acts and execute and deliver all instruments required or convenient to carry out the purpose and intent thereof.

This agreement applies to the facilities as submitted for plan review. Any future additions, extensions or modifications to the original system must be covered by a separate agreement.

14. SIGNATURE AUTHORITY Each person signing on behalf of a corporation, trust, partnership, or other business entity represents and warrants that they have authority to sign on behalf of such entity and to bind that entity to the terms and conditions contained herein.

15. NOTICES All notices and demands or other communications under this Agreement shall be in writing and shall be given by one party to the other at the following addresses for each:

OWNER

MERCY HOUSING CALIFORNIA 113, L.P.
2512 River Plaza Drive, Suite 200
Sacramento, CA 95833

DISTRICT

PARADISE IRRIGATION DISTRICT
6332 Clark Road
Paradise, CA 95969-4146

Any such notice or other communication shall be deemed delivered on the day on which it is mailed by certified mail or, in the case of any such notice or other communications not mailed by certified mail, on the date of actual delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Recommended for approval by DISTRICT MANAGER on _____, 2023.

DISTRICT

PARADISE IRRIGATION DISTRICT

By _____
Tom Lando, District Manager

ATTEST:

Secretary

OWNER

By: Mercy Housing California 113 LLC,
a California limited liability company,
its general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit
corporation its sole member/manager

Richard C. Ciraulo, Vice President

By:

Print or Type Name and Title

SIGNATURES MUST BE NOTARIZED

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY
EXHIBIT B: DISTRICT'S IMPROVEMENT STANDARDS
EXHIBIT C: INSURANCE REQUIREMENTS

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWN OF PARADISE, COUNTY OF BUTTE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel One (PARCEL B-I):

Being a portion of Parcels A and B as described in that certain Grant Deed, recorded under Document Number 1992-0016273, Butte County Official Records, and a portion of Parcel 1 and Lot 1 as shown on that certain Parcel Map, filed for record in Book 115 of Maps at Page 18, Butte County Official Records, and a portion of that real property described in that certain Grant Deed, recorded under Document Number 1992-18005, Butte County Official Records, and being more particularly described as follows:

COMMENCING at the northwesterly corner of said Parcel B;

Thence, along the northerly boundary of said Parcel B, South 80°10'11" East, 93.62 feet to the TRUE POINT OF BEGINNING;

Thence, leaving the northerly boundary of said Parcel B, South 20°56'17" West, 220.80 feet to a point on the westerly extension of the most southerly line of said Parcel A;

Thence, along said most southerly line of said Parcel A, and its westerly and easterly extensions, North 89°44'28" East, 285.63 feet;

Thence, leaving the most southerly line of said Parcel A, and its westerly and easterly extensions, South 177.34 feet; Thence, North 90°00'00" West, 315.72 feet;

Thence, South 0°04'46" West, 284.17 feet;

Thence, South 89°59'27" East, 366.02 feet;

Thence, South 0°02'39" West, 347.65 feet to a point on the southerly line of said Lot 1 as shown on Book 115 of Maps at Page 18, said point bears North 89°41'50" East, 57.03 feet from the southwest corner of said Lot 1;

Thence, along the southerly line of said Lot 1, North 89°41'50" East, 272.80 feet to the southeast corner of said Lot 1; Thence, along the easterly boundary of said Lot 1, North 0°05'31" East, 813.90 feet;

Thence, continuing along the easterly boundary of said Lot 1, North 89°44'23" East, 50.00 feet;

Thence, continuing along the easterly boundary of said Lot 1, North 0°05'54" East, 514.42 feet to the northeast corner of said Lot 1;

Thence, along the north line of said Lot 1, South 89°48'31" West, 354.87 feet to the northwest corner of said Lot 1; Thence, along the westerly boundary of said Lot 1, South 0°03'55" West, 353.82 feet to the northeast corner of said Parcel B described in Document Number 1992-016273;

Thence, leaving the westerly boundary of said Lot 1, along the northerly boundary of said Parcel B, North 80°10'11" West, 229.45 feet to the Point of Beginning.

Further described as Parcel B-I in the Certificate of Lot Merger recorded December 20, 2023 as Document No. 2023-0033102 in the Official Records of Butte County.

Parcel Two (PARCEL B-II):

A 60.00 foot wide, non-exclusive access and public utilities easement over Cypress Lane, as shown on that certain Parcel Map, filed for record on February 28, 1989, in Book 115 of Maps, Page 18, Butte County Official Records.

EXCEPTING THEREFROM all that portion lying within the bounds of Parcel B-I, described herein.

Parcel Three (PARCEL B-III):

Being a 15 foot wide easement for installation and maintenance of a drain lying 7.5 feet on each side of the following described centerline:

Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 12 , Township 22 North, Range 3 East, M.D.B. & M., and thence following along the westerly boundary line of said Northeast quarter of the Northeast quarter of said Section 12, South 0° 04' 58" West for 128.26 feet to the TRUE POINT OF BEGINNING for the herein described easement centerline; thence from said true point of beginning, North 84° 09' 02" West for 52.63 feet to join with an underground drain line placed along a natural drain ditch.

Parcel Four (PARCEL B-IV):

A 15 foot wide non-exclusive easement for drainage purposes lying 7.5 feet on each side of the following described centerline:

BEGINNING at the northwest corner of Lot 1, as shown on that certain Parcel Map, recorded in the Office of the Recorder of the County of Butte, State of California, on February 28, 1989, in Book 115 of Maps, at Page(s) 18; thence South 0° 04' 58" East along the westerly boundary of said Lot 1 as shown on said Parcel Map, 161.17 feet to the TRUE POINT OF BEGINNING of the herein described easement centerline; thence North 31°09'36" West, 37.72 feet more or less to a point in the centerline of a 15 foot easement lying within Parcel 2 as shown on said Parcel Map, and the end of the herein described centerline.

The sidelines of the above-described easement are to be lengthened or shortened to terminate in the westerly boundary of said Lot 1 and the Southerly sideline of said drainage easement as shown on said Parcel Map.

Parcel Five (PARCEL B-V):

A 15 foot wide non-exclusive easement for water meters, water valves and water line purposes lying 7.5 feet on each side of the following described centerline:

BEGINNING at the northwest corner of Lot 1 as shown on that certain map entitled "Boundary Line Modification via Parcel Map for Benjamin Filer", being a portion of the northeast quarter of Section 12, Township 22 North, Range 3 East, M.D.B. & M. filed with the Recorder of Butte County, California, on February 28, 1989 under Book 115 of Maps at Page 18 and the TRUE POINT OF BEGINNING of the herein described easement centerline; thence South 0° 04' 58" West, 455.11 feet along the westerly boundary of said Lot 1, as shown on said Filer Map, to the northerly right of way of Cypress Lane as shown on said Filer Map and the end of the herein described centerline.

The sidelines of the above described easement are to be lengthened or shortened to terminate in the northerly boundary of Parcel 2 and Lot 1 and the northerly right of way of Cypress Lane as shown on said Filer Parcel Map.

EXCEPTING THEREFROM all that portion lying within the bounds of Parcel B-I, described herein.

Parcel Six:

Non-exclusive easements in favor of the Phase I Owner for the benefit of the Phase I Property, over the Phase II Property, as described in that certain "Declaration Providing For Reciprocal Easements, Joint Use and Maintenance", recorded January 16, 2024, as Recording No. 2024-0002475, of Official Records.

Parcel Seven:

A 15 foot wide non-exclusive easement for drainage purposes lying 7.5 feet on each side of the following described centerline:

Beginning at the Northwesterly corner of Lot 1, as shown on that certain Parcel Map recorded in the Office of the Recorder of the County of Butte, State of California, on February 28, 1989, in Book 115 of Maps, at Page 18; thence South 0° 04' 58" East along the westerly boundary of said Lot 1 as shown on said Filer Map, 161.17 feet to the True Point of Beginning of the herein described centerline easement; Thence North 31° 09' 36" West, 37.72 feet more or less to a point in the centerline of a 15 foot easement lying within Parcel 2 as shown on said Filer Parcel Map, and the end of the herein described centerline drainage easement.

The sidelines of the above described easement are to be lengthened or shortened to terminate in the westerly boundary of said Lot 1 and the southerly sideline of said drainage easement as shown on the said Filer Parcel Map.

EXHIBIT B

PARADISE IRRIGATION DISTRICT IMPROVEMENT STANDARDS FOR WATER SYSTEMS PLANNING AND DESIGN

ADOPTED NOVEMBER 20, 1996

Amendments:

§500 - May 21, 1997

§1003 - June 17, 1998

Revisions:

§ 600 - October 21, 1998

§ 200 – February 2, 2000

§ 200 - § 1000 – December 17, 2003

§ 500 – February 2, 2005

§ 400 – June 15, 2005

§400 – November 30, 2005

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SECTION 100 DEFINITIONS AND TERMS

101 Introduction. These Improvement Standards shall govern general project requirements and procedures, project design, preparation of plans and specifications, review procedures, inspection procedures, and all other work in connection with improvements and private works to be dedicated to the public and accepted by the **PARADISE IRRIGATION DISTRICT(PID)** for operation and maintenance.

It is recognized that it is not possible to anticipate all situations that may arise or prescribe standards applicable to every situation. Therefore, any items or situations not included in these Standards shall be resolved in accordance with the best professional engineering practice.

102 General. Whenever the following terms, titles or abbreviations are used in these Standards, or in any other document or instrument where this Standard governs, the intent and meaning shall be as herein defined.

103 Definitions:

Acceptance. The formal written acceptance by PID of an entire contract which has been completed in all respects in accordance with the plans and specifications and any modifications thereof previously approved.

Agreement, Water Service Facilities Agreement. The formal Agreement between PID and the Owner setting forth those mutual conditions, procedures and requirements in connection with improvements and private works to be dedicated to the public and accepted by PID for operation and maintenance.

Annexation. The inclusion of property within PID boundaries by proper legal procedures.

"As-Built" Plans. Original plans signed and dated by the Consulting Engineer indicating that the plans have been reviewed and revised, if necessary, to accurately reflect all "As-Built" construction details.

Board. The Board of Directors of the PARADISE IRRIGATION DISTRICT.

Capacity Fee. Where it is impractical to construct required improvements and/or where, in the opinion of PID, it is more practical to expand existing PID facilities rather than construct new improvements, the Owner shall pay an "in-lieu" fee based on the estimated or actual cost of the required expansion of said facilities. A "capacity" fee also may be applicable where an Owner makes use of existing PID facilities which have been sized to include such development and in which the development has not previously participated in the cost thereof.

Consulting Engineer. Any individual, partnership, firm or corporation legally authorized to practice civil engineering in the State of California who prepares or submits improvement plans and specifications to PID for acceptance.

Contractor. Shall mean any individual, partnership, firm or corporation licensed in the State of California to perform the type of work involved, who has entered into a contract with any individual, partnership, firm, corporation, special district, or PID, as party or parties of the second part, or his or their legal representatives, for the construction of any improvement or portions of any improvement within PID.

All Contractors performing work, for PID or on projects to be deeded to PID, must hold an up to date, valid type "A" contractors license.

County. The County of Butte State of California.

Cut Sheets. Cut sheets are sheets of tabulated data, indicating stationing, structures, fittings, angle points, curve data, slope, staking offset, elevations, offset cuts and depth.

Developer. Any individual, partnership, firm or corporation by whom the Consulting Engineer has been retained or who, as the property owner, is making arrangements with PID.

Distribution Line. A public water supply line which has been or is to be constructed to distribute water to more than one service.

District, or "the District". The PARADISE IRRIGATION DISTRICT

Dwelling Unit. That individual, residential unit wherein a single family does, or could, reside.

Easements. Easements are areas along the line of all public utilities which are outside of dedicated utility easements or rights-of-way and shall be prepared on PID approved forms granting rights along the line of the utility to PID.

Final Plan Acceptance. The stamp on the plans signed and dated by the District Engineer indicating that plans have been reviewed by PID and released for construction.

General Manager. The executive officer of PID, also referred to as "the Manager".

Improvement(s), or Improvement Systems. Those utility systems, or portions of utility systems, as designated in the Agreement, to be dedicated to the public and accepted by PID for operation and maintenance.

Improvement Standards. See "Standard".

Inspector. The engineering or technical personnel authorized to act as agents for PID's Engineer in the inspection of work covered by the approved plans and specifications, limited to the particular duties entrusted to said inspector(s).

Owner. Any individual, partnership, firm or corporation holding any interest in real property as recorded in the Official Records of the Office of the Recorder of Butte County.

Parcel Number. Parcel number shall mean the assessor's parcel number (APN) as assigned by the Butte County Assessor.

PID. The PARADISE IRRIGATION DISTRICT.

PID Engineer. PID Engineer is also Ex-Officio PID Engineer of PID for which work will be done under these Standards acting personally or through agents or assistants duly authorized by PID's Engineer also known as District Engineer or Chief Engineer.

Plans. Construction plans, including system maps, plans and profiles, cross sections, detail drawings, etc., or reproductions thereof, approved or to be approved by PID's Engineer which show the location, character, dimensions and details for the work to be done and which constitute a supplement to the Standard Specifications. "Drawings" and "Plans" may be used interchangeably

Planning Reviewed. Plans stamped "Planning Reviewed", dated and signed by PID's Engineer, indicates that the plans have been reviewed and released for design, based on submitted drawings.

Right-of-Way. All land or interest therein which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved for, or dedicated to, the use of the general public, within which PID shall have the right to install, reconstruct and maintain its facilities.

Service or Water Service. The District owned and maintained portion of the water service line which links the water plumbing of a house or building with the distribution line. This publicly owned portion of the service line is normally one (1) inch in diameter and normally extends from the distribution line to the meter box and includes the meter and customer service valve at the property line or right-of-way line.

Special Conditions. The special conditions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications.

Specifications. The word "Specifications" shall mean the Paradise Irrigation District Standard Specifications, Special Conditions and all subsequent additions, deletions or revisions thereto of the Contract, together with all addenda and change orders issued with respect thereto for the work to be done and which constitute a supplement to the Plans.

Standard, or Improvement Standards. as contained herein and all subsequent additions, deletions or revisions thereto.

Standard Drawings. The plans, drawings, etc., of structures, devices or details commonly used on PID work, adopted by PID, and made a part of these Standards and/or the Standard Specifications.

Standard Specifications. The Standard Specifications adopted by PID and all subsequent additions, deletions or revisions thereto. See Specifications for definition.

Structures. Those structures or devices designated on the standard drawings as manholes, vaults, pressure reducing stations, air relief stations, etc. Detailed drawings of structures or devices commonly used in PID work and mentioned in these Standards are included in the Standard Specifications.

The term "structures" also includes those special buildings, pumping stations, treatment units, etc., as required and as shown on the drawings.

Subdivision. That certain real property for which the Owner has entered into an agreement with PID in connection with improvements and private works to be dedicated to the public and accepted by PID for operation and maintenance. As defined herein, subdivision shall include all such real property as described in said agreement, whether or not said real property is as defined as a subdivision in Town's "Subdivision and Land Division Regulations", or the State Subdivision Map Act, as may be amended.

Town. The incorporated Town of Paradise.

Transmission Line. A public water supply line which has been or is to be constructed to transmit water to more than one distribution line and is normally ten (10) inches or greater in diameter and to which services are not normally connected.

Work. All the improvements to be done under PID permit, or inspection, whether in or out of contract, in accordance with the plans, specifications, special provisions and/or permit conditions.

SECTION 200

GENERAL PROJECT REQUIREMENTS AND PROCEDURES

201 Project Costs. For projects that alter or extend the PID system, the complete cost of the project is the responsibility of the project Owner, except as specifically contained in the Water Service Facilities Agreement. This shall include costs directly incurred by the Owner for engineering, permitting, and construction, as well as costs incurred by the District (in connection with the project) for plan checking, inspection and review, and for District services provided by work order.

202 Agreement. The Owner shall enter into a formal Agreement with PID, setting forth mutual conditions, procedures and requirements in connection with improvements and private works to be dedicated to the public and accepted by PID for operation and maintenance. The form of the Agreement shall be as provided by PID. No review of plans shall be made until such Agreement has been executed.

The Agreement shall become null and void upon the expiration of the Tentative Map, (or the expiration of two [2] years if there is no map), unless the bonds required under Section 402 (Performance and Payment Bonds) have been filed with PID or the Board has previously granted an extension of time. The Agreement shall also become null and void upon acceptance of the facilities for operation and maintenance by the Board, except as to provisions for indemnification by the Owner, continuing operation and maintenance by PID, and PID's right to set rates and fees.

203 System Adequacy. The Owner shall be responsible for construction of a complete improvement system as generally described below. A complete system, as defined, shall extend the system across the entire extent of the Owner's property. In the case of subdivisions, a complete system shall be adequate to provide service to all of the subdivision once that subdivision has been fully developed.

Off-site improvements may also be necessary to provide an appropriate level of service to the project and to facilitate the safe and orderly development of the area. Where water main extensions, including off-site improvements, extend water service contiguous to other properties, the Owner may be eligible for reimbursement for the pro-rata cost of facilities serving these other properties at such time as service to these properties is requested from the District.

A complete improvement system shall include, but not necessarily be limited to, the following: all transmission and distribution lines, service lines, pressure systems, hydrants, pumping facilities, and related works to provide domestic water from PID's existing system. If water supply is not from PID's existing system the complete system shall also include water supply, treatment and storage facilities as further defined in these standards.

In special cases the District may elect to defer construction of facilities. If deferment is allowed, the Owner will be required to enter into a Future Pipeline Agreement to ensure

payment of the pro-rata share of improvements serving the owner's property. If an easement must be secured from the Owner for the anticipated future facility construction, the Owner will also be required to provide the District with an Irrevocable Offer of Dedication for the future pipeline easement.

204 Conveyance to PID. Upon completion of the improvement system as designated in the Agreement and its approval by the Board of PID, the Owner shall grant, transfer and assign to PID all of the improvement system, including, but not limited to, all necessary easements and rights-of-way, **free and clear of any encumbrances.**

In consideration of the performance by the Owner and said transfer, PID will accept said improvement system and facilities so transferred to it, and thereafter operate and maintain said improvement system and provide system services to the owners of real property in the subdivision served by the improvement system in accordance with its then-current rate schedule and thereafter as said schedule is amended from time to time. It is understood, however, that the cost of operation and maintenance may exceed the charges made to improvement system users on the current, appropriate rate schedule and the schedule may from time to time be changed. In such case, it may be necessary to impose an assessment, tax and/or a standby fee for vacant lots or parcels within the service area, pursuant to applicable provisions of law, as part of a District-wide rate structure.

205 Operation of Improvements. When the subdivision has been improved as contemplated in the Agreement and the Improvement System turned over to PID and accepted for operation and maintenance, the system shall thereafter be governed in all respects as provided by the applicable laws of the State of California.

The Agreement is not intended to, nor shall it have, any effect whatsoever upon the existence, operation or affairs of the PID, which at all times shall be governed and operated in accordance with the laws under which it was organized and all other laws of the State of California as they may be changed from time to time.

SECTION 300 GENERAL DISTRICT POLICIES

301 Engineering Policy. The engineering policy of PID requires strict compliance with the Civil and Professional Engineers Act of the California Business and Professions Code. All plans, calculations, specifications, cost estimates, reports or documents shall be prepared by, or under the direction of, a registered civil engineer, and shall be signed by said engineer and stamped with engineer's seal to indicate engineer's responsibility for them. Electrical plans, calculations, specifications, cost estimates, reports or documents shall be prepared by, or under the direction of, a registered electrical engineer and shall be signed by said engineer and stamped with engineer's seal to indicate engineer's responsibility for them.

It shall be the Consulting Engineer's responsibility to review any proposed improvement, extension and/or existing system change with PID, prior to engineering or design work, to determine any special requirements or whether the proposal is permissible.

302 Annexation Policy. (See Paradise Irrigation District Annexation of Lands to District or Reorganization Including Annexation Application and Procedures Guide.)

303 Right-of-Way Policy. The right-of-way policy requires that all public water line facilities be in easements or rights-of-way granted or dedicated therefore or for public use. In the case of public roads further dedication is not necessary unless specifically required. All new easements must be granted or dedicated to PID unless PID specifically approves otherwise (see Section 600).

Treatment plant sites, pumping station sites, storage tank sites and sites for similar major facilities shall be granted to PID in fee title and recorded in PID's name.

The cost of all such easements, rights-of-way, fee title sites, etc., shall be borne entirely by the Owner.

304 Condemnation Policy. When a public water line must pass through private property and a right-of-way cannot be obtained through negotiation with the property owner, PID may, under certain conditions, order condemnation of the required easement. If condemnation by PID is desired, the following will be required:

Submit complete construction plans, a detailed easement plan, listing of all legal owners, legal description of each parcel including total acreage and a letter to the Board explaining the situation and stating that all reasonable means to acquire the easement through normal procedures have been exhausted, that no agreement could be reached and requesting the Board to order condemnation.

If condemnation is ordered by PID, duplicate tracing of the easement map shall be submitted showing the entire easement, temporary working easement and affected properties and a description of easement and temporary working easement including

correct and complete name and address of vested owner(s) of the property or other interests shall be furnished.

All costs of the condemnation shall be borne by the applicant. There shall be a minimum of two thousand five hundred dollars (\$2,500) deposited with PID prior to any action.

305 Department of Real Estate Statement. Should the Owner request PID to issue a statement to the California Department of Real Estate describing water service available to a subdivision and should said request be made prior to completion and acceptance by PID of the improvement system, the bonds or letters of credit required under Section 402 (Performance and Payment Bonds), and all other fees required under Section 401 (Review and Inspection Fees) shall be submitted concurrently with said request.

306 Fencing. PID requires that every effort be made to protect its facilities from theft, vandalism, unauthorized entry, etc. Exposed mechanical sites, including but not limited to storage tanks, treatment plants, pumping stations, etc., shall be enclosed in a chain link fence with or without redwood pickets and with wire extensions barbed wire and/or razor at the option of PID. Gates shall allow vehicular access.

All PID property shall be fenced along the property line and shall be signed as to its intended use and prohibiting general public access.

307 Lighting. All mechanical areas, doorways and stairs shall be adequately lighted for night operation and maintenance. Lighting normally will be controlled by automatic light sensors or timers with manual override switching.

SECTION 400 FEES AND BONDS

401 Review and Inspection Fees. The Owner will pay all costs incidental to PID's review of calculations, plans, specifications, cost estimates, property descriptions and right-of-ways, permits and for the complete improvement system and will pay all costs incidental to the construction inspection, permits, licenses, bonds, administration and the preparation of "As-Built" drawings. All fee *deposit* calculations shall be rounded to the nearest whole dollar amount.

A. Planning Review Fees. Concurrently with the submittal of calculations, plans, specifications, cost estimates and legal property descriptions to PID for conceptual review, the Owner will advance in cash or check funds for Planning Review and the Plan Checking Fee Advance calculated in accordance with the following schedules:

Planning Review - Concept Acceptance (non - refundable)

1. Parcel Maps \$100
2. Subdivision Maps \$250

Plan Checking Fee Advance

<u>Preliminary Construction Estimate</u>	<u>Plan Checking Fee Advance Amount</u>
Less than \$10,000	5% of estimate (\$250 minimum)
\$10,000- \$100,000	1% of estimate (\$500 minimum)
Greater than \$100,000	3/4% of estimate (\$1,000 minimum)

The project will not be submitted to the Board for Concept Review until the Planning Review Fee and Plan Checking Fee Advance have been paid.

In the event that plan checking costs exceed the deposit amount during project review, an additional deposit may be required to cover the additional costs. If the Owner is not current with PID invoicing, PID may discontinue all review services to the Owner. Any excess amounts shall be credited to the Owner's inspection fee account at the time of billing.

B. Inspection Fee. Concurrently with the submittal of the bonds or letters of credit required to guarantee completion and payment of the complete improvement system, the Owner will advance in cash or check an Inspection Fee Deposit calculated in accordance with the following schedule. PID must receive the Inspection Fee Deposit

and completed Water Service Facilities Agreement before the plans will be "Released for Construction".

Final Construction Estimate

Inspection Fee Deposit

- | | |
|---------------------------|----------------------------------|
| 1. Less than \$10,000 | 7.5% of estimate (\$100 minimum) |
| 2. \$10,000-\$125,000 | 4% of estimate (\$750 minimum) |
| 3. Greater than \$125,000 | \$5,000.00 |

In the event that inspection costs exceed the deposit amount during project construction, an additional deposit may be required to cover the additional costs. If the Owner is not current with invoicing, PID may discontinue all inspection services to the Owner. All construction activity shall cease until the Owner is current with invoicing.

PID shall hold the Inspection Fee Deposit until satisfactory final inspection of the improvement system.

402 Performance and Payment Bonds. As a condition of letters to the State Department of Real Estate or commitment to provide service, and to ensure completion of and payment for the Improvement System in accordance with the approved plans and specifications, the Owner will provide and deliver to PID **prior** to the plans being "Released for Construction", a Performance Bond and a Payment Bond, each issued by a surety company authorized to do business in the State of California and acceptable to PID. Each bond shall be in the amount of 100% of the **final estimate** of the construction costs for the complete Improvement System. As an alternative to providing the Performance Bond and Payment Bond, the Owner may provide an irrevocable letter of credit issued by a banking firm acceptable to PID in the amount of 110% of the **final estimate** of the construction costs for the complete Improvement System. The Bonds or irrevocable letter of credit will guarantee completion of and payment for the Improvement System contemplated in the Agreement in accordance with the approved plans and specifications. The Bonds or irrevocable letter of credit shall remain in full force and effect until such time as the Improvement System is accepted by PID. PID will permit the conversion of a Performance Bond to a Maintenance Bond.

403 Maintenance Bond. As a condition precedent to the acceptance of the complete improvement system, the Owner shall furnish either a corporate surety maintenance bond of an acceptable surety company, authorized to do business in the State of California, or an irrevocable letter of credit issued by a banking firm acceptable to PID. Alternative methods of bonding may be utilized upon the approval of the PID Board of Directors. The bond shall protect PID against the results of faulty materials, poor workmanship, or defective equipment. The bond shall be for a period of **two (2) years** after acceptance of the project. Said bond or letter of credit shall be in a sum as shown in the table below:

<u>Project Construction Costs</u>	<u>Percentage</u>
1. Up to \$100,000	40
2. \$100,000.00 to \$1,000,000	30
3. Greater than \$1,000,000	20

SECTION 500 PROJECT REVIEW AND ACCEPTANCE

501 General. The Owner will submit to PID all engineering calculations, plans, specifications, cost estimates and property descriptions designed to provide a complete Improvement System within the development in accordance with these Improvement Standards, the Standard Specifications of PID, the executed Agreement, and any other appropriate and necessary governmental authorities.

See Section 1000, Design Criteria for Water Systems, for specific requirements.

502 Planning Review-Concept Review Fee. The Planning Review Fee shall be paid to PID prior to any project review.

PID will make available for review any existing drawings, studies or other data necessary for the Owner to develop plans for submittal. In the event the Owner needs additional PID assistance, PID and the Owner will identify scope of work and the Owner will advance funds to cover work performed by PID.

503 Planning Review - Concept Review. The purpose of the Planning Review is to evaluate overall project general concepts, to determine approximate location and sizing of major system components, the effect of the project on adjacent improvements and areas, to estimate preliminary project costs and to establish general project feasibility. When submitting plans for Planning Review, three (3) complete sets of plans, engineering calculations (including projected water demands for domestic and irrigation uses), etc., shall be submitted with sufficient detail to determine general sizing and arrangement of major components and the general organization and design of the project as a whole. When the project includes installation or upgrade of fire hydrants, a plan set bearing Paradise Fire Department approval of hydrant locations and required fire flow must also be submitted. Generally, plans submitted will be based on the "system maps" and will become part of the Final Plans.

A print of the approved tentative subdivision or parcel map and a copy of the Town of Paradise Planning Commission Conditions shall be included with each set of improvement plans submitted.

The submitted plans will be reviewed by PID staff and, if there are no required and/or recommended revisions, the plans will be granted "**Conceptual Approval**" (this is not approval for construction). However, if there are required and/or recommended revisions, they will be noted on the plans, etc., and one (1) set will be returned to the Consulting Engineer for necessary revisions and resubmittal. Conceptual Approval shall become void six (6) months from the date of approval unless plans have been submitted for Plan Checking and the Water Service Facilities Agreement has been executed.

For projects of limited scope, PID staff may designate the project as a "Special Project." Special Projects are handled at the staff level only. See Section 511 for details on Special Projects.

504 Water Service Facilities Agreement. The Owner will enter into a Water Service Facilities Agreement with PID on all property where service is being requested. The Agreement shall state and provide for design, engineering and installation of a complete water system at the expense of the Owner; and thereafter, the system will be owned, operated, maintained and served by PID.

The Agreement will provide for, but not be limited to, provisions for the Owner to prepare and submit to PID for review all engineering calculations, plans, specifications, cost estimates, property descriptions, pay all fees, deliver all bonds, construct and pay for all facilities, and do all other work as required to provide a complete Improvement System within the development. The Improvement System is to be constructed in compliance with these Improvement Standards, and the Standard Specifications, together with any and all amendments thereto, and all other requirements of each and every governmental authority having jurisdiction over the development.

The Agreement shall provide that at the time of completion, the system shall be granted, in its entirety, free and clear of any and all encumbrances, to PID. Upon acceptance of the system, PID will charge monthly fees to the users and impose or raise fees in order to operate and maintain the system.

The Water Service Facilities Agreement will be drafted by District staff and agendized for review and approval by the District Board of Directors. Within the Agreement the Board may impose special conditions for the conservation of water due to limited water supplies, provisions for cost sharing and reimbursement, etc. Where a project involves annexation of land to the District, the Annexation Agreement may take the place of the Water Service Facilities Agreement and contain provisions for the construction of water service facilities.

505 Easements. Grants of Easements to PID shall be prepared on forms provided by PID and obtained by the Owner for all installations on off-site private property. The Grant of Easement, properly signed and notarized, and the original right-of-way description, shall be submitted to PID for acceptance and recording prior to "Release for Construction".

506 Geological Investigation. Due to the inherent hazards involved in excavation, trenching and pipe laying in certain formations within PID the right is reserved to require a geological investigation and report prior to the Release for Construction. In general, locations on steep side hills, locations in areas of established instability, locations in known fault or slip zones, spring or seepage areas or areas where concentrated or unusual development exists or is planned, shall be investigated and construction controlled by the recommendations contained in the geological report.

507 Final Review - Release for Construction. When submitting plans for review for construction, four (4) complete sets of prints shall be presented. All easement descriptions and right-of-way documents, fully executed and ready for recording, complete specifications, cost estimates, etc., shall also be furnished to PID prior to review for construction. The Owner shall sign and date the plan Title Sheet. Where the Owner cannot file the final map prior to construction, release may be granted to proceed with the work, but such a request must be made to PID in writing prior to the start of any construction.

The Owner's Consulting Engineer shall allow a minimum of three (3) weeks for this final review by PID. Plans "Released for Construction" imply that PID has reviewed the plans, calculations, etc., and the field area in which the work is proposed and that the plans, calculations, etc., and field conditions seem to meet the requirements of PID and construction may begin. Any office or field change from plans "Released for Construction" which will affect the project, nullifies any prior approval of the plans and will require that revisions and/or new plans be submitted and reviewed prior to construction. If any field conditions are encountered during construction that necessitate significant deviation from the plans "Released for Construction", construction shall be halted until plans are revised by the Consulting Engineer, re-submitted to PID and again "Released for Construction". "Released for Construction" for any portion of the work may be withdrawn at any time it is determined that any portion of the plans, calculations, etc., and/or construction work fails to meet PID requirements. **"Released for Construction" shall become void six (6) months from date of release, unless construction of the project, as detailed on the plans, has begun.**

508 Town Review Procedures. The Consulting Engineer shall provide the following Town Departments with complete plans and specifications for their **general review and coordination** in such manner and detail as those departments may require. **"Released for Construction" shall be withheld by PID until these departments have signified by their signatures on the Title Sheet or by a letter to PID that they have reviewed and approved the proposed improvements.**

- A. Health Department (Sanitarian)
- B. Director of Public Works
- C. Planning Director
- D. Appropriate fire protection agency

509 Plan Revisions. All revisions recommended or required by PID will be indicated on the plans by their respective reference numbers as they appear in these standards and/or by notes written on the plans. Any revisions noted shall be made. The plans, cuts sheets, etc., shall be resubmitted for review.

510 Commencement of Work. No work will be permitted to proceed until all PID requirements have been met, including payment of all fees, acquisition of all off-site easements, permits, licenses, plans "Released for Construction" by PID and the posting of all required bonds.

511 Special Projects. Special Project approval and administration shall be handled completely at the PID staff level. In general, Special Project status shall be reserved for water system improvements costing less than \$10,000, which do not result in the conveyance of facilities to the District. Appeals regarding Special Project status may be directed to the Board. Special Project conditions shall be stipulated in a letter agreement, countersigned by the project owner. The PID Improvement Standards and Pipeline Installation Procedures and Specifications shall apply to Special Projects except as specifically provided for by the letter agreement.

SECTION 600 EASEMENTS, RIGHTS-OF-WAY AND PERMITS

601 Easements and Rights-of-Way. Rights-of-way define and establish the rights of PID to construct, reconstruct and maintain facilities in the location designated by the Consulting Engineer. Owner shall secure Grants of Easement to PID and provide a Right-of-Way Map for all installations in off-site private property. No construction work will be permitted to proceed until PID receives and accepts all off-site right-of-way easements.

A. Right-of-Way Width. The minimum width of easements shall be twenty (20) feet and shall be centered on the pipeline whenever possible. Easement requirements will consider various factors, including, but not limited to, pipe depth, topography, and location of adjacent buildings and structures. PID may approve easement widths of less than twenty (20) feet in special situations. Easements shall remain accessible to PID workers and equipment.

B. Descriptions and Exhibits. Descriptions or exhibits for easements to be acquired shall be prepared by the Consulting Engineer, granting rights along the alignment of the improvements. The parcel number shall appear on the description or exhibit. The correct name of the grantor (individual(s), partnership or corporation) shall appear on the description or exhibit. Two (2) copies of each description or exhibit with its respective Right-of-Way Map shall be submitted with plans prior to being "Released for Construction".

C. Grant of Easement. After the Consulting Engineer has submitted the descriptions or exhibits and Right-of-Way Map for checking, PID will prepare the Grant of Easement forms for the respective right-of-way. The original Grant of Easement form together with its description or exhibit shall be returned to the Consulting Engineer to secure the proper signature(s) and notarization(s). The properly executed Grant of Easement shall be submitted to PID for acceptance by the Board and recording.

D. Right-of-Way Map. The right-of-way Map shall be prepared and shall show the entire area to be covered by the easement, permit or license. A separate plat shall be prepared for each parcel and shall show all necessary survey ties, courses and distances. The Right-of-Way Map shall accompany each description of an easement, permit or license, and the original drawing shall be submitted to PID.

E. Easements and/or Reserves. Easements and/or reserves may be shown on Final Maps and shall be dedicated for the purposes of constructing, reconstruction, laying and maintaining and operating the improvements and appurtenances. A copy of the recorded Final Map or other evidence shall be submitted prior to the plans being "Released for Construction" to substantiate the easements and/or reserves.

F. Easements for Future Extensions. Easements shall be dedicated or granted to PID in all cases where future extensions of lines will be required on property being served. Such easements will be included on the parcel or subdivision map and shown on the construction plans when there is any doubt as to the ability to properly serve the ultimate service area.

602 Permits and Licenses. Where permits and/or licenses, other than those issued by PID are required, the Consulting Engineer shall prepare and provide to PID all necessary permit or license requirements prior to the plans being "Released for Construction".

CalTrans, Railroad and Utility Encroachment Permit. The Consulting Engineer shall obtain all permits for all work within State Highways, railroad rights-of-way and utility rights-of-way and submit copies to PID with the final review plans.

County or Town Encroachment Permits. The Consulting Engineer shall obtain all permits for all work within County Roads or Town Streets and submit copies to PID with the final review plans.

603 Fee Title. Fee title to treatment plant sites, pumping station sites, storage tank sites and sites for similar major facilities shall be granted to PID and recorded in PID's name. PID shall accept all sites and descriptions prior to the plans being "Released for Construction" and recording must be completed prior to PID acceptance of the improvements.

SECTION 700 PREPARATION OF PLANS

701 Sizes of Required Maps, Plans, etc. PID standards are as outlined below:

- System Maps - Sheet Size, 22" x 34".
- Improvement Plans - Sheet Size, 22" x 34".
- Right-of-Way Maps - Sheet Size, 18" x 26" or 22" x 34"
- Description or Exhibit - Sheet Size, 8½" X 11".
- Disks 3.5" 1.44mb; DWG or DXF Extension/AutoCAD, Windows compatible.
- CDs; DWG or DXF Extension/AutoCAD, Windows compatible.

702 Original Drawings. All original drawings prepared by the Consulting Engineer and shall be on "Mylar" film in ink.

703 Prints. All prints of plans shall be high quality blue or black on white background.

704 Plan Sets. The following details are to be shown on plans submitted for PID review. This does not in any way exempt the Consulting Engineer who is preparing plans from the responsibility of preparing neat, accurate and comprehensive plans in keeping with the standards of the profession. If the plans submitted are not prepared in accordance with these Standards, the Standard Specifications, the Agreement, etc., or are not in keeping with the highest standards of the engineering profession, District Engineer may return such plans unmarked and unproved.

A. General. All sheets of each set of plans shall be in order and stapled together as a complete set which shall generally consist of a Title Sheet, System Map(s), Plan and Profile Sheet(s), Detail Sheets, etc. Each revision and its date shall be indicated on the pertinent sheet. The project name shall appear on each sheet of the plans.

1. Legible Original Drawings. To produce legible original drawings, half-size reproducible copies and prints, all line work must be clear, sharp and heavy. Letters and numerals must be 1/4-inch minimum height (font size 18). Station grid lines shall not bisect numerals showing profile elevations.

2. Standard Symbols and Legend. Standard symbols and legend shall be incorporated into all plans as shown on PID's Standard Details.

3. Signature and Stamp. The signature and stamp of the Consulting Engineer(s) (responsible registered engineer, registration number and date of expiration) shall appear on each sheet of the plans.

4. Title Blocks. Each sheet within the set of drawings shall have a title block showing the sheet title, number, date, scale and the Consulting Engineer's name and registration number and the name of the subdivision, or project.

5. Stationing and Orientation. The stationing on plan and profile sheets shall normally read from left to right. Plans shall be so arranged that the North arrow points towards the top or upper 180 degrees, insofar as practical.

6. Benchmarks. The benchmarks and datum shall be clearly pointed out on the plans both as to location, description and elevations. The datum shall be U.S.G.S. or U.S.C.&G.S. Consulting Engineer(s) shall contact the County for location and elevation of the nearest official benchmark.

The District Engineer may require that the proposed improvements be tied into the California Coordinate System if monument coordinate points are available within a reasonable distance of said improvements as determined by the District Engineer.

7. Typical Sections. A typical section for each type of street within the improvement setting out the structural features shall be a part of the plans.

8. Cross Sections. Cross sections shall be included in the plans where determined necessary by the District Engineer. When, in limited areas, unusual topographic features or special conditions occur that would affect the work, individual cross sections may be shown on the pertinent plan sheet.

9. Special Notes. Special notes shall be clearly indicated. When PID has agreed to cooperate in any portion of work shown on Consulting Engineer's plans, these plans shall be clearly noted: "Contractor shall submit a proposal to and obtain a work order from PID prior to construction". PID will not pay for any work done without said work order.

10. Design Criteria. The design criteria used shall be shown on the plans. It can be summarized in table form.

B. Title Sheet. On improvement plans exceeding three (3) sheets in one set, a title sheet shall be prepared showing project title, the Owner, the Developer, the Consulting Engineer, general notes, sheet index, location map, etc.

1. Names and Signatures. The printed name, signature and date of the following, when applicable to the improvement project, shall appear on the title sheet:

- a) Consulting Engineer
- b) Owner
- c) Director of Public Works

- d) Chief, Paradise Fire Department
- e) District Engineer

2. General Notes. The following information is to be included in the general notes:

- a) Datum information.
- b) Depth of underground utilities if known.
- c) Contractor responsible for notifying USA.
- d) Stationing along street centerline unless otherwise noted.
- e) Time of completion.
- f) Special sequence of construction.
- g) Reference to PID Standard Specifications.
- h) Reference to PID Standard Details.
- i) Drafting symbol legend.
- j) Clearances shown are from construction centerline to the nearest surface of object noted.

C. System Map The system map scale shall normally be 1 inch = 200 feet. The system map shall cover sufficient area to show adjacent, existing and proposed improvements, all properties to be served, contours with intervals not less than twenty (20) feet, line sizing, pressure zones for water systems, water tanks with base elevation and tank height, pumping stations, treatment plants, street names, subdivision names and/or numbers, project boundaries, key layout of plan and profile sheets, permanent benchmarks, etc. Areas not served within the project boundaries and which cannot be served at a future date by simple extension of the project's system (without pumping) shall be indicated.

Preliminary System Maps are to be submitted as part of the Planning Review phase and must be sufficient in detail to determine general concepts, system adequacy and potential service to adjacent properties. See Section 1000 for specific requirements.

Final System Maps are to be submitted with the Final Review Plans and shall show all valve, ARV, PRS, HPRS fire hydrants and etc. locations.

D. Plan and Profile Sheets. When the project is in unimproved land, plans should be drawn from topo base maps. When the project is in improved land, plans should be drawn from aerial photos. In both cases the topo or aerial photo is to be placed on the back of the Mylar film. Appropriate water and sewer facilities may be combined on the same original base sheets.

1. Plan. The scale normally shall be 1 inch = 40 feet or 1 inch = 50 feet horizontal (1 inch = 40 feet required when proposed facilities are to be constructed in existing improved or built-up areas) and shall show the true horizontal relationship between the proposed improvements and the existing and/or proposed field conditions,

including existing or proposed utilities and other facilities in accordance with available information. Plans also shall include topographic contours, line size, pipe type, pipe class and designation, all valves, fittings and appurtenances, all structures and their respective numbers, lot numbers, all property lines and corners adjacent to the alignment, all necessary and required stationing, location dimensions, horizontal curve data and street names.

a. Services. The location of each service proposed to be constructed shall be indicated on the plans by stationing or by reference to a permanent, well-defined structure. Improvements or lots shown on a plan sheet but served by a line shown on another plan sheet shall have the service shown by a small triangle and the letter "W" (water service).

b. Permanent and Working Easements. Permanent and working easements shall be shown to scale on the plans. Easement dimensions shall be shown. Each easement shall be tied to both the property line and the improvement line.

c. Improvement Line. The proposed improvement line shall be shown on each plan sheet as a solid line. Sufficient dimensions from right-of-way centerline shall be given. If the line is to be located in an easement, sufficient dimensions to locate the line in the field shall be shown on the plans.

d. Utilities. Existing and proposed gas, water, sewer, power, telephone and all other utility lines above or below the ground shall be determined and shown upon the plans with accuracy as great as practicable. The location of any utility line that is within five (5) feet of the improvement line shall be shown to an accuracy of $1.0 \pm$ foot and the clearance shown upon the plans. Service lines shall be shown.

e. Obstructions. Trees and other objects within the working easement shall have their correct location shown on the plans, the clearance from construction centerline shown, and the diameter of tree trunks and interfering heavy tree branches noted. Removal of a tree or object or other special handling shall be noted on the plans. The Consulting Engineer shall assume full responsibility for such notes because it is assumed that the Consulting Engineer has made all necessary arrangements with the owner of the object to be handled. Tree removal within public right-of-way must be approved by the appropriate public agency.

f. Culverts. Culverts shall be shown on both plan and profile sheets when crossed by the construction and shall be shown when parallel and within twenty (20) feet of the construction line or may affect location or depth of services to individual lots. The size and type of all such culverts shall be indicated. When the culvert crosses or is perpendicular or nearly so to the construction line, the invert(s) of the culvert affecting the work shall be shown.

g. Pavement Designation. The existing pavement type and condition shall be indicated on each sheet. Pavement replacement type and location also shall be indicated.

h. Miscellaneous Structures. Driveways, curbs, sidewalks, pavement edges, buildings and all other items that could influence the work shall be shown. Only the front line and indication on the side lines of buildings need be shown.

2. Profile. The profile shall show the approximate vertical relationship between underground improvement lines and the ground surface at the time of construction and the finish ground and/or paving surface. Size and location of structures shall be repeated in profile. Designate all clearances when less than twelve (12) inches. All sections of line necessarily designed with less than the required minimum cover shall be noted with the length of the section indicated and shall require special approval in each case.

The length, size, type and strength designation shall be shown in the profile view between well-defined points.

Indicate the pipe material and class. Imported sand bedding and initial backfill is required on all non-metallic pipe. If more than one combination of pipe class, maximum limiting trench width, or bedding type is available, a practical range of such combinations shall be shown on the plans.

E. Detail Sheets. Items of special nature such as creek crossings, shallow manholes, etc., shall be shown in large scale upon a separate sheet of plans labeled "Detail Sheet". This Detail Sheet shall be bound immediately after the plan and profile sheets.

F. Pumping Station and Treatment Plant. Pumping station and treatment plant shall include site plans, erosion control plans, drainage plans, grading plans, pump curves, detail plans, sections, electrical details, miscellaneous details, process flow sheets (treatment plants), etc., sufficient to describe, layout and construct the proposed facilities. Preparation of such plans shall be closely coordinated with the District Engineer.

SECTION 800 CONSTRUCTION OF FACILITIES

801 Construction of Facilities. The Owner shall promptly and diligently cause the Improvements as described in the Agreement to be constructed and installed to serve all of the parcels or services of the Development in accordance with the accepted plans, specifications, real property descriptions, etc.

The Owner may construct and install portions of the Improvements from time to time contemporaneously with other development improvements as they are installed in the development from time to time. The Improvements shall be installed and in operating condition and offered to PID within two (2) years after PID has accepted the plans, specifications, legal property descriptions, etc., unless an extension of time has been authorized by the Board.

If Owner fails to complete or get an extension, PID may terminate service agreement, call on Bonds to complete works, or other action as PID may determine.

All construction shall be in accordance with PID Standard Specifications using new materials and performed by an appropriately licensed contractor for the work being performed.

802 Construction Inspection. Any improvement or private works will be constructed to PID requirements. Where it is intended that such improvements or private works be dedicated to and accepted by PID for operation and maintenance, PID must inspect those improvements during construction. Each phase of construction must be inspected and accepted prior to proceeding to subsequent phases.

Any improvements or private works constructed without inspection as provided above or constructed contrary to the orders or instructions of the District Engineer will be deemed as not complying with these requirements and will not be accepted by PID.

The Owner will pay all costs incidental to the construction inspection of the system as outlined in Section 400.

803 Final Inspection. Upon completion of any Improvements that are constructed under and in conformance with these Standards and prior to requesting a final inspection, the area shall be thoroughly cleaned of all rubbish, excess material and equipment, and all portions of the work shall be left in a neat and orderly condition satisfactory to the District Engineer.

Within fourteen (14) days after receiving the request for final inspection, the District Engineer shall inspect the work. The Contractor, Consulting Engineer and Owner will be notified in writing as to any particular defects or deficiencies to be remedied. The Contractor shall proceed to correct any such deficiencies within thirty (30) days. At such

time as the work has been completed, a second inspection shall be made by the District Engineer to determine if the previously mentioned defects have been repaired, altered and completed.

At such time as the District Engineer accepts the work and the Board accepts the Improvements, the Contractor, Consulting Engineer and Owner will be notified in writing as to the date of final approval, acceptance and recording.

For projects where PID participates in the costs thereof, quantities will be measured in the presence of the District Engineer, Consulting Engineer and Contractor.

SECTION 900 PREPARATION OF AS-BUILT PLANS

901 General. Upon completion of the work, subsequent to the final inspection but prior to the Board's acceptance of the improvements, the Consulting Engineer shall submit accurate project "As-Built" plans to PID. To the extent feasible, PID will cooperate in compiling necessary field data to aid in the preparation of "As-Built" plans.

The Owner will pay all costs incidental to the preparation of the "System Maps" plans by PID.

902 As-Built Plans. "As-Built" plans shall include all details shown on the original plans "Released for Construction", corrected and/or expanded to reflect all design or construction changes. The original drawings as corrected for As-Built, noted and signed by the Consulting Engineer as "As-Built" plans, shall be submitted to PID for acceptance. "As-Built" plans will be reviewed and signed, if acceptable, by the District Engineer.

Hard copy "As-Built" plans shall be submitted on "D" size reproducible media, as described in Section 700. When plan sets are prepared using Computer Assisted Drafting and Design (CAD) software, a digital media copy of the "As-Built" plans shall also be submitted. CAD submittals shall contain "Paper Space" layouts for each hard copy plan sheet. Consulting Engineer shall also submit all files containing special fonts, symbols, pen assignments, etc. necessary to open the file and plot the plan sheets. Consulting Engineer shall contact PID for current information regarding appropriate software release, etc.

903 Items to Consider. Items to be considered in the preparation of "As-Built" plans include, but are not necessarily limited to:

- A. Line, valve and hydrant horizontal locations.
- B. Mechanical and electrical details. Wire and Terminal Strip Identifications.
- C. Ground and road surfaces and water line vertical locations (where different from "standard").
- D. Size and type of pipe used.
- E. Service locations and depth.
- F. Mechanical modifications (treatment plant, pumping stations, etc.).
- G. Backflow devices.
- H. Pressure Reducing, High Pressure Relief, and Air Relief Valves.
- I. Survey Datum.

SECTION 1000 DESIGN CRITERIA - WATER SYSTEMS

1001 Introduction. These design criteria shall govern the engineering design of domestic water systems that will be dedicated to the public and accepted by PID for maintenance and operation and those systems designed for PID by its consultants.

It is the intent of these criteria to provide a water system that will dependably and safely convey the required amount of high quality water at adequate pressures and with minimum maintenance and operational costs.

The Owner shall furnish, without cost to PID, all intrinsic and auxiliary components for maintenance and operation as necessary to provide a complete water system.

1002 Regulatory Standards. Pertinent requirements of the following agency standards, including all changes thereto, shall be considered and complied with, except that, in the event of conflict, the stricter design criteria shall prevail.

A. United States Public Health Service (USPHS) Drinking Water Standards and the Environmental Public Agency (EPA) Standards.

B. Laws and Standards of the State of California, Department of Health Services, Public Water Supply Branch.

C. The Porter-Cologne Water Quality Control Act and the California Regional Water Quality Control Board, Central Valley Region.

D. Ordinances of the County of Butte.

E. Uniform Fire Code and Local Fire Ordinances.

F. Rules, regulations, and Ordinances of the Town of Paradise.

G. Others as appropriate.

1003 Design Procedure. A design for each project proposed to be constructed under PID Agreement or by its consultants shall be submitted to, and accepted by, the District Engineer in accordance with Section 500 (Project Review and Acceptance), of these Standards.

A. Preliminary Design. The preliminary Design shall be submitted in the form of a map (and associated calculations) to include the following:

1. Location of project.

2. Tributary areas outside project.
3. Adjacent areas.
4. Contours over complete map.
5. Major line layout and preliminary pipe size.
6. Residual pressures with design flows at major junctions and critical points; pressure zones. Maximum velocity 11 feet per second.
7. Predicted design flows (peak and/or average as appropriate) at major junctions, including flows into and out of the project area.
8. Direction of flow under design conditions.
9. Zoning used to predict flows.
10. Special areas such as hospitals, schools, large office buildings, industrial, commercial areas, etc.
11. Boundaries of areas within the project that are tributary points of major flow.
12. Location and sizing of major system components, including water treatment plant and storage facilities, if included in the project.
13. Electrical and telemetry details at final design.

1004 Calculations. The Hazen-Williams formula shall be used in the hydraulic study of the system, using a "C" value of 140 or the value recommended by the pipe manufacturer, with concurrence of PID. Pipe with a "C" less than 140 shall not be used. When analyzing existing transmission or distribution system "C" values should be selected in consultation with the District Engineer. The Consulting Engineer shall submit a thoroughly documented hydraulic analysis of any proposed distribution system improvements to PID.

1005 Municipal Flow Requirements.

A. Zoning. Flow determination shall be based upon the current or proposed zoning. The minimum population density in areas of potential development shall be equivalent to that of single-family zoning. The area shall be examined for trends toward population concentration and, if found, an estimate should be made of the probable extent of such concentration. This estimate shall be used as the basis for determining flow. All calculations shall assume full development, except where a stage concept has been specifically approved by PID.

B. Residential Living Units.

1. Design population per living unit.
 Developments of 100 living units and less - 3.5
 Developments of greater than 100 living units - 3.0
2. Average per capita daily flow requirement.
 250 gallons per person per day.

C. Commercial, Industrial Development. Every attempt should be made to base flow requirements on specific development plans. Consult the District Engineer.

D. Schools. The larger flow, as determined from one of the two following methods, shall be used:

1. The entire school area shall be assumed a single family zoning with minimum sized lots assumed.
2. Flow shall be based on ultimate design student population plus administration, teaching and operating personnel.

E. Average Daily Flow (ADF). Shall be determined for tributary service area(s) by multiplying the sum of the area(s) design population by the average per capita daily flow requirement as designated above, plus any commercial, industrial, school, etc., contribution(s).

F. Maximum Daily Flow (MDF). Shall be determined by multiplying the ADF by a factor of two (2).

G. Maximum Hourly Flow (MHF). Shall be determined by multiplying the ADF by a factor of three (3).

1006 Fire Flow (FF). Paradise Fire Department will set the fire flow requirements and approve hydrant locations.

1007 Source. This section is applicable where it is necessary to develop a new source of water for the proposed Development, i.e., where existing PID facilities are either inadequate or unavailable to the Development or where a PID approved firm supply contract cannot be obtained through another water supply agency.

A. Quality. Quality of the water shall conform with the current EPA Drinking Water Standards and **all** of the current requirements of the State and County Health Departments. A pollution survey of existing and potential sources of contamination shall be prepared and forwarded for review with other data submitted for Planning Review. Refer to and utilize the watershed surveys prepared for the Department of Health Services.

B. Testing. Developer shall provide sufficient tests during significant times of the year to determine the quality of water and to determine the design parameters for required treatment processes. Such tests shall include, but not necessarily be limited to, complete Public Health Service chemical tests (including heavy metals), dissolved oxygen, turbidity, temperature, bacteriological (including fecal coliform), pH, organics, radioactivity, pesticides, herbicides, etc.

C. Reliability. Sufficient geological, hydrological and meteorological studies will be required to prove that the design flows can be maintained through the driest years of record. **PID does not consider wells a firm source of water.**

1008 Treatment Plant and Pumping Station Design. All phases of treatment plant and pumping station design shall be closely coordinated with PID. In general, such facilities shall include all necessary components and amenities as required by PID to ensure a complete, automated, operating facility that will lend itself to minimum maintenance and operational costs. All electrical and telemetry equipment must be designed to be compatible with existing equipment. Treatment plants need to be designed in accordance with the CA Surface Water Treatment Rule requirements.

A. Pumping Units. Pumping units shall approximately pace the expected flow pattern and shall be capable of providing the maximum design flow with the largest pumping unit out of service.

B. Access. All weather, asphalt paved access shall be provided to all major functional units.

C. Structures. Structures shall provide protection against weather and vandalism, shall be designed to blend architecturally with the character of the Development, and shall afford minimum PID maintenance. Access to lower or upper structure levels shall be by inside stairways. Structures shall be multipurpose whenever practical and must provide toilet and sink facilities.

Laboratory, storage and/or warehouse facilities may be required where the new development cannot practically utilize existing PID facilities. An "in-lieu" fee will be required where it is practical to expand existing PID facilities to accommodate the new development.

D. Treatment Process. Treatment process will, in general, consist of preliminary clarification equipment, an automatic multi-cell gravity filter installation and any other process equipment required to adequately treat the raw water from the approved source to meet Surface Water Treatment Rules guidelines for water treatment plant design to meet State and Federal Standards.

E. Chlorination Facilities. Chlorination facilities will consist of gas chlorinator(s) and their associated equipment. Chlorinators shall be capable of pacing water demand

either by a flow proportional chlorinator governed by a residual analyzer or a series of individual chlorinators activated from the pump control panel, as approved by PID.

Chlorine contact facilities shall be designed to provide not less than thirty (30) minutes contact time at peak discharge rate.

F. Chlorine Analyzer. A chlorine analyzer with circular recorder will be installed at all treatment plants.

G. Clear Well Facilities. Clear well facilities should be sized in conjunction with distribution system storage to relieve the filters from having to meet all fluctuations in water use or to meet peak demands, including use for backwashing filters and loss of capacity due to filter outages. Additionally, clear wells will provide for the minimum contact time (CT) for disinfection at peak demands.

H. Backwash Water Recovery Facilities. Backwash water recovery facilities will be included with all new or modified treatment plants.

I. Flocculation. Flocculation process will be included in the treatment process.

J. pH. pH adjustment may be required.

K. Turbidity. Turbidity monitors with recorder(s) will be installed at all treatment plants and will control the chemical feed system.

L. Corrosion Control. Chemical feeders, as a result of corrosive water, may be required at the completion of the water treatment process, prior to entering the distribution system.

M. Metering, Recording and Monitoring Equipment. Metering, recording and monitoring shall be provided at all treatment plants and at major pumping stations as determined by PID. All such equipment shall be compatible with existing PID equipment. Radio monitoring and alarm equipment shall be purchased from and installed by PID's vendor. Generally requirements are as follows:

1. Treatment Plants:

- a. Flow meter and recorder (seven [7] day programmable circular chart).
- b. Recording, continuous reading turbidimeter, both raw and finished for each filter, equipped with low and high alarm contacts.
- c. Recording, continuous reading chlorine analyzer to detect chlorine residual, and equipped with adjustable low and high alarm contacts to actuate the alarm and stop water production on indication of excessive or low chlorine residual.

- d. Radio monitoring and alarm equipment shall be compatible and interface with existing PID equipment.

2. Pumping Stations:

- a. Flow meter and recorder (seven [7] day programmable circular chart).
- b. Radio monitoring and alarm equipment.

N. Design Flow. Pumping stations and treatment plants are normally designed to treat and/or pump the Maximum Daily Flow (MDF), maximum hourly, emergency and fire demands are normally supplied from storage without pumping. Where storage facilities are not available, such facilities shall be designed for the Maximum Hourly Flow (MHF), including fire demands and standby power or pumping equipment will be required.

O. Taste and Odor. Activated carbon feed system for taste and odor may be required.

Q. Ozone. Ozone treatment of the raw water shall be included in the plant design.

1009 Storage Facilities. Storage capacity shall be equal to the sum of the fire storage reservation, plus the allowance for system peaking, plus an allowance for emergency reserve. The minimum size storage tank shall be 250,000 gallons.

A. Fire Storage Reservation (FSR). Shall be the product of the appropriate fire flow and the design fire duration. The minimum design fire duration shall be four (4) hours but may be increased upwards by the appropriate fire protection agency, where a higher figure is deemed appropriate.

B. System Peaking Storage (SPS). Is a function of the system design and generally is approximately twenty (20) per cent of the total maximum daily flows (assuming a 24 hour pumping rate).

C. Emergency Storage (ES). Shall provide sufficient capacity, without encroaching into the fire storage reservation or the system peaking storage, to carry the system through reasonable periods of system failure. An emergency storage increment of four (4) hour duration, based on the Maximum Daily Flow (MDF) is normally considered adequate. Isolated developments may require a larger increment and must be discussed individually with PID.

D. Overflow Pipes. Must be sized to pass the maximum incoming flow rate with a design head of four (4) inches; head loss calculators must include both entrance and friction losses. Overflow must be directed to a natural watercourse in a manner that prevents scouring.

E. In-Lieu Fee. Where it is impractical to construct required facilities at the required elevations, or, where, in the opinion of PID, it is more practical to expand existing PID facilities, Owner shall pay an "In-Lieu" fee based on required storage volume and current construction cost.

1010 Transmission Line. The following requirements are applicable from a source to a storage facility and where there are no services off the transmission line. Beyond the point of storage, or if storage is not available or where services are taken off, the requirements of Distribution Lines normally apply.

A. Design Flow Rate. Size line to pass the Maximum Daily Flow (MDF).

B. Design Pressure. Design pressure shall be such that the Design Flow Rate can be maintained to supply water from the source to the storage facility.

C. Main Line, Valves, Blow-off Assemblies and Air Release Valves. Main line valves shall be provided at least every 1,000 lineal feet. PID must approve any exceptions. Air release valves shall be installed at all major summits and every 1,500-3,000 feet and at both ends of long horizontal runs of pipe. Blow-offs shall be installed at all major low points. Whenever practical, a fire hydrant shall be substituted for blow-off valves. Whenever possible, valves shall be shown as required in Section 1011. All valve risers shall be eight (8) inches minimum diameter.

1011 Distribution Lines. The following requirements are applicable on all water lines not classified as transmission lines.

A. Design Flow Rate. Size lines for the higher of the following two conditions at the Design Pressures:

1. Municipal Service - Maximum Hourly Flow (MHF).
2. Fire Flow Demand rate plus Maximum Daily Flow (MDF).

B. Design Pressure. Shall be such that the Design Flow Rate can be maintained as follows:

- Municipal Service Pressure (MSP).
Minimum - 35 psi at highest point of lot to be served.
Maximum - 150 psi at lowest point of lot to be served.

The distribution system shall be zoned to provide the above pressure range.

- Fire Demand plus Maximum Daily Flow (MDF) at 20 psi.

C. Minimum Size Lines. In general, the minimum pipe size shall not be less than six (6) inches inside diameter. The installation of two (2) inch mains shall be limited to cul-de-sacs or courts where the length of the pipeline is 300 feet or less and where there is a maximum of five (5) services.

1. Residential Areas, Single Family and Duplex - 6 inch.
2. Townhouse, Multiple Residential and similar density two and three story structures.
 - Looped System - 6 inch.
 - Dead-end system - 8 inch.
1. Commercial - 8 inch.
2. Transmission and major distribution lines shall not be less in diameter than the lines that they serve.

D. Service Connections.

1. Backflow Devices. Backflow devices (BFD) will be required for all connections where there is potential contamination to the water system.

2. Water Meters. Water meters are required for each residence, dwelling, commercial and industrial unit. The Consulting Engineer shall size each meter service to conform to applicable plumbing code for any project containing occupancies other than single family residential. The sizing calculations shall be submitted to the District for review.

E. Valves, Air Release Valves, Pressure Reducing Stations, High Pressure Relief Stations and Blow-off Assemblies. The distribution system shall be designed with a sufficient number of valves so that no single shut down will result in shutting down a distribution line or necessitate the removal from service, of a length of pipe greater than 500 feet in school, commercial, industrial, or multiple family dwelling areas or greater than 900 feet in other districts. In no case shall more than two (2) fire hydrants be removed from service. The valves shall be so located that any section of main can be shut down without going to more than three (3) locations to close valves. Valves shall preferably be located at street intersections. If it is necessary to install valves between street intersections, they shall be located on the prolongation of property lines between lots. Pressure Reducing Stations (PRS) will be installed when appropriate and shall automatically reduce a higher inlet pressure to a steady lower downstream pressure. High Pressure Relief Stations (HPRS) shall be installed to relieve excessive downstream pressure in the case of failure of the PRS. HPRS will be placed downstream of PRS and set at 25 psi above static pressure at that point.

All stations shall be located outside of the traveled way and protected from traffic.

In general, fire hydrants shall be used for blow-off assemblies. A blow-off assembly shall be installed on all permanent dead-end runs and at all major low points in the system. Special attention shall be given to those of a temporary nature, taking into consideration the length of the dead-end run, the number of services on the line and the estimated time before extension. Wherever possible, the blow-off shall be installed in the street right-of-way. In no case shall the location be such that there is a possibility of back-siphonage into the distribution system.

Air release assemblies shall be provided at all major high points in the system and protected from traffic.

F. Line Location. All water mains shall be designed to be within the paved portion of the roadway, normally six (6) feet from the right-of-way centerline, and parallel with the centerline, or in a public easement. All locations within existing road rights-of-way shall be approved by the Town Engineer. If it is necessary to install a water main within a private road, the easement shall be the width of the road easement, or twenty (20) feet, whichever is larger.

G. Sample Sites. Sample sites will be provided throughout the system as required by the District and protected from traffic.

H. Regulations Relating to Sanitary Hazards. All construction shall conform to applicable regulations relative to safeguarding the public health, particularly the regulations relating to cross-connections as established by the California Administrative Code, Title 17.

In designing the distribution system, it is intended that ten (10) feet be the minimum horizontal distance between parallel water and sanitary sewer lines and that the water main be at least twelve (12) inches higher.

Sewer crossings shall be constructed to conform to State Health Department Standards and Paradise Irrigation District Pipeline Installation Procedures and Specifications.

I. Main Layout. The distribution system, whenever possible, shall be in a grid form so that pressures throughout the pressure zone(s) tend to become equalized under varying rates and locations of maximum demand. Further attention will be given to avoid all "dead-ends" within the system whenever possible. The minimum pressures and flows as specified above shall govern design of the system.

1012 Fire Protection.

A. Type of Fire Hydrants. Fire hydrants shall meet the requirements of the Paradise Fire Department.

B. Spacing of Fire Hydrants.

1. Single Family and Duplex Residential Developments, not to exceed 500 feet.
2. Townhouse, Multiple-residential and similar density, as per the standards of the Paradise Fire Department.

C. Guard Valves. Guard valves are required for all fire hydrants; risers shall be eight (8) inch minimum.

1013 Tapping Existing Lines. The Contractor shall make all taps into existing lines except as specified on the project plans.

1014 Connection to Transmission Lines. Services shall **not** connect to transmission lines without the written approval of the District Engineer.

1015 Creek Crossings. Crossing details of pipe, pier, anchorage, transition couplings, etc., shall be shown upon a detail sheet of the plans in large scale.

Ductile iron pipe shall be used under the full creek width plus ten (10) feet on each side. All soft or organic material shall be replaced with select imported backfill. Special care shall be used to provide a firm base for the pipe bedding. Full concrete encasement is required.

If the pipe must cross above the creek bed, ductile iron pipe shall be used. Reinforced concrete cylindrical piers of adequate depth shall be used. The pipe shall be held by galvanized steel straps, with galvanized anchor bolts of adequate size, in cylindrical cradles formed in the pier tops. Cushion material shall be placed between the pipe, clamps and support.

Calculations shall be submitted which clearly indicate the design of the pipe and supports regarding impact, horizontal and vertical forces, overturning, pier and anchorage reactions, etc.

1016 Locator Wire. All runs of non-metallic pipe shall have a No. 12 AWG solid, soft drawn copper wire with Type UF insulation laid on top of the pipe. The wire shall be looped up inside valve boxes, pump stations and PRV vaults, etc.

EXHIBIT C
Insurance Requirements - Construction Contracts

Recommend Indemnification Language – To the extent permitted by law, Contractor shall defend, indemnify and hold harmless Paradise Irrigation, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including **reasonable attorneys' fees and costs** to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Paradise Irrigation District, its directors, officers, employees, and authorized volunteers.

Minimum Scope and Limits of Insurance: Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. General Liability - Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Paradise Irrigation District) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Code 1 (any auto) with limit of one million dollars \$1,000,000 for bodily injury and property damage each accident.
3. Workers' Compensation Insurance -. The Contractor **shall provide workers'** compensation coverage as required by the State of California, with Statutory Limits, **and Employer's Liability** Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Paradise Irrigation District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Paradise Irrigation District; this provision applies regardless of whether or not the Paradise Irrigation District has received a waiver of subrogation from the insurer.
4. **Builder's Risk** – (Course of Construction) if necessary- **insurance utilizing an "All Risk" (Special Perils)** coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See Responsibility of Work

5. Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the Paradise Irrigation District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the Paradise Irrigation District)

Other Required Provisions – The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status: Paradise Irrigation District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement **to the Contractor's insurance.**
2. Primary Coverage: **For any claims related to this project, the Contractor's insurance** coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Paradise Irrigation District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Paradise Irrigation District, its directors, officers, employees, and authorized volunteers shall be excess of the **Contractor's** insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Paradise Irrigation District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by Paradise Irrigation District.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to Paradise Irrigation District. The Member Water Agency reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by Paradise Irrigation District of all the **work under and implied by this agreement, the work shall be under the Contractor's responsible care and** charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain **builder's risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Paradise Irrigation District. Such insurance shall insure at least against the perils of fire and extended

coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed with Paradise Irrigation District, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Paradise Irrigation District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Paradise Irrigation District.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the Paradise Irrigation District. At the election of Paradise Irrigation District the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the Paradise Irrigation District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the Paradise Irrigation District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Paradise Irrigation District.

Verification of Coverage - Evidences of Insurance Contractor shall furnish the Paradise Irrigation District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Paradise Irrigation District before work commences. However, failure to obtain the required documents prior to the work beginning shall not **waive the Contractor's obligation to provide them.** The Paradise Irrigation District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of Member Water Agency deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against Paradise Irrigation District **(if builder's risk insurance is applicable)** to Paradise Irrigation District at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's **responsibility** to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of Member Water Agency, deliver to Member Water Agency copies such policy or policies of insurance and the receipts for payment of premiums thereon.

Other Considerations/Exceptions:

If scope includes Design/Build exposures include:

Professional Liability - with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Professional Liability maybe Claims Made Policies – include the following provisions.

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant **must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.**

GENERAL CONDITIONS

Safety - In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the Coccidioides fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required **by governmental authorities will be obtained at Contractor's expense.**

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify Member Water Agency and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to Member Water Agency specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by Member Water Agency prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection

from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to Member Water Agency before work begins.



Paradise Irrigation District

6332 Clark Rd, Paradise, CA 95969 · 530-877-4971 · Fax: 530-876-0483 · www.pidwater.com

TO: Board of Directors

FROM: Blaine Allen, District Engineer

DATE: February 26, 2024

**RE: Public Utility Abandonment
3/20/23 Board of Directors Regular Meeting**

This memo is asking for consent to send the owner of 1300 Deodara Ln., Paradise, CA 95969 a no objection letter to abandon the 12' public utility easement across the southern property line. This easement was created at the time of the subdivision and PID staff does not see any use of it in the future. We currently have a pipeline that runs to the west and north of the property servicing all the properties in this area. The property owner is asking for the easement to be vacated so they may build on that portion of land. Staff is recommending that a letter of no objection be sent to the owner of said property.

Action Requested:

Authorize approval to issue a "Letter of No Objection" from Paradise Irrigation District in reference to abandonment of the 12' wide public utility easement across the southern property line for 1300 Deodara Way, Paradise, California, APN: 053-300-016, Book 22, pages 38-39.



Paradise Irrigation District

6332 Clark Rd, Paradise, CA 95969 · 530-877-4971 · Fax: 530-876-0483 · www.pidwater.com

March 21, 2024

Roger Greene
5772 Ingalls Road
Paradise, CA 95969

Subject: Abandonment of 12' wide Public easement, along the southern property line for 1300 Deodara Way, Paradise CA 95969, APN 053-300-016, book 22 pages 38-39.

Dear Mr. Greene,

Pursuant to a request regarding the abandonment of subject easement, and based on provided support documentation, Paradise Irrigation District does not object to the abandonment of public right of way on the southern border of 1300 Deodara Way.

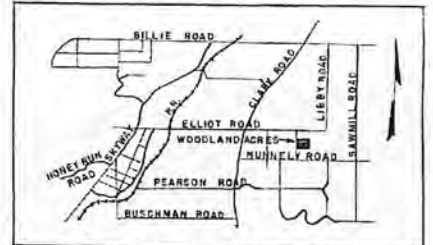
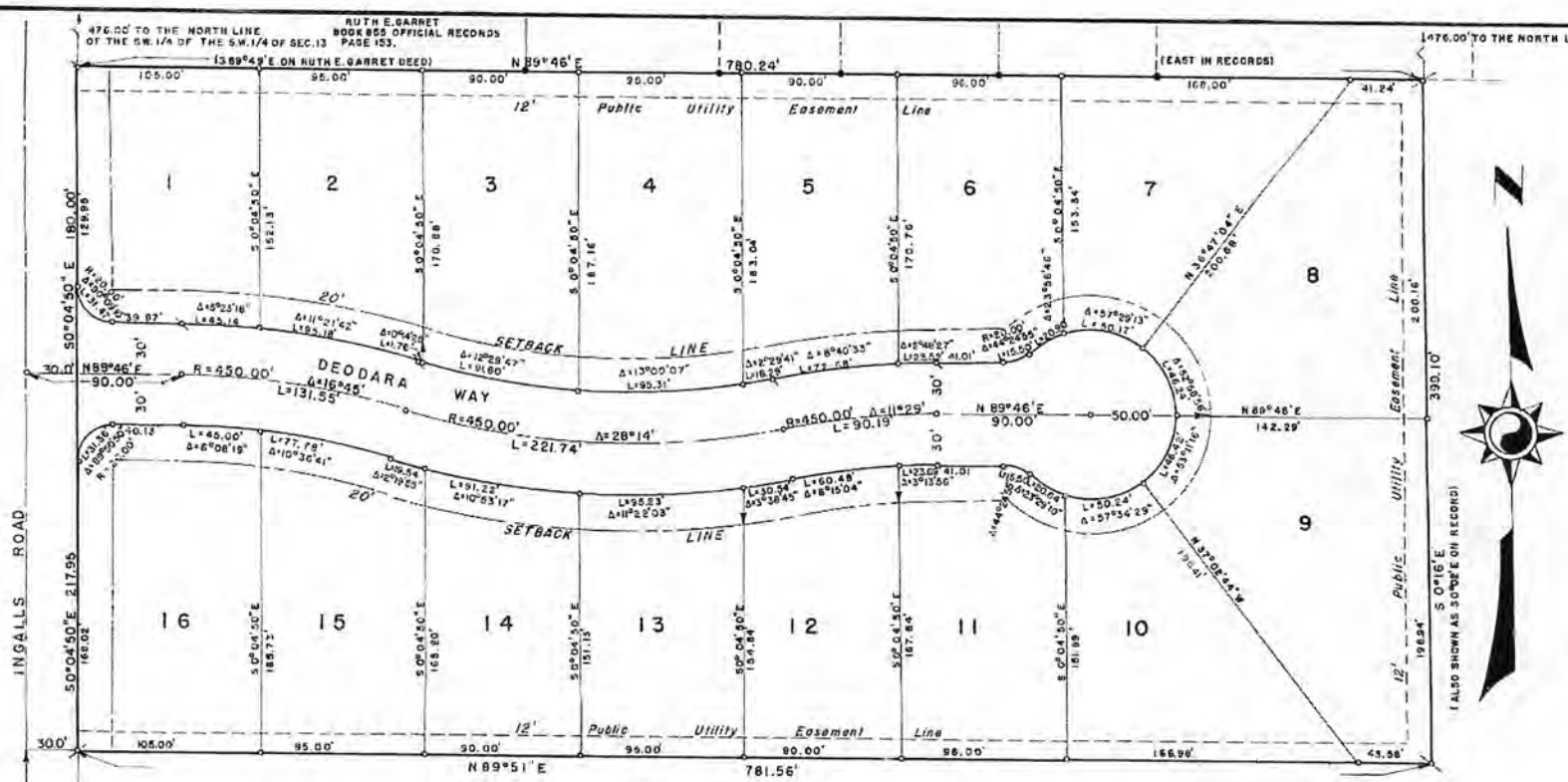
Upon approval of the abandonment by the Town Council/Board of Supervisors, please send a copy of the Resolution to:

Paradise Irrigation District
6332 Clark Road
Paradise, CA 95969

Should you have any questions, please contact me at (530) 876-2062.

Thank You,

Blaine Allen
District Engineer



LOCATION MAP
SECTIONS 13, 14, 15, 22, 23, 24, T. 22 N.,
R. 3 E., M. D. B. & M.
SCALE: 1" = 4000'

LEGEND:
PUBLIC UTILITY EASEMENT LINE
SETBACK LINE
5'X20' ANCHORAGE EASEMENT
TAG SET IN CONCRETE MARKED R.E. 7294
FOUND POINTS

NOTES:
3/4" IRON PIPE MONUMENTS ARE LOCATED ON ALL LOT CORNERS.
THE ONLY OFFER OF IMPROVEMENT IS THE GRADING, PAVING, AND DRAINING OF DEODARA DRIVE.
THE BASIS OF BEARINGS IS THE SOUTH LINE OF SECTION 13 SHOWN AS N 89° 51' E ON RECORDS
TOTAL ACREAGE WITHIN COLORED BORDER LINES
IN STREETS 0.96 ACRES
IN LOTS 6.23 ACRES
TOTAL 7.18 ACRES

WOODLAND ACRES SUBDIVISION

A PORTION OF THE S.W. 1/4 OF THE S.W. 1/4
OF SECTION 13, T. 22 N., R. 3 E., M.D.B. & M.
PARADISE, BUTTE COUNTY, CALIFORNIA

OWNERS AND SUBDIVIDERS
WILLIAM AND IRENE GIANNECCHINI
AND
DONALD AND LORRAINE CHOATE
SCALE: 1" = 50' JULY 1957

WALTER B. GRIMES
REGISTERED CIVIL ENGINEER NO. 7294



PARADISE IRRIGATION DISTRICT

6332 Clark Road * Paradise, California 95969 * Phone 530-877-4971 * Fax 530-876-0483

DATE: March 12, 2024

TO: Board of Directors

FROM: Tom Lando, District Manager
Bill Taylor, Assistant Engineer

RE: Revisions to Standard Drawings PID-02 and PID-07 in the Paradise Irrigation District Pipeline Installation Procedures and Specifications

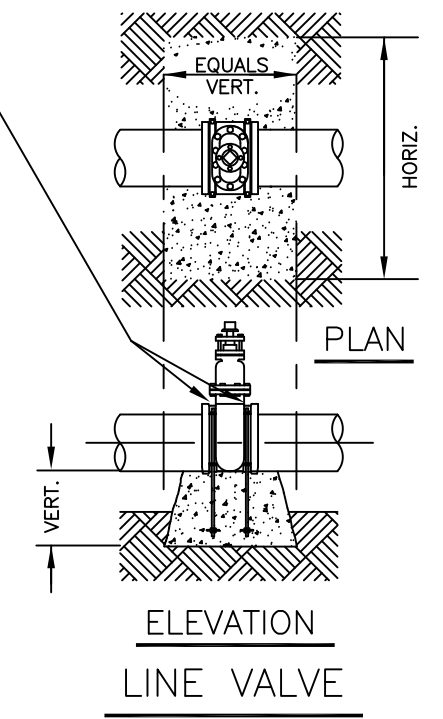
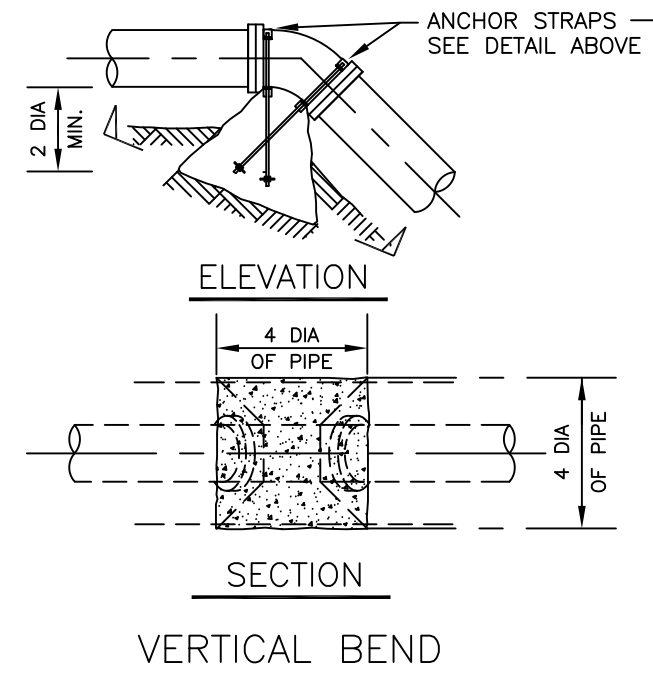
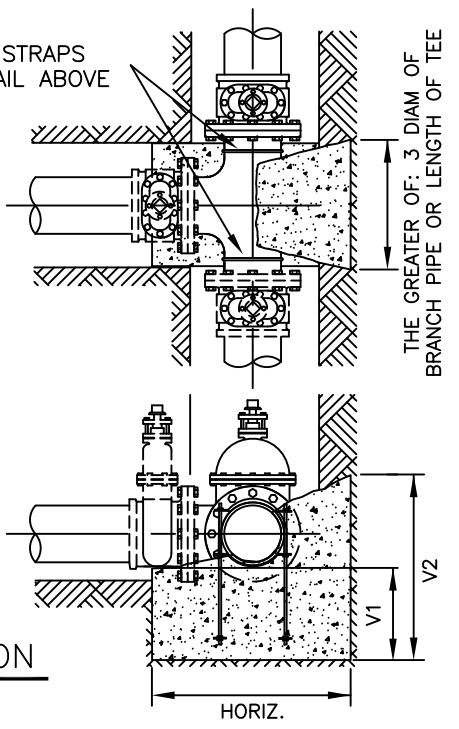
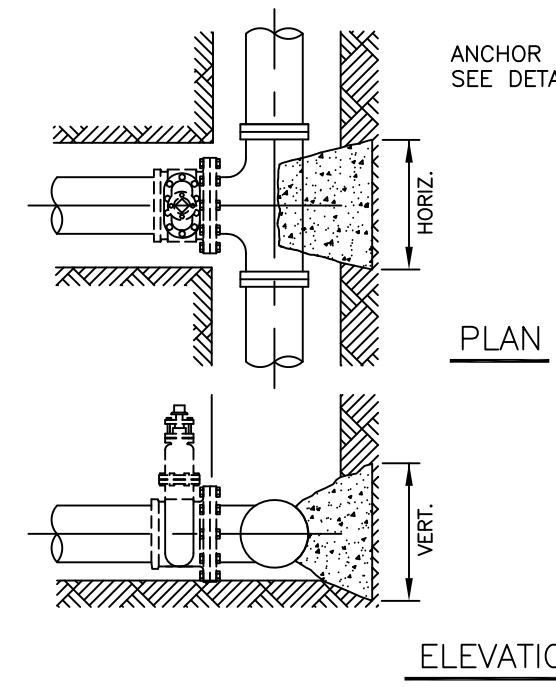
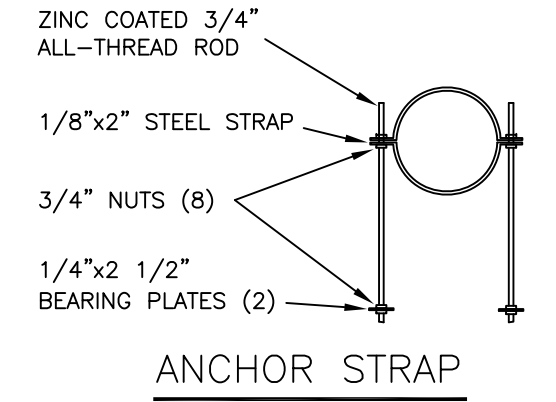
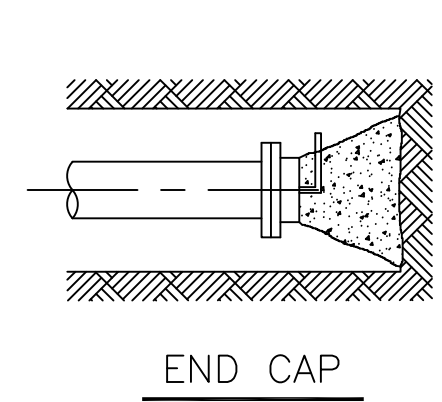
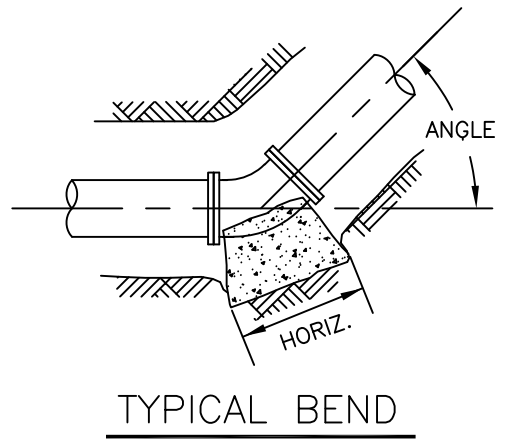
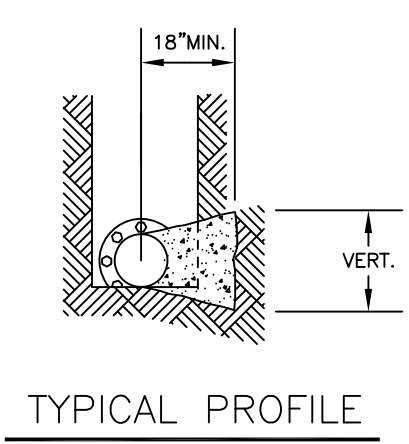
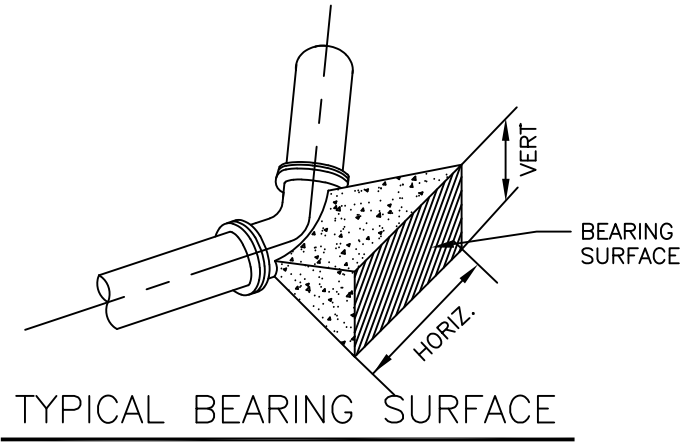
The following PID standard drawings were updated recently to fix some minor changes in the way we are doing work. As such, the revisions require Board approval.

PID-02 Thrust Block Details was updated to include a preformed steel strap holding the piping and appurtenances in place (pipe clamp), instead of a bent piece of all thread.

PID-07 3" & 4" Meter Installation was updated to include 2" Brass Pipe in place of 2" Copper Tubing as we no longer use copper tubing in these installations.

Requested Action:

"Approve updates to PID standards PID-02 and PID-07 in the Paradise Irrigation District Pipeline Installation Procedures and Specifications."



NOTES:

- THRUST BLOCK BEARING AREA BASED ON ALLOWABLE SOIL BEARING VALUE OF 2,000 psf PRESSURE AND 225 psi LINE PRESSURE WITH 30" COVER MINIMUM.
FOR BEARING = 1000 psf, 2.0 X AREA SHOWN
FOR BEARING = 500 psf, 4.0 X AREA SHOWN
- WHERE THRUST BLOCK WILL HAVE LESS THAN 12" COVER ENGINEERED DESIGN IS REQUIRED.
- PREDESIGNED THRUST RESTRAINTS ARE SUBJECT TO SITE SPECIFIC REVIEW.
- ALL THRUST BLOCKS SHALL BE CLASS "B" CONCRETE AND PLACED AGAINST UNDISTURBED SOIL. DESIGN ENGINEER SHALL DETERMINE SIZES NOT SHOWN.
- REINFORCING STEEL SHALL CONFORM TO ASTM A15 AND A305 INTERMEDIATE GRADE.
- CONCRETE SHALL NOT EXTEND ONTO FLANGE OR ADJOINING PIPE.
- ALL THREAD SHALL EXTEND TO NO LESS THAN 3/4 THE DEPTH OF THE THRUST BLOCK. ALL THREAD SHALL BE EMBEDDED NOT LESS THAN 4" FROM EDGE OF THRUST BLOCK. 1/8"x2" STRAP SHALL BE TIGHTENED TO HOLD ASSY. STRAIGHT.
- CONCRETE SHALL ACHIEVE "SET" TO PID INSPECTOR'S SATISFACTION PRIOR TO PLACING BACKFILL.

MINIMUM SIZE OF THRUST BLOCK BEARING SURFACE

PIPE	11 1/4" BEND		22 1/2" BEND		45° BEND		90° BEND		LINE VALVE, TEE ONLY OR END CAP		TEE WITH LINE VALVES		
SIZE	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	V1	V2
4"	1'-0"	1'-0"	1'-0"	1'-0"	1'-4"	1'-0"	2'-4"	1'-0"	1'-8"	1'-0"	1'-4"	1'-0"	1'-8"
6"	1'-0"	1'-0"	1'-6"	1'-0"	2'-0"	1'-6"	3'-6"	1'-6"	2'-6"	1'-6"	2'-0"	1'-6"	2'-6"
8"	1'-4"	1'-0"	2'-0"	1'-4"	2'-8"	2'-0"	4'-8"	2'-0"	3'-4"	2'-0"	2'-8"	2'-0"	3'-4"
10"	1'-8"	1'-3"	2'-6"	1'-8"	3'-4"	2'-6"	6'-0"	2'-6"	4'-2"	2'-6"	3'-4"	2'-6"	4'-2"
12"	2'-0"	1'-6"	3'-0"	2'-0"	4'-0"	3'-0"	7'-0"	3'-0"	5'-0"	3'-0"	4'-0"	3'-0"	5'-0"



PARADISE IRRIGATION DISTRICT
STANDARD DRAWING

THRUST BLOCK DETAILS

PID-02
SHEET 1 OF 1

DRAWN BT
CHECKED BA
DATE MARCH 2024
NO SCALE

MATERIALS

ITEM	QUANTITY	DESCRIPTION
①	1 EACH	— SIZE X 4" TAPPING SLEEVE (USE MJ X FLG. TEE IF HOT TAP IS NOT REQUIRED).
②	1 EACH	— 4" FLG. X FLG. TAPPING VALVE WITH FLG. X MJ ADAPTER (USE MJ X FLG. VALVE IF HOT TAP IS NOT REQUIRED).
③	AS REQ'D	— 4" PVC PIPE OR D.I. PIPE LATERAL, MJ
④	1 EACH	— 4" D.I. 90° ELL, MJ X FLG.
⑤	2 EACH	— FLG. x FLG. D.I. SPOOL – METER SIZE X 2'-6"
⑥	1 EACH	— 4" D.I. 90° ELL FLG. X FLG.
⑦	1 EACH	— 4" X 3" D.I. REDUCER FLG. X FLG. (FOR 3" SERVICE ONLY)
⑧	2 EACH	— RW GATE VALVE FLG. X FLG. W/HAND WHEEL OPERATOR
⑨	2 EACH	— FLG. X GROOVED END D.I. SPOOL, 12" LENGTH
⑩	1 EACH	— GROOVED-END COUPLING
⑪	1 EACH	— STRAINER, SUPPLIED BY DISTRICT
⑫	1 EACH	— 3" OR 4" METER, SUPPLIED BY DISTRICT
⑬	1 EACH	— D.I. BLIND FLANGE
⑭	2 EACH	— METER SIZE FLANGED D.I. TEE
⑮	4 EACH	— ADAPTER – 2" M.I.P. BY S.J.
⑯	AS REQ'D	— 2" BRASS PIPE
⑰	2 EACH	— 2" 90° ELBOW – S.J. X S.J.
⑱	1 EACH	— 2" BALL VALVE WITH LOCKING WING – F.I.P. X F.I.P.
⑲	1 EACH	— 4" D.I. SPOOL – FLG. X FLG. (IF REQUIRED)
⑳	1 EACH	— ADJUSTABLE GALV. PIPE SUPPORT.
㉑	1 EACH	— PRECAST CONCRETE VAULT (5'-0" WIDE X 6'-6" LONG X 5'-0" HIGH) WITH SPRING ASSIST HINGED DIAMOND PLATE ALUMINUM COVER AND RECESSED LOCKING HASP. PROVIDE 6" X 12" HINGED READING LID INSTALLED OVER METER REGISTER.
㉒	4 EACH	— BOLT AND FLANGE INSULATING KIT
㉓	1 EACH	— GALV. STEEL LADDER (ALHAMBRA FOUNDRY A3400) W/LADDER – UP AND S.S. ANCHOR BOLTS.
㉔	2 EACH	— METER SIZE COMPANION FLANGE WITH 2" THREADED I.P. OUTLET
㉕	2 EACH	— 2" ELLIPTICAL METER FLANGE (SPACING AS REQUIRED FOR 2" BYPASS METER)
㉖	2 EACH	— 2" PIPE SUPPORT
㉗	AS REQ'D	— 8-INCH CORRUGATED PLASTIC CAN STOCK
㉘	AS REQ'D	— NO. 12 AWG SOLID COPPER WIRE W/TYPE UF INSULATION
㉙	2 EACH	— 2" DIELECTRIC COUPLING M.I.P. X S.J.
㉚	1 EACH	— CHRISTY G5 CONCRETE VALVE BOX W/CAST IRON LID



PARADISE IRRIGATION DISTRICT STANDARD DRAWING

3" & 4" METER INSTALLATION
Agenda Page 92

PID-07
SHEET 2 OF 2

DRAWN BT CHECKED BA
DATE
MARCH 2024
NO SCALE



Paradise Irrigation District

6332 Clark Rd, Paradise, CA 95969 · 530-877-4971 · Fax: 530-876-0483 · www.pidwater.com

DATE: March 15, 2024
TO: Board of Directors
FROM: Mickey Rich, Assistant District Manager
SUBJECT: Community Relations Consulting Services Agreement – Addendum No. 2
03/20/2024 Board of Directors Meeting

Background:

The proposed Addendum No. 2 to the Agreement dated September 30, 2013 for community relations consulting services with Cedar Creek Communications provides an amendment to payment for services from an hourly rate of \$95 to \$125.

Action Requested:

“Authorize approval of Addendum No. 2 for community relations consulting services with Cedar Creek Communications and authorize the District Manager to execute Agreement.”

March 20, 2024
ADDENDUM NO. 2
PARADISE IRRIGATION DISTRICT
FOR
COMMUNITY RELATIONS CONSULTING SERVICES

The agreement dated September 30, 2013, for community relations consulting services for the district is amended as follows:

VI. Compensation

A. Payment: Consultant will be paid an hourly rate of \$125 for Work.

If there are any discrepancies between this Addendum and other provisions or specifications included in the Contract Documents, the provision of this Addendum shall prevail.

In all other areas, the Agreement and other Contract Documents remain unchanged.

Consultant

Paradise Irrigation District

Tonya Dale, Co-Owner
Cedar Creek Communications

Tom Lando, District Manager

Attest:_____
Georgeanna Borrayo, District Secretary

July 10, 2017
ADDENDUM NO. 1
PARADISE IRRIGATION DISTRICT
AGREEMENT
FOR
COMMUNITY RELATIONS CONSULTING SERVICES

The Agreement for community relations consulting services for the District is amended as follows:

- I. Scope of Work is revised to replace the following statement "...for which cost estimates will be provided and approved by the District prior to the commencement of said task(s)" with the words "for which written cost estimates will be provided and approved by the District prior to the commencement of said tasks(s)"
- V. Designated Representatives is revised to replace the words, "Mr. George Barber" with the words "the District Manager or his or her designee"

If there are any discrepancies between this Addendum and other provisions or specifications included in the Contract Documents, the provisions of this Addendum shall prevail.


In all other areas, the Agreement and other Contract Documents remain unchanged.

PARADISE IRRIGATION DISTRICT

By: 
Kevin Phillips, Interim District Manager

CONTRACTOR

By: MARK DALVE 10/16/17
(Print or type name)

Signature: 

Title: CO-OWNER

Address: 6254 CLARK RD
PARADISE, CA 95754
(City, State, Zip)

561-19-2602
Contractor's I.D. or SSN

AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of September, 2013, by and between Paradise Irrigation District (District), and Cedar Creek Communications, (Consultant). Consultant and District shall be jointly referred to as "parties".

WITNESSETH:

District desires to retain the services of Consultant regarding community relations consulting services for the District.

Consultant desires to perform the services requested by District pursuant to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

I. SCOPE OF WORK

The Consultant shall be responsible for providing professional advice and input regarding community relations issues. This work will consist of consultation with District management and attendance at meetings of the District on an as needed basis. It is agreed that individual tasks such as publications, mailing, graphic design and printing will be assigned to Consultant under this agreement, for which cost estimates will be provided and approved by the District prior to the commencement of said task(s). The services to be performed by Consultant are collectively referred to as "Work".

II. SCHEDULE

Work will be completed upon a mutually agreed schedule after execution of this agreement. Consultant shall endeavor to complete Work, in a timely manner to allow thorough review and amendment of the Work by District. At the request of District, Consultant shall provide a schedule of Work completion for each task assigned.

III. DISTRICT RESPONSIBILITIES

A. The District shall provide the following items, personnel and /or services to be utilized in connection with this work.

- 1) The District shall make staff available to the Consultant for purposes of conference discussion, reviewing submissions from the Consultant, providing available factual information and/or suggestions relating to the Work in a manner such that the Consultant may meet the task completion schedule.
- 2) The District shall provide access to all District facilities upon request by the Consultant at time and in the manner mutually agreed upon as required to accommodate Work of Consultant.
- 3) District shall tender payment for approved Work in accordance with the provisions of Section VI(B).

IV. WORK PRODUCT

The District shall at all times have reasonable access to the work product of the Consultant including work in hardcopy and electronic formats on Consultant's computers, while Work is under preparation or in progress. Upon completion or termination of the Work, all drawings, documents and notes, files, records and other papers, whether stored in an electronic medium or in hardcopy form, shall become property of the District, including all drafts, notes, renderings, slides, sketches and correspondence. Any reuse of Consultant prepared documents, except for the specific purpose intended hereunder, will be at District's sole risk and without liability or legal exposure to Consultant or its subconsultants.

V. DESIGNATED REPRESENTATIVES

Work shall be under direct control of Mark Dale, to whom all questions may be directed. It is understood the District's primary representative will be Mr. George Barber, who will facilitate communication between the District's Staff and Consultant.

VI. COMPENSATION

- A. Payment: Consultant will be paid an hourly rate of \$95 for Work. Progress payments shall be made monthly for work completed based upon these billing rates.
- B. Time of Payment: District shall make payment to Consultant within thirty (30) days from the date of receipt of Consultant's invoice. Any amounts remaining unpaid more than thirty (30) days after the receipt of invoice shall entitle Consultant to suspend its Work until payment in full is received. In the event that suspension remains in effect longer than sixty (60) days, Consultant may elect to terminate this Agreement as provided in Article X of this Agreement.

VII. TERM AND TIME FOR COMPLETION

This Agreement shall become effective on the date first herein above written and shall remain in effect until terminated in accordance with Article X - Termination. Consultant will begin Work upon execution of this Agreement and will diligently and continuously perform each task assigned until satisfactory completion.

VII. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

VIII. COMPLIANCE WITH LAWS

Consultant agrees that it will conduct its work and perform its services in compliance with all applicable Federal, State, and local laws, regulations and ordinances.

IX. INDEMNIFICATION AND LIABILITY

The District shall not be liable for any damages or injuries caused, nor the costs or expenses incurred, by the Consultant or its officers, employees and agents in the performance of any of Consultant's duties under this Agreement. Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection therein) arising out of or related to the performance of this Agreement to the extent caused by Consultant, except to the extent any such claim arises out of the sole negligence or willful misconduct of the District, its officers, agents, employees or volunteers.

Consultant specifically agrees that this indemnification agreement provides indemnity to District for any claims, damages or liability for injuries (including death) incurred or sustained by Consultant's own employees.

X. INSURANCE

- A. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. This provision shall be applicable if Consultant hires employees.

Consultant agrees to provide coverage as set forth in Exhibit A.

- B. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the District at least ten (10) days prior to the expiration date.

XI. TERMINATION

This Agreement may be terminated at any time and for any reason by either party upon twenty five (25) days' advance written notice in accordance with Section XVII. In the event of such termination, Consultant is to be fairly compensated for all work performed to the date of notice of termination, at Consultant's customary hourly rates; provided that the total amount shall not in any case exceed the established project budgets for any uncompleted projects. Compensation under this paragraph shall not include costs related to lost profit associated with the expected completion of the work, or other such payments relating to the benefit of the bargain. If consultant terminates the Agreement, District reserves the right to charge Consultant for any additional expense incurred by it to complete the Work.

XII. ENTIRE AGREEMENT

This writing, including Exhibit A, constitutes the entire Agreement between the Parties relative to the Work specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

There are no understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

XIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the work shall be Consultant's employees or agents. District shall not be obligated in any way to pay any wages or other claims by any such employees or agents, or any other person by reason of this Agreement. Consultant shall be solely liable to such employees and agents for losses, costs, damage or injuries by said employees or agents during the course of the Work.

XIV. SUCCESSORS AND ASSIGNMENT

This Agreement shall be binding on the heirs, successors, executors, administrator, and assigns of the parties; however, Consultant agrees that it will not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or its rights, title, or interest therein, or its power to execute the same without the prior written consent of District.

XV. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

XVI. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of any other remedy provided by law.

XVII. NOTICES

All notices, statements, reports, approvals or requests or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally, or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses shown below:

Paradise Irrigation District
Attention: George Barber
6332 Clark Road
Paradise, CA 95969

Cedar Creek Communication
Attention: Mark Dale
6254 Clark Road
Paradise, CA 95969

XVIII. SUB CONSULTANTS

No other subcontract shall be awarded or another outside Consultant engaged by Consultant unless prior written approval is obtained from District. Payment to Consultant as provided in Section VI includes full payment for services to sub-consultants.

XIX. INTERPRETATION

Unless the context otherwise clearly requires, the terms in the body of this Agreement shall prevail over any inconsistent terms that may be found in the Exhibits hereto.

XX. CONTROLLING LAW; JURISDICTION AND VENUE

This Agreement shall be governed by and construed under the laws of the State of California. Jurisdiction and venue for any action brought to enforce or interpret the terms of this Agreement shall be in the Superior Court of the State of California in and for the County of Butte.

XXI. CONFLICT OF INTEREST/BUSINESS ETHICS

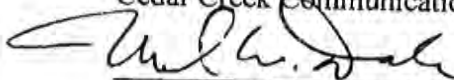
Consultant shall exercise reasonable care and diligence to prevent any actions or conditions that would result in a conflict with District's interest.

XXII. WARRANTY

Consultant warrants that its Work will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Work is performed so as to ensure that the Work is performed correctly and appropriately for the purposes contemplated in this Agreement.

IN WITNESS WHEREOF the parties execute this Agreement on the day and year first herein above written.

Cedar Creek Communication



Signature

MARK W. DALE, CO-OWNER

Printed Name and Title

ATTEST:

Printed Name and Title

TAXPAYER ID _____

Business Type:

Corporation ☐ Yes ☒ No

Other sole proprietorship

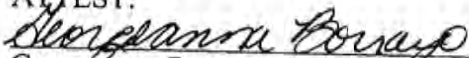
(Complete W-9 enclosed)

PARADISE IRRIGATION DISTRICT



George Barber, General Manager

ATTEST:



Georgeanna Borrayo, District Secretary

Attachment: Exhibit A- Insurance Requirements.

Exhibit A
Insurance Requirements For
Consultant

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors. With respect to General Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or Claims Made Form CG 0002).
2. Insurance Services Office Form CA 0001, covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance (If consultant hires employees).

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease (If consultant hires employees).

Deductible and Self Insured Retentions

- A. The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 1. The entity, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the consultant including materials, parts or equipment furnished in connection with such work or operations. No policy shall contain an "Insured v. Insured" exclusion.

2. For any claims related to this project, the consultant's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees, agents or volunteers shall be excess of the consultant's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the insurer except after thirty (30) days prior written notice has been given to the entity.
 4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
- B. The Automobile Liability policy shall be endorsed to add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.
- C. If General Liability coverage are written on a claims-made form:
1. The "Retro Date" (retroactive date) must be shown, and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
 4. A copy of the claims reporting requirements must be submitted to the entity for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If Consultant's Pollution Liability coverage is not available from an "admitted" insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best's rating of A:X or higher. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Consultant shall furnish the entity with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the entity, unless the insurance company will not use

the entity's form. All endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the entity's forms, the consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of consultant may acquire from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation Policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the Consultant, its agents, employees, independent consultant and subcontractors.

Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.



PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

TO: Board of Directors

FROM: Blaine Allen

DATE: March 14, 2024

RE: Reservoir B Replacement Project – Notice of Completion & Acceptance
03/20/2024 Board of Directors Meeting

Background:

In July 2022, the Board reviewed the results of a public bid process for construction services for the Reservoir B Replacement Project in Paradise. At that time, the Board approved the award of the project to the lowest responsible bidder, Myers and Sons Construction, for the not to exceed amount of \$8,708,000.00, which includes all contingencies. After award, there were two changes approved by the board to the original contract. The first change authorized during the December 2022 Board meeting, provided additional contingency funding at a cost of \$730,000.00. The second change authorized an increase of \$200,000.00 in contingency funding in September 2023. The complete project came to a total \$9,509,786.77.

This project completed two new 1.5 million gallon storage tanks to replace the Reservoir that was destroyed during the Camp Fire. The majority of change orders were due to rock that was unanticipated at a cost of \$1,478,868.80.

See below for a summary of the project's cost and change orders, as previously reviewed and approved by the Board:

Reservoir B Replacement Project Overview	
Original Project Budget	\$ 7,916,000
Original Contingency	\$ 792,000
First Additionally Contingency Request	\$ 730,000
Anticipated Additional Contract Contingency	\$ 200,000
Total Change Orders	\$1,593,786.77
Total Project Cost	\$9,509,786.77



PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

Outstanding payments owed to the contractor at this time in the amount of \$442,339.08 include the following:

- The 5% retention in the amount of \$412,339.08 will be paid to the contractor 45 days after tonight's meeting, provided there are no disputes for payments owed by the contractor relative to the project. This is minus \$30,000 that is believed to be the possible cost of a final SCADA issue that has not been resolved.

Action requested:

Authorize the District Manager to release the \$412,339.08 retention in 45 days to Myers and Sons Construction and file the project's Notice of Completion and Acceptance with the office of the Butte County Clerk Recorder. The \$30,000 retention can be released once the final SCADA work is completed.

Recording Requested By:
PARADISE IRRIGATION DISTRICT
WHEN RECORDED, RETURN TO:

PARADISE IRRIGATION DISTRICT
6332 CLARK ROAD
PARADISE, CA 95969

This recording is for the public benefit pursuant to California Government Code §6103.

NOTICE OF COMPLETION AND ACCEPTANCE
(Civil Code §§9200 et seq., 8100 et seq.)

NOTICE IF HEREBY GIVEN THAT:

- (a) The work of improvement known as the **Paradise Irrigation District Reservoir B Replacement Project located in the Town of Paradise in the County of Butte**, was completed and accepted as complete on **March 20, 2024**.
- (b) The name and address of the owner is:
Paradise Irrigation District
6332 Clark Road
Paradise, CA 95969
- (c) The nature of the interest or estate of the Owner is:
Vendee under contract
- (d) The site is described as:
Paradise Irrigation District Boundaries, multiple locations.
- (e) The name of the original contractor is:
Myers and Sons Construction
45 Morrison Ave.
Sacramento, CA 95838

The work is described as:

Construction services for the installation of meters, backflows, laterals, service connections. The work includes clearing and grubbing, trenching, lateral installation and fittings, meter installations, backflow installations, minor paving, and other items of work as indicated on the project bid book and plans.

Dated: March 20, 2024

Tom Lando, District Manager

VERIFICATION

I, the undersigned say:

I am the District Manager of Paradise Irrigation District, the owner of the aforesaid interest or estate in the property described in the Notice of Completion and Acceptance for the Paradise Irrigation Reservoir B Replacement Project only located in Paradise, California.

I have read the foregoing notice and know the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 20, 2024 at Paradise, California.

Tom Lando, District Manager



PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

TO: Board of Directors

FROM: Blaine Allen

DATE: March 14, 2024

RE: Meter Installation & Service Lateral Replacement Project Phase 2

Background:

In May 2021, the Board reviewed the results of a public bid process for construction services for the Meter Installation & Service Lateral Replacement Project in Paradise. At that time, the Board approved the award of the project to the lowest responsible bidder, RCI General Engineering. For the not to exceed amount of \$17,326,897.50, this amount includes all contingencies. After award there were three changes approved by the board to the original contract. The first change approved at the April 2022 Board meeting, added 25% more work to be completed at a cost of \$4,861,104.60, including contingency. The second change included an additional contingency at a cost of \$2,715,000 approved at the November 2022 board meeting. The third change authorized in March 2023, included additional service laterals, meters, and boxes at a cost of \$2,750,000. The complete project came to a total \$24,098,734.05.

This project was very successful in addressing the community's time-sensitive rebuilding need and supporting potable water delivery to all locations where permits have been issued.

As a result of this project, 2,657 customers received potable water connections(new laterals), 4,951 meters were installed, 1,783 backflows installed, and 1,986 Interim Water Service (IWS) backflows reconfigured. The work was completed in 2023 but there were continuing discussions on remaining parts that had to be worked out. This has now been completed and RCI General Engineering will need to be paid for work accomplished, which is the remaining retention.

Due to procurement issues during this project, PID authorized RCI to purchase parts for the project up front to prevent work from being stopped and agreed to purchase the parts at the end of the project for future use. These items were estimated on what was expected to be replaced during this project for our system. Unfortunately, these projections were incorrect and there was a surplus of parts at the end of the project. Best efforts were made to use as many of these parts on MISLR 3 as could be projected at a value of \$513,443.89.



PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

For the additional inventory, the District looked at purchasing and storing for future use at a value of \$59,688.49. Some parts remain in inventory that PID did not foresee using in the future and/or could not store and are in the process of being returned to the vendor. There is an associated cost of restocking and shipping fees for these parts that will still need to be paid. This amount could be up to \$136,913.65.

See below for a summary of the project's cost and change orders, as previously reviewed and approved by the Board:

Service Lateral Replacement Project Overview	
Original Bid Price	\$15,751,725.00
Original Contingency	\$ 1,575,172.50
Additional Board Approved Contract value	\$ 6,919,186.00
Additional Board Approved Contingency	\$ 3,406,918.60
Total Change Orders	\$ 1,684,352.53
Credit for parts bought but used for MISLR 3	\$ (513,443.89)
Cost of parts purchased by PID	\$ 59,688.49
Total Project Cost	\$24,098,734.05

Outstanding payments owed to the contractor at this time in the amount of \$751,181.30 include the following:

- The 5% retention in the amount of \$1,204,936.70 will be paid to the contractor 45 days after tonight's meeting as long as there are no disputes for payments owed by the contractor relative to the project.
- Credit to PID of \$513,443.89 for parts purchased during MISLR 2 that will be used for the MISLR 3 project.
- Payment of \$59,688.49 for extra parts purchased for MISLR 2 that were not used and have been placed into PID's inventory.
- Payment for extra parts purchased for MISLR 2 that could not be used on MISLR 3 or purchased by PID and had to be returned to the vendor. This amount has yet to be determined as parts are still being returned. This amount could be up to \$136,913.65.

Action requested:

Authorize the District Manager to release the \$751,181.30 retention and parts in 45 days to RCI General Engineering and file the project's Notice of Completion and Acceptance with the office of the Butte County Clerk Recorder. Also authorize the District Manager to pay a not to exceed amount of \$136,913.65 for the remaining parts on hand.

Recording Requested By:
PARADISE IRRIGATION DISTRICT
WHEN RECORDED, RETURN TO:

PARADISE IRRIGATION DISTRICT
6332 CLARK ROAD
PARADISE, CA 95969

This recording is for the public benefit pursuant to California Government Code §6103.

NOTICE OF COMPLETION AND ACCEPTANCE
(Civil Code §§9200 et seq., 8100 et seq.)

NOTICE IF HEREBY GIVEN THAT:

- (a) The work of improvement known as the **Meter Installation and Service Lateral Phase 2 Project located in the Town of Paradise in the County of Butte**, was completed and accepted as complete on **March 20, 2024**.
- (b) The name and address of the owner is:
Paradise Irrigation District
6332 Clark Road
Paradise, CA 95969
- (c) The nature of the interest or estate of the Owner is:
Vendee under contract
- (d) The site is described as:
Paradise Irrigation District Boundaries, multiple locations.
- (e) The name of the original contractor is:
RCI General Engineering
P. O. Box 2531
Oroville, CA 95965

The work is described as:

Construction services for the installation of meters, backflows, laterals, service connections. The work includes clearing and grubbing, trenching, lateral installation and fittings, meter installations, backflow installations, minor paving, and other items of work as indicated on the project bid book and plans.

Dated: March 20, 2024

Tom Lando, District Manager

VERIFICATION

I, the undersigned say:

I am the District Manager of Paradise Irrigation District, the owner of the aforesaid interest or estate in the property described in the Notice of Completion and Acceptance for the Meter Installation and Service Lateral Phase 2 Project only located in Paradise, California.

I have read the foregoing notice and know the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 20, 2024 at Paradise, California.

Tom Lando, District Manager



QUICK SUMMARY DASHBOARD

For the Period Ending 02/29/24

Cash & Equivalents	\$	-
Investment Portfolio Cost	\$	-
Portfolio Yield		5.19%

	YTD Actuals	YTD Budget	FY24 Budget
Operating Income			
Water Service, Fees, & Consumption	\$ 3,317,680	\$ 3,786,821	\$ 5,680,232
Installations and Custom Work	\$ 77,331	\$ 44,000	\$ 66,000
Total Operating Income	\$ 3,395,011	\$ 3,830,821	\$ 5,746,232
Investment Income			
Interest Income	\$ 2,004,221	\$ 1,733,333	\$ 2,600,000
Investment Gain/Loss	\$ 106,499	\$ -	\$ -
Rental Income	\$ 2,926	\$ 2,000	\$ 3,000
Total Investment Income	\$ 2,113,646	\$ 1,735,333	\$ 2,603,000
Recovery / Misc. Income			
Grant Income	\$ -	\$ -	\$ -
Reimbursements	\$ 157,511	\$ 133,333	\$ 200,000
Miscellaneous & Other	\$ 13,067,690	\$ -	\$ -
Total Recovery / Misc. Income	\$ 13,225,200	\$ 133,333	\$ 200,000
Total Income	\$ 18,733,857	\$ 5,699,487	\$ 8,549,232
Operating Expense			
Source of Supply & Treatment	1,081,591	\$ 1,508,667	\$ 2,263,000
Transmission & Distribution and Meter	\$ 1,900,307	\$ 2,366,000	\$ 3,549,000
Administration	\$ 1,474,602	\$ 1,750,001	\$ 2,625,000
Total Operating Expense	\$ 4,456,500	\$ 5,624,668	\$ 8,437,000
Recovery Expense			
Materials, Supplies, Contracts	\$ 11,711,809	\$ -	\$ -
Outside Services	\$ 2,474,483	\$ -	\$ -
Total Recovery Expense	\$ 14,186,292	\$ -	\$ -
Total Expense	\$ 18,642,792	\$ 5,624,668	\$ 8,437,000
Net Surplus (Deficit)	\$ 91,065.29	\$ 74,819.00	\$ 112,232.00

<u>Customer Status</u>	<u>Count</u>	<u>Est. Monthly Revenue</u>
Active Customers	5,222	at \$43.98 / month = \$229,664
Sealed Customers	4,092	at \$21.99 / month = \$89,983
Disconnected	1,445	
Metered Customers	4,882	



Paradise Irrigation District

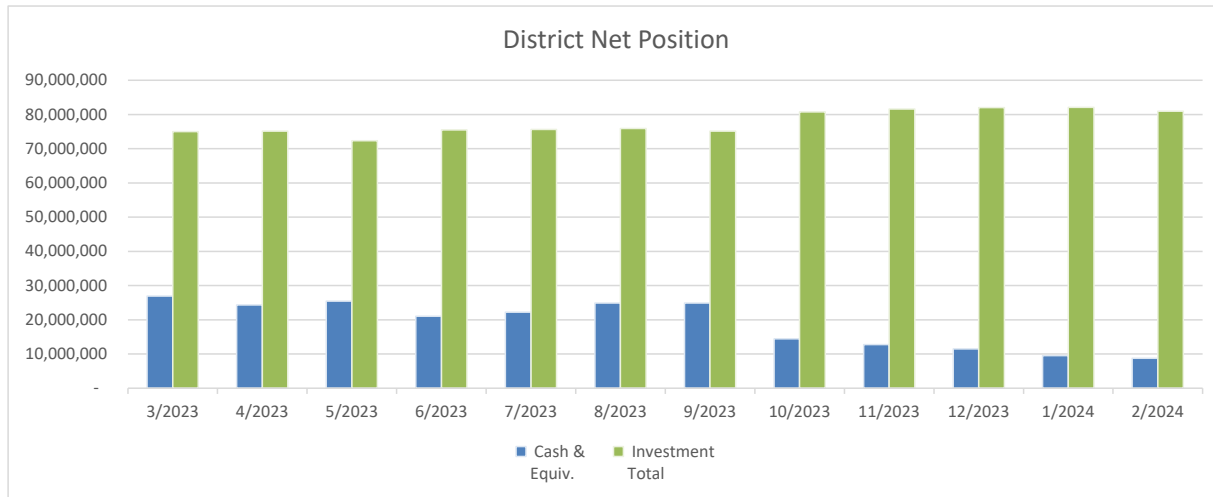
6332 Clark Rd, Paradise, CA 95969 · 530-877-4971 · Fax: 530-876-0483 · www.pidwater.com

Treasurer's Report - February 2024

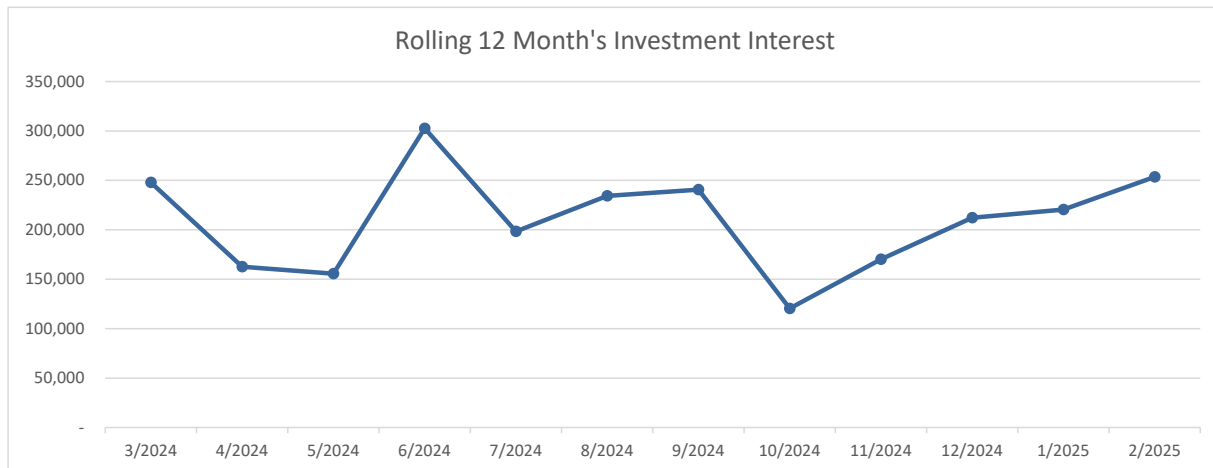
1. Cash, Cash Equivalents, & Investments:

As of month end the District's net position was \$89,682,488, down 2.03% from last month.

- a. Cash holdings at Tri Counties Bank: \$6,619,768 at 5.49%
- b. Cash holdings at CA CLASS: \$464,788 at 5.44%
- c. Cash holdings at LAIF: \$2,641 at 4.07%
- d. Cash holdings at Meeder: \$1,666,868 at 5.19%
- e. Investment at Meeder: \$80,928,422 at 3.89%



As reimbursements are received from Federal and State grant partners, staff is evaluating the balance of cash and equivalents compared to what is held in the investment portfolio for longer term growth. Current interest rates are favorable for keeping a year's worth of expected expenditures in cash & equivalents.



As of month end, current investment holdings will produce \$2,519,094 of interest earnings as displayed in the graph above. This graph shows the interest that will be earned each month for the following 12 months.

2. Debt Service:

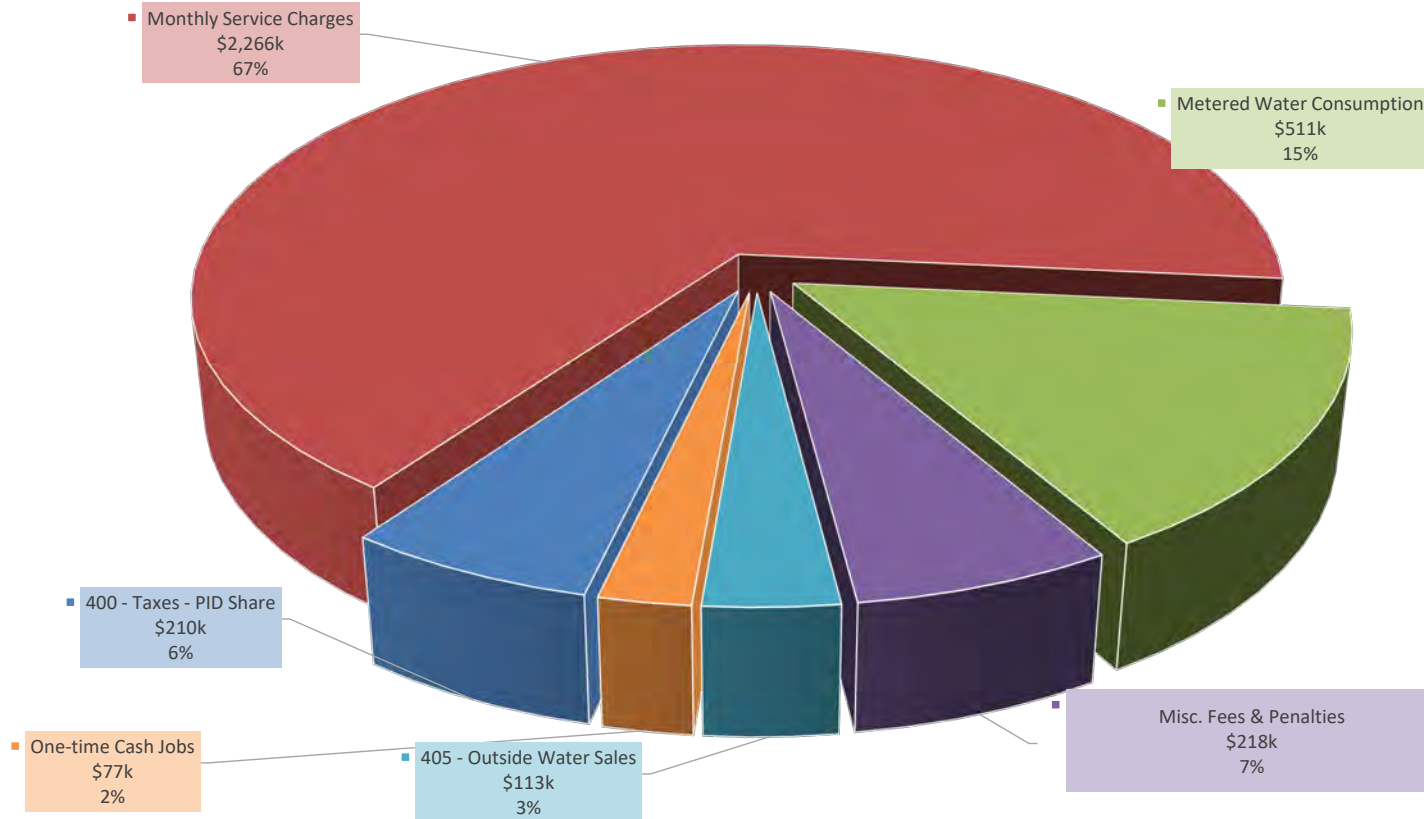
As of month end the District has outstanding debt of \$1,374.095 and has one more loan payment to make this fiscal year.

- a. 2017 Refinance Loan (Truist): \$321,000 at 2.28%
- b. 2007 Magalia Bypass Loan (iBank): \$1,053,095 at 1.00%

3. Revenues - As of month end the Distric's total income recognized YTD was \$20,092,547

Operating Income		YTD Actuals	YTD Budget	FY24 Budget
Water Service, Fees, & Consumption		\$ 3,317,680	\$ 3,786,821	\$ 5,680,232
Installations and Custom Work		\$ 77,331	\$ 44,000	\$ 66,000
Total Operating Income		\$ 3,395,011	\$ 3,830,821	\$ 5,746,232

Fiscal Year to Date Operating Income July 2023 - January 2024

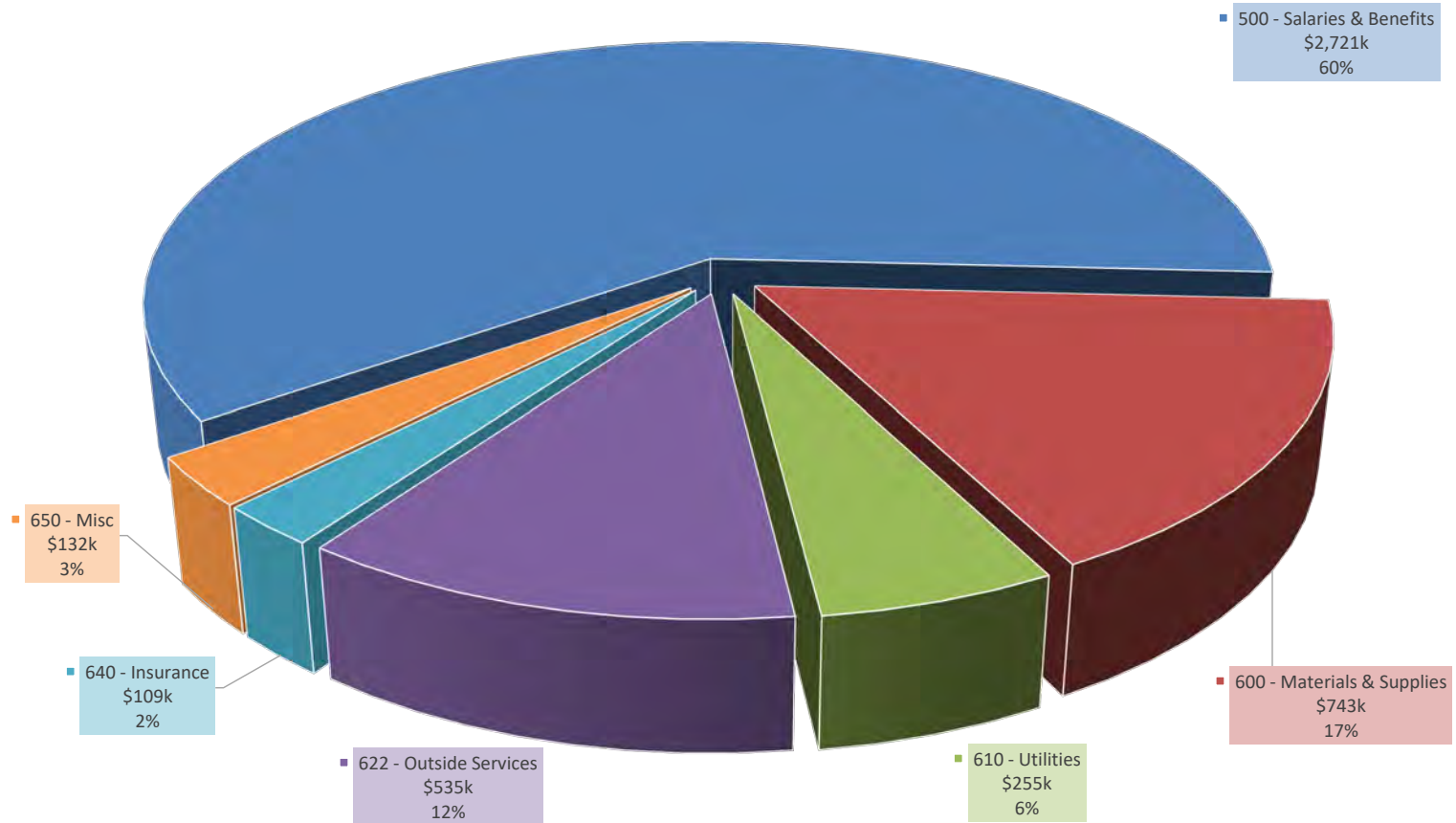


400- Taxes - PID Share	Includes revenues distributed by Butte County for property tax assessments and liens.
Monthly Service Charges	Includes revenues for monthly service fees for hydrant, business, irrigation, and residential meters.
Metered Water Consumption	Includes revenues for metered water consumption.
Misc. Fees & Penalties	Includes revenues for penalties, fines, and fees.
405 - Outside Water Sales	Includes revenues for water sales to other agencies.
One-time Cash Jobs	Includes revenues for service installs, upgrades, repairs, and other misc. work.

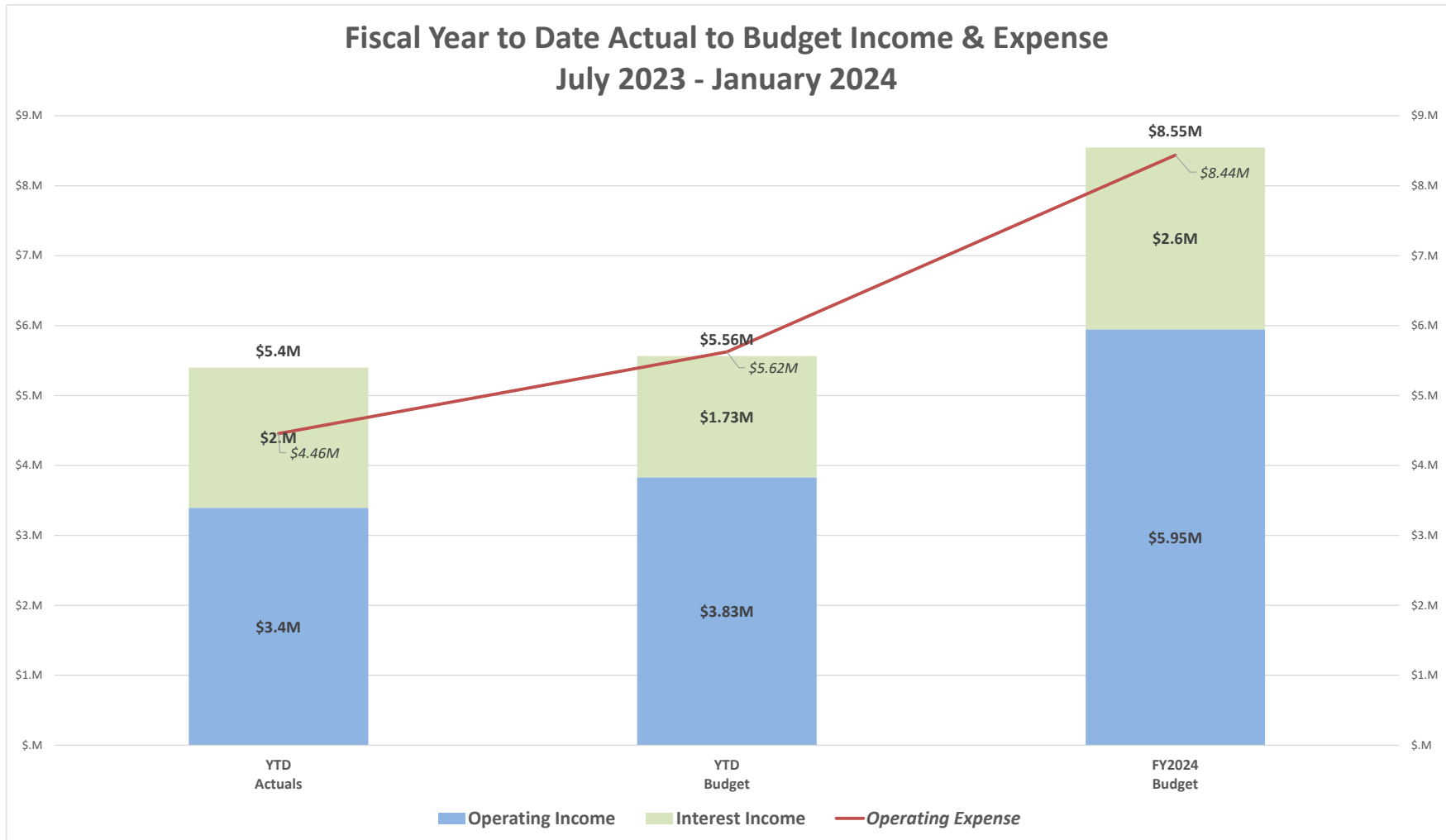
4. Expenses - As of month end the Distric's total cash expenditures YTD was \$4,456,500

Operating Expense		YTD Actuals	YTD Budget	FY24 Budget
	Source of Supply & Treatment	\$ 1,081,591	\$ 1,508,667	2,263,000
	Transmission & Distribution and Meter Shop	\$ 1,900,307	\$ 2,366,000	3,549,000
	Administration	\$ 1,474,602	\$ 1,750,000	\$ 2,625,000
	Total Operating Expense	\$ 4,456,500	\$ 5,624,667	\$ 8,437,000
Recovery & Capital Expenses				
	Total Recovery Expense	\$ 14,186,292	\$ -	\$ -

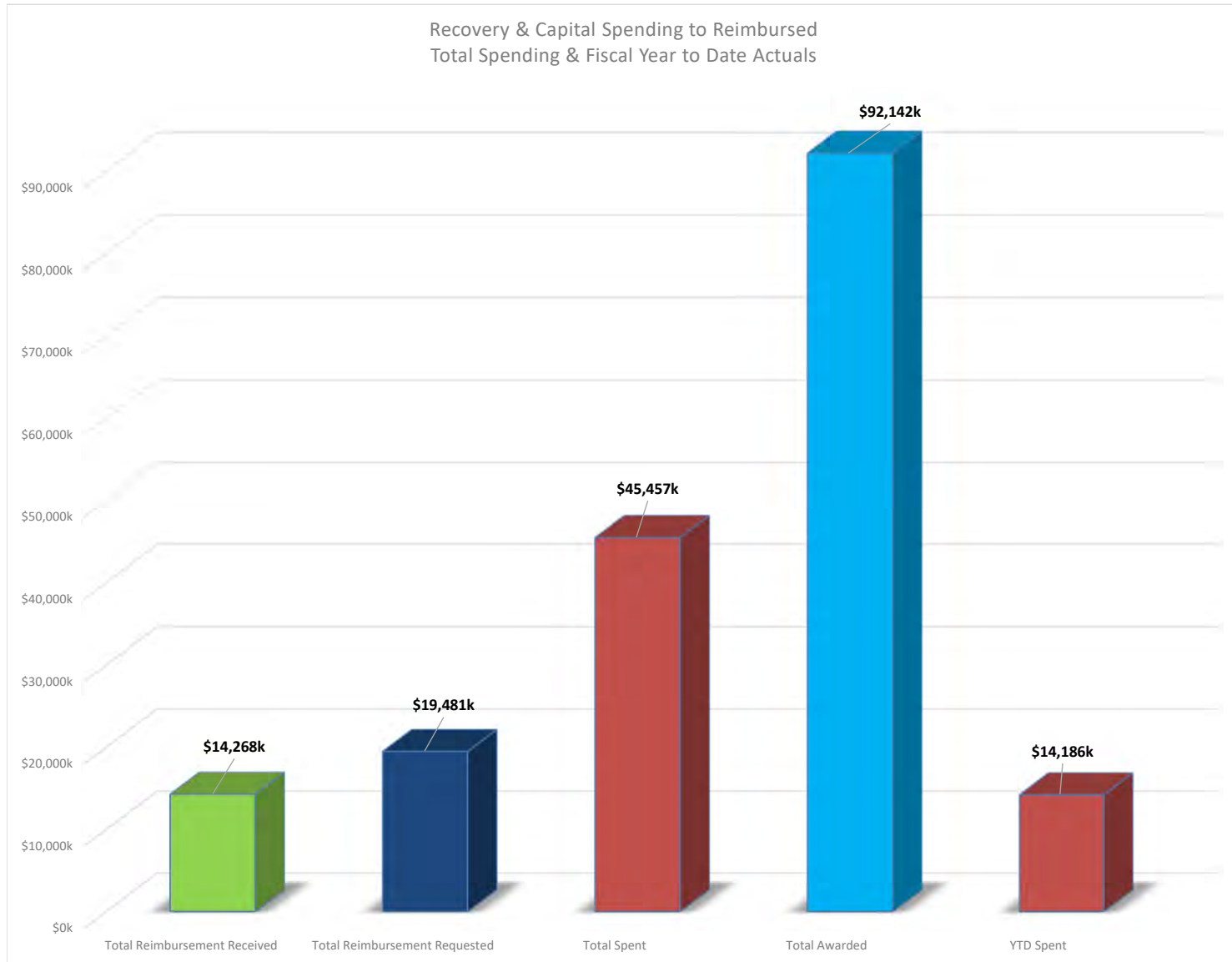
Fiscal Year to Date Operating Expense July 2023 - January 2024



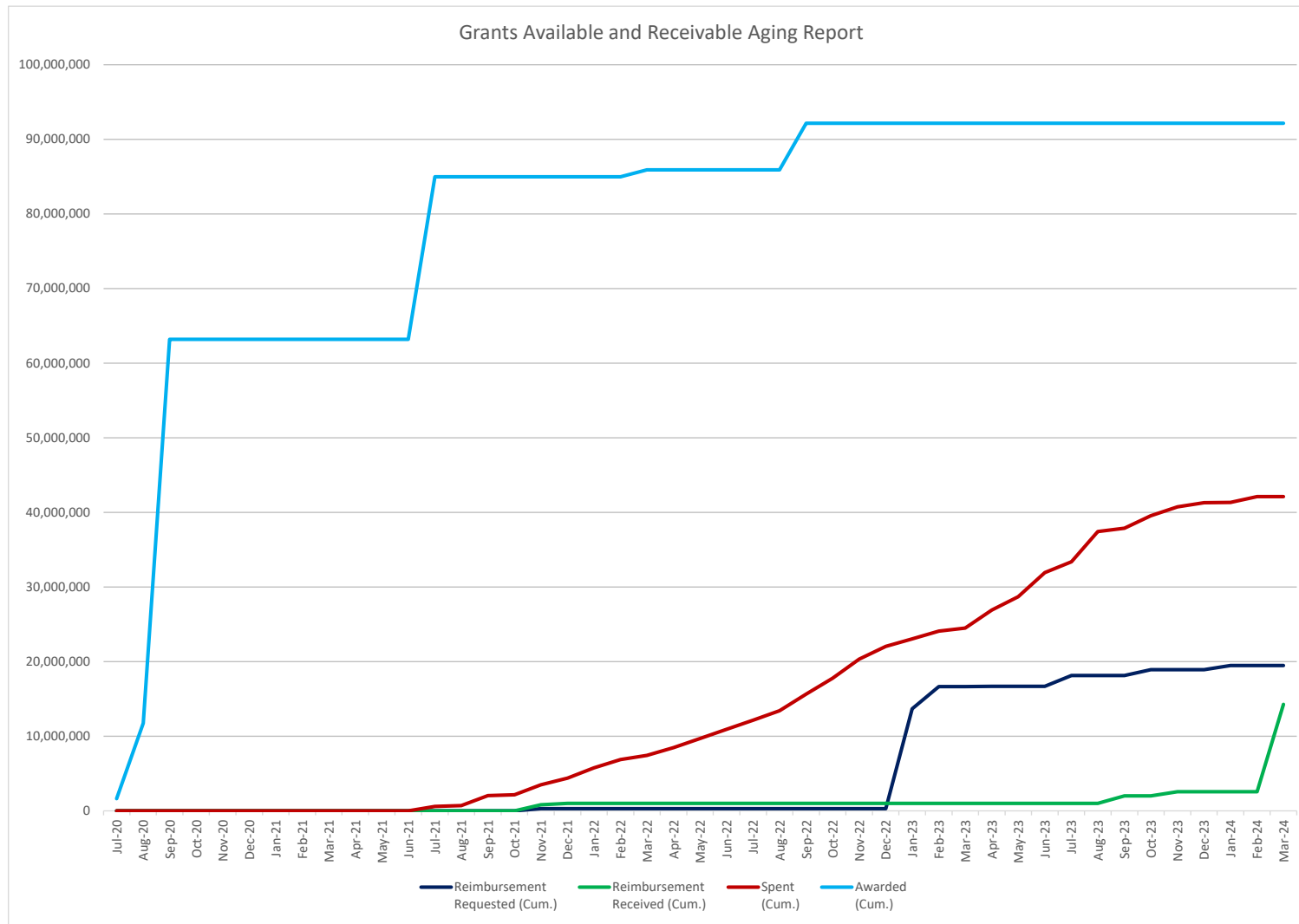
5. Budget - As of month end the Distric's has collected 59% of the operating revenue budget and has spent 53% of the operating expense budget.



6. Recovery & Capital Projects



6. Recovery & Capital Projects (cont.)



Projects being reported

Project	Reimbursement Received (Cum.)	Reimbursement Requested (Cum.)	Spent (Cum.)	Awarded (Cum.)
MISLR 2 & 3	12,109,488	13,401,026	31,915,994	61,558,108
Reservoir B	-	2,954,369	9,060,447	21,787,417
Zone A	1,490,909	2,136,307	3,462,253	6,259,315
Magalia Dam	667,693	989,174	1,018,310	2,537,178

Paradise Irrigation District

Treasurer's Report February 29, 2024
Fiscal Year-to-Date Income & Expense Report

	FY2021 Actuals	FY2022 Actuals	FY2023 Actuals	FY2024 YTD	FY2024 Budget	% Budget Remaining
Depart: 00 - Revenue						
400 - Taxes - PID Share	317,000	288,006	184,088	209,562	330,000	36%
401 - Water - Service	3,034,810	3,758,352	4,158,838	2,266,173	4,135,232	45%
402 - Water - Consumption	(44)	0	128,971	510,867	830,000	38%
403 - Water - Fees & Adjustmei	(2,408)	30,005	147,384	217,663	160,000	Over
405 - Outside Water Sales	126,556	214,169	241,404	113,414	225,000	50%
425 - Non-Recurring Services	328,365	373,989	60,925	77,331	66,000	Over
<i>Operating Income</i>	<i>3,804,279</i>	<i>4,664,521</i>	<i>4,921,610</i>	<i>3,395,011</i>	<i>5,746,232</i>	<i>41%</i>
460 - Interest Income	(52,878)	(14,962)	1,630,903	2,004,221	2,600,000	23%
465 - Rental Income	21,416	22,652	14,429	2,926	3,000	
475 - Investment Gain/Loss	21,416	22,652	-984,668	1,465,189	0	
<i>Investment Income</i>	<i>(31,462)</i>	<i>7,690</i>	<i>1,645,332</i>	<i>3,472,336</i>	<i>2,603,000</i>	<i>Over</i>
470 - Grant Income	0	1,360	0	0	0	
490 - Reimbursements	219,507	0	2,419,635	157,511	200,000	21%
495 - Grant Reimbursements	5,443,911	12,880,241	15,229,861	1,931,635	0	Over
499 - Other	9,766,341	120,739,779	1,533,825	11,136,055	0	Over
<i>Recovery / Misc. Income</i>	<i>15,429,759</i>	<i>133,621,380</i>	<i>19,183,321</i>	<i>13,225,200</i>	<i>200,000</i>	<i>Over</i>
Total Revenue:	19,223,992	138,316,243	24,765,595	20,092,547	8,549,232	

	FY2021 Actuals	FY2022 Actuals	FY2023 Actuals	FY2024 YTD	FY2024 Budget	% Budget Remaining
District Operations						
<i>Operating Income</i>	<i>3,804,279</i>	<i>4,664,521</i>	<i>4,921,610</i>	<i>3,395,011</i>	<i>5,746,232</i>	<i>41%</i>
Source of Supply Total:	17,969	251,189	52,597	66,851	75,000	11%
Water Treatment Total:	1,238,662	1,318,893	1,759,582	1,014,740	2,188,000	54%
Transmission and Distribution Total:	2,496,577	2,692,238	3,172,231	1,506,202	2,836,000	47%
Customer Service / Meter Shop Total:	311,476	330,712	512,056	394,105	713,000	45%
Administration Total:	2,972,166	3,066,015	2,505,186	1,474,602	2,625,000	44%
Operating Expense	7,036,850	7,659,047	8,001,652	4,456,500	8,437,000	47%
Net Operating Surplus (Deficit)	(3,232,571)	(2,994,526)	(3,080,042)	(1,061,489)	(2,690,768)	
Interest Income	(52,878)	(14,962)	1,630,903	2,004,221	2,600,000	23%
Reimbursements	219,507	0	2,419,635	157,511	200,000	21%
Operating Surplus (Deficit) with Adjustments	(3,065,942)	(3,009,488)	970,497	1,100,243	109,232	

Report Key

400 - Taxes - PID Share	Includes revenues distributed by Butte County for property tax assessments and liens.
401 - Water - Service	Includes revenues for monthly service fees for hydrant, business, irrigation, and residential meters.
402 - Water - Consumption	Includes revenues for metered water consumption.
403 - Water - Fees & Adjustments	Includes revenues for penalties, fines, and fees.
405 - Outside Water Sales	Includes revenues for water sales to other agencies.
425 - Non-Recurring Services	Includes revenues for service installs, upgrades, repairs, and other misc. work.
460 - Interest Income	Includes revenues earned from investments and savings.
465 - Rental Income	Includes revenues (net) earned from rental properties.
475 - Investment Gain/Loss	Includes revenues from realized and unrealized investment activity.
470 - Grant Income	Includes revenues from awarded grants that are not reimbursements.
490 - Reimbursements	Includes revenues from contracts, damage repairs, and small insurance claims.
495 - Grant Reimbursements	Includes revenues from requested expenditures of grant funds.
499 - Other	Includes revenues from settlements and all other sources that are nonrecurring.
Source of Supply:	Includes expenses related to the initial collection and holding of the District's raw water (the dams & reservoirs).
Water Treatment:	Includes expenses related to the treatment and of the District's water.
Transmission and Distribution:	Includes expense related to the maintenance of the District's ability to store and distribute treated water.
Customer Service / Meter Shop:	Includes expenses related to the maintenance and support of the District's backflow and water metering devices.
Administration:	Includes expenses related to the administration, engineering and regulatory aspects of the District's operations.

Paradise Irrigation District
Treasurer's Report February 29, 2024
Fiscal Year-to-Date Expense Report
Operating Expenses

	FY2021 Actuals	FY2022 Actuals	FY2023 Actuals	FY2024 YTD	FY2024 Budget	% Budget Remaining
Depart: 10 - Source of Supply						
600 - Materials & Supplies	3,160	3,875	43,364	65,590	50,000	Over
610 - Utilities	0	0	176	215	0	
622 - Outside Services	1,259	46,757	2,138	1,679		
650 - Misc	13,550	200,557	6,920	-633	25,000	103%
Total Expense:	17,969	251,189	52,597	66,851	75,000	11%

Depart: 30 - Water Treatment						
500 - Salaries & Benefits	982,404	1,012,944	1,114,664	602,147	1,156,000	48%
600 - Materials & Supplies	201,222	250,351	346,512	195,439	680,000	71%
610 - Utilities	514	5,127	166,242	141,019	181,000	22%
622 - Outside Services	13,776	15,625	79,606	35,481	27,000	Over
640 - Insurance	36,102	34,846	36,743	34,073	44,000	23%
650 - Misc	4,644	-	15,815	6,580	100,000	93%
Total Expense:	1,238,662	1,318,893	1,759,582	1,014,740	2,188,000	54%

Depart: 40 - Transmission & Distribution						
500 - Salaries & Benefits	1,257,362	1,429,522	1,637,723	979,975	1,515,000	35%
600 - Materials & Supplies	614,244	685,034	939,640	342,442	538,000	36%
610 - Utilities	31,119	18,062	81,971	71,126	91,000	22%
622 - Outside Services	513,181	493,029	463,557	50,564	185,000	73%
640 - Insurance	29,279	28,261	29,800	47,413	36,000	Over
650 - Misc	51,392	38,330	19,541	14,683	30,000	51%
Total Expense:	2,496,577	2,692,238	3,172,231	1,506,202	2,395,000	37%

Depart: 50 - Customer Service / Meter Shop						
500 - Salaries & Benefits	290,613	295,789	492,967	368,877	476,000	23%
600 - Materials & Supplies	692	8,901	13,759	14,069	5,000	Over
610 - Utilities	0	3,000	3,196	3,704	4,000	7%
622 - Outside Services	9,233	12,463	-9,000	2,117	50,000	96%
640 - Insurance	10,938	10,559	11,134	4,703	13,000	64%
650 - Misc	0	0	0	635	30,000	98%
Total Expense:	311,476	330,712	512,056	394,105	578,000	32%

Depart: 60 - Administration						
500 - Salaries & Benefits	998,237	1,229,198	1,396,557	769,806	1,211,000	36%
600 - Materials & Supplies	109,204	200,854	217,952	105,646	337,000	69%
610 - Utilities	44,365	41,673	53,783	38,623	45,000	14%
622 - Outside Services	1,656,841	1,414,867	521,836	427,079	581,000	26%
640 - Insurance	56,970	44,979	47,428	23,091	57,000	59%
650 - Misc	106,549	134,444	267,630	110,356	100,000	Over
Total Expense:	2,972,166	3,066,015	2,505,186	1,474,602	2,331,000	37%

All Operating Departments						
500 - Salaries & Benefits	3,534,205	3,968,214	4,641,911	2,720,805	4,358,000	38%
600 - Materials & Supplies	928,346	11,636,074	1,487,843	723,186	1,610,000	55%
610 - Utilities	273,809	224,788	305,368	254,686	321,000	21%
622 - Outside Services	2,185,947	1,992,615	1,287,928	516,921	843,000	39%
640 - Insurance	133,289	117,239	125,105	109,280	150,000	27%
650 - Misc	1,216,340	1,394,208	1,687,090	131,621	460,000	71%
Total Expense:	8,271,937	19,333,137	9,535,245	4,456,500	7,742,000	

CHAPTER 13 BUDGET, AUDITS, ACCOUNTING AND FINANCE

13.1 BUDGET

- A. By May 1st of each year, the Treasurer shall present to the Finance Committee an outline of concepts for the revenue, operating, and capital budget amounts. Final drafts of the budget shall be submitted for committee review prior to presenting to the Board.
- B. On or before the first regularly scheduled meeting of the Board in July, the Treasurer shall prepare for the ensuing year, and file with the Board, tentative revenue, operating, and capital budgets, together with specific District goals and work programs and any other supporting data required by the Board.
- C. The tentative budget shall be reviewed and considered by the Board at any regular meeting or special meeting called for that purpose. The Board may make any changes considered advisable in the tentative budget, pursuant to statute and generally acceptable accounting standards. The District will continue normal expenditures of funds during the period of time from the first day of each fiscal year through the date the Board adopts that fiscal year's budget, unless specifically instructed by the Board to do otherwise.
- D. After review, the Board shall adopt operating and capital budgets for the fiscal year period. Upon final adoption, the operating and capital budgets shall be in effect for the budget year, subject to any later amendment. During the budget year, and at a minimum during the mid-year review, the Board may, in any regular meeting or special meeting called for that purpose, review the operating and capital budget for the purpose of determining if the budget amounts need to be amended.
- E. During the budget process and at the mid-year budget review, the Treasurer shall discuss District reserving requirements for debt service obligations and short and long-term replacement, capital projects, connection fee requirements and other reserving obligations. This review shall also include any discussions regarding debt service bond covenant requirements impacting the District.

~~F.~~ Any department, with the approval of the Manager and Treasurer, may utilize up to 15% of funds designated for another department's use within a budget line item.

13.2 INDEPENDENT AUDITOR

- A. The independent auditor has the responsibility of reporting whether the District's financial statements are prepared in conformity with auditing standards accepted in the United States of America, the state Controller's Minimum Audit Requirements for California Special Districts, and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United

States. Copies of the annual audit report shall be filed with the California State Controller's Office and shall be filed as a public document in the office of the District.

- B. Every three years, the District shall select its auditor by a competitive request for proposal process. Contracts shall be issued for three-year terms and in accordance with Section 12.4.5 of this manual. The District shall not retain the same auditor for more than six consecutive years.

13.3 ACCOUNTING AND FINANCE

A. General Fund and Payroll Check Signers

Any two of the following individuals shall sign general fund and payroll checks: Treasurer, District Manager, Assistant District Manager, Office & Customer Service Manager, District Secretary, Board President, Board Vice-President, or any other individual authorized by resolution of the Board of Directors.

1. General Fund Checks

On a day-to-day basis, the preferred signers shall be a combination of at least two of the following: Treasurer, Office & Customer Service Manager, Assistant District Manager, or District Manager, with the internal control preference being the Treasurer and Office & Customer Service Manager in accordance with the Procurement Policy.

A complete descriptive register of general checks issued in a given month shall be prepared by accounting personnel and provided in the agenda packet for Board review and acceptance by no later than the Board meeting of the following month.

2. Payroll Checks

On a day-to-day basis, the preferred signers shall be a combination of at least two of the following: Treasurer, Office & Customer Service Manager, District Secretary, Assistant District Manager and/or District Manager.

13.4 CAPITALIZATION VERSUS EXPENSE

Single item purchases with at least an anticipated useful life of three years and exceeding \$10,000 each shall be capitalized as a fixed asset. The purchase of these fixed assets shall be included on the District's statement of net assets and depreciated over the asset's estimated useful life. The purchase of fixed assets for less than \$10,000 shall be expensed. Other expenditures, for \$10,000 or more, which provided a significant increase in future service potential of a fixed asset shall also be capitalized as part of the existing asset. To meet the criteria for a capital expenditure, the purchase should extend the useful life of an

asset, increase the quantity of service provided by an asset, or increase the quality of service by an asset. Capital expenditures may include the following: additions (enlargements, expansions or extensions of existing assets), replacements and improvements, and rearrangement and relocation of an asset.

Expenditures for normal repairs and maintenance shall not be considered as capital expenditures.

13.5 PETTY CASH

A petty cash fund in the amount of \$1,~~000~~200 will be maintained for the purpose of providing cash for miscellaneous cash purchases, front counter drawer customer transactions, and certain employee reimbursements in accordance with Sections 11.2 and 11.13 of this Policy Manual, ~~and for Paradise Lake permit fee sales~~. Access to petty cash shall be limited to the Finance & Accounting Manager, Office ~~& Customer Service~~ Manager, the Accounting Technician, and Utility Billing Technician.

February 16, 2024

Baker Tilly US, LLP
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bakertilly.com

Mr. Tom Lando, District Manager
Ms. Mickey Rich, Assistant District Manager
Paradise Irrigation District
6332 Clark Road
Paradise, CA 95969

Delivered electronically

Dear Mr. Lando and Ms. Rich:

Thank you for the opportunity to provide a proposal to assist you with developing a long-range financial forecast (fiscal model) for the Paradise Irrigation District ("District"). We have prepared a scope of work that reflects our understanding of the District's desire to develop a fiscal model that will inform leaders' decisions about costs and resources necessary to fulfill the District's service delivery expectations in the coming years.

We propose to develop a long-range fiscal model that will include an interactive dashboard to help decision-makers see the impacts of various trends and assumptions and inform their decisions on funding District services. It will include an analysis of underfunded/unfunded capital projects and post-employment benefit costs that the operating funds may need to support in the future. The fiscal model will allow District staff to update it in future years with minimal support.

The model will provide managers and policymakers a view of the fiscal landscape, a way to communicate the depth of any potential fiscal gaps, and a foundation for implementing budget strategies needed to live within the long-term baseline revenues. Once the fiscal model is completed and shared with District leaders, staff can develop recommended budget strategies to address any identified structural deficit.

About Baker Tilly

Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. As we help our clients identify new needs and opportunities, we innovate and change to work better.



Our roots took hold in 1931 in Waterloo, Wisconsin, where we began as a public accounting firm specializing in canning factory audits. Since that time, we have grown with more than 40 different business combinations, each with its own rich history, expanding our presence coast to coast and globally and expanding our scope across industries, services and areas of expertise. One thing has not changed over time: **our shared passion for enhancing the services our clients deliver.**

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. We recognize this complexity and are eager to serve as a truly valued advisor to the public sector. Nationwide, our state and local government practice serves 4,000 state and local governmental entities, including municipalities, special districts, counties, public utilities, school districts and transit.

OUR COMBINED SERVICES INCLUDE:

- | | |
|--|--|
| <ul style="list-style-type: none">• Executive recruitment• Executive coaching• Executive performance assessment• Organization assessments• Organization development• Performance management | <ul style="list-style-type: none">• Process improvement• Strategic and business planning• Service sharing and service consolidation• Management services• Municipal advisory services• Financial planning, budgeting and analysis |
|--|--|

Understanding the engagement

The District was established as an independent enterprise special district in 1916 under the California Water Code. The District is governed by a five-member board of directors elected by voters in the town of Paradise. The District Manager is appointed by the Board to manage the District's operations.

The District stores, treats, transports and distributes water to the community in the town of Paradise. It operates a treatment plan that draws water from the Magalia Reservoir and Paradise Lake.

On November 18, 2018, the Camp Fire, which started as a result of faulty electric transmission lines managed by Pacific Gas and Electric Company (PG&E), ravaged the Paradise community. Most of the town's properties were burned and rendered uninhabitable. A significant amount of the District's water transmission lines, and nearly all lateral lines, were damaged because of the fire, resulting in system contamination that required extensive repairs and replacement. In May 2022, the District reached a settlement for a portion of its claim against the Fire Victims Trust established through PG&E funds to compensate victims of the fire. The District was awarded nearly \$190 million. To date, the District has received approximately 60% of the settlement amount.

The District is funded primarily through water rates established by the Board and subject to the provisions of California Proposition 218. Before the fire, the District was serving approximately 10,500 customers. At the beginning of FY 2024, over 4,300 customers were being served, with an additional nearly 4,600 customers on a "ready-to-serve" rate. Current water rates were established for 2019 just prior to the fire. They have not been adjusted since that time. The District is using the settlement funds, as well as insurance proceeds, to rehabilitate the system and maintain operations. It has maintained full staffing to support the reconstruction of the Town's properties and bring those properties back online for water service.

While the current operating and capital needs are being funded by these one-time resources, District leaders are concerned that the long-term financial viability of the District needs to be addressed. The District does not have a current long-range financial forecast. The water rate study in 2019 only provided information necessary to inform development of water rates, not to model long-range financial viability. The District would like to develop a ten-year financial forecast to help inform the Board and District leaders regarding staffing, capital planning, and resource needs on a long-term basis.

Proposed plan of work

Based on our experience with financial modeling and our understanding of your needs, we have prepared a plan of work to provide a long-range financial forecast (fiscal model) for the District. This framework is amenable to refinement based on your input.

Activity 1 – Start project

Baker Tilly will begin this project with a kickoff meeting with you and others as designated. During this meeting, we will refine the schedule, discuss project objectives, and review the tasks to be completed. After this initial kickoff meeting, we will submit a document and data request to the District's project team.

Activity 2 – Gather information and data

Next, we will initiate a careful learning phase to understand the District's current fiscal status. Key tasks include:

- Gathering data to be used throughout the analytical phase of the project. This will include budgets, budgetary recommendations, financial reports, analytical work, settlement funding, labor agreements, and other pertinent information.
- Reviewing multi-year budget information, including revenue sources and amounts, expenditure allocations, reserves and other funds, budgetary reductions and cost shifts that have been made to date. We will also deepen our learning about the service area's current and projected economic environment, population projections based on Butte County and Town forecasts, the District's labor environment, and other relevant factors that have changed over the past five years.
- Reviewing your previous budgets and any short- to long-range financial planning that has been performed in recent years to understand the key drivers of financial decisions made by District staff and Board members.
- Reviewing budgeting approaches and testing budget assumptions against actual experience, and reviewing and factoring in the District's inventory of unmet or deferred infrastructure and maintenance needs to the extent the information is available.
- Speaking with District staff to learn about key drivers and assumptions in the development of the fiscal model.
- Conducting interviews with each board member to discuss policy-related matters that will help to inform the development of the fiscal model to support policy decisions now and in the future.

Activity 3 – Develop baseline fiscal trend model

Next, we will analyze the data we have gathered through the previous activities and prepare a long-range (ten-year) fiscal model. Key tasks include:

- Identifying historical trends and updating the forecast to provide a comprehensive perspective of the factors affecting the financial capacity of the District. This analysis will provide a sound basis for understanding the financial ability to fund services during the next 10 years, both with and without the use of one-time settlement funds.
- Developing the multi-year fiscal model based on this information. The model will tie back to accounting and payroll records and represent a fiscal model that will allow District staff to update it in the future.
- Creating inputs based on the District's long-range capital improvement plans to the extent such information is available.
- Incorporating trend assumptions and analyses into the dynamic dashboard to inform the community's recovery projections in terms of properties served and staffing levels based on District input.
- Developing a draft forecast and then reviewing it via videoconference with project team members to refine and validate our new assumptions. We are careful to tie back all model data to the District's source documents and to fully explain the assumptions underlying the model.
- Making refinements and revising the final model suitable for presentation.

- Developing a user manual and conducting up to four hours of staff training on the capabilities of the model and how to update the model in future years with the expectation that staff will “own” and begin using and updating the model regularly as a tool.

We will conduct periodic check-ins with staff throughout the project to provide updates and to ask clarifying questions as the model is developed.

Activity 4 – Present model and provide support

During this activity, we will develop a draft slide deck presentation and finalize it based on your feedback. We will present the fiscal model to the District Board in person during a public Board meeting to be scheduled by the District.

We are committed to ensuring District staff have a tool to use in preparing forecasts in future years. We will continue to provide on-call assistance during the next year to address any questions staff might have as they use the model. This support does not include updating the fiscal model for future years but provides support and guidance to the District as it implements the tool in subsequent forecasts.

Optional Activity A – Conduct fiscal gap analysis of unfunded/underfunded needs

Development of the baseline forecast will incorporate District-provided placeholders to cover existing identified capital needs. We have found that agency leaders often require an assessment of unmet needs that pose a future threat and should be considered in addressing their agency’s financial sustainability. These include infrastructure, fleet replacement, information technology reinvestment, and similar needs within the District’s core service area. For some agencies, such unfunded needs may also include pension or other post-employment benefits (OPEB) obligations for which funds are not being set aside. This exercise will help officials document future needs and identify gaps that could prevent the District from meeting those needs.

We will review various documents such as fees and rates schedules, capital improvement plans, facilities master plans, facility maintenance project plans, equipment inventories and replacement funding methodologies, and actuarial analyses on pension and OPEB obligations. We will conduct interviews with relevant District finance, engineering and facilities staff (where relevant) to inform our analysis as well as analyses prepared by any other consultants relative to pension and OPEB obligations.

With this information, we will then perform a fiscal gap analysis. We will develop an estimate of the funding requirements for capital improvement projects and post-retirement obligations. We will then compare these funding requirements with available and projected funding resources. These needs will be incorporated into the District’s financial forecast. Including these unfunded or underfunded needs, even as broad estimates, will give officials a more accurate picture of the District’s future costs and financial outlook and will help decision-makers gain a thorough understanding of policy issues related to maintenance standards, service delivery expectations, and funding opportunities to address the fiscal gaps.

Optional Activity B – Develop labor costing model

The baseline fiscal model we create will use high-level personnel cost summaries provided by District staff to inform trends and projections in various compensation and benefit categories such as salaries (full- and part-time), retirement, health benefits, other salary-based benefits (e.g., Medicare, workers’ compensation, unemployment insurance, other payroll taxes), and competency— or position-based benefits (e.g., uniform allowance, certification pays). These amounts are aggregated into summary totals for each benefit subject to how those costs are tracked in the District’s general ledger. These aggregated totals can be categorized by bargaining group if such information is available and provided by District staff.


If desired as an optional activity, we can develop a labor costing model that will feed financial projections into the baseline model or can be used separately to inform labor negotiators during the meet and confer process. We understand that the District has not conducted a formal long-range organizational assessment to inform what potential staffing levels are required. To the extent that the District will conduct such a study, this labor costing tool can provide helpful insights into understanding the fiscal implications of organizational restructuring and sizing the organization for future service delivery.

If the District chooses to incorporate this component in its fiscal model, we would conduct this optional activity by performing the following activities:

- Extracting salary and benefit information for every employee and any authorized but unfilled positions by bargaining group.
- Assessing projected known benefits based on executed memoranda of understanding and/or compensation and benefits plans for each bargaining group and/or position.
- Developing pro-forma salary and benefit projections at the employee/position level, adaptable to changes in organization structure and compensation and benefits plans.
- Creating a separate labor costing dashboard per bargaining group to model proposed contract changes subject to meeting and conferring, as well as an easy-to-understand computation of “1% of compensation” for each bargaining group used as a benchmark for labor negotiators in informing proposals during the negotiations process.
- Incorporating the results of the labor costing modeling into the baseline forecast with the ability to turn on and off the labor costing model in the baseline forecast.
- Reviewing the labor costing model with the project team.
- Reviewing the outcomes of the labor costing model with employee labor representatives at the discretion of District management.

Aligning key engagement team members with your goals

Your team of professionals offers a collaborative focus supported by the breadth and depth of our firm’s national resources. Engagement team members are introduced in the table that follows.

ENGAGEMENT TEAM FOR SANTA CRUZ PUBLIC LIBRARIES	
	Steve Toler — Director
	<i>Project role: Project director</i>
	<ul style="list-style-type: none"> • Steve has vast experience in budgeting and revenue forecasting, financial management and reporting, accounting, purchasing, information technology management, water and wastewater rate modeling, regional shared services planning, organizational development and training, labor relations and negotiations, business continuity planning, risk management, economic development and redevelopment, tax ballot measures, and public engagement. • He spent nearly 20 years in local government public service working for the cities of Cupertino, Foster City and Millbrae, California. • As a consultant he has led over a dozen fiscal planning efforts for cities and special districts. These have all involved the construction of interactive fiscal models. The models include a dashboard that quickly displays key fiscal indicators such as fund balance, annual deficit or surplus and where all key assumptions are displayed and can be varied.

ENGAGEMENT TEAM FOR SANTA CRUZ PUBLIC LIBRARIES

- As budget director of Foster City, he implemented collaborative approaches with departments to prepare their operating budgets, five-year financial plans and capital improvement plans. He performed the personnel, services and supplies, and capital outlay analyses required to ensure a more realistic need for budgeted resources to help departments achieve the City Council's goals.
- Steve serves clients across the Pacific Northwest and West Coast, including recent engagements for the cities of Santa Cruz, Scotts Valley, Belmont, East Palo Alto, El Cerrito, St. Helena, Tracy, Union City and the Town of Windsor in California, as well as Tigard, Oregon and the cities of Newcastle, Kenmore and Sammamish in King County, Washington.



Noemi Barter — Manager

Project role: Project manager; accounting and financial management subject matter specialist

- Noemi is a member of Baker Tilly's Arizona assurance and audit practice. She specializes in audit, review, compilation, accounting and bookkeeping services for the government industry.
- She has more than 13 years of experience in government audits throughout several different industries. Noemi is a member of the American Institute of Certified Public Accountants (AICPA) and the Arizona Society of Certified Public Accountants (ASCPA).
- She earned a bachelor's degree from Ohio State University and a master's in accountancy from Golden Gate University.



Andy Belknap — Managing Partner

Project role: Fiscal recovery planning

- Andy has more than 20 years of local government experience, including service as a city manager, public works director, a variety of interim management positions, and as a consultant to California municipalities and special districts. He specializes in local government financial management and has led numerous projects to address structural fiscal deficits.
- Andy served as an expert witness in the City of Vallejo, California's bankruptcy proceeding and served as project manager for the City of Stockton's AB 56 process mediation and subsequent Chapter 9 bankruptcy and recovery. Andy managed the City of San Bernardino's bankruptcy and developed the plan of adjustment for the City, which led to fundamental changes in governance and operations. As a result of bankruptcy recovery and other work, he is expert at identifying alternative service delivery arrangements, as well as developing revenues over a broad array of municipal services.
- A trained economist, Andy brings a special expertise to fiscal analysis and public finance issues. His blend of quantitative skills, coupled with a practitioner's understanding of public services and management systems, adds value to all types of organizational and policy analyses.

ENGAGEMENT TEAM FOR SANTA CRUZ PUBLIC LIBRARIES



Paul Woodard — Special Advisor

Project role: Utilities and capital investment planning subject matter specialist

- Paul has over 40 years of experience in the public sector, specifically in local government. His career has included leadership roles as an Assistant Village Engineer, City Engineer and Director of Public Works.
- Paul has coordinated and supervised activities including solid waste and recycling, engineering, streets, fleet, landfill, buildings, sewer and water utility district, parks, planning, building inspection and stormwater utilities.
- Responsibilities included planning and implementing capital improvement programs and supervising the engineering the preparation of plans and specifications, cost estimates, bidding and construction inspection for capital improvement projects. He has worked extensively with City Administrators and Managers, Councils, Boards and Commissions and led efforts in capital planning, contract negotiations, and department mergers.



Matt Stark — Manager

Project role: Subject-matter specialist

- Matt's primary responsibilities are the design and implementation of financial forecast models, research studies and online survey tools.
- Matt assists several Baker Tilly practice groups with his analytical expertise, helping to find solutions to new challenges within the fields of operational finance, economic development and compensation studies. Specifically, Matt is the primary architect of various interactive financial forecasts for clients ranging from cities and counties to special districts.
- In addition to his financial forecasting work, Matt develops surveys to help elected officials and professional staff to understand the perceptions, opinions and motivations of their communities, providing feedback from residents who would not otherwise make their voices heard. These surveys help inform decisions about spending priorities and long-term planning.
- Designed and conducted random-sample telephone and online surveys for school districts, cities and counties.
- Developed analytical tools for Baker Tilly practice groups in operational finance, capital planning, economic development, employee compensation and transportation planning.

Our experience and qualifications

We encourage you to connect with the clients below to learn more about the value of their relationship with us. The following projects were conducted by Baker Tilly and/or Management Partners prior to its combination with Baker Tilly. Each client will offer a different perspective as you consider your own needs.

TOWN OF PARADISE, CALIFORNIA			
Name	Mr. Jim Goodwin	Title	Town Manager
Phone	+1 (530) 872-6291	Email	jgoodwin@townofparadise.com
Description	<p>Long-range fiscal model and fiscal sustainability planning</p> <p>Our firm has completed several projects for the Town of Paradise. In 2019, in the wake of the devastating Camp Fire, which destroyed nearly 90% of the Town, we engaged with the Town on a pro-bono basis to develop a fiscal model to help with the recovery process. The focus of our work centered on preparing a long-range financial forecast that would help the Town model the fiscal impacts and viability of its operations as the town’s residents and properties rehabilitated.</p> <p>In 2021, we were engaged to update this original fiscal model and to assist the Town with fiscal sustainability planning.</p> <p>In 2022, we completed a comprehensive analysis of police dispatch options for the Town. As a result of this analysis, the Town determined to develop an in-house dispatch capacity.</p> <p>In July of 2023, we completed another update of the long-term fiscal model for the Town. This forecast also included a dynamic dashboard that allows Town leaders to run various scenarios based on staffing levels required to navigate through the recovery process and model the long-term organizational structure.</p>		
CITY OF UNION CITY, CALIFORNIA			
Name	Ms. Joan Malloy	Title	City Manager
Phone	+1 (510) 760-7332	Email	JoanM@UnionCity.Org
Description	<p>Long-range fiscal model</p> <p>We prepared a long-range fiscal model for the City’s General Fund and provided expert advice about the potential fiscal impacts associated with the COVID-19 pandemic recession that was starting to impact City revenues. Also looming over the City was the expiration of a public safety parcel tax measure that, if not replaced, would leave a \$5 million gap in the City's General Fund and severely impact public safety service delivery. The tool we developed provided a useful dashboard to assist the City Council, staff, and community members in understanding the impacts of the pandemic recession and the lapsing of the tax measure if not replaced. Based on the work we completed, the City Council proposed a utility users tax measure for voter consideration in the November 2020 election that was approved and will provide ongoing revenues to support continuity of services as the City exits the pandemic recession.</p> <p>The City has requested assistance in updating the model in subsequent years due primarily to staffing changes and lack of staffing capacity to update the model. The most recent update was completed for the FY 2023-24 and 2024-25 biennial budget.</p>		

CITY OF SCOTTS VALLEY, CALIFORNIA			
Name	Ms. Mali LaGoe	Title	City Manager
Phone	+1 (831) 440-5600	Email	MLagoe@scottsvally.gov
Description	<p>Financial management assistance, fiscal sustainability planning and related services</p> <p>Our firm has provided a wide range of services to the City of Scotts Valley over the past several years in support of the City's budget and finance functions and to support fiscal sustainability. We provided budget development and process implementation services that included the City's first long-range financial forecast as part of its annual budget. The results of that forecast indicated a long-term structural deficit in the General Fund that would liquidate all reserves within three years. During our work on the financial model, we also provided support to the City Manager and contracted legal counsel during labor negotiations with the City's bargaining groups to cost various proposals made by management and labor. We provided a tool tied to the City's financial forecast for City leaders to use during the current and future negotiation process. The tool was presented to labor groups and Council members as a means of creating a more transparent negotiation environment and to demonstrate how various proposals would positively or negatively impact the City's structural deficit. Based on that work, we developed a fiscal sustainability plan for City Council consideration. The project included interviews, focus groups, an employee survey, and two Council workshops. We analyzed various budget strategies, including revenue enhancements, expenditure controls/cost shifts, service delivery changes, and service level reductions that would eliminate the structural deficit and packaged them into various scenarios for Council consideration. Council members reviewed the scenarios and identified several budget strategies for implementation, including tax measures, cost shifts that saw labor groups increase their contributions to pension costs, and service delivery changes that collectively would provide long-term fiscal sustainability to the City.</p> <p>The City has requested assistance in updating the model in subsequent years due primarily to staffing changes and lack of staffing capacity to update the model. The most recent update was completed for the FY 2023-24 budget, working with City Manager Mali LaGoe (a JPA board member) and her Administrative Services Director Stephanie Hill.</p>		

HAYWARD AREA RECREATION DISTRICT, CALIFORNIA			
Name	Mr. James Wheeler	Title	General Manager
Phone	+1 (510) 881-6710	Email	WheJ@HaywardRec.org
Description	<p>Financial forecast development and updates</p> <p>Our firm has supported the District over the past several years in various managerial and financial management areas, including developing a long-range forecast for the District. In 2020, we were engaged to prepare a new financial forecast tool for the District to use on an ongoing basis in helping their Board, staff, and community members understand the District's fiscal health. Voters had just approved a \$250 million bond measure that would provide capital funding for new parks, new facilities, and significant enhancements to existing parks and recreation facility infrastructure. However, the District had not planned for the operational impacts of these amenities. As part of developing a long-range forecast, we engaged with staff to project the operational impacts, based in part on a set of anticipated parks maintenance standards, to fully understand the impacts of those new capital projects.</p> <p>As we completed the fiscal model in 2020, the COVID-19 pandemic began which had a significant impact on the District, practically shutting down all recreation programs for over 15 months. We updated the fiscal model to anticipate the fiscal impacts of the pandemic and updated the fiscal model in 2021 as the District began to plan for restoration of services as the region began to recover from the pandemic.</p> <p>The timing of completion of the fiscal model was opportune in that it provided the District Board and staff the means of understanding the fiscal implications of the pandemic, the capital projects that were planned, and the fiscal capacity to restore services. The model also convinced the District to revise its approach on cost recovery models for its recreation services and is leading the District toward achieving fiscal sustainability in the future.</p> <p>The District's fiscal model was most recently updated and refreshed to provide a more streamlined model for District staff to update for future years. This was completed for the FY 2023-24 budget process.</p>		

Professional fee and timeline

Baker Tilly anticipates devoting 185 hours of staff time to complete the baseline plan of work described above. The total cost of this project is \$41,000, which includes all fees and expenses. Option A (conducting a fiscal gap analysis of unfunded/underfunded needs) would require an additional 40 hours at a cost of \$9,000. Option B (developing a labor costing model) would require an additional 80 hours at a cost of \$18,000. If the baseline project and all options were included, the total cost would be \$68,000.

If an executed contract is in place by mid-March, we would start work in late March. The baseline forecast would be completed by June which we would anticipate presenting to the Board as early as late June or July subject to your schedule. The optional activities, if selected, would be completed within the same timeframes.

The costs and timeline for this project are summarized in the following table.

Activity	Hours	Cost	Timeline (2024)
Baseline Project			
1 – Start project	12	\$2,900	Late March
2 – Gather information	53	\$11,900	April to Early May
3 – Develop baseline financial forecast model	84	\$17,900	Late April to May
4 – Present model and provide support	36	\$8,300	June to July
Total – Baseline Project	185	\$41,000	Estimated completion – end of July
Optional Activity A – Conduct fiscal gap analysis of unfunded/underfunded needs	40	\$9,000	Mid-April to June
Optional Activity B – Develop labor costing model	84	\$18,000	April to May
Total – Baseline plus Optional Activity A	225	\$50,000	Estimated completion – end of July
Total – Baseline plus Optional Activity B	269	\$59,000	Estimated completion – end of July
Total – Baseline plus All Optional Activities	309	\$68,000	Estimated completion – end of July

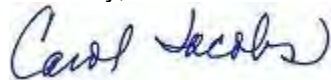
The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

Conclusion

The District will be a valued client of Baker Tilly, and Steve Toler will be personally involved in all aspects of our relationship, from planning through completion. Please contact Steve Toler (Steve.Toler@bakertilly.com) with any questions regarding this proposal.

Thank you for the opportunity to make tangible contributions to your success. We look forward to discussing your questions and feedback.

Sincerely,



Carol Jacobs, Managing Director
Baker Tilly US, LLP
+1 (949) 809 5588 | carol.jacobs@bakertilly.com

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Customer Service Activity Report - February 2024

Service Requests

Service Types	Request Total
Account Management	231
Activate Water w/ Backflow	51
Backflow Maintenance	8
Construction Support	2
Disconnect	0
Field Customer Service	182
Field Maintenance	4
From Active to Ready-to-Serve	23
New Meter Order	0
No Water	6
Transfer Ownership	54
Water Quality	7
Grand Total	568

Decreased from 1430 service requests in February 2023

Phone Activity

Phone Activity	Feb. 2023	Feb. 2024	Trend
Average calls per day	25.21	36.55	Increased
Average abandoned per day	0.60	1.40	Increased
Average time abandon	1:24 minutes	23 seconds	Decreased
Average time to handle	22 seconds	18 seconds	Decreased





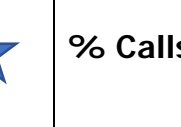
Payments Processed

Payment Method	Feb. 2023	Feb. 2024	Trend
Automated Phone System	176	192	Increased
Customer Service Team	1737	2490	Increased
Web Portal	1524	2025	Increased
Total	3437	4707	Increased

Customer Service Activities

February - March 2024

Phone Survey Ratings

Rating						% Calls
Jan 2023	12	1		0	2	1.8 %
Feb 2023	17	1		0	3	2.9 %
Mar 2023	10	0		0	0	1.1 %
Apr 2023	25	1	1	1	0	3.5 %
May 2023	9	0	0	0	0	0.9%
June 2023	15	0	1	1	0	1.8%
July 2023	7	0	0	0	0	0.9%
Dec 2023	6	0	0	0	0	1.3%
Jan 2023	27	0	0	1	4	5%
Feb 2023	7	0	0	0	1	1%

Customer Compliments

02/29/2024 ~ "I want to express my thanks for the customer service provided by Ari. She was very pleasant."

02/09/2024 ~ "Kim was absolutely excellent, and I appreciate her service so much."

02/08/2024 ~ "My experience with PID has been so wonderful. A positive experience and I thank you so much."

02/06/2024 ~ "Thank you for excellent service, as always."

02/05/2024 ~ "I feel horrible that I can't remember the name of the person who helped me but she was the most wonderful customer service person in the world. I had a concern about my bill, and she cleared the whole thing up!"

02/05/2024 ~ "I have to say that was probably the best customer service I have ever received, no matter what kind of business."

02/02/2024 ~ "Thank you so much. I enjoyed the excellent and polite customer service."

- **DropCountr Registrations**

- We currently have 836 users signed up for DropCountr.
- 14 new users in the last month

- **Vacancies**

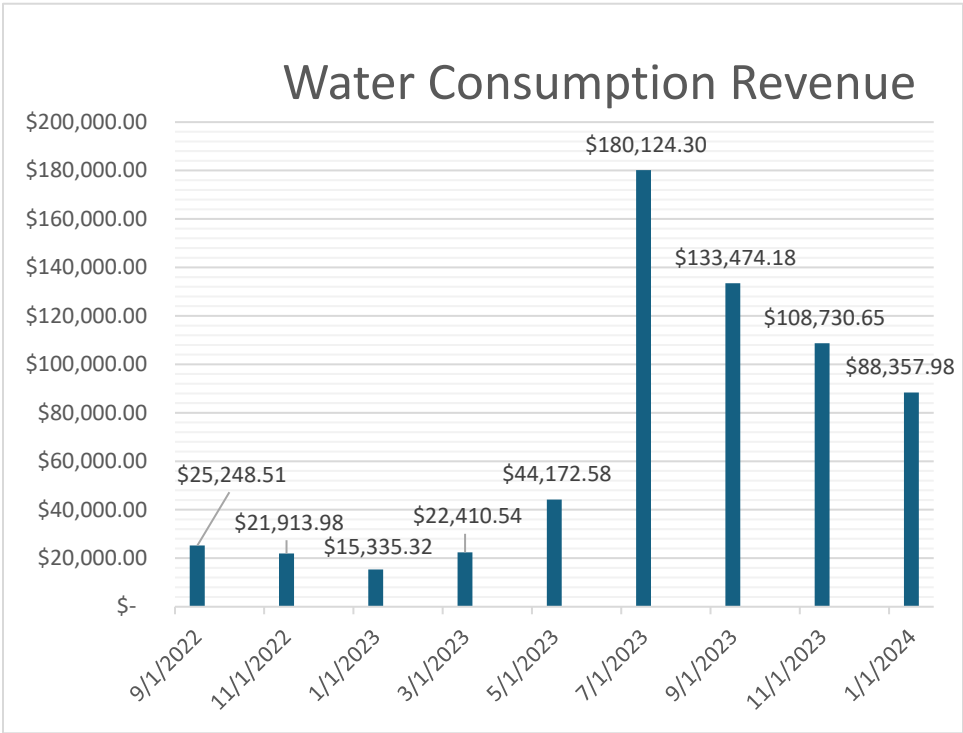
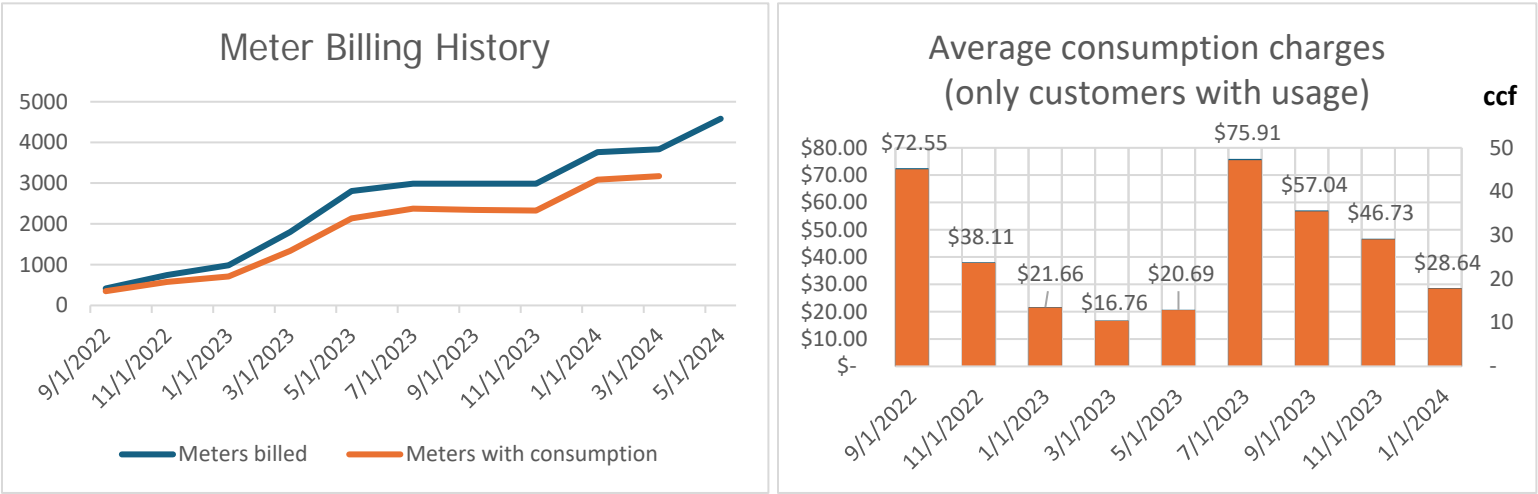
- One vacant accounting technician position

- **Billing**

- Billing continues to operate smoothly.
- Tracy is updating CAP customer registrations as it is time for 3-year recertification.

Monthly Consumption Report

March 2024



All-time Monthly Water Use Averages	
Average monthly Cost per customer	Average usage per month
\$ 21.00	13 hundred cubic feet (ccf)

**STAFF REPORT
FIELD OPERATIONS
February 2024**

TRANSMISSION & DISTRIBUTION

DAILY OPERATIONS

- Our crews have been taking care of leaks, emergencies, and maintenance issues.
- 17 scheduled main line and service line leaks were repaired this month.
- Call Center received 56 after hour calls.
- Standby received 17 calls.
- 11 Emergency Calls / Infrastructure Damage Reports.

SERVICE LINE REPLACEMENT / WATER REQUEST

- 16 Fire Flow tests were performed.
- 1 Service line was replaced.

CUSTOMER REIMBURSEMENT JOBS (by work order)

- 0 Cash Jobs were completed, Due to weather.

OVERVIEW

- Continued efforts are being made with RCI and WWE to keep MISLER #3 project running smoothly and efficiently.
- Zone A Project is going well, we are continuing to work with WWE, T&S, and Blaine on that project.
- The Mains Replacement Project has officially started.
- Coordinating with the Town of Paradise with their Paving Project and Hydrant Replacement Project.
- Congratulations to the newly promoted Crew Leaders
- We currently have an open Warehouse Position.

SUMMARY

We have filled two of our vacant Crew Leader positions, I would like to congratulate Joe Biernacki and Mike Johnson for being promoted to Utility Crew Leaders. They share the same drive and determination that benefits the district greatly.

We currently have an open position for a Warehouse Person due to Francisco Maciel officially announcing his retirement in July. This position will be filled in March to allow for adequate training before Francisco's departure.

MAINTENANCE PROJECTS

- Continued efforts are being made to coordinate work schedules and bids with contractors regarding:
 - Digital Sign Board
 - Both rental buildings on Clark Rd
 - Fixing and improving the lighting in the parking lots of the Admin Building and at the Corp Yard.
- The roof leak on the Admin Building has been repaired. All ridge caps were replaced and reinforcements were added to protect against high winds.
- General yard maintenance at Corp Yard and Admin Office.

DISTRIBUTION SYSTEM OPERATOR PROJECTS

Kurt has successfully completed a week long training class at the Cla-Val headquarters in Costa Mesa, Ca. The completion of this training is vital to our infrastructure because we now possess the knowledge to maintain and ensure proper operation of our pressure reducing valves. This training has not been completed by a PID employee since 2017.

- Formulating a plan for our system wide flushing program.
- Tank site maintenance, including vegetation management.
- Flushing dead end mains.
- Continuing with Fire Flows.
- Continuing to assist and support the field crews as needed.
- Taking Bacti Tests as needed.
- Organizing and repairing all air release valves in the system that are broken or damaged.
- Vault maintenance and repair.

METER SHOP

- 16 Backflows were installed.
- 1,382 Completed USA tickets
- 206 Backflows were tested.
- Continued efforts are being made to address non-compliance backflow assemblies and annual testing for customer owned devices.
- Conducted interviews for the Meter Shop Serviceperson position which will be filled next month.
- Congratulations to Colter Lopez on becoming our new certified Cross Connection Control Specialist.
- Congratulations to John LaBonte on retiring after 29 ½ years of serving our community.
- I would also like to welcome Brandon Dunlap to our team. He has accepted the open Locator position.

STAFF REPORT
WATER TREATMENT PLANT
February 2024

WATER TREATMENT

- Production at the District's treatment plant for the month of January varied between 1.7 and 2.8 mgd, with the average day being 2.4 mgd.
 - Compared to:

	<u>pre-fire Feb 2018</u>	<u>Feb 2020</u>	<u>Feb 2021</u>	<u>Feb 2022</u>	<u>Feb 2023</u>
Low	2.1	2.0	1.7	2.2	2.0
High	23.0	3.1	2.4	3.5	3.2
Avg.	2.6	2.4	2.1	2.8	2.5

- Completed required monthly/quarterly reporting to Department of Drinking Water and Regional Water Control Board.

Treatment Plant

- Clarifier screens have been cleaned.
- Concrete footings being poured for the pump station.
- The treatment plant experienced a 36-hour power outage with the storm that had occurred; the treatment staff worked diligently to continue to provide quality water to PID customers.
- PID has concluded its sample collection for UCMR5 (Unregulated Contaminants Monitoring Rule Round 5) required by The Safe Water Drinking Act through the EPA. UCMR5 requires sampling of drinking water for 29 Per- and Polyfluoroalkyl Substances (PFAS) and lithium. There were 4 sets of samples to be taken throughout 2023 in February, May, August, and November. The sites to be sampled are Post Treatment and the 'D' Tank Well. The results that PID has received for all 4 sample sets have indicated that the samples are below the minimum reporting level. Information regarding the sampling and all substances sampled for will be included in the Annual Consumer Confidence Report. Included is a list of the contaminants UCMR5 sampled for, as well as the results.

MAGALIA/PARADISE DAMS

- Monthly monitoring of piezometers at Magalia and Paradise dams has been performed.
- Paradise is now read every other week due to being full.
- Magalia release is open to control excess water.
- Dam Inspections were done with the Division of Safety of Dams (DSOD)

WATER QUALITY – DISTRIBUTION SYSTEM

- Routine Sampling – 4 Bacteriological samples are taken each week at locations throughout the Distribution system. They are analyzed for Total Coliforms, Fecal Coliform & E. Coli. These samples verify the potability of the water in the system.

February 2024, WATER QUALITY

- Average daily production: 2.4 mgd
- Average effluent turbidity: 0.04 ntu
- Average raw water turbidity: 1.6 ntu

Water Levels (as of 2/29/2024)

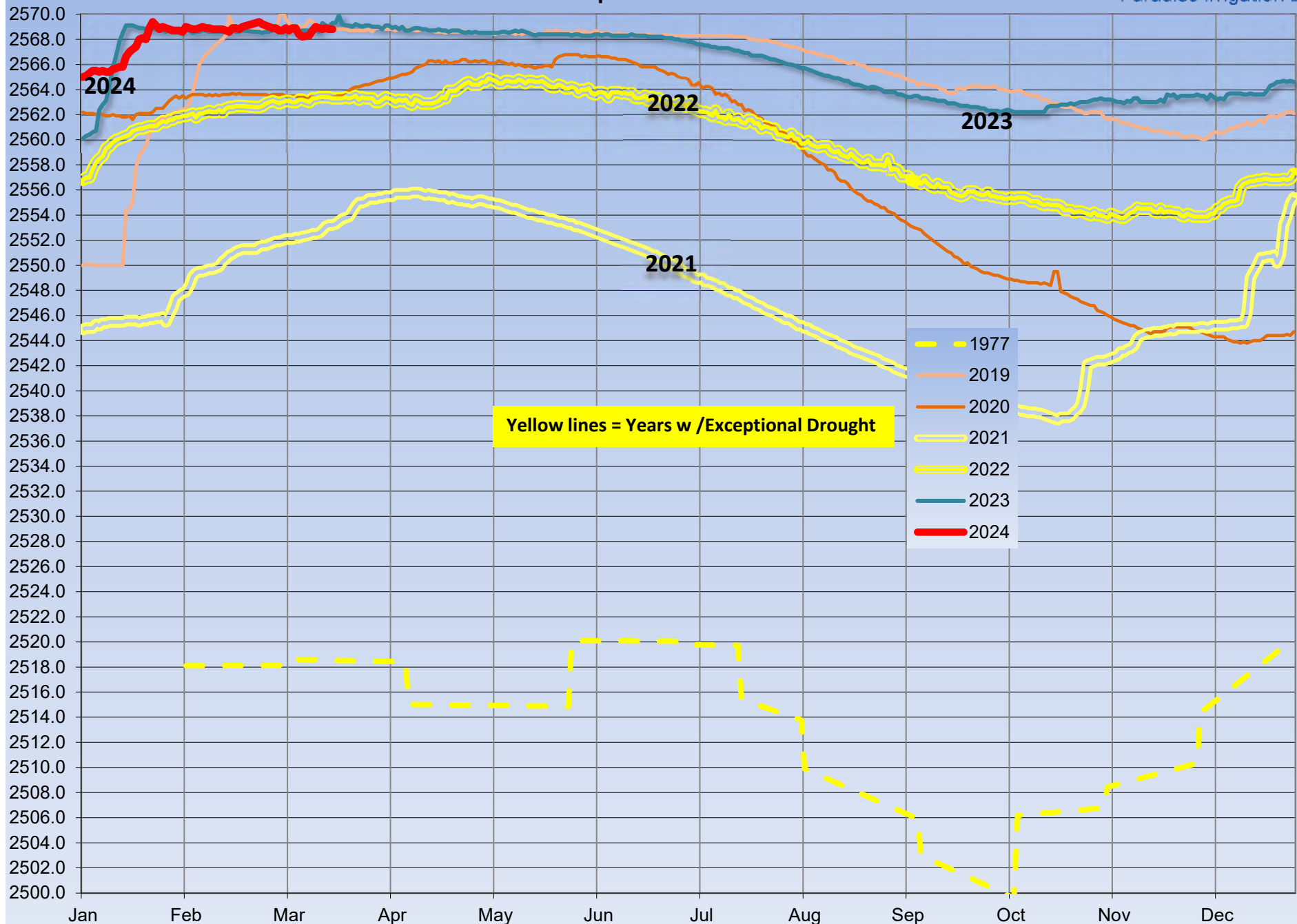
- Magalia Reservoir 2190.2'
- Paradise Lake +0.6' +0.6' same day in 2023
- Percentage of Water in Storage 99% of Total Available
- Rainfall for 2023/2024 rainfall year:

▪ October	Magalia Res. 0.84"	Paradise Lake 1.03"
▪ November	3.47"	4.02"
▪ December	8.52"	9.73"
▪ January	18.69"	17.61"
▪ February	14.00"	16.75"
▪ March		
▪ April		
▪ May		
▪ June		
▪ July		
▪ August		
▪ September		
Total for 2023/2024 Rain Year	31.52"	32.39"
Average Rainfall	64.00"	65.20"

UCMR5 Contaminants sampled for	Result Measure µg/L	*µg/L= microgram per liter= part per billion 1
11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS)	< MRL	*(MRL) minimum reporting levels
9-chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS)	< MRL	
4,8-dioxa-3H-perfluorononanoic acid (ADONA)	< MRL	
hexafluoropropylene oxide dimer acid (HFPO DA)	< MRL	
nonafluoro-3,6-dioxaheptanoic acid (NFDHA)	< MRL	
perfluorobutanoic acid (PFBA)	< MRL	
perfluorobutanesulfonic acid (PFBS)	< MRL	
1H,1H, 2H, 2H-perfluorodecane sulfonic acid (8:2FTS)	< MRL	
perfluorodecanoic acid (PFDA)	< MRL	
perfluorododecanoic acid (PFDoA)	< MRL	
perfluoro(2-ethoxyethane)sulfonic acid (PFEEESA)	< MRL	
perfluoroheptanesulfonic acid (PFHpS)	< MRL	
perfluoroheptanoic acid (PFHpA)	< MRL	
1H,1H, 2H, 2H-perfluorohexane sulfonic acid (4:2FTS)	< MRL	
perfluorohexanesulfonic acid (PFHxS)	< MRL	
perfluorohexanoic acid (PFHxA)	< MRL	
perfluoro-3-methoxypropanoic acid (PFMPA)	< MRL	
perfluoro-4-methoxybutanoic acid (PFMBA)	< MRL	
perfluorononanoic acid (PFNA)	< MRL	

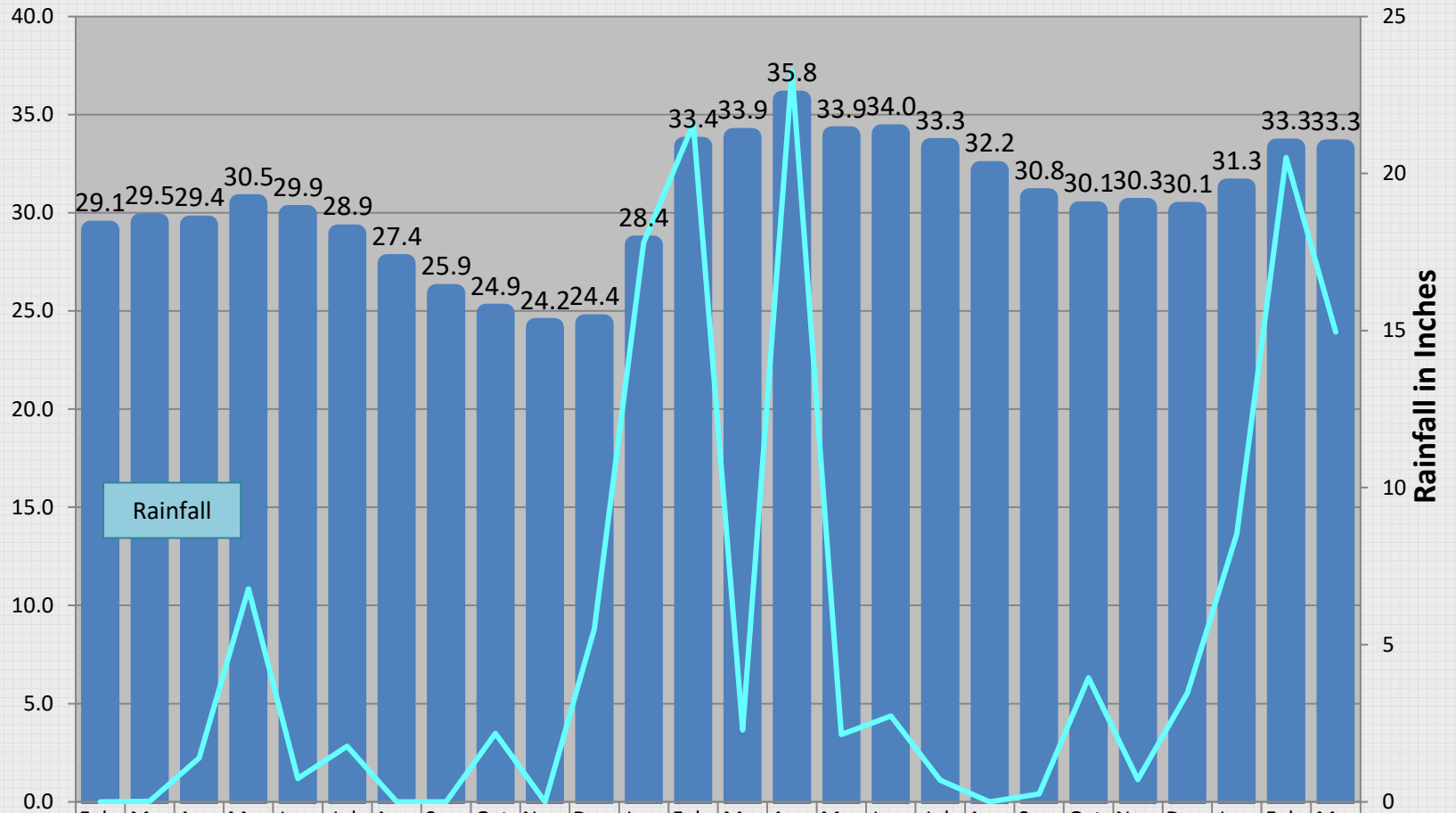
UCMR5 Contaminants sampled for	Result Measure µg/L	*µg/L= microgram per liter= part per billion	1
1H,1H, 2H, 2H-perfluorooctane sulfonic acid (6:2FTS)	< MRL		
perfluorooctanesulfonic acid (PFOS)	< MRL		
perfluorooctanoic acid (PFOA)	< MRL		
perfluoropentanoic acid (PFPeA)	< MRL		
perfluoropentanesulfonic acid (PFPeS)	< MRL		
perfluoroundecanoic acid (PFUnA)	< MRL		
N-ethyl perfluorooctanesulfonamidoacetic acid (NEtFOSAA)	< MRL		
N-methyl perfluorooctanesulfonamidoacetic acid (NMeFOSAA)	< MRL		
perfluorotetradecanoic acid (PFTA)	< MRL		
perfluorotridecanoic acid (PFTrDA)	< MRL		
lithium	< MRL		

Paradise Lake Elevation
03/12/2024
Spill = 2568.1



Months of Supply Remaining on the First of the Month with No Future Rain Based on 2020/21 Use

Full Reservoir Supply is 33.84 Months of Supply Remaining.



months remaining	29.1	29.5	29.4	30.5	29.9	28.9	27.4	25.9	24.9	24.2	24.4	28.4	33.4	33.9	35.8	33.9	34.0	33.3	32.2	30.8	30.1	30.3	30.1	31.3	33.3	33.3
Rainfall	0	0.02	1.4	6.78	0.74	1.77	0	0	2.18	0	5.51	17.8	21.6	2.29	23.3	2.14	2.73	0.69	0	0.25	3.95	0.71	3.47	8.52	20.5	15

3-13-24

District Engineering Department Update for the Board of Directors

1. Working with customers and providing estimates to provide new water meter services to multiple locations throughout town.
2. Coordinated with Water Works on MISLR 3 and other projects. MISLR 2 has come to an end and will be presented to the board for close out of the project.
3. Working with Slate Geotechnical Consultants for Magalia Dam 100% design. The Design has continued after meeting with FEMA, boring appears to be planned for the May/June timeframe due to driller availability and permit requirements. Working with Aptim on funding possibility through BRIC 2023 for construction.
4. Zone A pipeline is progressing nicely, they are currently working at the treatment plant on the new pump house, they are currently pouring the footings and will be connecting the southern main line to our distribution system soon.
5. Monthly water reporting is continuously being completed.
6. Working with the Town of Paradise as they complete the 2023 Off-system road paving that is to be completed in 2024, RCI is working on installing laterals before the paving begins.
7. RES B project has moved forward, final closeout and punch items are being completed.
8. Mains project has begun, Xeno will be completed the week of 3/18/24 with Judy to follow soon. The Judy main has required our contractor to cut into the new asphalt on Sawmill Road. This was discussed with the Town in 2022 but they could not hold off paving, so we will do a patch according to their requirements.
9. MISLR phase 3 work is completing service laterals with 4 crews, 1 dedicated to building permits and priorities, and the other 3 are focused on roads the Town has on their list to be paved in 2024. With the rainy season work has been mostly delayed. We are currently looking into having RCI add an additional crew to stay ahead of the Town's paving project.
10. Reviewing new housing being built on Cypress Lane. Water service facilities agreement should be coming to the board at the March meeting.
11. Reviewing new project at 6983 Pentz Road for a senior living complex. This will be brought to the board for approval during the March Board meeting.
12. RFP for paving contractor has gone out for bid and the apparent low bidder is Santo Excavating Inc.
13. Work on other RFP's including EQ tank project management, rental property updates, and tank recoating are in the process of being prepared to be published.
14. RFP for the Gabion Wall at Magalia Dam has been published and bids are due 4/9/24.
15. Final Design of Equalizer Tank is under review and expected to be completed in the next month.

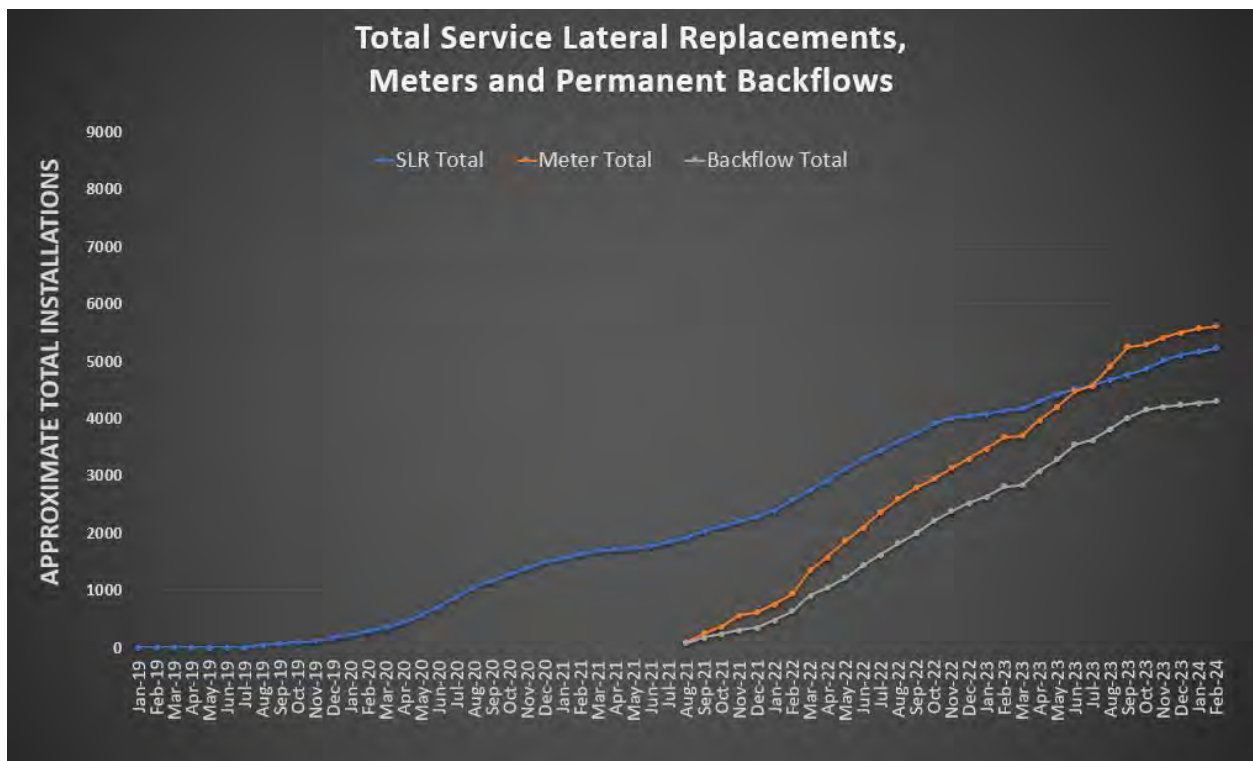
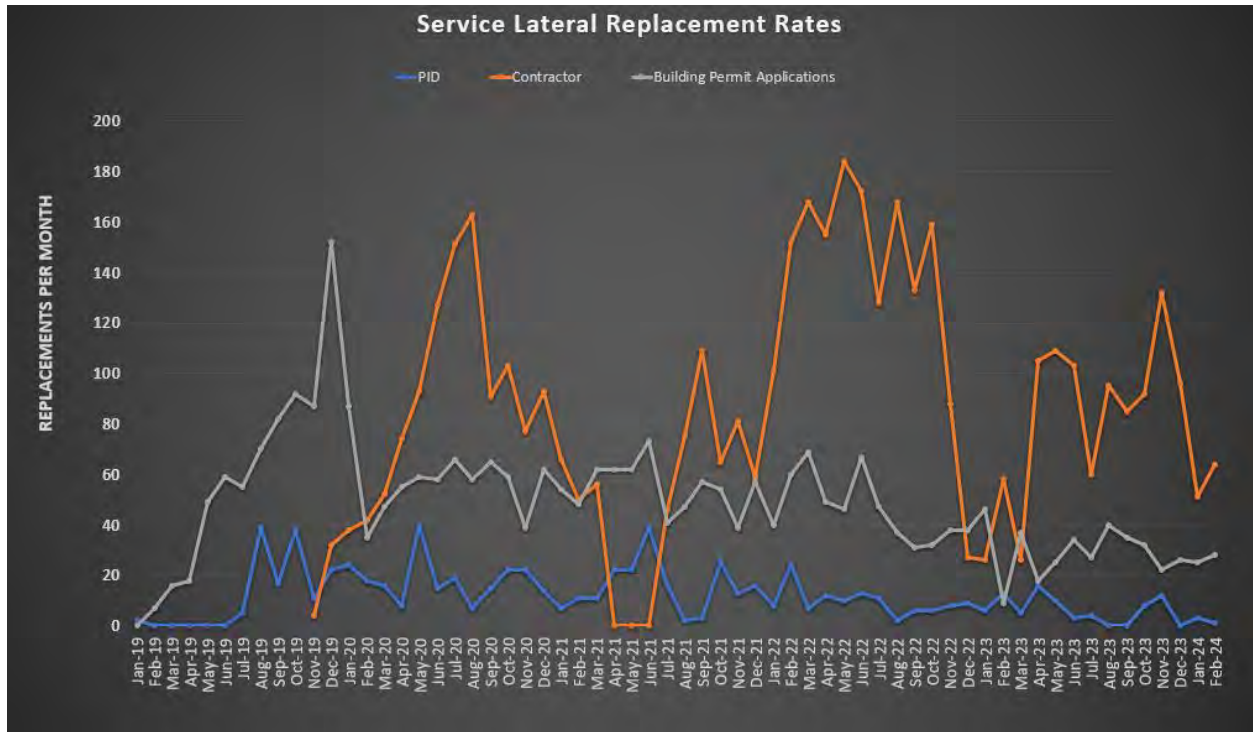
Water Supply Recovery Program Update

Meter Installation and Service Lateral Replacement Program



- In February the MISLR 3 Project installed the following quantities, impacted significantly by down time for intermittent weather:
 - 57 service laterals,
 - 52 meters
 - and 31 backflows
- Focus continues to be on 2024 paving priorities for the Town of Paradise project to stay ahead of their work. Continuous coordination with the Town is a priority and data is supplied to support that coordination on a regular interval.
- Additional priority installations to support building permits and urgent requests for water.
- New permit applications at the Town of Paradise stayed low at 28/month in February although we are seeing a faster approval of submitted permits. These are being incorporated into RCI's workflow with a target of 4 weeks from assignment, weather permitting.

Water Supply Recovery Program Update



Water Supply Recovery Program Update

Main Replacement Project

- Work on the Mains Replacement Project Phase 1 is underway beginning with the main replacement on Xeno, to be followed by Judy, Gracephil, and Scandia.
- Xeno has passed pressure testing, with disinfection and testing the week of March 11th and tie in scheduled for the week of March 18th.
- Installation of main and services on Judy nearing completion with testing scheduled to follow.
- West Valley working with PID to coordinate main shutdowns as needed.
- West Valley working with the Town of Paradise to coordinate traffic control as needed.
- Customer notification process similar to the MISLR process underway and coordinated with PID customer service to notify those affected.
- Troubleshooting and refining processes and communication as the project starts up, answering questions and requests for information as they arise.



Henson Road Culvert Replacement

- Scope and cost in review by PID staff to strategize a path forward for the project.

Reservoir B Replacement Project

- The final project close-out tasks are in progress.
 - SCADA program – resolving issue of existing SCADA programming functions that were lost during new program update.
 - As-built documents are finalized and project files have been transferred to PID
 - RFC 25 – Slab Crack Repair
 - PID is currently responding to a claim submitted by the Contractor on this item in the amount of \$200,000.

Water Supply Recovery Program Update

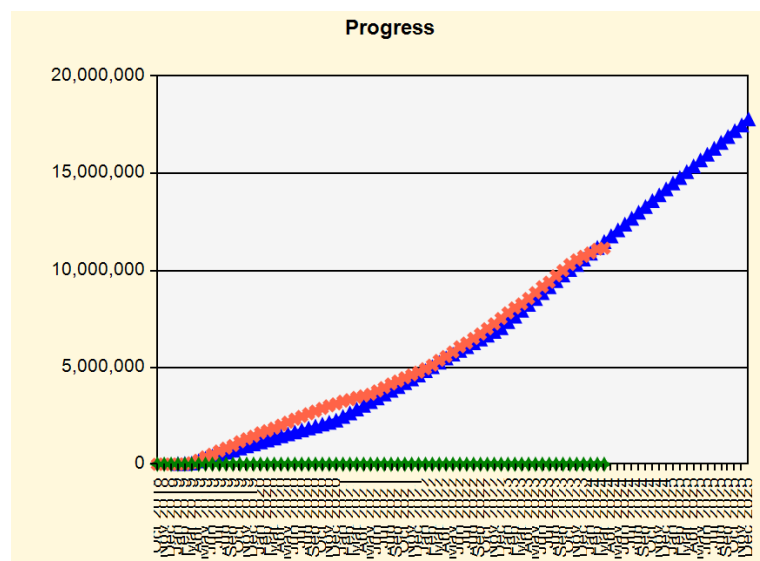
Zone A Pump Station and Transmission Main Project

- The critical tie of the Zone A Transmission Main to the Distribution system in Skyway was completed successfully last week. The pipeline will be pressure tested and disinfected prior to pump station startup, which is expected at the end of 2024.
- The pump station building footing is currently under construction. Most of the Slurry backfill below the pump station has been poured. The building footing installation, including excavation, form building, rebar installation and concrete pours are occurring this month.



Program Management Budget

- Work in the last month has been lighter than expected with weather impacts.
- Work is within expected budget this month and on schedule.





FEBRUARY 21, 2024

Post-Fire Recovery Update

FEMA Public Assistance (PA) – DR-4407 (Camp Fire Major Disaster Declaration)

The FEMA PA Program provides reimbursements for costs incurred while responding to and recovering from a Presidentially declared major disaster. For this event, the federal cost share was 90% on Emergency Work projects (Categories A-B) and 75% on Permanent Work projects (Categories C-G). CalOES covers 75% of the remaining local cost share, so they pay 7.5% and 18.75% respectively. This typically leaves PID with 2.5% and 6.25% respectively.

For this event, PID was able to claim donated resources and offset the entire local cost share on the emergency work projects. In addition, some of the funding from the Drinking Water State Revolving Fund (DWSRF) is offsetting the local cost share on the major PWs for repairing the water system as well as the replacement Reservoir B when FEMA denied the mitigation proposal. With all funding combined, PID is now only paying a local cost share on recovery-related projects of approximately 0.3%.

Upcoming priorities and recent developments include:

- **Financial Dashboard Development** – Data processing and configuration is ongoing.
- **FEMA BRIC grant for Magalia Dam Seismic Retrofit** – The BRIC Application was accepted by CalOES and submitted to FEMA at the end of February. We have completed one document request since then, a standard CalOES financial risk assessment form. A decision from FEMA is anticipated in August/September.
- **Pending PA Reimbursement Requests** – We received FEMA/CalOES reimbursements of approximately \$12.1M at the beginning of March. There were no questions about our reimbursement packet, so we will now proceed to file the next round of reimbursements for MISLR2 on PW 333 and 332.

Following are status summaries for each project awarded by FEMA under Public Assistance:

PW 3	GP 72826	B	Emergency Response/Protective Measus
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Obligated:	\$ 1,654,810.97
Fed Share:	\$ 1,489,329.88
State Share:	\$ 124,110.82
Received:	\$ 1,637,185.00
Pending:	\$ 23,744.30

Project is in closeout with CalOES. Overpayment will be addressed at closeout.

PW 15 GP 84775 Z PID Management Costs

Obligated:	\$ 68,779.00
Fed Share:	\$ 68,779.00
Pending Amend:	\$ 4,105,052.56
Received:	\$ 0.00
Pending:	\$ 4,105,052.56

Project 84775/PW 15 was obligated when PID only had PW 3 obligated at \$1,375,597.87, leading to PW 15 having a total value of 5% of that amount or \$68,779.89. Since then, PID has had an additional 12 obligations for a total of \$82,101,045.19, resulting in a need for an amendment to add 5% of that value, or \$4,105,052.26. Amendment was requested on 4/18/22.

PW 33 GP 84011 A Arborist

Obligated:	\$ 10,210.00
Fed Share:	\$ 9,189.00
State Share:	\$ 765.75
Received:	\$ 9,955.00
Pending:	\$ 0.00

Project will be closed out when the last small project is closed out.

PW 138 GP 90006 F Water Storage Tanks and Supporting Systems

Obligated:	\$ 0.00
Fed Share:	\$ 0.00
State Share:	\$ 0.00
Received:	\$ 0.00
Pending:	\$ 0.00

Project was written as a placeholder for potential damages to tanks and associated systems. None were found, and if any had been found, insurance would have covered it and the deductible is on the equipment/vehicles PW.

PW 221 GP 94422 G District-wide Fencing

Obligated:	\$ 100,000.00
Fed Share:	\$ 75,000.00
State Share:	\$ 18,750.00
Received:	\$ 93,750.00
Pending:	\$ 0.00

Project was initially written for \$578,655.00 with an insurance reduction of \$478,655.00, have received all funding from FEMA and CalOES. Project is pending completion of Reservoir B, so all damaged funding can be completed under one project. Project can then be closed out upon completion of all small projects.

PW 238 GP 94415 C Road Damage Caused by Fire (Henson Road Culvert)

Obligated:	\$ 134,173.00
Fed Share:	\$ 100,629.75
State Share:	\$ 25,157.44
Received:	\$ 2,516.00
Pending:	\$ 123,271.19

Project was written for repair costs of \$84,263.00 and 406 mitigation costs of \$49,910.00 to armor the culvert openings with rock. PID has reassigned this to Water Works, and the RFP was issued for the design of the project.

PW 257 GP 84049 B Contaminant Testing by PID

Obligated:	\$ 1,781,833.70
Fed Share:	\$ 1,603,650.33
State Share:	\$ 133,637.53
Received:	\$ 1,576,922.00
Pending:	\$ 160,365.86

Most of project funds have been received due to the project being complete at the time of obligation. Remainder (10% of fed share) will be held against closeout of the disaster. We have submitted documentation, both for corrections and additional costs, for a net increase of \$530,892.56.

PW 265 GP 96404 E Vehicles, Equipment and Buildings

Obligated:	\$ 35,942.32
Fed Share:	\$ 26,956.74
State Share:	\$ 6,739.19
Received:	\$ 33,695.00
Pending:	\$ 0.00

Project was written for \$883,769.59, with a reduction for anticipated insurance proceeds of \$847,827.27. Has been fully paid as a small project. PID staff are working through the list of minor repairs and purchases that need to be made to complete this project. APTIM's Meera Narayanan-Pandit is continuing to work with PID staff in reconciling the project to date.

PW 321 GP 76334 F Reservoir B

Obligated:	\$ 347,704.00
Fed Share:	\$ 260,778.00
State Share:	\$ 65,194.50
Received:	\$ 0.00
Pending:	\$ 325,972.50

Project was written for replacement of Reservoir B in its pre-disaster form with cover and liner. FEMA rejected 406 mitigation proposal to replace with steel tanks. DWSRF is funding the full project, so FEMA funds aren't needed here.

PW 326 GP 91767 Donated Resources

Obligated:	\$ 382,983.85
Fed Share:	\$ 344,685.47
State Share:	\$ 28,723.79
Received:	\$ 376,281.00
Pending:	\$ 2,871.74

FEMA allows donated resources projects as a way to offset the local cost share. PID received \$1,090,910.05 in donated water, but the obligation is limited to the amount that will result in matching PID's local share on other Category A and B projects. Unsure why the CalOES' payments resulted in an overpayment – this can be resolved at disaster closeout.

PW 328 GP 94420 D Paradise and Magalia Dam Burn Damage

Obligated:	\$ 35,631.32
Fed Share:	\$ 26,723.42
State Share:	\$ 6,680.85
Received:	\$ 33,404.00
Pending:	\$ 0.00

Project was written for minor repairs to the surface of Magalia Dam as well as damage to the conveyance pipe between the dam and WTP. Project referenced Paradise Dam as a placeholder, but no damage was observed. As a small project, this has been completed, but the scope of work will need to be completed before closing all small projects.

PW 332 GP 94494 F Meters, Meter Boxes and AMI System

Obligated:	\$ 2,087,334.00
Fed Share:	\$ 1,565,500.50
State Share:	\$ 391,375.00
Received:	\$ 39,138.00
Pending:	\$ 1,917,737.50

Project was written for replacement of meters, meter boxes and the automated meter reading system, with a 406 mitigation proposal to replace plastic meters and boxes with brass meters and concrete boxes. Initial reimbursement requests are on hold pending further insurance information.

PW 333 GP 94496 F Service Laterals

Obligated:	\$ 42,793,182.00
Fed Share:	\$ 32,094,886.50
State Share:	\$ 8,023,721.62
Received:	\$ 12,109,487.00
Requested:	\$ 0.00
Pending:	\$ 28,009,121.00

Project was written for testing and replacement of the rest of the FEMA-eligible service laterals, after PW 355 covered the initial phase of service lateral replacements from the Sutton contract. This project includes a 406 mitigation proposal for backflows for the quantity of laterals granted (the remainder of backflows are covered on project 349). This project includes the latter half of the Sutton contract and the RCI contract. An improved project is being formulated to shift testing costs into replacing more laterals. Initial RFR submitted 1/18/23, reimbursement received 3/4/24

PW 349 GP 130152 F Water Mains

Obligated:	\$ 29,873,110.00
Fed Share:	\$ 22,404,832.50
State Share:	\$ 5,601,208.12
Received:	\$ 560,120.00
Pending:	\$ 27,445,920.62

Project was written for replacement of mains determined to be damaged by testing, as well as a 406 mitigation proposal for the remainder of backflows. This project is only recently started and initial reimbursement requests will be formulated soon.

PW 355 GP 130189 F Initial Service Laterals (pre-FEMA-428 Program)

Obligated:	\$ 4,587,432.00
Fed Share:	\$ 3,440,574.00
State Share:	\$ 860,144.00
Received:	\$ 4,386,732.00
Pending:	\$ 86,014.00

Project was written for the initial phase of service lateral replacements from the Sutton contract. FEMA's titling of the project as "completed outside of 428" led to confusion of CalOES and early payment of funds – notified CalOES of the issue and they decided not to pursue correction of the issue since the work had already been completed. Working on resolving the Sutton change orders to get ready for project closeout – the increase in eligible costs will be submitted at closeout for extra reimbursement, which is expected to surpass the amount of CalOES' overpayment. Sutton issues appear to be resolved and we will file for reimbursement as soon as final payment is processed.

FEMA Hazard Mitigation Grant Program (HMGP)

The FEMA Hazard Mitigation Grant Program is a competitive grant program tied to major disaster declarations. The program provides mitigation opportunities for facilities that were not damaged by the event, but that could be hardened against or protected from a similar type of event.

For the DR-4407 (2018 Camp Fire) HMGP cycle, PID submitted four applications. One application was allowed to partially move forward as an Advance Assistance HMGP grant, for the study and design of the options to restore Magalia Dam. For the DR-4344 (2017 Wildfires) HMGP cycle, PID had submitted an application for a generator at the WTP, as well as pipeline and pump stations improvements. This grant was suddenly revived in early 2022, and we just received the formal award notice this month.

The HUD CDBG-MIT program (discussed below) offers opportunities to provide local cost match for HMGP projects, so we will be submitting both HMGP grants for match funding when the application window opens. APTIM's CDBG advisors are working to put together guidance on any project modifications in order to be compliant with HUD-CDBG (such as Davis-Bacon provisions in RFPs and contracts).

DR-4344-PJ0619

Paradise Water Supply Hazard Mitigation Project

Awarded:	\$ 6,259,315.00
Federal Share:	\$ 4,694,486.25
PID Share:	\$ 1,564,828.75
Requested:	\$ 1,246,504.13
Received:	\$ 841,390.35
Pending:	\$ 4,694,486.25

This grant (applied for before the Camp Fire) was awarded in September 2022, for a new generator at the WTP, plus pipeline and pump station upgrades for Zone A. This is also known as the ZAPS Project. PID staff are working to review/revise the 5-year-old cost estimates to determine if a budget increase request is needed. The RFPs for this scope have been reviewed for FEMA compliance, and we have located the HUD terms and conditions to add as well.

DR-4407-PJ0278

Advance Assistance – Magalia Dam Study and Design

Awarded:	\$ 1,610,575.00
Budget Increase:	\$ 916,602.58
Total Expected:	\$ 2,527,177.58
Federal Share:	\$ 1,617,416.23
PID Share:	\$ 909,761.35
Requested:	\$ 519,445.22
Received:	\$ 350,625.52
Remaining:	\$ 1,266,790.71

The study phase of this grant was completed in early 2022. PID has received an extension to the period of performance and requested a budget increase approval from FEMA. We've been informed that the available bucket of funding is smaller but that PID may request the full amount remaining, and have revised our request to do so. The design contract was approved, so that design may be accomplished in time to apply for the 2023 BRIC funding cycle. CalOES has asked that coring sample work be stopped at the request of FEMA. The REC was approved by FEMA and Slate is moving forward with their geotechnical work. With approval of the REC, the budget increase should move forward soon.

California Drinking Water State Revolving Fund (DWSRF)

The California DWSRF has awarded funding to PID, through a mixture of ASADRA and other funding sources, to accomplish the following tasks:

- Fund the Almond Street project (completed)
- Fund the replacement of Reservoir B (begun)
- Fund the local cost share of FEMA PA PWs related to the recovery of the water system (PWs 332, 333, 349 and 355)

We are working to pull all the documentation and develop a management plan that meets requirements for reporting, reimbursement, and any scope or schedule changes. We are also looking to pursue additional DWSRF grants to fund the added cost of rock removal at Reservoir B. We met with Bow Reilly at DWSRF, who confirmed that additional funding is available and can be requested to cover cost increases. **A reimbursement for the available amount of DWSRF funding was submitted at the end of March. DWSRF and Brett are processing an amendment to add \$5M of available excess funding to the grant – this should address cost increases since the FEMA PWs were initially obligated. We have a meeting for March 20 to discuss the reimbursement process for the match funds on MISLR.**

HUD Community Development Block Grants (CDBG-DR, -MIT)

California Department of Housing and Community Development (HCD) released the allocations for CDBG-Disaster Recovery (CDBG-DR) in August 2022. Of the \$14M we submitted in requests, we are expecting an allocation of approximately \$3.25M. One project (the portable water treatment truck) was ruled ineligible. Several projects contained scope elements that are in the newly awarded HMGP grant, so those will be included with the Magalia Dam HMGP grant in our submission to CDBG-MIT for FEMA HMGP Match.

We met with the Town of Paradise and HCD on Wednesday 11/16/22 to discuss how information and financials will flow between PID, the Town (as the main applicant) and HCD. As of that meeting, the Town and HCD had not finalized their agreement, and our next steps are based on the finalization of that documentation, which is not expected until early next year. We met with HCD on 1/17/23 to discuss the form to prove Urgent Need and contract requirements (David-Bacon, Section 3, etc) for work we plan to fund through CDBG-DR and CDBG-MIT. On 2/13/23, the Town indicated they still hadn't seen an MSA to review. On 7/5/23, the requested CDBG Project Descriptions have been provided to the Town. **Town Council has approved the agreement and we are waiting on final paperwork and next steps for funding.**

FEMA Building Resilient Infrastructure and Communities (BRIC)

The BRC NOI was submitted August 18, 2023. We completed and submitted the 2023 BRIC application to CalOES on December 13. CalOES issued RFIs on December 19-20, and we submitted our responses on January 5, 2024. We fulfilled a smaller RFI on February 12, and **final inundation documentation on February 24. CalOES approved the Application and it was sent to FEMA before the February 29 deadline. We received seven letters of support, from Congressman Doug LaMalfa, Butte County Department of Public Works, Butte County Fire Safe Council, Paradise Ridge Chamber of Commerce, Paradise Unified School District, Rebuild Paradise Foundation, and the Upper Ridge Community Council.**



PARADISE IRRIGATION DISTRICT

AGENDA IEM 7.a. (Pages 159-170)
Amendment to Customer Assistance Program

"Paradise Irrigation District (PID) is dedicated to the business of producing and delivering a safe, dependable supply of quality water in an efficient, cost effective manner with service that meets or exceeds the expectation of our customers."

TO: PID Board of Directors

FROM: Mickey Rich, Assistant District Manager

DATE: March 20, 2024

RE: Amendments to PID Rules and Regulations, Chapter 7.10
Customer Assistance Program (CAP)

Staff has prepared the following amendments to Chapter 7.10 of the PID Rules and Regulations to facilitate the Board request to extend the current Customer Assistance Program (CAP) to vacant parcel accounts. Staff recommends making the policy effective for the next billing cycle effective May 1, 2024.

We have received feedback from staff that because most or all families with school-aged children receive Snap/CalFresh, we may see a significant increase in applications. Because the District Manager must decide each year if there is sufficient revenue for this program, we are recommending recertification each year.

See Attached red-line version of the policy.

Recommended Motion:

"I move to accept the proposed amendments to PID's Rules and Regulations, Chapter 7.10, Customer Assistance Program, effective May 1, 2024.

CHAPTER 7
WATER RATES, OPERATING FEES AND BILLING PROCEDURES

7.1 WATER RATES

A current schedule of prevailing water rates, service charges, and operating fees shall be determined and approved by the Board and shall be available upon request at the District office. A current schedule of these rates, charges, and fees shall be included in Appendix A.1 of this manual.

7.2 PUBLIC NOTIFICATION OF WATER RATE CHANGES

Revisions to water rates, service charges, and operating fees shall normally be established as required through the public hearing process. To the extent possible, water rate changes will become effective with the next billing date which will be at least thirty (30) days following the date on which the Board approved the rate change. The District will endeavor to make public notification of the rate changes through the news media and on customer water bills, space permitting. Emergency rate changes may become effective at the discretion of the Board.

7.3 SERVICE CALL CHARGE

A charge may occur for each service call where it is done for the convenience of the user or made necessary through non-payment of charges or to enforce the rules of the District. A current schedule of these rates, charges, and fees shall be included in Appendix A.1 of this manual.

7.4 DUPLICATE BILLING CHARGE

At landowner's request, the District will send a duplicate billing to a second address (this does not change the landowner's responsibility for meter charges). A charge for this service will be added to the bill. A current schedule of these rates, charges, and fees shall be included in Appendix A.1 of this manual.

7.5 SPECIAL METER READING CHARGE

A charge shall be made for any special reading requested by the owner. A current schedule of these rates, charges, and fees shall be included in Appendix A.1 of this manual.

7.6 EXAMINATION OF METERS CHARGE

Amended 01/16/19: §7.7 & 7.8
Amended 05/20/20: §7.8
Addition 03/17/21: §7.10
Amended 06/16/21: §7.7.1 & §7.7.3
Amended 02/16/22: §7.8.3
Amended 02/15/23: §7.7.3; Addition §7.7.5
Amended 03/15/23: §7.7.3
Amended 04/19/23: §7.7.3; Addition §7.7.6

Upon executing an application and depositing an inspection fee, any customer may request that his meter be examined and tested to determine its accuracy. The inspection fee shall be fixed from time to time by the Board and be available upon request at the District office. If such examination and test shows the meter to register over five percent (5%) more water than actually passed through it, the inspection fee will be returned to the customer and the bill for the preceding billing period and current billing period will be adjusted. If a water meter is not registering in excess of five percent (5%), the inspection fee will be retained by the District.

At the customer's request, arrangements will be made for the customer to be present while the test is being made.

7.7 READY TO SERVE CHARGE

7.7.1 Authorization –

Proper authorization shall be required to seal or unseal a water meter. A service call charge shall apply to seal or unseal a water meter. During the period a meter is sealed, one-half the monthly water service charge shall apply. That same charge will also apply to sealed meters converted from the discontinued category of “temporarily removed meter”.

7.7.2 Tampered Meters or Delinquent Bill –

If meters are tampered with in any way or if a customer refuses to pay a delinquent water bill, the Manager may at his discretion have the meter removed and the fee for removing the meter shall be as fixed from time to time by the Board and be available upon request at the District office.

7.7.3 Discontinued Service –

Beginning July 1, 2023, property owners who previously discontinued service, will be responsible for \$2,000.00 of the cost of LEMO (Labor, Equipment, Materials, and Overhead) for the meter, backflow prevention device, meter remote meter reading appurtenances, and installation of a new service line from the District Main to the property line, due at the time that water service installation is requested at the property. As of July 1, 2023, property owners will be responsible for paying the capacity fee, less a credit of \$4,376 per equivalent $\frac{3}{4}$ ” meter (see ‘capacity fee credits’ chart, below) at the time of reestablishing a ready-to-serve or active account. Situations in which a service line may need to be replaced include, but are not limited to:

Amended 01/16/19: §7.7 & 7.8
Amended 05/20/20: §7.8
Addition 03/17/21: §7.10
Amended 06/16/21: §7.7.1 & §7.7.3
Amended 02/16/22: §7.8.3
Amended 02/15/23: §7.7.3; Addition §7.7.5
Amended 03/15/23: §7.7.3
Amended 04/19/23: §7.7.3; Addition §7.7.6

- A. If leak occurs on the Service Line to a property with Discontinued Service, the line will not be replaced, but turned off at the District Main.
- B. If the District is replacing a mainline that serves a property with Discontinued Service, the Service Line will not be replaced.

Capacity Fee Credits

Meter Size	Capacity Fee Credit
¾"	\$4,376.00
1"	\$7,293.00
1-1/2"	\$14,587.00
2"	\$23,339.00
3"	\$43,760.00
4"	\$72,933.00

7.7.4 Reactivating Service –

A property owner reactivating service on a parcel with a Service Line that is still pressurized will be charged the same rate as a ¾" Meter Installation on a Developer Financed Service Line or LEMO, whichever is applicable.

7.7.5 Customer Disconnections of Water Service –

Owners will not be granted a discontinuance of service after May 1, 2023, except in the case where the lot has been legally merged with a lot that has established water service within the District.

7.7.6 Water Service Disclosure –

On and after July 1, 2023, and prior to the transfer of ownership of a parcel from a seller to a buyer or from one owner to another, the seller shall first request and complete a water service status disclosure which includes the buyer's acknowledgement signature from the Paradise Irrigation District as a condition of opening escrow.

7.8 BILLING PROCEDURES

7.8.1 Billing Period –

Section 7.8 of this policy shall constitute the District's policy on discontinuation of water service in accordance with California law. These sections of the policy and the formal shutoff notice shall

Amended 01/16/19: §7.7 & 7.8
 Amended 05/20/20: §7.8
 Addition 03/17/21: §7.10
 Amended 06/16/21: §7.7.1 & §7.7.3
 Amended 02/16/22: §7.8.3
 Amended 02/15/23: §7.7.3; Addition §7.7.5
 Amended 03/15/23: §7.7.3
 Amended 04/19/23: §7.7.3; Addition §7.7.6

be available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by at least ten percent (10%) of the people residing in the District's service area. The policy shall be posted on the District's website. The District shall annually report the previous year's number of discontinuations of residential service for inability to pay on its internet website and report this information, if required, to the State Water Resources Control Board.

Customer accounts are billed every other month. The District will endeavor to read meters on the same working date every month. Variations to this practice will be in accordance with industry-accepted practices. Customers may make advance payments to maintain water service during their absence. The billing will reflect the current credit balance until expended. Monies placed on deposit will not bear interest.

7.8.2 Service –

The District reserves the right to refuse or discontinue service to any customer who is delinquent in payment of water charges, in accordance with District policy, unless and until such payments have been paid in full. This rule shall be effective notwithstanding the fact that the customer may not be the same person who owned the property when the delinquent charges were incurred.

Where service is at risk of being discontinued, payment may be accepted from a tenant. When this occurs, the District will have no reimbursement responsibilities to any party.

7.8.3 Delinquent Accounts –

Bills are due and payable on the date set forth in the bill. All charges shall become delinquent if not paid within thirty (30) days after the date the bill is issued ("billing date"). If the bill is not paid prior to the next billing, there shall be added thereto and become a part of such charges, and be collected by the District, a penalty of ten percent (10 %) with a minimum of 10 (ten) dollars and a maximum of thirty (30) dollars per billing on delinquent balances. Application of such penalty shall continue until the account is current, or to the time when the unpaid and delinquent charges are added to the annual assessment of the District as provided in the Water Code.

Water services may be discontinued if an account remains delinquent seventy (70) days after the bill is mailed. If delinquent charges are not paid fifty (50) days from original billing date, a fifteen (15) day notice shall be mailed to the customer and a Fifteen Day Notice fee shall be applied to the account. The Fifteen Day Notice fee shall be established in the Fees and Charges approved by the Board of Directors.

A formal shutoff notice shall be mailed seven (7) business days prior to the scheduled delinquency shutoff. If the formal shutoff notice is returned through the mail as undeliverable, then District

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Addition 03/17/21: §7.10
Amended 06/16/21: §7.7.1 & §7.7.3
Amended 02/16/22: §7.8.3
Amended 02/15/23: §7.7.3; Addition §7.7.5
Amended 03/15/23: §7.7.3
Amended 04/19/23: §7.7.3; Addition §7.7.6

staff shall make a good faith effort to visit the residence and leave the shutoff notice in a conspicuous location.

The formal shut-off notice generated in accordance with this section shall include the following: 1) the customer's name and address, 2) the amount(s) delinquent, 3) the date by which payment or arrangement for payment is required in order to avoid discontinuation of service, 4) a description of the process to apply for an extension of time to pay the delinquent charges, 5) a description of the procedure to petition for bill review and appeal, and 6) a description of the procedure by which the customer may request a deferred, reduced or alternative payment schedule, including an amortization of the delinquent service charges.

If all delinquent charges are not paid, or payment arrangements have not been made within seventy (70) days from the original billing date, on the seventy-first date of delinquency, services will be terminated and a Meter Seal Fee shall be applied whether or not the meter was physically shut off. The Meter Seal Fee shall be established in the Fees and Charges approved by the Board of Directors.

All delinquent amounts and previously billed charges shall be paid before service will be reinstated.

Request for Deferred or Alternate Payment Schedule:

Written request, with supporting documentation, delivered to District customer service staff is the sole procedure by which residential customers may request deferred or alternative payment schedules, including amortization of service charges and late penalties. Eligible customers are those that make written request and provide (1) certification of a primary care provider that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of a resident of the customer's service address; and (2) the customer demonstrates that they are financially unable to pay for water service. A customer will be deemed financially unable to pay for service within the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level. Customers satisfying all of the foregoing criteria will be entitled to defer payment of delinquent charges by entering into an amortization agreement to allow the customer to pay the delinquent charges amortized over a three (3) month period, in addition to current charges that accrue for service each month. The amortization period in the agreement may be longer than three (3) months when District staff deems necessary, but shall not exceed twelve (12) months. If the customer fails to pay under the agreement for at least sixty (60) days, service may be discontinued with at least five (5) business days' notice posted at a prominent and conspicuous location at the property. Requests for deferral and amortization of bills are available to residential customers only and should be made prior to discontinuation of service by contacting Paradise Irrigation District at its office located at 6332 Clark Road, Paradise, California, telephone number 530-877-4791.

Amended 01/16/19: §7.7 & 7.8
Amended 05/20/20: §7.8
Addition 03/17/21: §7.10
Amended 06/16/21: §7.7.1 & §7.7.3
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Amended 03/15/23: §7.7.3
Amended 04/19/23: §7.7.3; Addition §7.7.6

Appeal of Bill:

If a customer believes their bill, a charge thereon, or a determination of delinquency is incorrect the customer should immediately contact District staff by phone at 530-877-4971 or in person at the District's office located at 6332 Clark Road, Paradise. If the customer still believes the bill is incorrect after contacting District staff by phone or in person, they may promptly appeal a bill in writing to the District Manager no later than five (5) business days of receipt of a disputed courtesy or final delinquency notice. Customer appeal rights will lapse and be summarily rejected if not delivered and received by the District, in writing, within five (5) business days of the courtesy or final delinquency notice. Timely written appeals must state the reason(s) why the customer believes the bill is incorrect and may be mailed or delivered in person. The District Manager shall render a decision on written appeals in a timely manner, and the District Manager's decision will be considered final with respect to all charges then existing on the disputed bill. The District Manager may request additional information from the appealing customer and/or may conduct a hearing, if the District Manager believes such process will help in rendering a decision on the customer's appeal. The District Manager's decision, including the District Manager's findings, shall be provided to the customer in writing. Service shall not be discontinued while a written appeal is pending before the District Manager.

Written appeal to the District Manager is the sole procedure by which a customer may request reduced fees. The District Manager may grant such request, in the District Manager's discretion, only upon a finding that there was an error in computation of the customer's fees. Potential reduction in fees are available to residential services only.

Termination of Water Service to Residential Occupants including those Served through a Master Meter or Individually Metered Tenants of Multi-Unit Residential Structures Implementing Public Utility Code Section 16481.1 B and Health and Safety Code § 116916 (b)

Paradise Irrigation District serves water to residential occupants through a master meter and individual meters in single-family and multi-unit residential structures and mobile home parks, where the owner, manager, or operator is listed as the customer of record.

These rules and regulations establish the procedure by which the District will inform the residential occupants of their rights when the master meter account or individual meter account is in arrears and service to the master meter or individual meter is threatened with termination.

1. Notice to Residential Occupants

Where the owner, manager or operator of a multi-unit residential structure or mobile home park or similar facility is listed by the District as the customer of record and the account is in arrears, every good faith effort will be made to inform the residential occupants by means of a written notice posted on the door of each residential unit at

Amended 01/16/19: §7.7 & 7.8
Amended 05/20/20: §7.8
Addition 03/17/21: §7.10
Amended 06/16/21: §7.7.1 & §7.7.3
Amended 02/16/22: §7.8.3
Amended 02/15/23: §7.7.3; Addition §7.7.5
Amended 03/15/23: §7.7.3
Amended 04/19/23: §7.7.3; Addition §7.7.6

least fifteen (15) days prior to service termination that service will be terminated on a date specified in the notice. If it is not reasonable or practicable to post the notice on the door of each residential unit, two copies of the notice will be posted in each common area and at each point of access to the structure or mobile home park or similar such area. The notice will be in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by at least ten percent (10%) of the people residing in the District's service area.

The notice will inform the residential customers of the following:

- a. That they have the right to become utility customers of the District to whom the service will be billed; and
- b. That they can become utility customers in this way without being required to pay the amount due on the delinquent account; and
- c. That in order to prevent the termination of service or to re-establish service, the residents must contact the District to sign up for service as set forth below.

2. Guidelines for Residential Occupants to Become Utility Customers of Paradise Irrigation District

Residential occupants of a multi-unit residential structure, mobile home park, or similar facility can become utility customers of the District and avoid termination of service, or reestablish service by becoming utility customers. The residential occupant should contact Paradise Irrigation District at its office located at 6332 Clark Road, Paradise, telephone number 530-877-4971, to request service.

The District may request the residential occupant to demonstrate creditworthiness as a condition for establishing credit. Creditworthiness will be established by the residential occupant by providing proof of prompt payment of rent or other similar credit obligations which have accrued during a six-month period of time prior to application for service.

The residential occupant may also want to contact the Community Legal Information Center at 25 Main Street, Suite 102, Chico, telephone 530-898-4354, which has been recommended by the Butte County Bar Association to provide legal advice in connection with these matters.

The District is not required to make service available to the residential occupants unless each residential occupant or a representative of the residential occupants agrees to the terms and conditions of service and meets the requirements of these Rules and

Amended 01/16/19: §7.7 & 7.8
Amended 05/20/20: §7.8
Addition 03/17/21: §7.10
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Amended 03/15/23: §7.7.3
Amended 04/19/23: §7.7.3; Addition §7.7.6

Regulations. If one or more of the residential occupants, or a representative of the residential occupants are willing and able to assume responsibility for subsequent charges to the master meter account to the satisfaction of the District, service will be made available to the residential occupants who have met those requirements or on whose behalf those requirements have been met. A representative of the residential occupants does not include a tenants' association.

3. Liberal Construction

The District will liberally construe these Rules and Regulations to accomplish the purpose of ensuring that service to the residential occupants of a multi-unit residential structure, mobile home park or similar facility provided service through a master meter is not terminated due to non-payment unless the District has made every reasonable effort to continue service to the residential occupants.

End Discontinuance of Water Policy

Property owners shall be responsible for and receive all water statements regardless of whether or not the property or premises is being rented or leased by others. Only property owners shall be allowed to make application for water service. A property owner may request duplicate bills be sent to the tenant for a fee. The property owner will remain responsible for unpaid charges. The Duplicate Billing Fee shall be established in the Fees and Charges approved by the Board of Directors.

The District reserves the right to refuse or discontinue service to any customer who is delinquent in payment of water charges unless and until such payments have been paid in full. This rule shall be effective notwithstanding the fact that the applicant may not be the same person who owned the land when the delinquent charges were incurred.

All delinquent water bills and charges for service remaining unpaid at the time of setting the annual tax rate may be added to and become part of the annual assessment levied by the District as provided for in the Water Code of the State of California.

The District Billing Clerk with approval of the District Manager may file a lien against the property for delinquent water bills and charges for service. The District Billing Clerk, with the approval of the District Manager, may require a deposit, up to the equivalent of the charge for 150 days maximum use, in the event of a bankruptcy after the date of order for relief. The deposit may be applied to 20 percent of each bill until the deposit is reduced to the equivalent of 30 days (1 billing period) maximum use.

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This reduced deposit shall remain for one year at which time it may be credited to succeeding bills until depleted.

7.9 LEAK POLICY, ADJUSTMENTS, AND APPEALS

The customer is responsible for all water going through the meter. Leaks caused by frozen or broken pipes, damage, or other leaks on the customer's side of the meter shall be the responsibility of the customer. The District may, upon request of the customer, provide for a payment plan of up to one year, with no penalties, to assist customers in paying amounts billed that are attributed to a leak.

An identified leak will not result in a customer moving to a higher service charge classification so long as the leak is repaired in a timely manner. Upon request of the customer, the District will determine if a leak will result in a change in classification, based upon the circumstances, magnitude, and duration of the leak.

Online customer usage data and leak notification is available to customers. The customers are expected to respond to leak detection notifications from the District and repair leaks promptly.

The District may, upon written request of a customer supported by repair bills or other appropriate documentation, adjust such customer's bill in the case of loss of water due to circumstances beyond the reasonable control of such customer, such as a mechanical malfunction, blind leak, theft of water, vandalism, unexplained water loss or other unusual or emergency conditions. Adjustments shall not be made for faucet or toilet leaks.

The District will use its automated billing system to determine the amount of water usage attributable to the leak. Customers that fix leaks within seven days of the District's leak notification, may, upon the customer's request, and if the District determines that an adjustment is appropriate and reasonable under the circumstances, receive a credit for leak usage of up to seven days from the District's notification.

The District Manager, or his or her designee, may, in his or her sole discretion, grant an adjustment for usage attributed to the leak that occurred after the above-described seven-day period. In making such a determination, the District Manager, or his or her designee, may take into account the cause of water loss, any negligence or fault of the customer in connection therewith, and the difficulty of repair.

Any customer seeking relief under this policy must make a written request to the District as soon as possible and in no event later than ninety days after the closing date of the billing cycle in which the leakage occurred.

Amended 01/16/19: §7.7 & 7.8
Amended 05/20/20: §7.8
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Amended 06/16/21: §7.7.1 & §7.7.3
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Amended 02/15/23: §7.7.3; Addition §7.7.5
Amended 03/15/23: §7.7.3
Amended 04/19/23: §7.7.3; Addition §7.7.6

The District’s determinations under this policy will be made by District staff in writing and mailed to the owner at the billing address on the District’s records. Any person aggrieved by a staff determination may file a written appeal to the Board of Directors, no later than sixty days after the date of staff’s determination. The Board will consider the appeal and make its decision at a noticed public meeting.

7.10 CUSTOMER ASSISTANCE PROGRAM (CAP)

This rate assistance program provides a \$10.00 per month reduction from the total service charge for active residential customers and up to one water service account for vacant land property owners. The subsidy amount comes from the unallocated portion of the 1% annual property taxes collected within the District.

- a. Each December the District Manager will determine if the District has sufficient unallocated “non-rate revenue” from PID’s share of property taxes to be received for the subsequent year.
- b. On a first-come-first-served basis, the specified number of qualifying applicants who apply and provide qualifying documentation, on or after the first working day of December of each year, will be designated to receive a \$10.00 per month reduction in their otherwise applicable total service charge to their residential user classification billing for the succeeding calendar year.
- c. Applications will NOT be accepted without a copy of the qualifying documentation. Both documents (PID application and PG&E billproof of income) must be submitted simultaneously.
- d. There will be no retroactive credits given.
- e. Customers receiving the CAP discount will be required to re-certify every ~~three years~~.

~~f. The District will first consider PG&E CARE qualified customers and if any funds remain, the District will consider qualified PG&E FERA customers in the order received. Any of the following proofs of income may be submitted with the application:~~

- a. Proof of enrollment in PG&E’s CARE program
- b. CalWORKs, CalFresh, general assistance, or Medi-Cal (or non-California state equivalent)
- c. Supplemental Security Income/State Supplementary Payment Program
- d. California (or state equivalent) Special Supplemental Nutrition Program for Women, Infants, and Children
- e. Proof that the household’s annual income is less than 200 percent of the federal poverty level

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The Board reserves the right to modify the terms and conditions of the program at any time at a regular or special meeting.

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PARADISE IRRIGATION DISTRICT

6332 Clark Road * Paradise, California 95969 * Phone 530-877-4971 * Fax 530-876-0483

TO: Board of Directors
FROM: Tom Lando, District Manager
Bill Taylor, Assistant Engineer
DATE: March 13, 2024
RE: Award of Contract for Pavement/Concrete Repair Work

The District recently issued a Request for Proposals (RFP) for Pavement & Concrete Repair Work on District projects. The RFP covers repair/replacement of asphalt and concrete on locations the District's crews have had to dig in the road, sidewalk, etc. Currently, the District only performs a temporary repair of the surface after performing any necessary work. This RFP will go back to those areas, remove the temporary surface, and replace it with a surface that meets the Town of Paradise's requirements.

Two Contractors submitted proposals, the low bidder was Santos Excavating, Inc.

This will include the paving of a patch at Dora Lee Lane, a new pipeline installation on Woodsdale Lane, a trenchline on Valley View Drive, and concrete sidewalk repair at Dutch Brothers. These were bid as a lump sum item, the total cost of which is \$ 46,465.10.

Secondly, the proposal contains unit pricing for patchwork that may be required over the next 12 months due to District crews work in roadways, sidewalks, driveways, etc. Not knowing exactly how many repairs there will be and what size each repair will be, nor the material type cut into, the RFP contains unit pricing for various types of pavement, concrete, etc. that will cover any necessary repairs for the next year. Unit pricing is shown in the attached breakdown of the two bids received.

The following motion is recommended:

"Authorize the District Manager to approve entering into a contract with Santos Excavating, Inc. to perform necessary Pavement & Concrete Repair Work through April of 2025 for the cost as outlined in their proposal."

Preliminary Bid Summary Breakdown Concrete Patch Paving and Repair			Asphalt and March 12, 2024	
1	Locations currently needing paving/concrete work:		Santos Excavating Inc.	RCI General Engineering
a.	Dora Lee Lane – Asphalt patch 3’x14’ & 5’x25’		\$6,797.10	\$4,400.00
b.	Woodsdale Lane – 11’x310’ asphalt roadway repair (including apron)		\$34,952.50	\$41,100.00
c.	Valley View Dr. – trenchline across asphalt road 3’x25’		\$2,215.50	\$2,200.00
d.	Dutch Bros. (Skyway & Center St.) 4’x5’ concrete sidewalk repair		\$2,500.00	\$5,900.00
	Total Item 1		\$46,465.10	\$53,600.00
2	Future Paving/Concrete work: As needed throughout a 1-year period by the District, a proposal to include unit prices for the following items:	Unit Price per Item		
a.	Asphalt Patch Paving			
	1-50 sq. ft.	\$ /sq.ft.	\$53.00	\$44.00
	50-100 sq. ft.	\$ /sq.ft.	\$36.00	\$44.00
	100-150 sq. ft.	\$ /sq.ft.	\$35.00	\$39.00
	150 -200 sq. ft.	\$ /sq.ft.	\$33.00	\$39.00
	200-300 sq. ft.	\$ /sq.ft.	\$29.50	\$36.00
	300-400 sq. ft.	\$ /sq.ft.	\$35.75	\$36.00
	400-500 sq. ft.	\$ /sq.ft.	\$29.50	\$34.00
	500-1000 sq. ft.	\$ /sq.ft.	\$19.50	\$102.00
	1000-2000 sq. ft.	\$ /sq.ft.	\$16.00	\$61.00
	2000-3000 sq. ft.	\$ /sq.ft.	\$14.50	\$39.00
	4000-5000 sq. ft.	\$ /sq.ft.	\$14.30	\$25.00
b.	Adjust/Replace Valve Can in Roadway	\$each	\$1,250.00	\$3,600.00
c.	Adjust/Replace Valve Can in Sidewalk	\$each	\$1,250.00	\$3,600.00
d.	Asphalt Berm/Curb – 1 to 5 lineal feet	\$/ft.	\$116.50	\$834.00
e.	Asphalt Berm/Curb – more than 5 lineal feet	\$/ft.	\$55.00	\$757.00
f.	Asphalt Mill & Fill			
	1 to 50 sq. ft.	\$ /sq.ft.	\$40.00	\$44.00
	50-100 sq. ft.	\$ /sq.ft.	\$21.50	\$44.00
	100-150 sq. ft.	\$ /sq.ft.	\$16.00	\$39.00
	150 -200 sq. ft.	\$ /sq.ft.	\$14.50	\$39.00
	200-300 sq. ft.	\$ /sq.ft.	\$12.50	\$36.00
	300-400 sq. ft.	\$ /sq.ft.	\$11.00	\$36.00
	400-500 sq. ft.	\$ /sq.ft.	\$12.00	\$34.00
	500-1000 sq. ft.	\$ /sq.ft.	\$10.00	\$95.00
	1000-2000 sq. ft.	\$ /sq.ft.	\$7.30	\$58.00
	2000-3000 sq. ft.	\$ /sq.ft.	\$8.30	\$35.00
	4000-5000 sq. ft.	\$ /sq.ft.	\$6.75	\$25.00
g.	Sawcut Asphalt			
	0 – 4” thick	\$/lineal ft.	\$3.00	\$49.00
	4 – 8”	\$/lineal ft.	\$4.50	\$65.00
	8”+	\$/lineal ft.	\$6.00	\$73.00
h.	Slurry Seal			
	1-50 sq. ft.	\$ /sq.ft.	\$15.75	\$44,100.00
	50-100 sq. ft.	\$ /sq.ft.	\$8.00	\$881.00
	100-150 sq. ft.	\$ /sq.ft.	\$6.30	\$440.00
	150 -200 sq. ft.	\$ /sq.ft.	\$5.00	\$294.00
	200-300 sq. ft.	\$ /sq.ft.	\$3.75	\$221.00
	300-400 sq. ft.	\$ /sq.ft.	\$2.80	\$147.00
	400-500 sq. ft.	\$ /sq.ft.	\$2.60	\$110.00
	500-1000 sq. ft.	\$ /sq.ft.	\$2.75	\$89.00
	1000-2000 sq. ft.	\$ /sq.ft.	\$1.75	\$44.00
	2000-3000 sq. ft.	\$ /sq.ft.	\$1.95	\$22.00
	4000-5000 sq. ft.	\$ /sq.ft.	\$1.20	\$12.00
i.	Thermoplastic Striping			
	4” Wide	\$/lineal ft.	\$80.00	\$13,922.00
	6” Wide	\$/lineal ft.	\$85.50	\$13,930.00
	12” Wide	\$/lineal ft.	\$100.00	\$13,930.00
j.	Concrete Curb with Gutter	\$/lineal ft.	\$645.00	\$115.00
k.	Concrete Curb no Gutter	\$/lineal ft.	\$605.00	\$98.00
l.	Valley Gutter	\$/lineal ft.	\$650.00	\$113.00
m.	Curb Ramp with Domes	\$each	\$8,150.00	\$10,350.00
n.	Curb Ramp no Domes	\$each	\$7,625.00	\$9,800.00
o.	Driveways			
	Color Match: 4” thick	\$ /sq.ft.	\$131.00	\$46.00
	6” thick	\$ /sq.ft.	\$135.00	\$48.00
	Color Match Exposed Aggregate: 4” thick	\$ /sq.ft.	\$144.50	\$63.00
	6” thick	\$ /sq.ft.	\$148.50	\$65.00
	Exposed Aggregate: 4” thick	\$ /sq.ft.	\$138.00	\$60.00
	6” thick	\$ /sq.ft.	\$142.00	\$63.00
	Plain Concrete: 4” thick	\$ /sq.ft.	\$124.00	\$41.00
	6” thick	\$ /sq.ft.	\$128.00	\$43.00
p.	Sidewalks	\$ /sq.ft.		
	Color	\$ /sq.ft.	\$131.00	\$46.00
	Color & Exposed Aggregate	\$ /sq.ft.	\$144.50	\$63.00
	Exposed Aggregate	\$ /sq.ft.	\$138.00	\$65.00
	Plain	\$ /sq.ft.	\$125.00	\$41.00
q.	Sawcut Concrete			
	0 – 4” thick	\$/lineal ft.	\$25.00	\$12.00
	4 – 6”	\$/lineal ft.	\$28.00	\$12.00
	6”+	\$/lineal ft.	\$35.00	\$18.00



Paradise Irrigation District

AGENDA ITEM 8.b. (Pages 173-178)
PID Properties Discussion

6332 Clark Rd, Paradise, CA 95969 · 530-877-4971 · Fax: 530-876-0483 · www.pidwater.com

DATE: March 12, 2024

TO: Board of Directors

FROM: Bill Taylor, Assistant Engineer

RE: Direction on District Properties – Old Home & Flower Shop

The District owns two properties along Clark Road that have been rented out in the past but are now sitting vacant.

This memo seeks direction from the Board on how you would like to proceed with these two properties.

1. Old Home – This is a 2-bedroom, 1-bathroom home that needs a major remodel. There is little to no insulation, cracks in the walls, inoperable single pane windows, outdated bathroom and kitchen, no central HVAC system and only a single wall heater. Additionally, the roof leaks and needs to be replaced and the exterior paint is peeling off.
2. Flower Shop (Red Building) – Was originally a florist (Christian & Johnson). The last tenant was a contractor building homes after the fire. This building does not meet ADA standards, there are varying floor levels with no ramps, the bathroom is tiny, and the last tenant installed HVAC ducting that is exposed inside the building. The building needs a major remodel to be presentable and to even come close to meeting ADA standards.

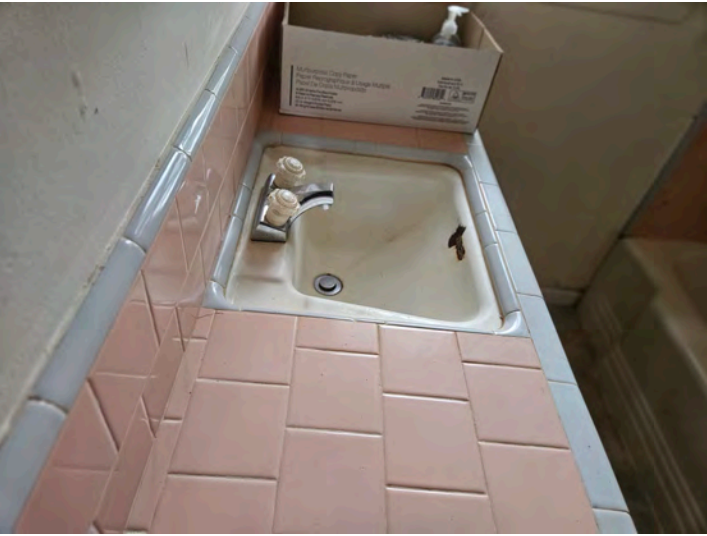
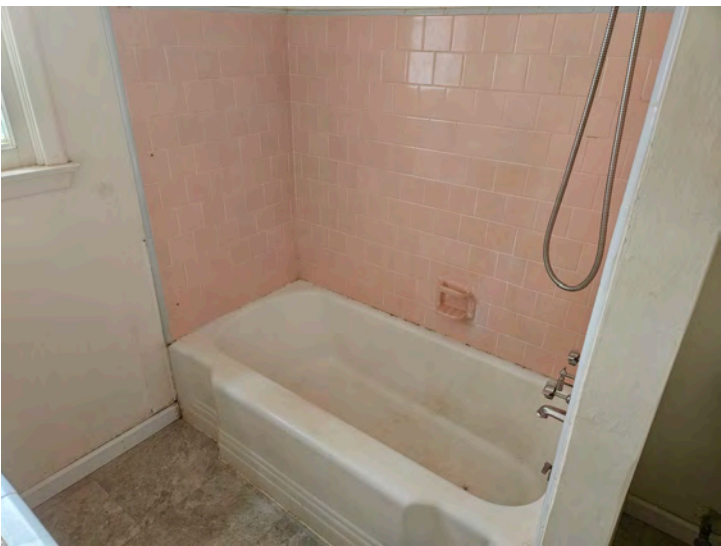
Options:

1. Old Home:
 - Convert into offices for the District; the District office is busting at the seams. Possibly utilize as a new Engineering Department for the District. Staff has worked up a bid package for this to go out to Contractors, but do not want to issue if this is not the Board's desire.
 - Remodel and rent out as a home again. It will never be a highly desirable rental due to no garage, fenced yard, and Clark Road.
 - Fix roof and use for storage.
 - ??????
2. Flower Shop:
 - Demolish building and convert property to a public parking area with rapid charging stations (up to 8 provided through grant funding) and profit off the chargers. (Brett's idea and an exceptionally good one.)
 - Demolish building and leave as empty lot.
 - Sell the property and building, Someone else's problem what to do with it.
 - Leave it as is and use for District storage (what it is now).
 - Major extensive remodel bringing building up to ADA standards for a business and fixing the issues the building has.
 - ?????

Action Requested: Provide advice on how the Board would like to proceed on each of these properties.

Old House Pictures

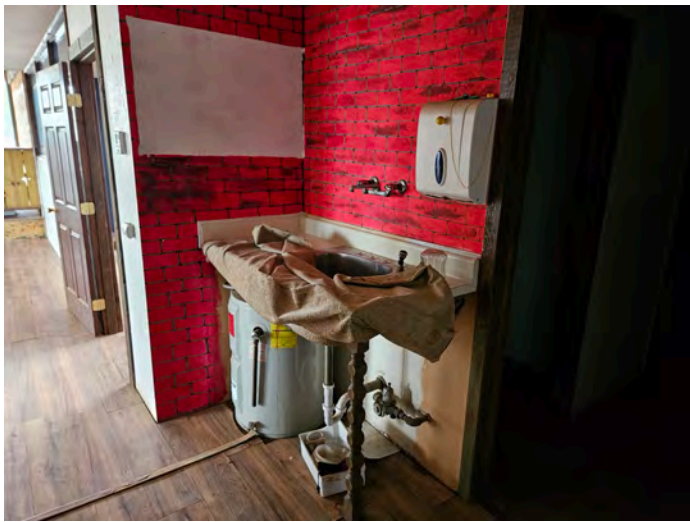






Flower Shop Pictures







PARADISE IRRIGATION DISTRICT

AGENDA ITEM 8.d. (Pages 179-196)
PID Infrastructure Damage Policy

"Paradise Irrigation District (PID) is dedicated to the business of producing and delivering a safe, dependable supply of quality water in an efficient, cost effective manner with service that meets or exceeds the expectation of our customers."

TO: PID Board of Directors

FROM: Mickey Rich, Assistant District Manager

DATE: March 20, 2024

RE: Addition to PID Rules and Regulations, Chapter 6 Infrastructure Damage Policy

This addition to PID Rules and Regulations, Chapter 6, was developed by Minasian Law Firm to address recurring damage to PID infrastructure caused by negligence.

PID crews spend significant time responding to damage to our infrastructure caused by contractors. The following policy allows PID to charge penalties for negligence in addition to the actual cost of repairing infrastructure damage caused by a third party.

PID has historically collected for damage to its system, however since the Camp Fire, there has been a vast increase in infrastructure damage. This policy seeks to reduce the instances of damage by adding penalty for negligent damage.

Recommended Motion:

"I move to adopt the proposed additions to PID's Rules and Regulations, Chapter 6.15."

CHAPTER 6 WATER SERVICE

6.1 RULES AND REGULATIONS

These rules and regulations have been adopted by the Board under the authority of the Water Code of the State of California, are part of the law governing the District, and may be amended as required for the operation of the District. All records of the District are open to the public in accordance with the Public Records Act during the hours when the District offices are open. Information concerning the affairs of the District will be furnished in accordance with statutory procedures and requirements. Reproduction of any documents shall be at a copy fee set by the Board from time to time and described in Appendix A.1.

Failure or refusal of any landowner or water user to comply with the rules and regulations of the District, including this manual, or any interference by any such landowner, water user, his servants or employees, with the rights, duties, or obligations of the District, or its employees, or any tampering with meters, valves, or other District works and installations shall entitle the District to discontinue the service of water to such owner or user until the landowner or water user shall furnish satisfactory proof to the Board of his intention to comply with the District's rules, regulations, policies, and procedures.

6.2 OWNERSHIP OF WATER

All water and water rights belonging to the State within the District have been dedicated and set apart for the uses and purposes of the District. No purchaser of water from the District acquires any proprietary right therein or any right to resell such water, or to use it on premises or for a purpose other than stated in the written request to the District for service. The District asserts the rights to recapture, reuse, and resell all water that passes from the premises of the person to whom the water was sold, or from the premises stated in the request to the District for services. All water introduced into the District by District works or other outside sources is District water, and is subject to diversion, re-diversion, and use by the District. All such water intercepted and used or impounded will be charged to the person using or impounding it at the rates established by the District.

6.3 ANNEXATION OF LANDS TO THE DISTRICT

Property must be annexed to the District prior to receiving water service. Annexations shall occur in accordance with the District's Annexation of Lands to the District or Reorganization including Annexation Application and Procedures Guide as described in Appendix B.3. No water service will be supplied to parcels that are not annexed to the District unless previously approved by the Board.

The applicant will be informed of the requirements for receiving service, including any negotiated and/or mitigating issues and the costs associated with the annexation process. Thereafter, if the applicant wants to proceed with annexing their property, they must

Amended 12/20/17: §6.5, 6.6

Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

Amended 01/16/19: §6.6.4, 6.12.4, 6.14

Amended 03/17/21: §6.14

deposit funds equal in amount to the total of the District's processing fee and any other fees as described in the Recordable Annexation Agreement. Calculation of the District's annexation fee and when it becomes payable to the District will be as described in Appendix B.3 and the Recordable Annexation Agreement.

6.4 EASEMENT ABANDONMENT

Abandonment by the District of its interest in public utility, irrigation, and other easements dedicated to the District for installation, maintenance, repair, etc., of facilities, shall require approval of the Board. Staff shall prepare a detailed analysis and recommendation for consideration by the Board. Commitments to abandon easements or assurances that easements will be abandoned may be provided by staff only after approval of same by the Board.

6.5 APPORTIONMENT OF WATER

In the event of water shortage conditions, the District will endeavor to equitably apportion the water to the land and/or customers entitled thereto in accordance with the water shortage contingency analysis discussion found in the most recent publication of the District's Urban Water Management Plan or in accordance with emergency measures adopted by the Board. The decision of the Board as to the need for and method of apportioning the water shall be conclusive. No water user shall permit the waste of water which is under his control. The District reserves the right to refuse delivery of water when it appears to the satisfaction of the Board that the proposed use or method of use will require such excessive quantities of water that will constitute waste.

6.6 WATER SERVICE

The District provides domestic and irrigation water from Paradise Lake and Magalia Reservoir through the District treatment plant, and occasionally from District drought management wells, through the District's piped distribution system. The District operates the system with permits from the State of California, Department of Water Resources. Irrigation and residential irrigation water service accounts are defined as those using water on two or more acres for any legal agricultural endeavor.

The agents of the District shall have access at all times to the property being supplied with water from the District's system for the purpose of examining the lands, the flow of water thereon, the District works and water facilities and any private pipelines or facilities for the delivery of water. No fence or structure shall be built, or trees or other obstruction maintained prohibiting reasonable District access on any right-of-way or easement or other property belonging to the District without the permission of the Board in writing and signed by the President of the Board. No meter shall be fenced in or made inaccessible without District approval.

No material of any sort will be placed or allowed to collect on any land belonging to the District. No trespassing is permitted on District land so posted or fenced. Violators of the rule shall be subject to prosecution.

Amended 12/20/17: §6.5, 6.6

Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

Amended 01/16/19: §6.6.4, 6.12.4, 6.14

Amended 03/17/21: §6.14

No person or persons shall install or place any pipeline, valve, meter or other structure or device in any works of the District except in pursuance of plans adopted or orders made by the Manager and approved by the Board; nor shall any person divert or take water from the works of the District or under its control or make any opening therein, or change, molest, disturb or interfere with any works of the District without permission of the Manager and approval by the Board.

6.6.1 Applying For Service –

Any person desiring a new service connection shall apply for service at the District office as far as possible in advance, in order to afford the District time to make the connection.

Requests for new water service (property normally not previously serviced), shall be made by the property owner or his designated agent. To open an account for new water service, a signature is required on the Meter Order form. A transfer of existing water service requires a copy of the property owner's recorded deed. Applications for service are taken at the business office of the District. The District's requirements for the type of service desired must be met before a request will be approved. Service charges begin when a meter is installed.

All requests for water service shall be subject to staff review. Requests for service from a water main not contiguous to the subject property, or from a water main with insufficient capacity to serve additional demands, will be subject to additional review and may be subject to special conditions of approval.

Special conditions of approval include, but are not necessarily limited to, providing proof of recorded easement(s), execution of a Future Pipeline Agreement, or construction of a pipeline extension project. Additional District costs for legal review, document preparation, etc. (over and above the costs associated with a meter order that does not have special conditions of approval), will be billed to the applicant and payment shall be received before service will be provided.

If any part of the property to be served does not physically touch an existing District main with sufficient capacity to provide additional service ("non-contiguous), or if these premises are outside the District's boundaries, or if unusual conditions exist, the applicant will be advised of terms and conditions which must be met before a request for service may be accepted, including the possibility of Board approval. In determining whether the portion of an applicant's premises lying directly along a main constitutes principal frontage, the District's decision shall be final. It is the intent of the language contained herein, to minimize the number of multiple service lines which, in the judgment of the District, detracts from the present and future orderly development of the District.

Continuance of service is dependent on compliance with the District's regulations governing service.

Amended 12/20/17: §6.5, 6.6

Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

Amended 01/16/19: §6.6.4, 6.12.4, 6.14

Amended 03/17/21: §6.14

6.6.2 Service Connections –

All new pipelines and service facilities to supply water to new developments shall be installed at the full cost and expense of the owners of such developments and shall be installed in accordance with the District's Improvement Standards For Water Systems Planning and Design Manual (Appendix B.7), and the Pipeline Installation Procedures and Specifications Manual (Appendix B.8).

A. Existing Service Connection

Service may be granted where a complete service connection for the premises exists provided the District's requirements are met as stated in these regulations, including copies of legal property documentation substantiating ownership or change in ownership. During normal business hours, if a minimum forty-eight (48) hour advance notice is furnished to the District, the service will be continued or turned on at the meter on the date requested by the customer. After hours service requests will be subject to additional charges.

B. Service Connection Does Not Exist

When an application is received for service to premises where a service connection does not exist, service may be granted provided the applicant meets the District's general requirements as stated herein and as described in Appendix B.7, Improvement Standards for Water Systems Planning and Design Manual, and Appendix B.8, Pipeline Installation Procedures and Specifications Manual.

6.6.3 Pipeline Installations –

Pipeline installations shall be in accordance with Pipeline Installation Procedures and Specifications as described in Appendix B.8.

The State's Attorney General has opined that, in certain circumstances, construction of facilities for provision of public utility service, with the understanding and agreement that said facilities will be turned over to the District for ownership, operation, and maintenance at the conclusion of construction, may be subject to the prevailing wage laws of the State of California. It is the developer's responsibility to determine if the Attorney General's opinion affects the wages paid by him to workers employed on water facilities constructed for their project. However, should it be determined that the prevailing wage laws of the State (Labor Code 1770, et seq.) apply to the work performed for the project, then the developer will be required and shall agree to defend and hold the District harmless from any liability, claims, damages, or costs in any way associated with said determination by the State. Further, the developer shall take all necessary and appropriate action, including payment of back wages, and any associated penalties which may be required, due to

Amended 12/20/17: §6.5, 6.6

Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

Amended 01/16/19: §6.6.4, 6.12.4, 6.14

Amended 03/17/21: §6.14

enforcement of the prevailing wage law in connection with construction of the water system.

The District will not represent or advise the developer in connection with this matter except to advise them of their potential liability. The developer should not rely upon any opinion or information of the District in making their determination in connection with the payment or nonpayment of wages.

6.6.4 Continuity of Service –

After water service has been installed, the appropriate charge will continue for all installed meter accounts until written notice from the property owner is given to the District to permanently discontinue service. In those cases where the meter had been removed and a ready to serve status remains in effect, the customer shall retain applicable rights and privileges of those customers with an installed meter.

The property owner may request their meter to be removed. Such discontinuance of service is permanent. Reestablishment of service shall be on the same basis and conditions as any other request for new service with the exception that the owner shall retain the capacity provided to that parcel and capacity fees will only apply if the new service requires more capacity than the removed meter.

A service charge for temporarily sealing and reactivation to normal service shall be fixed from time to time by the Board and be available on request at the District business office.

6.6.5 Service Interruptions –

The District may shut off the water at any time for the purpose of making repairs and improvements to its pipelines and works or for other purposes and the District shall not be responsible nor liable in any manner for any inconvenience, loss, or damage caused by any service interruption. Whenever possible, proper notice will be provided to the customers impacted by the service interruption.

Water users requiring continuous water supply for any reason are advised to provide an auxiliary supply or storage facility sufficient to supply their needs during any such interruption period.

6.6.6 Limits of District Liability –

The District will not be liable for any damage of any kind or nature resulting directly or indirectly from any private distribution or service pipeline, 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 there from. The District sells water as a commodity only and not as a guaranteed service and will not be liable for defective quality of water, shortage of water either temporarily or permanently, or failure to deliver such water.

Amended 12/20/17: §6.5, 6.6

Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

Amended 01/16/19: §6.6.4, 6.12.4, 6.14

Amended 03/17/21: §6.14

Pumping by consumers of District water is done at the consumer's risk and the District assumes no liability for damages to pumping equipment or other damages as a result of water quality or shortage or excess of water or other causes.

The District assumes no liability for damages to persons or property occasioned through defective pipelines, meters, pressure relief valves, or any other part of the system.

6.7 PRIVATE DISTRIBUTION PIPELINES

The District no longer approves private distribution pipelines (pipelines on the District's side of the meter, but not owned by the District). It is to such pipelines earlier approved and installed that the comments of this section apply.

In the event of leakage from such privately owned pipelines, the District will effect repairs or replacement of the pipeline at District cost. In the event of a refusal by property owner(s) to allow District repair or replacement of the same, the District may at its option in the Manager's discretion, in order to avoid waste of water or property damage, discontinue service of water through such privately owned pipelines until the condition is remedied.

6.7.1 Meters Relocated from Private Distribution Pipelines –

It is the goal of the District that private pipelines be eliminated from the District's distribution system. In order to achieve this goal, the District will relocate meters onto a nearby District main at no cost to the customer if the customer absorbs the cost of connecting their service line from the meter to their existing plumbing.

6.7.2 Acceptance of Private Distribution Lines –

Upon request of property owners of a private distribution pipeline, the Board may, at its sole discretion and after proper inspection by the District, agree to accept conveyance of title to the pipeline and right-of-way and thereafter operate and maintain it as a District pipeline.

6.8 CUSTOMER SERVICE LINES

6.8.1 Condition of Customer Service Pipelines Beyond District Meters –

Before water is turned on for a customer service pipeline, the pipeline shall be in suitable condition to receive water. Failure to comply with this policy shall be sufficient cause for refusal to turn water into such pipelines. Nothing herein shall be construed as an assumption of liability on the part of the District, its Directors, officers or employees for any maintenance, or use of any customer pipeline or by reason of permitting the flow of water or turning water therein.

6.8.2 Customer Service Line Improvements -

Amended 12/20/17: §6.5, 6.6

Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

Amended 01/16/19: §6.6.4, 6.12.4, 6.14

Amended 03/17/21: §6.14

It is the policy of the District to encourage the replacement of long customer service lines when an opportunity to connect to a new main in a closer location presents itself. All costs associated with the extension of, or connection to District facilities, together with the installation of private service lines from said facilities, shall be the responsibility of the owner(s) of the parcel(s) to be served.

Property owners that are willing to replace their service line, where the cost is in excess of \$1,000, will have the option to finance their costs through the District at fixed rate set at the prime rate of the District's Bank, plus 2% for a maximum term of 10 years. Property Owner will be required to acknowledge that any delinquencies will result in the total amount due being transferred to the Property Tax rolls.

6.9 RELOCATION OF DISTRICT SYSTEM

The cost of relocating meters, hydrants, pipelines, or any other portion of District's system shall be borne by the requesting party or the party benefiting from the relocation. Relocation fees shall be labor plus fifty (50%) percent, material, and equipment charges. As described in Appendix A.1.

6.10 FINANCIAL RESPONSIBILITY FOR COST OF EXTENDING MAINS

It is the District's policy to allow reasonable extensions of District water mains to serve the growing community, but not to unfairly burden existing customers with the costs of extending service to new customers. The developer of a project or the owner of a lot that wishes to connect the project or lot to the District's system ("Developer") may request an extension of a District main and appurtenant facilities to serve the project or lot. The Developer will initially bear the entire cost of extending the main and will also bear the costs of installing the private service lines to its project or lot(s). The District, in its sole discretion, may elect to use its own forces to install the extension, in which case the Developer will be required to deposit with the District the entire estimated cost of the extension; otherwise, the Developer will be responsible for constructing the extension to the District's specifications. The District will not be responsible for any of the costs associated with the Developer's extension of the main.

6.10.1 Other Benefitted Lots –

If other lots not under the Developer's control front on the extended District main, they will be eligible to receive service from the extended main. The owner of an eligible lot that (1) has previously executed a Future Pipeline Agreement with the District, (2) requests new, upsized, or expanded service from the extended main, or (3) is subdivided before the end of the term of the Reimbursement Agreement (see below), will be responsible for a Pro Rata Contribution for the cost of extending the main. (See Section 6.10.4, below.) In the case of a subdivided lot, each new lot created by the subdivision will be liable for a Pro Rata Contribution. The owner of a benefitted lot will also be liable to the District for the cost of installing the private service line from the main to the benefitted lot and for any

Amended 12/20/17: §6.5, 6.6

Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

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Amended 03/17/21: §6.14

other applicable fees and charges (e.g., meter installation or relocation fees, capacity fees, etc.).

The owner of a lot that already receives treated water service from the District and is not subject to a Future Pipeline Agreement will not be liable for any Pro Rata Contribution unless it requests expanded or upsized service or the lot is subdivided before the end of the term of the Reimbursement Agreement. If the extension of the main necessitates relocation of any existing metered water service, the District will perform the relocation and the Developer will bear all the costs of relocation, unless the affected lot was already subject to a Future Pipeline Agreement. No lot will ever be required to pay more than one Pro Rata Contribution.

6.10.2 Reimbursement Agreements –

The Developer will initially bear the entire cost of extending the water main. Prior to the District's acceptance of the extended main, the Developer may request a Reimbursement Agreement with the District, under which the District will attempt to collect the Pro Rata Contributions from benefitted lot owners and disburse them to the Developer. The District will not be liable, financially or otherwise, if its collection efforts are unsuccessful. Reimbursement Agreements will have a maximum term of ten years, at the conclusion of which the District will cease collection efforts and make a final disbursement to the Developer.

6.10.3 Reimbursable Costs –

Reimbursable costs are limited to those construction costs that are directly and solely related to the extension of the main. The calculation of such costs is subject to District approval. Costs incurred by the Developer for right-of-way acquisition, retention of engineers or other consultants for planning or design purposes, or for construction of improvements that do not benefit properties other than the Developer's will not be reimbursable. If there is a future extension of the main built off of the Developer's extension, lots benefitted by the future extension will not be liable for any Pro Rata Contribution for the Developer's extension.

6.10.4 Pro Rata Contribution Calculation –

Responsibility for reimbursable costs will be calculated as follows: 50% of the total reimbursable costs will be apportioned to each benefitted lot based on the maximum number of potential lots into which each benefitted lot (including the Developer's) could be divided (as allowed by post-project zoning). The other 50% of the total reimbursable costs will be allocated to each lot based on each lot's proportionate frontage on the extended main. A particular lot's Pro Rata Contribution will equal the sum of its contribution based on potentially benefitted lots plus its contribution based on proportionate frontage.

The Pro Rata Contribution apportioned to any single lot (except for the Developer's) may not exceed 50% of the total reimbursable costs. If a lot is subject to a Future Pipeline

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Amended 03/17/21: §6.14

Agreement and its Pro Rata Contribution will exceed \$1,000.00, then the lot owner may finance its Pro Rata Contribution through the District at a fixed rate set to the prime rate of the District's bank plus 2%, for a maximum term of ten years. Such financing is not available to the Developer, which will be responsible for obtaining its own financing.

6.10.4.1 Potentially Benefitted Lots –

The District will determine the total number of potential lots within each existing lot that would be benefitted by the extension, based on the zoning rules applicable after the project is complete. (For instance, a 2-acre lot in an area where zoning requires a minimum lot size of 1 acre would be considered to contain 2 potential lots; a 3.5-acre lot in an area where zoning requires a minimum lot size of 1 acre would be considered to contain 3 potential lots.) 50% of the reimbursable costs will be apportioned to each benefitted lot based on the number of potential lots within each existing lot, divided by the total number of potential lots benefitted by the extension.

6.10.4.2 Proportionate Frontage –

The District will determine the sum of the lengths of the Front Lot Lines (as defined in Section 16.10.3.B.31 of the Paradise Code of Ordinances) of all lots that will be benefitted by the extension of the main. 50% of the reimbursable costs will be apportioned among the benefitted lots based on the length of the Front Lot Line of each lot, divided by the sum of all Front Lot Lines of all benefitted lots.

6.11 FIRE HYDRANTS

A. Usage and Operations –

By written agreement between the District and the Town of Paradise's Fire Department (Town), the Town accepts and acknowledges ownership of all District water system fire hydrants and is responsible for the installation, repair, and maintenance of fire hydrants. The Town requires the developers to meet fire flow requirements for all new developments with the cost of the materials and installation to be borne by the developer and/or the Town. The District may operate hydrants for flushing, flow testing, draining, filling, or other District purposes. At any time total water storage in Magalia and Paradise reservoirs falls below 8,000 acre feet, water will not be used for annual hydrant flow testing without the prior written approval of the Board.

B. Construction Water –

Application for a meter to provide construction water from fire hydrants or other outlets may be made at the District's business office. Except on a case-by-case basis for Public Works projects, which will benefit the community, no construction water may be taken or used outside District boundaries. All construction water delivered from fire hydrants

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Amended 03/17/21: §6.14

shall be protected by a backflow device and measured and delivered through a meter. If a meter is temporarily unobtainable by the District, the Manager may, until such meter is available, arrange unmetered delivery and estimate the amount of water delivered for billing purposes. Hydrant meter deposits, service charges, and water rates shall be as fixed from time to time by the Board and be available upon request at the District business office.

6.12 METERS

6.12.1 General –

All water delivered to customers must be measured and delivered through a meter, which shall be read on a bi-monthly basis. As it is not always practicable to read meters at equal intervals, the period between reading dates may vary by a few days.

Where water is served, at least one meter shall be established for;

- A. Each separately deeded parcel, or
- B. Contiguous parcels in identical ownership.

A parcel shall be that which is identified by a County Assessor's parcel number. An exception to this policy may be granted by the Manager for landscape irrigation service to street medians or parkways, which are contained within a public or private street right-of-way and are not defined as a separate deeded parcel. The applicant for water service to a parcel not identified with an assessor's parcel number shall submit a description of that parcel and water service to that parcel shall be subject to all other applicable provisions herein.

Notwithstanding the previous paragraph, one or more meters may serve a mobile home park or multiple-unit residential complex wherein the park or complex is comprised of a collection of separately deeded and contiguous parcels including parcels owned in common by an Association of the separate owners. The association shall be the District's customer and shall be responsible to receive and pay all water bills.

6.12.2 Ownership and Size –

The District shall retain ownership of all meters and connecting service pipe to the meter and reserves the right to regulate the size, character, and location of each meter for service. Water meters have operating ranges and characteristics which need to be compatible with water service demands to provide appropriate service.

6.12.3 Replacement –

The District may at the request of a property owner, and if in the opinion of the Manager such a change is reasonable, replace an existing meter with a larger or smaller meter. In the

Amended 12/20/17: §6.5, 6.6

Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

Amended 01/16/19: §6.6.4, 6.12.4, 6.14

Amended 03/17/21: §6.14

event that a meter is incorrectly sized for the flow demand at the point of service, the District may, at its option, replace the meter with a meter of the correct size.

An increase in meter size shall result in the requirement for the customer to pay the then current difference in capacity fees between the existing meter size and the new meter size. The customer is also responsible for the labor, materials, and equipment charges to undertake and complete the work.

If the meter size is reduced, the former capacity size is retained for the property. In the future, the customer shall be credited the difference of the then current capacity fees in the event there is additional meters, the original size is restored, or a larger meter is installed on the property. The Customer is responsible for the labor, materials, and equipment charges to undertake and complete the reduction in meter size.

If the existing meter is too small for the flow demand, the meter size shall be increased and the customer shall pay the applicable installation fee and the additional service capacity fee. If the customer refuses to pay all the appropriate fees for a larger meter, the District will install a flow restrictor at the meter to limit the flow to the rated capacity of the meter.

6.12.4 Active Meters –

All meters are classified as “active” unless sealed upon request of the landowner or by reason of conversion to the “discontinued service” category. All former “temporarily removed meters” were converted to one of the following categories:

- A. Active meters
- B. Ready to Serve meters
- C. Discontinued Service meters

Meters may only be moved from one location to another for the property being served upon request or as required to protect the meter. The cost of such relocation shall be borne by the requesting party or the party benefiting from the relocation. Meters remain with the property and may not be transferred to any other parcel even if under the same ownership.

“Discontinued Service” meters will not pay a monthly service charge, but the service line to the meter will not be replaced if it is found to leak, or if the District replaces the mainline that previously served the property.

Meter installation and relocation charges shall be fixed from time to time by the Board and be available upon request at the District business office.

6.12.5 Capacity Fee –

Amended 12/20/17: §6.5, 6.6
Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8
Amended 01/16/19: §6.6.4, 6.12.4, 6.14
Amended 03/17/21: §6.14

A capacity fee has been established and charged to customers to provide funds to build certain facilities needed for growth within the District. The capacity fee calculation takes into consideration both the value of the existing system, as well as anticipated alternative water supplies needed to supply new connections. A capacity fee schedule for new meters and changes in meter size shall be fixed from time to time by the Board and be available upon request at the District business office.

The capacity fee may be financed by the owner of the property through the District at fixed rate set to the prime rate of the District's Bank plus 2%, for a maximum term of 7 years, with an option by District to call upon any sale, transfer, or assignment.

6.12.6 Construction/Hydrant Meters –

Construction/Hydrant meters will be available, unless restricted due to water supply conditions, as provided in this manual.

6.12.7 Building/Construction Meters –

Building/Construction meters for new construction shall be the same as any other regular active meter except that they shall be eligible for the lowest "service" charge for the first six months or until the building is transferred or occupied.

6.12.8 Estimated Meter Readings –

Bills for service will be based on an estimate if a meter fails to register the volume of water consumed or cannot be read. In estimating consumption, due consideration will be given to fluctuations in usage caused by seasonal changes or known service interruption. Where a meter cannot be read without undue difficulty because of obstruction, the customer will be notified and requested to correct the condition.

6.13 CUSTOMER PRESSURE REGULATING & RELIEF VALVE RESPONSIBILITY

It shall be the responsibility of each water service customer to install pressure regulating and pressure relief valves within the customer's private water pipe system in accordance with the Health and Safety Code and applicable building codes.

6.14 CROSS-CONNECTION AND BACKFLOW CONTROL

The District, to protect against backflow of used water into the public drinking water system due to system depressurization and other planned or unplanned dewatering of water mains and in accordance with requirements set by the State of California shall maintain a cross-connection control program (California Administrative Code, Title 17, Chapter V, Section 7583-7622, inclusive, as amended), insofar as the regulations are applicable to the protection of the District's water supply. Cross-connection and backflow control applications shall occur in accordance with the District's Standard Drawing PID-15. In

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Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

Amended 01/16/19: §6.6.4, 6.12.4, 6.14

Amended 03/17/21: §6.14

accordance therewith, the District will maintain no water connection to any property unless the public water supply is adequately protected from known or potential cross connections or backflow conditions.

Water service by the District may be refused or discontinued to any premises upon which any known or potential hazard to pollute or contaminate the public drinking water system exists through backflow, as determined by the District, and which does not meet District cross-connection and backflow control requirements. Such service shall not be established or restored until District approved backflow prevention assembly(s) has/have been installed as described in District Standard Drawing PID-15. All costs to install such assemblies shall be borne by the customer. Installation of such assemblies may be installed by others (contractor, owner) at Owner's cost, or by the District at a Labor, Equipment, Material and Overhead cost basis. The Owner is responsible for ensuring the Backflow prevention assembly(s) is maintained, inspected, and tested (by a certified and district-approved tester) at least annually and in accordance with California Administrative Code, Title 17. The Owner may choose to have the District maintain and/or test the device, in which case the District will bill the Owner accordingly. The fee set for these services shall be included in District rates and fee schedules as periodically determined by the Board.

The protective assembly required shall be the Wilkins 975 XL2 Reduced Pressure Principle Assembly (RP) regardless of the application of the water service connection other than commercial fire systems requiring a Reduced Pressure Principle Detector Assembly (RPDA):

- A. Double check valve assemblies (DC or DCDA), may be used at the discretion of the District only when allowed according to California Administrative Code, Title 17.
- B. An air gap separation may be required if such hazard is identified by the District Cross Connection Control Specialist, to be present on any parcel(s) where water service is requested or exists.

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Amended 03/17/21: §6.14

6.15 Infrastructure Damage Policy

1. Purpose & Findings. The District owns, operates, and maintains infrastructure and facilities, including a water distribution system, to provide drinking water to and for the benefit of its customers. The District's infrastructure was severely damaged by the 2018 Camp Fire. The District continues to recover and reconstruct its system following the Camp Fire. Disruptions in the scheduled flow of work, particularly due to sudden, un-forecasted events, cause significant disruption to the District's operations and ongoing recovery efforts. The need to quickly respond to and repair un-forecasted damage to District's infrastructure has cost and delay impacts and other inefficiencies that impact District customers and increase costs beyond just the actual cost of repair. Since the Camp Fire, the District has observed increasing instances of reckless, negligent, and/or intentional damage to its infrastructure by District customers, contractors, and others. The purpose of this policy is to deter and prevent intentional, reckless, or negligent conduct, or repeated occurrences of accidental conduct, that damages the District's infrastructure or facilities that undermine and interfere with District operations and recovery efforts. Damages to District's infrastructure can cause interruptions to District's operations, and may jeopardize the District's ability to provide safe, affordable, clean, and consistent service to its customers and timely system rehabilitation.
2. Definitions.
 - a. "Accidental damage" shall mean damage to a District facility that was not reasonably foreseeable and was not the result of intentional conduct, reckless conduct, or negligent conduct.
 - b. "District facility" shall mean any facility owned, operated, and/or maintained by the District, including but not limited to District's water distribution system or any part or component thereof, irrigation facilities, storage facilities, treatment facilities, buildings, dams, fixtures, improvements, fences, pipes, conduits, pumps, ditches, laterals, mains, backflow devices, meters, connections, fire hydrants, pressure reducing valves, and any other fixture or improvement owned, operated, or maintained by the District.
 - c. "Cost of repair" shall mean the actual labor, equipment, and material costs incurred by the District in repairing a District facility.
 - d. "Negligent conduct" shall mean the failure to exercise reasonable care to avoid damage to a District facility.
 - e. "Intentional conduct" shall mean any act(s) done with the intent or conscious desire to cause damage to a District facility.
 - f. "Occurrence" refers to each and every incident subject to a penalty under this policy, and in the case of a recurring or ongoing incident, each and every separate instance of a recurring incident or ongoing incident subject to a penalty under this policy.
 - g. "Reckless conduct" shall mean any act(s) done with knowledge that damage to a District facility would occur as a result of the act(s), or with disregard of a

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Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

Amended 01/16/19: §6.6.4, 6.12.4, 6.14

Amended 03/17/21: §6.14

substantial risk that damage could occur to a District facility as a result of the act(s).

3. Report Regarding Damage to Infrastructure. When any person or entity causes damage to infrastructure, or the District has reason to believe that any person or entity has caused damage to infrastructure, District Meter Shop Operations Manager shall investigate and prepare a written report. The written report shall contain a description of the incident including, if known, the following: the date & time of the incident, the date & time it was discovered by or reported to the District, the date & time service was restored and/or the facility repaired, the nature and extent of damage to a District facility, the causes of the damage, the names of any person(s) or entities who caused or may have caused the damage, the nature, extent, and cost of any disruption to District service, the nature, extent, and cost of any repairs necessary to correct the damage, any other costs incurred by the District in connection with the incident, and any third party or staff observations regarding the details of the damage. The report may consider any prior instances of accidental or non-accidental damage by the same party in determining whether the current damage was caused by negligent, reckless, or intentional conduct. The report shall make a determination as to the cause of damage and whether accidental or non-accidental. If the Meter Shop Operations Manager concludes that the damage was caused by negligent conduct, reckless conduct, or intentional conduct, a written explanation supporting the finding shall be included in the report. The report shall be completed and provided to the District Manager prior to the imposition of any cost recovery imposed under this policy.
4. Notice. The District will provide notice of infrastructure damage and an invoice of the amount owed to the District to recover its costs. The notice will be delivered in person or by mail. If the notice concludes that the damage was caused by intentional, reckless, or negligent conduct, the report regarding damage to infrastructure will be included with the notice.
5. Cost Recovery for Accidental Damage. A person or entity who is responsible for causing accidental damage to a District facility shall be billed for the cost of repair.
6. Cost Recovery for Intentionally, Recklessly, or Negligently Damaging Infrastructure. In recognition of the added cost of preventable, un-forecasted events affecting District operations and recovery efforts, any person or entity who damages a District facility due to intentional conduct, reckless conduct, or negligent conduct shall be billed as follows:

For the first occurrence, 200% (2 times) the cost of repair to the District facility;
For the second occurrence, 300% (3 times) the cost of repair to the District facility;
For the third occurrence and subsequent occurrences, 500% (5 times) of the cost of repair to the District facility.

Amended 12/20/17: §6.5, 6.6

Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

Amended 01/16/19: §6.6.4, 6.12.4, 6.14

Amended 03/17/21: §6.14

7. Payment. A person or entity who receives a notice under this policy shall make payment within 30 days of the date of the notice. The payment due date will be extended for any party that timely seeks reconsideration. Payments not paid when due are considered delinquent and will accrue interest at the same rate applicable to delinquent water bills. The District reserves the right to collect delinquent payments through any and all legally available means, including adding the delinquent amount to the responsible customer's bill or by adding the delinquency to the tax roll.
8. Reconsideration. A person or entity responsible for negligent, reckless or intentional conduct under this policy may seek reconsideration of the enhanced cost award by mailing or delivering a written request for reconsideration to the District office. Such written request for reconsideration must be received by the District within 30 calendar days of the date of mailing or delivery of the notice and must state the factual or legal basis for the reconsideration. The District Manager or their designee may accept reconsideration by considering the damage to be accidental, or may reject a request for reconsideration by written notice mailed or hand delivered to the responsible party. Payment following reconsideration is due 15 calendar days following the District's notice responding to a request for reconsideration. Payment must be timely made for any aggrieved party to seek appeal.
9. Appeal. A person or entity who has timely sought reconsideration and timely paid the cost award may, within 15 days of the date of the District's notice on reconsideration, file a written appeal by requesting a hearing before the District's Board of Directors. The appeal will be agendaized for consideration by the Board of Directors at a future regular or special board meeting, scheduled in the discretion of the District. Notice of consideration of the appeal will be provided in writing or by personal delivery to the appellant. At the appeal, the appellant will be afforded an opportunity to be heard and to present any evidence submitted in support of appellant's request for reconsideration. New evidence not previously provided will not be considered. The District's [designated position] may also present to the Board. The appellant must personally attend the hearing and bears the burden of providing that the damage was accidental and not due to intentional, reckless, or negligent conduct. After appellant's opportunity to be heard, the Board of Directors will decide the matter and the Board's decision shall be final. If the Board grants the appeal by determining that the damage was accidental, the District shall promptly refund the difference in cost award.

Amended 12/20/17: §6.5, 6.6

Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

Amended 01/16/19: §6.6.4, 6.12.4, 6.14

Amended 03/17/21: §6.14

10. Enforcement.

- a. The District may enforce this policy through any and all legal means. Without limiting the generality of the foregoing, the District may (i) deny, suspend, or restrict service to the culpable party; (ii) add amounts owed to bills for water service; (iii) add amounts owed to the tax roll; (iv) terminate, suspend, or restrict rights of encroachment on or over District property interests or facilities; (v) seek recovery from parties that are jointly and severally liable; and/or (vi) pursue legal action, including equitable relief.
- b. Joint and Several Liability. If a person or entity who damages a District facility due to intentional, reckless, or negligent conduct does so while in the employment of another person or entity, or while performing work under a contract with another person or entity, then each contracting party and/or employer shall be jointly and severally liable—together with the person who damaged a District facility—for payment of the penalties imposed, and the incident shall count as an “occurrence” for each person or entity responsible for payment of the penalty.

Amended 12/20/17: §6.5, 6.6

Amended 10/17/18: §6.7, 6.7.1, 6.7.2, & 6.8

Amended 01/16/19: §6.6.4, 6.12.4, 6.14

Amended 03/17/21: §6.14