



Staff Report

for the Board of Directors' Meeting of July 14, 2021

TO: Board of Directors

FROM: Shannon Wood, Business Services Technician
Doug Roderick, P.E., Interim Engineering Manager

DATE: June 30, 2021

SUBJECT: Loma Rica Drive District Financed Waterline Extension
Funding Agreements (10) – FATR #2181 (Consent)

OPERATIONS

RECOMMENDATION:

Approve funding agreements with ten (10) property owners within the Loma Rica Drive District Financed Waterline Extension project.

BACKGROUND:

The Administrative Practices Committee reviewed the project at the December 1, 2020, meeting. The committee unanimously agreed to advance a recommendation to the Board of Directors to approve the project and rollover the funds from the 2020 budget to the 2021 budget. Subsequently, the Board of Directors acknowledged this project on December 9, 2020, and advised staff to meet with the property owners.

Staff held neighborhood kickoff meetings on December 27, 2020, and December 30, 2020, which resulted in the District receiving 10 applications representing landowners interested in extending treated water from Lee Lane, continuing on Loma Rica Drive, terminating at the intersection of Loma Rica Drive and Madrona Leaf Court. Good faith deposits were requested from those applicants. Seven applicants requested a meter installation with the project, and three applicants requested to participate in the project only (not installing a meter at this time). Funding Agreements have been prepared for and executed by 10 property owners who applied to participate in this project and submitted a good faith deposit.

The project is approximately 3,200 lf of 8-inch pipe, including 3 public fire hydrants, potentially serving a total of 20 parcels. The total not-to-exceed cost per participant, including meter, is \$44,856 and without a meter is \$33,260.

FINANCIAL IMPACT:

The overall project estimate is \$694,878, of which \$29,680 will be District participation leaving the balance to be recovered through DFWLE Funding Agreements or future District Reimbursement as follows:

Total Project Estimate **w/out** Connection Charges: \$694,878

Community Investment Stabilization Fund (District Participation): \$29,680

Community Investment Stabilization Fund (Property Owner Participation): \$665,198

Reimbursement Potential (based on minimum participation): \$665,200

Cash Deposit 10% Good Faith Deposit (10 @ \$3,326): \$33,260 – beginning of project

Deferred Revenue (minimum of 10 @ \$29,934): \$299,340 – plus interest over 30 yrs

Future Reimbursement (10 parcels @ \$33,260*): \$332,600

*Current rate when meter is requested to be adjusted per Policy 3175, District Installed Pipeline Reimbursements

Connection Charges (7 Funding Agreements based on 2020 rates): \$235,157

Cash Deposit 10% Good Faith Deposit (7 @ \$1,160): \$8,120 – beginning of project

Deferred Revenue (minimum of 7 @ \$10,436): \$73,052 – plus interest over 30 years

Future Connection Charges (13 parcels @ \$11,845* {2021 rates}): \$153,985

*Current rate when meter is requested

BUDGETARY IMPACT:

This project was identified within the 2021 budget, which included a rollover from the 2020 budget. The overall project not-to-exceed estimate is \$694,878.

/sm

Attachments (3):

- Koegel Funding Agreement w/Exhibits (Sample 1 of 7 – w/meter)
- Burt Funding Agreement w/Exhibits (Sample 1 of 3 – w/out meter)
- Vicinity map showing participating parcels

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 W. Main Street
Grass Valley, CA 95945-5424**

APN: 006-421-005

SPACE ABOVE THIS LINE FOR RECORDER'S USE
No Fee for Recording Per G.C 6103/27361.3

FUNDING AGREEMENT for KOEGEL

(District Financed Waterline Extension)
Loma Rica Drive Waterline Extension

THIS AGREEMENT made and entered into this 7th day of April, 2021, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "DISTRICT" and Brent Koegel, Trustee of the BRENT KOEGEL REVOCABLE TRUST u/a dated July 16, 2012, hereinafter referred to as "PARTICIPANT", sets forth the terms and condition under which District shall advance financing for the installation of a treated water pipeline to serve lands of PARTICIPANT and lands of other beneficiaries and by which PARTICIPANT shall pay back amounts advanced by DISTRICT with billings for monthly water charges.

RECITALS

WHEREAS,

1. PARTICIPANT is the owner of Nevada County Assessor Parcel Number 006-421-005, hereinafter referred to as "PARCEL." PARCEL, having a site address of 14230 Lee Lane, is described in vesting deed recorded on March 26, 2015, at Document Number 20150006298, Nevada County Records, and is generally shown as "PIQ" (Parcel in Question) on Exhibit "A", attached hereto and made a part hereof. All other parcels participating in the project are also shown in Exhibit "A".
2. PARCEL does not currently have DISTRICT treated water service available.
3. PARTICIPANT owns one parcel in a group of several other participating parcels, the owners of which also desire treated water service from DISTRICT.
4. DISTRICT has completed a water service study to determine requirements for water service availability to the PARCEL and other parcels participating in the project all as shown in Exhibit "A". The water system improvements required to provide service are known as the Loma Rica Drive Waterline Extension Project, and are shown schematically in Exhibit "A", and are collectively referred to herein as "WLE".

5. DISTRICT'S regulations provide for the extension of waterlines at the request of landowners whose land is otherwise eligible for service upon payment by landowners of the cost of said extension. PARTICIPANT has requested consideration by DISTRICT of extending a waterline to PARCEL, and other parcels that can benefit therefrom, with the costs to be advanced by DISTRICT in consideration for PARTICIPANT'S promise to remit its share thereof through monthly installment payments.
6. DISTRICT'S regulations further provide that before water service can be provided to any parcel(s), an acceptable agreement securing payment of charges for all DISTRICT'S capital facilities must be executed prior to the time of connection. Included within such charges are the District's System Capacity Charge, the Meter Installation Fee, and the Backflow Prevention Charge (if necessary) and the costs of any pipeline needed to extend service from the nearest DISTRICT mainline to the parcel(s) to be served. These charges are generally referred to collectively hereafter as a "Connection Charge."
7. DISTRICT is willing to provide treated water service to the PARCEL by extending DISTRICT facilities.
8. DISTRICT will advance funding for the WLE provided PARTICIPANT, as PARCEL owner, agrees to repay the fair share of the actual total project cost for providing water service to PARCEL, including a surcharge required to restore to DISTRICT its interest income that was lost due to the advance, and provided further that all other parcels participating in the WLE agree to equivalent terms and conditions.
9. PARTICIPANT will repay DISTRICT'S advance of the connection charge through payment of a service extension charge billed in installments by DISTRICT in addition to the regular treated water charge billed to PARTICIPANT for water service to the PARCEL. The service extension charge shall be separately shown on the bill remitted for monthly water service charges.
10. PARTICIPANT agrees the service extension charge is a connection charge the payment of which in full is a pre-requisite to service to the PARCEL.
11. PARTICIPANT agrees that the service extension charge will be treated as a connection charge for billing and collection purposes and that DISTRICT may secure payment thereof by discontinuance of service. PARTICIPANT agrees that the unpaid balance of the PARCEL'S *Total Charge*, as defined below, shall be considered a lien against the PARCEL, and is currently due and owing as set forth herein.

NOW, THEREFORE, the parties mutually agree as follows:

A. DEFINITIONS:

1. PARTICIPANT: Owner(s) of the PARCEL as identified herein which is/are a party to this agreement.
2. Participating Parcels: Those parcels identified in Exhibit "A" by their Assessor Parcel Numbers and by which owner(s) have executed a valid Treated Water Service Extension Agreement, including the PARCEL as identified herein. For the purposes of this agreement, the total number of *Participating Parcels* is set at ten (10).

3. Waterline Extension (WLE): All DISTRICT facilities required to provide treated water service to the participating parcels shown in Exhibit "A", including but not limited to, pipelines and appurtenances, fire hydrants, service assemblies, pressure reducing stations, pump stations, storage tanks, land, and easements.
4. Estimated Project Cost: Total project cost as estimated by DISTRICT for purposes of defining PARCEL'S obligations under this agreement, said estimate being shown in Exhibit "B" attached hereto and made a part hereof.
5. Total Project Cost: All costs associated with the design and installation of the WLE, including but not limited to, pre-design, compliance with the California Environmental Quality Act, design, land and easement acquisition, construction contracts, inspection, construction contract administration, consulting services, administration of consulting service agreements, and all DISTRICT material, labor, and equipment, including overhead.
6. PARCEL'S Share: PARCEL'S *Share* of the *Estimated Project Cost* as calculated in Exhibit "C" attached hereto and made a part hereof. PARCEL'S *Share* shall be adjusted to reflect the actual *Total Project Cost*. The actual *Total Project Cost* shall not exceed the *Estimated Project Cost* for the purposes of calculating PARCEL'S *Share*.
7. PARCEL'S Total Charge: PARCEL'S *connection charge*, composed of capacity charge(s), meter installation charges for the requested 5/8" water meter(s), and PARCEL'S *Share*, less any cash deposits required herein, all as calculated in Exhibit "C". See Exhibit "D" attached hereto and made a part hereof for Schedule 4-A (Capacity and Meter Installation Charges).
8. Payment Recovery Period: The number of months allowed for recovering project costs advanced by District, including a surcharge. For the purposes of this agreement, the *Payment Recovery Period* shall be set at 360 months.
9. Base Monthly Recovery Charge: The monthly charge required to recover PARCEL'S *Total Charge* over the *Payment Recovery Period*, all as calculated in Exhibit "C".
10. Surcharge Multiplier: An integer applied to the *Base Monthly Recovery Charge* for as long as any portion of PARCEL'S *Total Charge* is outstanding that reflects the interest earnings lost by District as a result of funding the WLE. For the purposes of this agreement, the *Surcharge Multiplier* shall be as calculated in Exhibit "C".
11. Service Extension Charge (SEC): The *Base Monthly Recovery Charge* plus the amount derived by the *Surcharge Multiplier*, all as calculated in Exhibit "C". The *Service Extension Charge*, herein after referred to as "SEC", shall be added to the monthly treated water bill for the PARCEL as a line item separate from the consumptive use charges.
12. Subdivision of a Parcel: Any action that creates two or more parcels or separate residential units, including but not limited to condominiums or town homes, which will be described by separate deeds.

B. GENERAL:

1. This agreement shall be recorded in the official records of Nevada County.
2. DISTRICT agrees to design and construct, or cause the design and construction of the WLE shown in Exhibit "A". WLE design and construction includes, but is not limited to, pre-design, compliance with CEQA, design, land and easement acquisition, construction, inspection, consulting agreement administration, and construction contract administration. PARTICIPANT agrees that DISTRICT will not be required to contract for construction but may, in its sole discretion, perform any and all above-described project functions with its own employees, material, and equipment.
3. PARTICIPANT agrees that water service will not be available to the PARCEL until DISTRICT completes construction of the WLE shown in Exhibit "A". DISTRICT agrees to diligently pursue construction and completion of the WLE.
4. District does not guaranty a completion date. PARTICIPANT agrees that DISTRICT has many priorities, including other demands for water service, regular operations and maintenance duties, and emergencies, all of which may take precedence over completion of the WLE project within the timeframe expected by PARTICIPANT. PARTICIPANT agrees to hold DISTRICT harmless for any damages or losses caused in whole or in part by any delay in completion of the WLE.
5. PARTICIPANT agrees that PARCEL'S *Total Charge* constitutes a connection charge for the parcel, and although it will be paid through monthly SEC charges for the term of this agreement, payment is a pre-requisite to water service to the PARCEL. PARTICIPANT agrees that the PARCEL'S *Total Charge*, as specified in this agreement, is due, and payable in accordance with the terms of this agreement, at connection and it shall be a lien against the PARCEL.
6. If actual Total Project Costs exceed the Estimated Project Cost, DISTRICT shall not seek reimbursement for such additional costs from participating parcel(s). PARCEL'S *Share* shall not exceed that calculated in Exhibit "C".

C. PARTICIPANT'S DEPOSIT:

PARTICIPANT has paid to DISTRICT a good-faith deposit of \$4,486 as calculated in Exhibit "C"; receipt of which is hereby acknowledged. PARTICIPANT'S deposit shall be aggregated with all other deposits received from Participating Parcels. PARTICIPANT agrees that District shall not refund any part of PARTICIPANT'S prorated share of the aggregated total deposit required to reimburse DISTRICT for work performed, and materials and equipment supplied; including overhead charges. The unused balance of said deposit shall be refunded if the DISTRICT fails to provide treated water service through its own actions, not caused nor contributed to by any one participant or group of participants, or due to actions not within the control of DISTRICT, or this agreement is terminated by mutual agreement between DISTRICT and PARTICIPANT.

D. APPLICATION FOR WATER SERVICE:

1. PARTICIPANT has signed and returned a Water Service Application Form for the 5/8" meter(s) requested, a copy of which is attached hereto, marked Exhibit "E" and made a part hereof.

2. PARTICIPANT may request and obtain a service size larger than a 5/8" meter. PARTICIPANT agrees to pay any additional capacity and meter installation charges at the then current rate, and PARTICIPANT further agrees to apply for, obtain, sign and return a revised Water Service Application Form, and pay 100% of such additional charges prior to DISTRICT completing construction of the water system improvements. Failure to complete a revised service application and pay such additional charges shall result in the installation of the 5/8" meter(s).
3. Should DISTRICT, either before or after the commencement of service determine, in its sole discretion, that a backflow prevention device is required, PARTICIPANT shall sign a revised Service Application Form and pay the appropriate fees. Should PARTICIPANT fail to complete a revised service application, including the payment of fees, the service assembly shall be locked in the "off" position and will remain locked until a Water Service Application Form has been submitted and appropriate fees paid, and the DISTRICT has installed and tested the backflow prevention device. Meanwhile, the monthly water bill shall continue and shall include among other charges the SEC. The water bill, notwithstanding the fact that water is not being used, must be paid in a timely manner and in full. Failure to do so shall cause the water bill to become delinquent.

E. WATER BILL:

1. PARTICIPANT agrees that the SEC as defined herein shall be added to the bill for treated water associated with PARCEL. The SEC payments will begin after the District accepts the waterline into the distribution system and the project costs have been reconciled. The SEC will be shown on the bill as a line item separate from charges for water actually used, PARTICIPANT agrees that the SEC is a connection charge the payment of which is a pre-requisite for water service to PARCEL. Failure to pay any portion of the total bill will result in the bill becoming delinquent.
2. PARTICIPANT agrees that once the SEC has been calculated and first appears on a water bill, the SEC shall not change for the duration of this agreement.

F. FAILURE TO PAY THE SEC:

1. PARTICIPANT understands and agrees that failure to pay the portion of the SEC, in part or in whole, shall cause the PARCEL to be ineligible for receipt of treated water service. For the purposes of this agreement, a bill is due and payable on issuance of the statement and shall become delinquent 10 days after issuance.
2. PARTICIPANT agrees that once the water bill becomes delinquent as defined above, water service shall be subject to termination. PARTICIPANT agrees that water service shall not be restored until such time as all delinquent amounts, including but not limited to, all past SEC charges, DISTRICT normal and customary water charges, delinquent charges, interest charges, and service charges have been paid in full.
3. PARTICIPANT agrees that nothing herein shall prohibit DISTRICT from utilizing all other methods for collection of delinquent charges, including delinquent SEC charges, permitted under the California Water Code or other applicable law and consistent with the nature of the PARCEL'S *Total Charge* lien created hereby.

4. PARTICIPANT agrees that PARCEL'S *Total Charge* is not a charge for consumptive water used through the meter nor is it a debt that is personal to PARTICIPANT, but is a connection charge, which is due and owing as a condition to water service being made available to the PARCEL. PARTICIPANT agrees that all delinquent SEC charges, including all SEC late fee penalties, shall be included in the unpaid PARCEL'S *Total Charge* lien against the PARCEL, as set forth in paragraph B.5, above. Should any portion of PARCEL'S *Total Charge* not be paid, for any reason, then such unpaid amount shall remain an obligation of the parcel to be paid prior to service being restored, notwithstanding any sale, transfer, or other change of ownership of the PARCEL.
5. PARTICIPANT agrees that the entire amount of PARCEL'S *Total Charge* lien created hereby shall become due and owing by the PARCEL sixty (60) days after any SEC charge payments become delinquent. PARTICIPANT agrees that DISTRICT may take all necessary action to enforce the lien allowed under the California Water Code or other applicable law.
6. The lien on the PARCEL shall not restrict DISTRICT'S authority to terminate service for delinquent accounts, it being understood that District may seek either of such remedies in its discretion.
7. The PARCEL'S *Total Charge* lien pursuant to paragraph B.5, above, shall terminate upon payment in full of PARCEL'S *Total Charge*.

G. PRE-PAYMENT OF PARCEL'S TOTAL CHARGE:

1. DISTRICT agrees to accept without penalty or prepayment charge, prepayment of all or a minimum portion of the then remaining balance of PARCEL'S *Total Charge* as allowed herein. Prepaid amounts will not include the *Surcharge Modifier*.
2. Upon receiving a prepayment conforming to the above criteria, DISTRICT shall determine the remaining months in PARTICIPANT'S *Payment Recovery Period*, effective at the time of receipt of such prepayment, by deducting the number of prior SEC payments received from PARTICIPANT'S *Payment Recovery Period* taking into account any other such adjustments to PARTICIPANT'S *Payment Recovery Period* as allowed herein and elsewhere in this agreement.
3. The remaining balance of PARTICIPANT'S *Payment Recovery Period* shall be reduced by the number of months equal to the pre-payment amount divided by the *Base Monthly Recovery Charge*, rounded down to the nearest whole number. Any remaining portion of the prepayment represented as a fraction of a month will be placed as a credit on the PARCEL water account.
4. DISTRICT agrees that the SEC shall be removed from the water bill for PARCEL at such time as the remaining balance of PARTICIPANT'S *Payment Recovery Period* reaches zero. All other applicable water charges shall remain in full force and effect in accordance with DISTRICT'S rules and regulations.

H. SUBDIVISION OF PARCEL:

1. PARTICIPANT shall notify DISTRICT of subdivision of the PARCEL not less than 10 days prior to recording a parcel map or final map.
2. Upon subdividing the PARCEL, the DISTRICT shall assign, at its sole discretion, the existing water service account (and meter) to one of the newly created lots or units. In general, the account will be assigned to a new parcel having adequate frontage on the WLE and will not necessarily be assigned to a newly created parcel containing the residence that enjoyed prior use of the treated water service. The then unpaid balance of PARCEL'S *Total Charge* shall constitute a lien against the PARCEL to which the existing water service account is assigned.

I. GENERAL REIMBURSEMENT:

1. DISTRICT will collect a *Reimbursement Charge* as defined by the District's Reimbursement Policy, from non-participating parcels at the time water service to such non-participating parcels are connected to the WLE
2. DISTRICT will collect a *Reimbursement Charge* from parcels created by subdividing a participating parcel when such newly created parcel or parcels request new service and are connected to the WLE.

L. TRANSFERS & DUE ON TRANSFER CLAUSE:

This agreement benefits and burdens the PARCEL and shall constitute a covenant running with the PARCEL, and it shall bind the heirs, successors and assigns of PARTICIPANT.

Upon any sale, conveyance, assignment, or other transfer of the PARCEL, except transfer to a spouse, immediate family member, or for the benefit of creating a trust for the current property owners, spouse, or immediate family member, any unpaid portion of the *Total Charge* will be immediately due and payable in full.

M. TERMINATION:

This agreement shall terminate and be of no further force or affect at such time that PARCEL'S *Total Charge* has been paid in full.

N. NOTICES:

The mailing addresses of DISTRICT and PARTICIPANT for the purposes of giving any notice required pursuant to this agreement are as follows:

DISTRICT:

NEVADA IRRIGATION DISTRICT
1036 West Main Street
Grass Valley, CA 95945-5424

PARTICIPANT:

Brent Koegel, Trustee
14230 Lee Lane
Nevada City, CA 95959

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

NEVADA IRRIGATION DISTRICT

PARTICIPANT

By _____
Chris Bierwagen, Board President

By  _____
Brent Koegel, Trustee

By _____
Kris Stepanian, Board Secretary

(Notarize all signatures by Acknowledgement)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

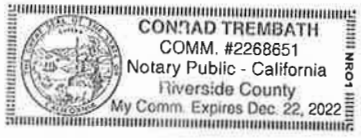
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside

On 4/26/2021 before me, Conrad Trembath, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Brent Koegel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Funding Agreement for Koegel

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

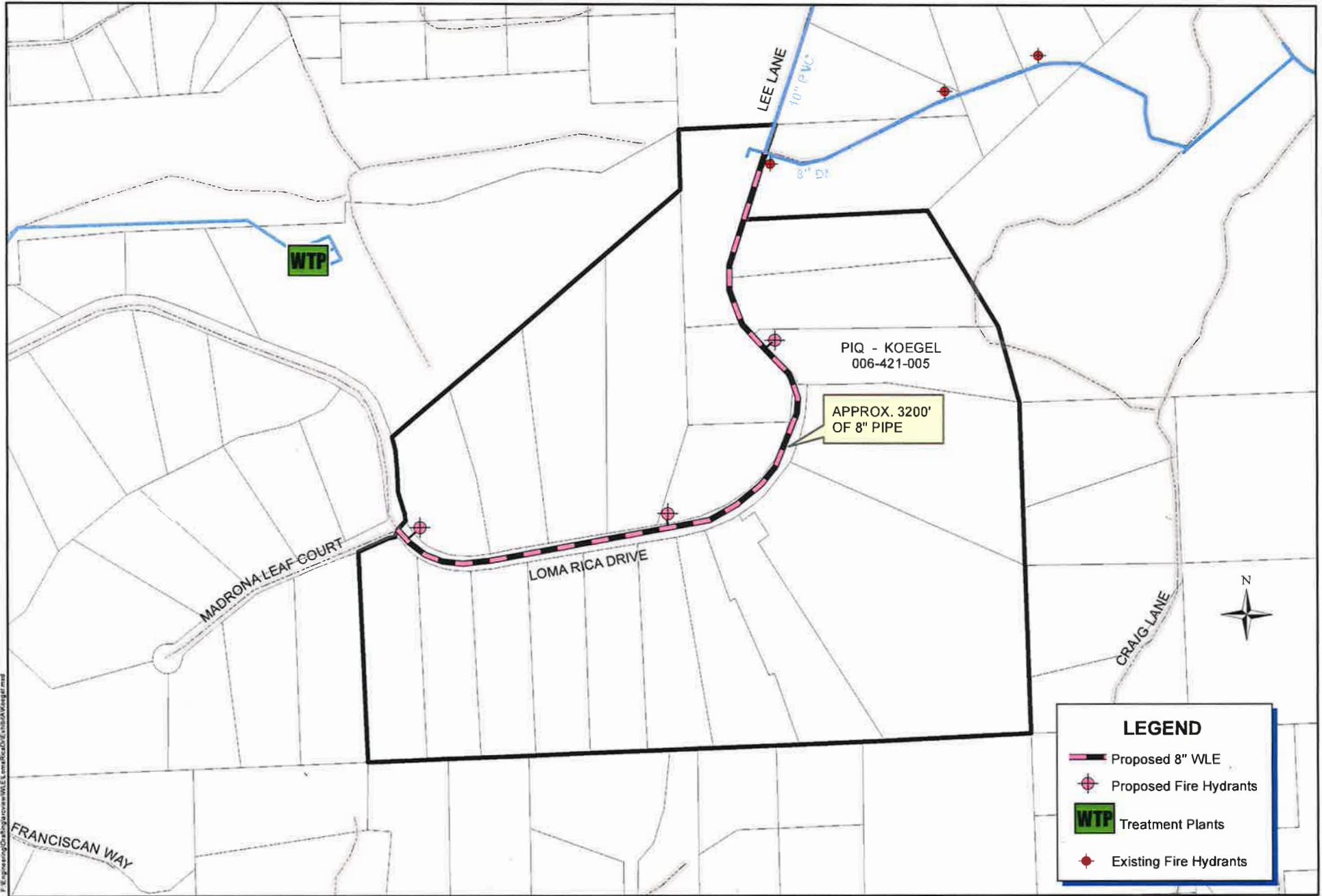
Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____



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NEVADA IRRIGATION DISTRICT

NEVADA COUNTY -- PLACER COUNTY
GRASS VALLEY, CALIFORNIA

LOMA RICA DRIVE DFWLE

Drawn By: D. HUNT

Date: 3/17/2021

Scale: 1"=500'@11x17

EXHIBIT 'A'

Cost Estimate
LOMA RICA DRIVE DFWE - 2021 ALTERNATIVE SHORTENED PROJECT
 District Financed Waterline Extension
 February 1, 2021

ADMINISTRATION

FATR - 2181

Description	Quantity		Unit Cost	Total Cost	District Participation		Project Participant Costs	
					Transmission & Storage Facilities	Community Investment Funds		
Up-Front	Preliminary engineering study (Labor)	1	ls	\$500	\$500	\$0	\$500	\$0
	Engineering administration (Labor)	1	ls	\$1,500	\$1,500	\$0	\$1,500	\$0
	Survey and Engineering (Consultant)	1	ls	\$2,500	\$2,500	\$0	\$2,500	\$0
	Right of way (Labor)	1	ls	\$1,000	\$1,000	\$0	\$1,000	\$0
	Engineering/Administration Subtotal				\$5,500	\$0	\$5,500	\$0
	Burden on Payroll (Labor only)	47	%		\$1,410	\$0	\$1,410	\$0
<i>Subtotal</i>				\$6,910	\$0	\$6,910	\$0	
After Agreement	Contract administration (Labor)	1	ls	\$3,000	\$3,000	\$0	\$0	\$3,000
	Engineering administration (Labor)	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
	Engineering (Consulting fees)	1	ls	\$0	\$0	\$0	\$0	\$0
	Drafting (Labor)	1	ls	\$4,000	\$4,000	\$0	\$0	\$4,000
	Survey (Labor)	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
	Inspection (Labor)	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
	Right of way (Labor)	1	ls	\$5,000	\$5,000	\$0	\$0	\$5,000
	Right of way (Acquisition) ¹	1	ls	\$0	\$0	\$0	\$0	\$0
	Right of way (Consultant)	1	ls	\$0	\$0	\$0	\$0	\$0
	CEQA administration (Labor) ²	1	ls	\$1,000	\$1,000	\$0	\$0	\$1,000
	Fish & Game, CEQA, & Recording Fees	1	ls	\$0	\$0	\$0	\$0	\$0
	Engineering/Administration Subtotal				\$43,000	\$0	\$0	\$43,000
	Burden on Payroll (Labor only)	47	%		\$20,210	\$0	\$0	\$20,210
<i>Subtotal</i>				\$63,210	\$0	\$0	\$63,210	
Administration Subtotal				\$70,120	\$0	\$6,910	\$63,210	

CONSTRUCTION

Description	Quantity		Unit Cost	Total Cost	District Participation		Project Participant Costs
					Transmission & Storage Facilities	Community Investment Funds	
Clearing and grubbing/bonds/mob	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
8-inch pipe	3,200	ft	\$110	\$352,000	\$0	\$0	\$352,000
2-inch blowoff	2	ea	\$2,700	\$5,400	\$0	\$0	\$5,400
Air release assembly	2	ea	\$3,600	\$7,200	\$0	\$0	\$7,200
8-inch valve	3	ea	\$2,500	\$7,500	\$0	\$0	\$7,500
Fire hydrant	3	ea	\$6,600	\$19,800	\$0	\$19,800	\$0
Main ending with blowoff	1	ls	\$2,000	\$2,000	\$0	\$0	\$2,000
Single service assembly	20	ea	\$3,400	\$68,000	\$0	\$0	\$68,000
Double service assembly	0	ea	\$2,000	\$0	\$0	\$0	\$0
Roadway Restoration - Chip Seal ³	73600	sf	\$0.63	\$46,368	\$0	\$0	\$46,368
Patching-Miscellaneous	1	ls	\$15,000	\$15,000	\$0	\$0	\$15,000
Rock Removal	40	cy	\$250	\$10,000	\$0	\$0	\$10,000
<i>Construction Subtotal</i>				\$543,268	\$0	\$19,800	\$523,468
Contingency	15	%		\$81,490	\$0	\$2,970	\$78,520
Construction Subtotal				\$624,758	\$0	\$22,770	\$601,988
TOTAL ESTIMATED PROJECT COST				\$694,878	\$0	\$29,680	\$665,198

TOTAL PARTICIPANT COST PER PARCEL = \$33,260

20 Total Parcels

LINEAR FEET PER PARCEL = 160

¹ Public Utility Easement exists on sides of roads; road access easement assumed to be granted by homeowners.

² Cost is for a Categorical Exemption

³ Assuming pipe is installed within roadway, full width restoration

**Loma Rica Drive - DFWLE
Conceptual Cost Estimate - February 2021**

REQUIRED INFORMATION

Number of <i>Participating Parcels</i> :	20
<i>Payment Recover Period</i> :	360 Months (Per Funding Agreement)
<i>Estimated Participant Const./Admin. Cost</i> ¹ :	\$665,198 (See attached budget)
Capacity Charge 5/8" Meter:	\$10,929 (2020 rates)
Meter Installation Charge 5/8" Meter:	\$667 (2020 rates)
Surcharge Multiplier:	1.17451

CALCULATIONS

PARTICIPANT'S Share:

Estimated Project Cost ÷ Number of Total Parcels (\$665,198/20) =	\$33,260
Plus Meter Capacity Charge & Installation Charge (\$10,929+\$667) =	\$11,596
	\$44,856

PARTICIPANT'S Good-Faith Deposit:

10% of PARTICIPANT'S *Share*² = **\$4,486**

PARTICIPANT'S Total Charge:

PARTICIPANT'S Total *Share* minus PARTICIPANT'S Good-Faith Deposit
(\$44,856-\$4,486) = **\$40,370**

Base Monthly Recovery Charge:

PARTICIPANT'S Total Charge ÷ *Payment Recovery Period* (\$40,370/360)= **\$112.14**

Surcharge Multiplier:

Monthly multiplier for NID financing at 1.11% APR = **1.17451**

PARTICIPANT'S Monthly Service Extension Charge (SEC):

Base Monthly Charge * *Surcharge Modifier* (\$112.14*1.17451) = **\$131.71**
Per Month

¹Does not include Capacity Charge or Installation Charge

²Good faith deposit is 10% of Estimated Project Cost AND Capacity Charge & Meter Installation Charge per participating parcel.

Exhibit C

**TREATED WATER SYSTEM
STANDBY CHARGES AND CONNECTION FEES**

STANDBY CHARGES - \$6.00 per month for each parcel.

CONNECTION FEES: Single family residence

Drop In (Existing Meter Box and Water Service Lateral)

Meter Size	Installation Charge	-----Capacity Charge-----	
		Parcels In District Prior to 03/01/2007	Parcels Annexed to District After 03/01/2007
5/8"	\$ 667.00	\$ 10,929.00	\$ 14,657.00
3/4"	708.00	15,738.00	21,107.00
Domestic Meter & Fire Meter Installation			
5/8" & 1"	\$ 1,420.00	\$ 10,929.00	\$ 14,657.00
3/4" & 1"	1,461.00	15,738.00	21,107.00

Installation Requiring Tap to Main*

Meter Size	Installation Charge	-----Capacity Charge-----	
		Parcels In District Prior to 03/01/2007	Parcels Annexed to District After 03/01/2007
5/8"	\$ 5,309.00	\$ 10,929.00	\$ 14,657.00
3/4"	5,349.00	15,738.00	21,107.00
1"	5,434.00	27,980.00	37,427.00
1 1/2"	5,753.00	62,941.00	84,725.00
2"	5,964.00	111,914.00	150,099.00
Over 2"	DETERMINED BY DISTRICT		
Domestic Meter & Fire Meter Installation			
5/8" & 1"	\$ 5,736.00	\$ 10,929.00	\$ 14,657.00
3/4" & 1"	5,776.00	15,738.00	21,107.00

***Service Line Installation Cost**

\$66.00 per foot of service line installed per standard detail (in addition to meter installation cost)

NOTE:

Add 25% to all charges above for existing accounts serving lands outside the District (amount rounded to the nearest dollar.) The District does not presently offer treated water service to new accounts serving lands outside the District.

KOEGEL, BRENT

CYCLE	[FACILITY]	ACCOUNT NUMBER
M1	10313	43048-0

CUSTOMER COPY

AGREEMENT AND APPLICATION
 FOR INSIDE DISTRICT TREATED WATER SERVICE FROM:
NEVADA IRRIGATION DISTRICT
 1036 W. MAIN STREET
 GRASS VALLEY, CA 95945
 530-273-6185

APPROXIMATE P.S.I. # **TBD**

DATE: **4/6/2021**

EFFECTIVE DATE: **4/6/2021**

- NEW SERVICE
- TRANSFER
- TURN ON
- NAME CHANGE ONLY
- METER RELOCATION
- CHANGE OF SERVICE SIZE

OFF RATE
 SERVICE SIZE **5/8"**
 DCV/RP _____
 RPD SERVICE _____
 FIRE SERVICE _____
 SMARTVILLE SERVICE _____

ROUTE **02**
 BOOK/PAGE **148-**
 METER NUMBER _____

THE APPLICANT REQUESTS DISTRICT TO SUPPLY TREATED WATER AS INDICATED:

TO BE USED ON PROPERTY OWNED BY: **BRENT KOEGEL**
 OWNER'S MAILING ADDRESS: **14230 LEE LANE**
NEVADA CITY CA 95959-8206

BUSINESS NAME (IF APPLICABLE) _____
 SUBDIVISION/LOT/UNIT: _____ PARCEL NUMBER: **N006-420-005-000**
 DELIVERY FROM: **E GEORGE SYSTEM**
 SERVICE ADDRESS: **LEE LANE, 14230**

NON-COMMERCIAL COMMERCIAL *3M* FORMER CONSUMER: **KOEGEL, BRENT**

Service of water to be in accordance with the conditions printed on the reverse of this application and with other rules and regulations of the District. Applicant agrees to pay for such services at the tolls and charges as established by the District from time to time and agrees to the conditions of this application. New service applications are void 90 days after issuance.

SERVICE CONNECTION FEE **11,596.00**
 DCV/RP FEE **0.00**
 STANDBY FACTOR/FEE **0.00**
 ENCROACHMENT FEE **-4,486.00**
 OTHER: **33,260.00**
 TOTAL DUE **40,370.00**

OWNER'S SIGNATURE: X *Brent D Koegel*
 APPLICANT SIGNATURE: X _____
(COMMERCIAL ONLY)
 NAME (IF OTHER THAN ABOVE) _____
 MAILING ADDRESS _____
 NID BY: TP

FORM 4-C

LOMA RICA DFWLE PARTICIPANT, FEES FINANCED PER FUNDING AGREEMENT

CYCLE	[FACILITY]	ACCOUNT NUMBER	DATE
M1	10313	43048-0	4/6/2021

- NEW SERVICE
- TRANSFER
- OFF RATE
- CHANGE OF SERVICE SIZE
- TURN ON
- METER RELOCATION
- NAME CHANGE ONLY

SVC SIZE **5/8"** DCV/RP _____ PSI **TBD**

PROPERTY OWNER **BRENT KOEGEL**
 ADDRESS **14230 LEE LANE**
NEVADA CITY CA 95959-8206

DELIVERY FROM **E GEORGE SYSTEM**
 PARCEL NUMBER: **N006-420-005-000**

SUBDIVISION/LOT/UNIT _____
 SERVICE ADDRESS **LEE LANE, 14230**
 ROUTE **02** BOOK/PAGE **148-**
 EFFECTIVE DATE **4/6/2021**

FORMER CONSUMER: **KOEGEL, BRENT**

SERVICE CONNECTION FEE **11,596.00**
 DCV/RP FEE **0.00**
 STANDBY FACTOR/FEE **0.00**
 SECURITY DEPOSIT FEE **-4,486.00**
 OTHER: **33,260.00**
 TOTAL DUE **40,370.00**

NON-COMMERCIAL COMMERCIAL *BK*
 NID BY: TP

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 W. Main Street
Grass Valley, CA 95945-5424**

APN: 006-880-001

SPACE ABOVE THIS LINE FOR RECORDER'S USE
No Fee for Recording Per G.C 6103/27361.3

FUNDING AGREEMENT for BURT

(District Financed Waterline Extension)
Loma Rica Drive Waterline Extension

THIS AGREEMENT made and entered into this 7th day of April, 2021, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "DISTRICT" and ANDREW BURT AND JENNIFER BURT, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, hereinafter referred to as "PARTICIPANT," sets forth the terms and conditions under which District shall advance financing for the installation of a treated water pipeline to the immediate vicinity of lands of PARTICIPANT and lands of other beneficiaries and by which PARTICIPANT shall pay amounts advanced by DISTRICT.

RECITALS

WHEREAS,

1. PARTICIPANT is the owner of Nevad County Assessor Parcel Number 006-880-001, hereinafter referred to as "PARCEL." PARCEL, having a site address of 13921 Loma Rica Drive, is described in vesting deed recorded on April 25, 2012, at Document Number 20120010651, Nevada County Records, and is generally shown as "PIQ" (Parcel in Question) on Exhibit "A", attached hereto and made a part hereof. All other parcels participating in the project are also shown in Exhibit "A".
2. PARCEL does not currently have DISTRICT treated water service available.
3. PARTICIPANT owns one parcel in a group of several other participating parcels, the owners of which also desire treated water service from DISTRICT.
4. DISTRICT has completed a water service study to determine requirements for water service availability to the PARCEL and other parcels participating in the project all as shown in Exhibit "A". The water system improvements required to provide service are known as the Loma Rica Drive Waterline Extension Project, and are shown schematically in Exhibit "A", and are collectively referred to herein as "WLE".

5. DISTRICT'S regulations provide for the extension of waterlines at the request of landowners whose land is otherwise eligible for service upon payment by landowners of the cost of said extension. PARTICIPANT has requested consideration by DISTRICT of extending a waterline to PARCEL, and other parcels that can benefit therefrom, with the costs to be advanced by DISTRICT in consideration for PARTICIPANT'S promise to remit its share thereof through monthly installment payments.
6. DISTRICT'S regulations further provide that before water service can be provided to any parcel(s), an acceptable agreement must be executed. Additionally, payment of the District's System Capacity Charge, Meter Installation Fee, and Backflow Prevention Charge (if necessary), must be collected prior to the time of connection. These charges are generally referred to collectively hereafter as a "Connection Charge."
7. The monthly payments of the Service Extension Charge contemplated by this Agreement does not include the costs of the Connection Charge because PARTICIPANT has not requested immediate treated water service. The Connection Charge shall be due and payable prior to interconnecting the PARCEL to the District's treated water system, and shall be recovered pursuant to terms of a separate agreement to be executed at the time service is requested.
8. DISTRICT will advance funding for the WLE provided PARTICIPANT, as PARCEL owner, agrees to repay the fair share of the actual total project cost for providing water service to the immediate vicinity of the PARCEL, including a surcharge required to restore to DISTRICT its interest income that was lost due to the advance, and provided further that all other parcels participating in the WLE agree to equivalent terms and conditions.
9. PARTICIPANT will repay DISTRICT'S advance of the project facility charges set forth in Exhibit "C" attached hereto through payment of a service extension charge billed in installments by DISTRICT in addition to the standby charge billed to PARTICIPANT for the PARCEL. Should the PARCEL request and receive treated water service prior to repayment of all amounts due under this Agreement, the service extension charge shall be separately shown on the bill remitted for monthly water service charges.
10. PARTICIPANT agrees payment in full of all Connection Charge shall be a pre-requisite to service to the PARCEL. No further District financing shall be available to PARTICIPANT to fund the Connection Charge. PARTICIPANT agrees that DISTRICT may secure payment of the service extension charge by refusing to interconnect or provide service to the PARCEL unless and until any unpaid amounts of the service extension charge are paid in full. PARTICIPANT agrees that the unpaid balance of the PARCEL'S *Total Charge*, as defined below, shall be considered a lien against the PARCEL, and is currently due and owing as set forth herein.

NOW, THEREFORE, the parties mutually agree as follows:

A. DEFINITIONS:

1. PARTICIPANT: Owner(s) of the PARCEL as identified herein which is/are a party to this agreement.
2. Participating Parcels: Those parcels identified in Exhibit "A" by their Assessor Parcel Numbers and by which owner(s) have executed a valid Treated Water Service

Extension Agreement, including the PARCEL as identified herein. For the purposes of this agreement, the total number of *Participating Parcels* is set at ten (10).

3. Waterline Extension (WLE): All DISTRICT facilities required to provide treated water service to the immediate vicinity of the participating parcels shown in Exhibit "A", including but not limited to, pipelines and appurtenances, fire hydrants, service assemblies, pressure reducing stations, pump stations, storage tanks, land, and easements. The WLE for the PARCEL includes the service lateral from the NID mainline to the water box located at the PARCEL; however, the WLE does not include the meter necessary to interconnect the PARCEL to the DISTRICT'S system, or the private plumbing necessary to interconnect any residence on the PARCEL to the water box/ meter. Additional facilities, to be paid for through the Connection Charge must be paid for and installed prior to the PARCEL receiving service.
4. Estimated Project Cost: Total project cost as estimated by DISTRICT for purposes of defining PARCEL'S obligations under this agreement, said estimate being shown in Exhibit "B" attached hereto and made a part hereof.
5. Total Project Cost: All costs associated with the design and installation of the WLE, including but not limited to, pre-design, compliance with the California Environmental Quality Act, design, land and easement acquisition, construction contracts, inspection, construction contract administration, consulting services, administration of consulting service agreements, and all DISTRICT material, labor, and equipment, including overhead. The Total Project Cost assessed to the PARCEL excludes the cost of interconnecting the PARCEL to DISTRICT'S treated water system. Without limiting the generality of the foregoing, the service extension charge does not include the costs of the customer meter, double check valve (if deemed necessary), or private plumbing from the District's meter to the residence located on the PARCEL.
6. PARCEL'S Share: PARCEL'S *Share* of the *Estimated Project Cost* as calculated in Exhibit "C" attached hereto and made a part hereof. PARCEL'S *Share* shall be adjusted to reflect the actual *Total Project Cost*. The actual *Total Project Cost* shall not exceed the *Estimated Project Cost* for the purposes of calculating PARCEL'S *Share*.
7. PARCEL'S Total Charge: PARCEL'S Total Charge shall be calculated in accordance with Exhibit "C" attached hereto.
8. Payment Recovery Period: The number of months allowed for recovering project costs advanced by District, including a surcharge. For the purposes of this agreement, the *Payment Recovery Period* shall be set at 360 months.
9. Base Monthly Recovery Charge: The monthly charge required to recover PARCEL'S *Total Charge* over the Payment Recovery Period, all as calculated in Exhibit "C".
10. Surcharge Multiplier: An integer applied to the *Base Monthly Recovery Charge* for as long as any portion of PARCEL'S *Total Charge* is outstanding that reflects the interest earnings lost by District as a result of funding the WLE. For the purposes of this agreement, the *Surcharge Multiplier* shall be as calculated in Exhibit "C".

11. Service Extension Charge (SEC): The Base Monthly Recovery Charge plus the amount derived by the Surcharge Multiplier, all as calculated in Exhibit "C". The *Service Extension Charge*, herein after referred to as "SEC", shall be billed to the PARCEL monthly, notwithstanding that the PARCEL is not interconnected to the WLE and will not receive treated water service until PARTICIPANT elects to do so and pays all necessary charges. The SEC shall be in addition to any standby charge assessed to the PARCEL.
12. Subdivision of a Parcel: Any action that creates two or more parcels or separate residential units, including but not limited to condominiums or town homes, which will be described by separate deeds.

B. GENERAL:

1. This agreement shall be recorded in the official records of Nevada County.
2. DISTRICT agrees to design and construct, or cause the design and construction of the WLE shown in Exhibit "A". WLE design and construction includes, but is not limited to, pre-design, compliance with CEQA, design, land and easement acquisition, construction, inspection, consulting agreement administration, and construction contract administration. PARTICIPANT agrees that DISTRICT will not be required to contract for construction but may, in its sole discretion, perform any and all above-described project functions with its own employees, material, and equipment.
3. PARTICIPANT agrees that water service will not be available to the PARCEL until DISTRICT completes construction of the WLE shown in Exhibit "A". PARTICIPANT further agrees that water service will not be furnished to the PARCEL unless and until PARTICIPANT requests service and pays the Connection Charge. DISTRICT agrees to diligently pursue construction and completion of the WLE.
4. District does not guaranty a completion date. PARTICIPANT agrees that DISTRICT has many priorities, including other demands for water service, regular operations and maintenance duties, and emergencies, all of which may take precedence over completion of the WLE project within the timeframe expected by PARTICIPANT. PARTICIPANT agrees to hold DISTRICT harmless for any damages or losses caused in whole or in part by any delay in completion of the WLE.
5. PARTICIPANT agrees that PARCEL'S *Total Charge* will be paid through monthly SEC charges for the term of this agreement and that payment of all such charges due and payable is a pre-requisite to water service to the PARCEL. PARTICIPANT agrees that the PARCEL'S *Total Charge*, as specified in this agreement, is due, and payable in accordance with the terms of this agreement, at connection and it shall be a lien against the PARCEL.
6. If actual Total Project Costs exceed the Estimated Project Cost, DISTRICT shall not seek reimbursement for such additional costs from participating parcel(s). PARCEL'S *Share* shall not exceed that calculated in Exhibit "C".

C. PARTICIPANT'S DEPOSIT:

PARTICIPANT has paid to DISTRICT a good-faith deposit of \$3,326 as calculated in Exhibit "C"; receipt of which is hereby acknowledged. PARTICIPANT'S deposit shall be aggregated with all other deposits received from Participating Parcels. PARTICIPANT agrees that District shall not refund any part of PARTICIPANT'S prorated share of the aggregated total deposit required to reimburse DISTRICT for work performed, and materials and equipment supplied; including overhead charges. The unused balance of said deposit shall be refunded if the DISTRICT fails to provide treated water service through its own actions, not caused nor contributed to by any one participant or group of participants, or due to actions not within the control of DISTRICT, or this agreement is terminated by mutual agreement between DISTRICT and PARTICIPANT.

D. APPLICATION FOR WATER SERVICE NOT CONTEMPLATED BY THIS AGREEMENT:

1. PARTICIPANT has elected to defer interconnection to the WLE and receipt of treated water service until a later date. PARTICIPANT has not executed or returned a Water Service Application Form, which (among other requirements) is a prerequisite to receiving DISTRICT service.
2. PARTICIPANT agrees to pay DISTRICT'S Connection Charge as a condition of receiving treated water service.

E. WATER BILL:

1. PARTICIPANT agrees that the SEC as defined herein shall be billed to the PARCEL notwithstanding that the PARCEL is not to be immediately interconnected to the District's system. The SEC payments will begin after the District accepts the waterline into the distribution system and the project costs have been reconciled. The SEC will be shown on the bill as a line item separate from the Standby Charge assessed to the PARCEL. PARTICIPANT agrees that payment of all SEC amounts due and payable (in addition to any other amounts due and payable) is a pre-requisite for water service to PARCEL. Failure to pay any portion of the total bill will result in the bill becoming delinquent.
2. PARTICIPANT agrees that once the SEC has been calculated and first appears on a bill to PARTICIPANT, the SEC shall not change for the duration of this agreement.
3. Payment of the Connection Charges shall be an obligation separate and additional to the SEC payments contemplated by this Agreement.

F. FAILURE TO PAY THE SEC:

1. PARTICIPANT understands and agrees that failure to pay the portion of the SEC, in part or in whole, shall cause the PARCEL to be ineligible for receipt of treated water service. For the purposes of this agreement, a bill is due and payable on issuance of the statement and shall become delinquent 10 days after issuance.
2. PARTICIPANT agrees that once the SEC becomes delinquent as defined above, water service shall be subject to termination or refusal. PARTICIPANT agrees that water service shall not be provided or restored until such time as all delinquent amounts, including but not limited to, all past SEC charges, DISTRICT normal and

customary water charges, delinquent charges, interest charges, and service charges have been paid in full.

3. PARTICIPANT agrees that nothing herein shall prohibit DISTRICT from utilizing all other methods for collection of delinquent charges, including delinquent SEC charges, permitted under the California Water Code or other applicable law and consistent with the nature of the PARCEL'S *Total Charge* lien created hereby.
4. PARTICIPANT agrees that PARCEL'S *Total Charge* is not a charge for consumptive water used through the meter nor is it a debt that is personal to PARTICIPANT, but is a charge which is due and owing as a condition to treated water service being made available to the immediate vicinity of the PARCEL. PARTICIPANT agrees that all delinquent SEC charges, including all SEC late fee penalties, shall be included in the unpaid PARCEL'S *Total Charge* lien against the PARCEL, as set forth in paragraph B.5, above. Should any portion of PARCEL'S *Total Charge* not be paid, for any reason, then such unpaid amount shall remain an obligation of the parcel to be paid prior to service being provided or restored, notwithstanding any sale, transfer, or other change of ownership of the PARCEL.
5. PARTICIPANT agrees that the entire amount of PARCEL'S *Total Charge* lien created hereby shall become due and owing by the PARCEL sixty (60) days after any SEC charge payments become delinquent. PARTICIPANT agrees that DISTRICT may take all necessary action to enforce the lien allowed under the California Water Code or other applicable law.
6. The lien on the PARCEL shall not restrict DISTRICT'S authority to terminate service or refuse to provide service for delinquent accounts, it being understood that District may seek either of such remedies in its discretion.
7. The PARCEL'S *Total Charge* lien pursuant to paragraph B.5, above, shall terminate upon payment in full of PARCEL'S *Total Charge*.

G. PRE-PAYMENT OF PARCEL'S TOTAL CHARGE:

1. DISTRICT agrees to accept without penalty or prepayment charge, prepayment of all or a minimum portion of the then remaining balance of PARCEL'S *Total Charge* as allowed herein. Prepaid amounts will not include the *Surcharge Modifier*.
2. Upon receiving a prepayment conforming to the above criteria, DISTRICT shall determine the remaining months in PARTICIPANT'S *Payment Recovery Period*, effective at the time of receipt of such prepayment, by deducting the number of prior SEC payments received from PARTICIPANT'S *Payment Recovery Period* taking into account any other such adjustments to PARTICIPANT'S *Payment Recovery Period* as allowed herein and elsewhere in this agreement.
3. The remaining balance of PARTICIPANT'S *Payment Recovery Period* shall be reduced by the number of months equal to the pre-payment amount divided by the *Base Monthly Recovery Charge*, rounded down to the nearest whole number. Any remaining portion of the prepayment represented as a fraction of a month will be placed as a credit on the PARCEL water account.

4. DISTRICT agrees that the SEC shall be removed from the water bill for PARCEL at such time as the remaining balance of PARTICIPANT'S *Payment Recovery Period* reaches zero. All other applicable water charges shall remain in full force and effect in accordance with DISTRICT'S rules and regulations.

H. SUBDIVISION OF PARCEL:

1. PARTICIPANT shall notify DISTRICT of subdivision of the PARCEL not less than 10 days prior to recording a parcel map or final map.
2. Upon subdividing the PARCEL, the DISTRICT shall assign, at its sole discretion, the existing water service account (and meter) to one of the newly created lots or units. In general, the account will be assigned to a new parcel having adequate frontage on the WLE and will not necessarily be assigned to a newly created parcel containing the residence that enjoyed prior use of the treated water service. The then unpaid balance of PARCEL'S *Total Charge* shall constitute a lien against the PARCEL to which the existing water service account is assigned.

I. GENERAL REIMBURSEMENT:

1. DISTRICT will collect a *Reimbursement Charge* as defined by the District's Reimbursement Policy, from non-participating parcels at the time water service to such non-participating parcels are connected to the WLE.
2. DISTRICT will collect a *Reimbursement Charge* from parcels created by subdividing a participating parcel when such newly created parcel or parcels request new service and are connected to the WLE.

L. TRANSFERS & DUE ON TRANSFER CLAUSE:

This agreement benefits and burdens the PARCEL and shall constitute a covenant running with the PARCEL, and it shall bind the heirs, successors and assigns of PARTICIPANT.

Upon any sale, conveyance, assignment, or other transfer of the PARCEL, except transfer to a spouse, immediate family member, or for the benefit of creating a trust for the current property owners, spouse, or immediate family member, any unpaid portion of the *Total Charge* will be immediately due and payable in full.

M. TERMINATION:

This agreement shall terminate and be of no further force or affect at such time that PARCEL'S *Total Charge* has been paid in full.

N. NOTICES:

The mailing addresses of DISTRICT and PARTICIPANT for the purposes of giving any notice required pursuant to this agreement are as follows:

DISTRICT:

NEVADA IRRIGATION DISTRICT
1036 West Main Street
Grass Valley, CA 95945-5424

PARTICIPANT:

Andrew & Jennifer Burt
13921 Loma Rica Drive
Grass Valley, CA 95945

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

NEVADA IRRIGATION DISTRICT

PARTICIPANT

By _____
Chris Bierwagen, Board President

By  _____
Andrew Burt

By _____
Kris Stepanian, Board Secretary

By  _____
Jennifer Burt

(Notarize all signatures by Acknowledgement)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Nevada }

On 04/23/2021 before me, Shannon Wood, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Andrew Burt and Jennifer Burt
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Shannon Wood
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

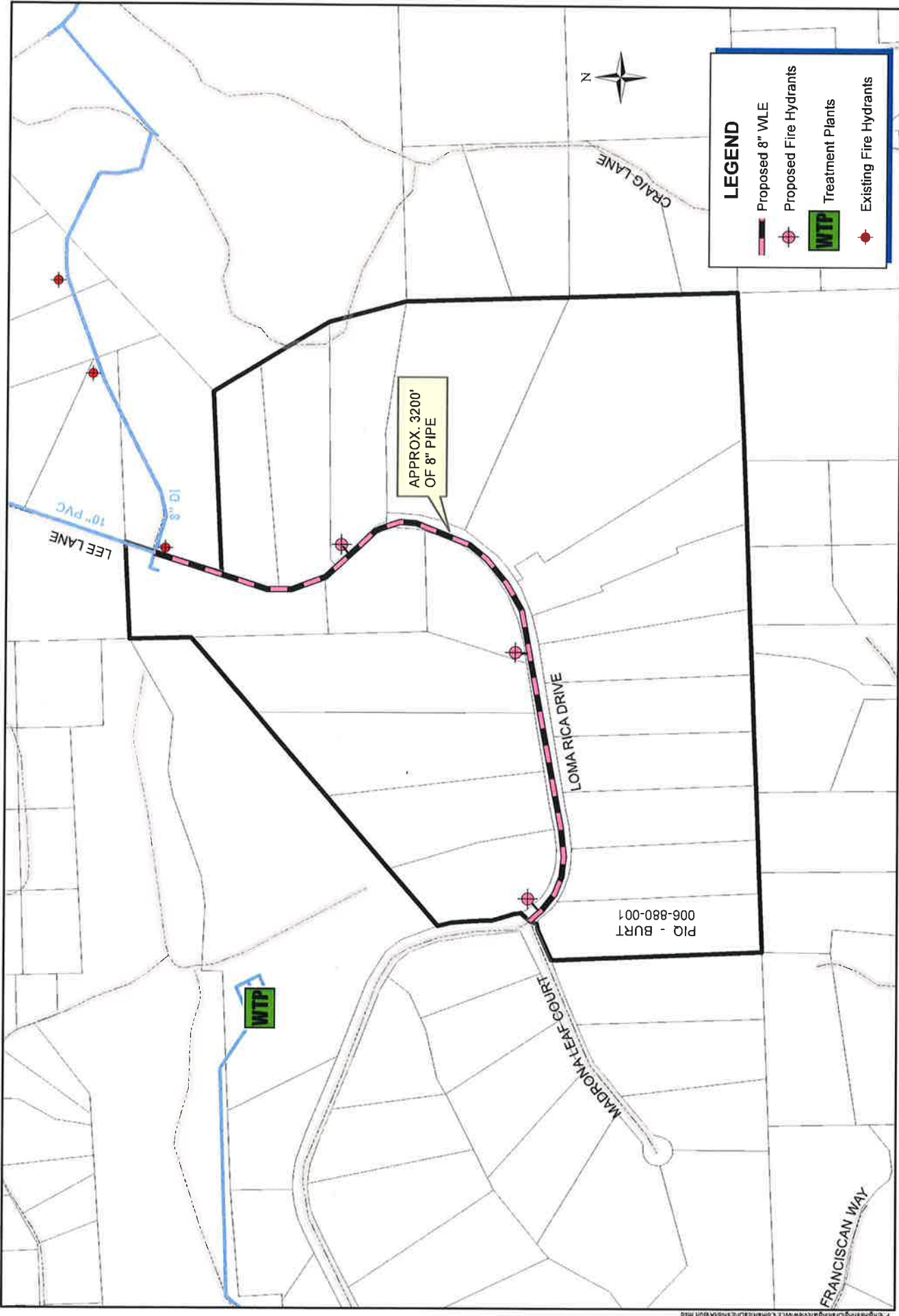
Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



LEGEND

- Proposed 8" WLE
- Proposed Fire Hydrants
- Treatment Plants
- Existing Fire Hydrants

NEVADA IRRIGATION DISTRICT

NEVADA COUNTY – PLACER COUNTY
GRASS VALLEY, CALIFORNIA

LOMA RICA DRIVE DFWLE

Drawn By: D. HUNT

Date: 3/17/2021

Scale: 1"=500'@11x17

EXHIBIT 'A'



PIA - BURT
006-880-001

F:\Engineering\khang\csw\WLE\loma_rica\DWG\loma_rica.dwg

Cost Estimate
LOMA RICA DRIVE DFWLE - 2021 ALTERNATIVE SHORTENED PROJECT
 District Financed Waterline Extension
 February 1, 2021

ADMINISTRATION

FATR - 2181

Description	Quantity		Unit Cost	Total Cost	District Participation		Project Participant Costs	
					Transmission & Storage Facilities	Community Investment Funds		
Up-Front	Preliminary engineering study (Labor)	1	ls	\$500	\$500	\$0	\$500	\$0
	Engineering administration (Labor)	1	ls	\$1,500	\$1,500	\$0	\$1,500	\$0
	Survey and Engineering (Consultant)	1	ls	\$2,500	\$2,500	\$0	\$2,500	\$0
	Right of way (Labor)	1	ls	\$1,000	\$1,000	\$0	\$1,000	\$0
	Engineering/Administration Subtotal				\$5,500	\$0	\$5,500	\$0
	Burden on Payroll (Labor only)	47	%		\$1,410	\$0	\$1,410	\$0
Subtotal				\$6,910	\$0	\$6,910	\$0	
After Agreement	Contract administration (Labor)	1	ls	\$3,000	\$3,000	\$0	\$0	\$3,000
	Engineering administration (Labor)	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
	Engineering (Consulting fees)	1	ls	\$0	\$0	\$0	\$0	\$0
	Drafting (Labor)	1	ls	\$4,000	\$4,000	\$0	\$0	\$4,000
	Survey (Labor)	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
	Inspection (Labor)	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
	Right of way (Labor)	1	ls	\$5,000	\$5,000	\$0	\$0	\$5,000
	Right of way (Acquisition) ¹	1	ls	\$0	\$0	\$0	\$0	\$0
	Right of way (Consultant)	1	ls	\$0	\$0	\$0	\$0	\$0
	CEQA administration (Labor) ²	1	ls	\$1,000	\$1,000	\$0	\$0	\$1,000
	Fish & Game, CEQA, & Recording Fees	1	ls	\$0	\$0	\$0	\$0	\$0
Engineering/Administration Subtotal				\$43,000	\$0	\$0	\$43,000	
Burden on Payroll (Labor only)	47	%		\$20,210	\$0	\$0	\$20,210	
Subtotal				\$63,210	\$0	\$0	\$63,210	
Administration Subtotal				\$70,120	\$0	\$6,910	\$63,210	

CONSTRUCTION

Description	Quantity		Unit Cost	Total Cost	District Participation		Project Participant Costs
					Transmission & Storage Facilities	Community Investment Funds	
Clearing and grubbing/bonds/mob	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
8-inch pipe	3,200	ft	\$110	\$352,000	\$0	\$0	\$352,000
2-inch blowoff	2	ea	\$2,700	\$5,400	\$0	\$0	\$5,400
Air release assembly	2	ea	\$3,600	\$7,200	\$0	\$0	\$7,200
8-inch valve	3	ea	\$2,500	\$7,500	\$0	\$0	\$7,500
Fire hydrant	3	ea	\$6,600	\$19,800	\$0	\$19,800	\$0
Main ending with blowoff	1	ls	\$2,000	\$2,000	\$0	\$0	\$2,000
Single service assembly	20	ea	\$3,400	\$68,000	\$0	\$0	\$68,000
Double service assembly	0	ea	\$2,000	\$0	\$0	\$0	\$0
Roadway Restoration - Chip Seal ³	73600	sf	\$0.63	\$46,368	\$0	\$0	\$46,368
Patching-Miscellaneous	1	ls	\$15,000	\$15,000	\$0	\$0	\$15,000
Rock Removal	40	cy	\$250	\$10,000	\$0	\$0	\$10,000
Construction Subtotal				\$543,268	\$0	\$19,800	\$523,468
Contingency	15	%		\$81,490	\$0	\$2,970	\$78,520
Construction Subtotal				\$624,758	\$0	\$22,770	\$601,988

TOTAL ESTIMATED PROJECT COST \$694,878 \$0 \$29,680 \$665,198

TOTAL PARTICIPANT COST PER PARCEL = \$33,260

20 Total Parcels

LINEAR FEET PER PARCEL = 160

¹ Public Utility Easement exists on sides of roads; road access easement assumed to be granted by homeowners.

² Cost is for a Categorical Exemption

³ Assuming pipe is installed within roadway, full width restoration

**Loma Rica Drive - DFWLE
Conceptual Cost Estimate - February 2021**

REQUIRED INFORMATION

Number of <i>Participating Parcels</i> :	20
<i>Payment Recover Period</i> :	360 Months (Per Funding Agreement)
<i>Estimated Participant Const./Admin. Cost</i> ¹ :	\$665,198 (See attached budget)
Capacity Charge 5/8" Meter:	current rate when meter is requested
Meter Installation Charge 5/8" Meter:	current rate when meter is requested
Surcharge Multiplier:	1.17451

CALCULATIONS

PARTICIPANT'S Share:	
Estimated Project Cost ÷ Number of Total Parcels (\$665,198/20) =	\$33,260
Customer has not requested interconnection to the District's system at time of completion of WLE. Therefore, Connection Fees (No Meter being requested) =	\$0
	\$33,260
PARTICIPANT'S Good-Faith Deposit:	
10% of PARTICIPANT'S Share =	\$3,326
PARTICIPANT'S Total Charge:	
PARTICIPANT'S Total Share minus PARTICIPANT'S Good-Faith Deposit (\$33,260-\$3,326) =	\$29,934
Base Monthly Recovery Charge:	
PARTICIPANT'S Total Charge ÷ Payment Recovery Period (\$29,934/360) =	\$83.15
Surcharge Multiplier:	Monthly multiplier for NID financing at 1.11% APR = 1.17451
PARTICIPANT'S Monthly Service Extension Charge (SEC):	
Base Monthly Charge * Surcharge Modifier (\$83.15*1.17451) =	\$97.66
	Per Month
<small>¹Does not include Capacity Charge or Installation Charge. Capacity Charge and Installation Charge will be due in full prior to service being provided to the PARCEL.</small>	

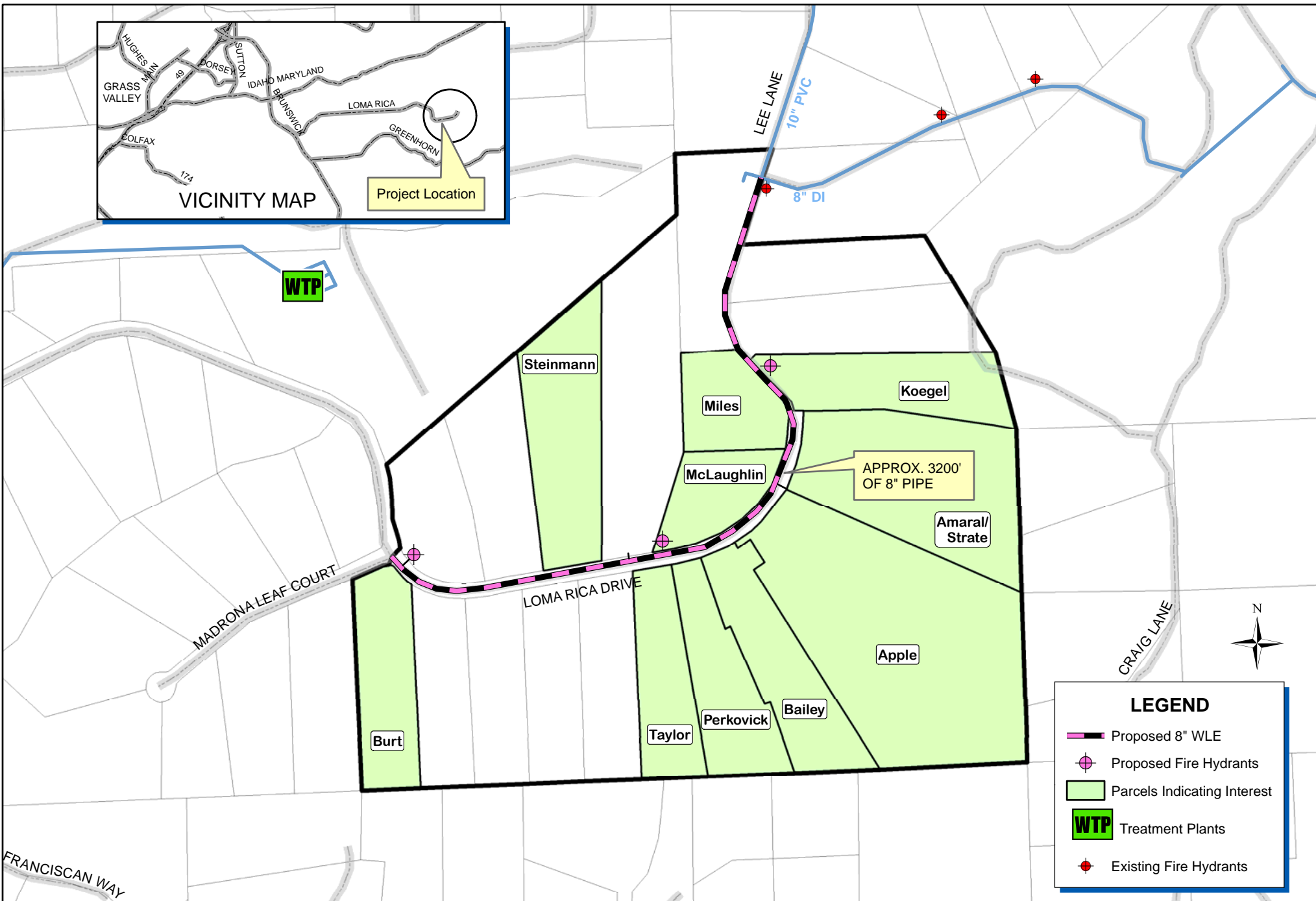
Acknowledgement of Project Participation with No Meter

PARTICIPANT understands and acknowledges the following:

1. PARTICIPANT has voluntarily requested not to install a meter with the WLE project.
2. An empty meter box will be installed and located for future service to my PARCEL.
3. Meter connection fees (capacity charges and installation) are not being financed with this agreement.
4. Current connection fees per Rate Schedule 4-A, will be required when meter installation is requested.
5. After WLE project completion, standby charges will be applicable per NID Regulation Section 4.02.01.

PARTICIPANT: 
Andrew Burt

PARTICIPANT: 
Jennifer Burt



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LEGEND

- Proposed 8" WLE
- + Proposed Fire Hydrants
- Parcels Indicating Interest
- WTP Treatment Plants
- ♦ Existing Fire Hydrants

