



AGENDA

1960 Elgin Street
Oroville, CA 95966
530-533-2000
www.loapud.com

Board of Directors
Special Meeting
February 8, 2022 – 2:00 PM

Materials related to an item on the open meeting agenda that are provided to the Board of Directors, including those provided to the Board after distribution of the agenda packet, are available on the District website.

During this difficult time, we invite you to join today's scheduled meeting via Zoom by using your phone or computer to attend this meeting. Please call our District office at **(530)533-2000** for assistance in participating in the teleconference.

Dial in: 1-669-900-9128
Meeting ID: 847 4386 1056
Passcode: 383683

To ensure that our meetings are as orderly as possible, and to enable public participation at the proper times during the meeting, we are asking that everyone take a moment to ensure your line stays muted until public comment is invited. When it comes time for public comment, we will leave enough time for participants to unmute and speak to the entire group and our Board. Because attendees cannot see each other's mute status, we will simply need to be patient as we wait in between comments, and do our best not to speak over each other. Please state your name for the record before sharing comments. We are committed to keeping the public engaged throughout this crisis and appreciate your help in making that happen.

1. **CALL TO ORDER**

- 1.1 Roll Call
- 1.2 Flag Salute
- 1.3 Moment of Silence

2. **CONSENT AGENDA**

All items listed under the Consent Agenda are considered routine and will be enacted by one motion unless an item is removed. Consent Agenda items will be read by title only. There will be no separate discussion of these items unless members of the Board or person in the audience request a specific item to be removed from the Consent Agenda to the Regular Agenda for separate discussion, prior to the time the Board votes on the motion to adopt the Consent Agenda. If any item(s) is removed from the Consent Agenda, the item(s) will be considered immediately following action on the Consent Agenda.

- 2.1 Regular Board Meeting Minutes of January 11, 2022
- 2.2 Financial Reports for Month Ending January 31, 2022
- 2.3 Claims Report for Month Ending January 31, 2022

3. **ITEMS REMOVED FROM THE CONSENT AGENDA (IF ANY)**

REGULAR BUSINESS

4. **REQUEST APPROVAL OF JOHN CHRISTOPHERSON'S SURVEYING ESTIMATE FOR THE SOUTH OROVILLE GRAVITY LINE FOR THE LEAP AND REAP GRANT.**

GM Goyer and Engineering Knibb will present John Christopherson's surveying estimate for the South Oroville Gravity Line for the LEAP and REAP Grants.

Discussion with Possible Action

5. **UPDATE ON THE STATE OF CALIFORNIA RECREATION AREA AND BIDWELL MARINA PROCEDURES**

GM Goyer will update the Board on the status of the procedures for the State of California Recreation Area and Bidwell Marina.

No Action Requested

6. **EMPLOYEE APPRECIATION DINNER**

GM Goyer will update the Board on the status of the Employee Appreciation Dinner.

No Action Requested

7. **ADOPTION OF "RESOLUTION NO. 02-2022 AUTHORIZING REMOTE MEETINGS CONSISTENT WITH AB 361"**

The Board will review and consider accepting "Resolution No. 02-2022 Authorizing Remote Meetings Consistent With AB361"

Discussion with Possible Action

REPORTS AND CONSULTATIONS

8. **SC-OR COMMISSIONERS' REPORT**

9. **BCSDA REPRESENTATIVES AND LAFCo REPORT**

10. **BOARD MEMBERS', MANAGER, AND STAFF COMMENTS**

- FIELD OPERATIONS REPORT

11. **FUTURE AGENDA ITEMS**

12. **ADJOURNMENT**



Manager's Report

To: Board of Directors

From: David Goyer, General Manager

Date: February 8, 2022

RE: Item No. 1 – CALL TO ORDER

1.1 Roll call

1.2 Flag Salute

1.3 Moment of Silence



Manager's Report

To: Board of Directors
From: David Goyer, General Manager
Date: February 8, 2022

RE: Item No. 2 – Consent Agenda

Item No. 2.1 **Board Meeting Minutes** - Minutes from the January 11, 2022 Regular Board meeting are included for the Board's review and approval.

Attachment Included

Item No. 2.2 **Financial Reports** – Cash Report and Income Statement through January 31, 2022 is attached for review and approval.

Attachment Included

Item No. 2.3 **Payment of Claims** - The January 31, 2022 Claims report is attached for review and Board approval.

Attachment Included

Recommended Action:

A motion to approve the minutes from the Regular Board meeting of January 11, 2022 and approve the Financial Reports and Payment of Claims from January 2022 as presented.

Roll Call Vote.

**UNAPDOPTED
LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 11, 2022**

CALL TO ORDER

President Mastelotto called the meeting to order at 2:00 P.M. Directors present were Marciniak, Salvucci and Sharman. Field Operations Supervisor (FOS) Victorino, Foreman Broderon, Board Clerk (BC) Hamblin and Engineer Knibb represented the District in person. General Manager (GM) Goyer represented the District via Zoom.

SALUTE TO THE FLAG

Director Sharman led the meeting with the salute to the flag.

PROMOTION OF ROBERT BRODERSON

The Board congratulated Robert Broderon on his promotion from Utility Worker II to Foreman.

No action taken.

CONSENT AGENDA

The Board reviewed the minutes of the Special Board Meeting of December 16, 2021, the Financial Reports and the Claims List for month ending December 31, 2021. After discussion, it was moved by Director Marciniak and seconded by Director Salvucci that the items on the consent agenda be approved as presented. The motion passed with the following roll call vote:

Ayes: Directors Marciniak, Mastelotto, Salvucci and Sharman.

BUDGET ADMENDMENT REQUEST AND PAYMENT

The Board reviewed the quotation for the Nixon Egli 2021 900-ECO 6 Yard Combination Truck. FOS Victorino updated the board on the benefits of the equipment, the payment options and estimated time of delivery. After discussion, it was moved by Director Marciniak to amend the 2021-22 capital expenditure budget line item of \$260,000.00 for a new Jet Rodder to a capital expenditure budget line item of not to exceed \$420,000.00 to complete the purchase of a new Nixon Egli 2021 900-ECO 6 Yard Combination Truck in lieu of the Jet Rodder and to authorize payment of Nixon Egli 2021 900-ECO 6 Yard Combination Truck. The motion passed with the following roll call vote:

Ayes: Directors Marciniak, Mastelotto, Salvucci and Sharman.

ADOPTION OF RESOLUTION 01-2022 – “AUTHORIZING REMOTE MEETINGS CONSISTANT WITH AB 361” (SUBSEQUENT)

The Board recognizes the changes in AB 361 and wishes to continue with the option to hold remote meetings as per Resolution 01-2022 – “Authorizing Remote Meetings Consistent with AB 361” (Subsequent). After discussion, it was moved by Director Mastelotto and seconded by Director Sharman to Adopt Resolution 01-2022 – “Authorizing Remote Meetings Consistent with AB 361” (Subsequent).

The motion passed with the following roll call vote:

Ayes: Directors Marciniak, Mastelotto, Salvucci and Sharman.

UPDATE ON THE GRANT APPLICATION FOR THE PALERMO WASTEWATER CONSOLIDATION PLANNING GRANT

Engineer Knibb updated the Board on the status of the grant application for the Palermo Wastewater Consolidation Planning Grant Application.

No action taken.

UPDATE ON THE LEAP/REAP GRANTS FOR LAS PLUMAS – OPHIR / VIA CANELA

Engineer Knibb updated the Board on the status of the LEAP/REAP grants.

No action taken.

UPDATE ON THE CALIFORNIA STATE PARKS AND BIDWELL MARINA PROCEDURES

FOS Victorino updated the Board on the current issues and subsequent resolution with California State Parks and Bidwell Marina.

No action taken.

PRESENTATION OF THE QUARTERLY LOAPUD INVESTMENT SCHEDULE, QUARTERLY INCOME STATEMENT AND BALANCE SHEET

The Board reviewed the quarterly investment schedule, income statement and balance sheet.

No action taken.

SC-OR COMMISSIONERS’ REPORT

Director Mastelotto gave the SC-OR Commissioner’s Report.

BCSDA REPRESENTATIVES AND LAFCo REPORT

No report given.

FIELD OPERATIONS REPORT

FOS Victorino presented the Field Operations Report.

PROGRESS REPORT ON THE BILLING DOCUMENT SYSTEMS UPGRADE

BC Hamblin updated the Board on the progress of the upgrade to Billing Documents Systems for our statement and payment processing.

ADJOURNMENT

There being no further business to come before the Board the meeting was adjourned at 3:00 P.M.

Respectfully submitted,

Kelly Hamblin,
Clerk of the Board

LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT
Cash Report
For the Accounting Period: 1/22

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
53 Sewer						
10001 Five Star Bank - General Acct.	281,888.92	888,442.74	0.00	62,531.98	665,481.11	442,318.57
10021 Five Star USDA	16,563.49	51,000.00	0.00	0.00	0.00	67,563.49
10031 Five Star Money Market	1,282,458.46	0.00	0.00	0.00	0.00	1,282,458.46
10400 LAIF 10401 Series A Bond Debt	2,703,645.25	1,618.10	0.00	0.00	0.00	2,705,263.35
10401 LAIF ACCOUNT SERIES A BOND DEPT	107,048.00	0.00	0.00	0.00	0.00	107,048.00
10500 Petty Cash	500.00	0.00	0.00	0.00	0.00	500.00
Total Fund	4,392,104.12	941,060.84		62,531.98	665,481.11	4,605,151.87
55 RIVER RANCH OROVILLE LLC						
10001 Five Star Bank - General Acct.	-10,736.27	0.00	0.00	0.00	0.00	-10,736.27
57 LEAP GRANT						
10001 Five Star Bank - General Acct.	-907.50	0.00	0.00	0.00	907.50	-1,815.00
58 REAP GRANT						
10001 Five Star Bank - General Acct.	-907.50	0.00	0.00	0.00	907.50	-1,815.00
62 PALERMO WASTEWATER CONSOLIDATION						
10001 Five Star Bank - General Acct.	-14,865.00	0.00	0.00	0.00	495.00	-15,360.00
71 Payroll Clearing						
10001 Five Star Bank - General Acct.	1,165.16	0.00	50,205.65	45,546.24	0.00	5,824.57
73 Claims Clearing						
10001 Five Star Bank - General Acct.	41,905.40	0.00	625,915.91	12,371.42	0.00	655,449.89
Totals	4,407,758.41	941,060.84	676,121.56	120,449.64	667,791.11	5,236,700.06

*** Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

Combined Funds

		----- Current Year -----				
Account Object	Description	Current Month	Current YTD	Budget	Variance	%
Revenue						
41100	Sewer Service Charge	-127.86	796,524.88	1,592,439.00	-795,914.12	50
41150	Pumping Charge	-3.09	63,722.51	127,322.00	-63,599.49	50
41200	Kelly Ridge Pumping Chg (Taxes)	25,378.65	25,378.65	45,000.00	-19,621.35	56
41300	Connection Fee		512.00		512.00	50
Total Revenue		25,247.70	886,138.04	1,764,761.00	-878,622.96	50
Expenses						
51000	Administration					
60100	Salaries & Wages	18,233.40	154,405.43	249,062.00	94,656.57	62
60200	Sick Time Buy Back			3,000.00	3,000.00	
62100	Health Insurance	5,441.35	38,331.93	72,279.00	33,947.07	53
62150	HSA PAYABLE		4,166.60	10,000.00	5,833.40	42
62200	Dental Insurance	292.44	2,166.69	3,802.00	1,635.31	57
62250	Life Insurance	33.78	249.60	462.00	212.40	54
62300	Vision Insurance	469.60	1,193.56	3,003.00	1,809.44	40
62400	Deferred Comp 457	356.98	3,003.52	4,981.00	1,977.48	60
62450	CALPERS Contribution	14,407.52	100,358.77	84,575.00	-15,783.77	119
62500	Workers Comp Ins.	289.45	1,341.62	4,572.00	3,230.38	29
62550	Payroll Taxes/Ins.	1,622.88	11,707.61	20,864.00	9,156.39	56
65100	Office Utilities		-124.39		124.39	
66100	Office Supplies & Expenses		100.00		-100.00	
Total Account		41,147.40	316,900.94	456,600.00	139,699.06	69
51100	Director					
60100	Salaries & Wages	2,000.00	14,000.00	24,000.00	10,000.00	58
62300	Vision Insurance		232.00	5,000.00	4,768.00	5
62550	Payroll Taxes/Ins.	185.00	1,295.00	1,836.00	541.00	71
Total Account		2,185.00	15,527.00	30,836.00	15,309.00	50
55100	LEAP GRANT					
64100	Engineering Services		1,815.00	45,300.00	43,485.00	4
64152	SURVEYING SERVICES			81,000.00	81,000.00	
67450	Environmental			160,000.00	160,000.00	
Total Account			1,815.00	286,300.00	284,485.00	1
55200	REAP GRANT					
64100	Engineering Services		1,815.00	34,340.00	32,525.00	5
64152	SURVEYING SERVICES			60,950.00	60,950.00	
67450	Environmental			120,960.00	120,960.00	
Total Account			1,815.00	216,250.00	214,435.00	1
57000	General Operating					
64100	Engineering Services		44,739.65	60,000.00	15,260.35	75

Combined Funds

		----- Current Year -----				
Account Object	Description	Current Month	Current YTD	Budget	Variance	%
64150	Legal Services		-2,368.48	36,000.00	38,368.48	-7
64152	SURVEYING SERVICES		2,160.00		-2,160.00	
64200	Accounting/Audit Services		19,400.00	20,400.00	1,000.00	95
64250	Insurance	3,705.58	25,939.06	44,600.00	18,660.94	58
64300	Software Maintenance & Tech Support	633.75	11,655.87	44,400.00	32,744.13	26
65100	Office Utilities	848.96	6,943.80	19,465.00	12,521.20	36
65150	Shop/Yard Utilities	574.10	3,821.21	10,380.00	6,558.79	37
66100	Office Supplies & Expenses	300.00	10,082.73	18,000.00	7,917.27	56
66150	Office Equipment	592.95	4,182.73	33,000.00	28,817.27	13
66200	Building & Yard Repairs / Maintenance	38.47	1,663.76	13,000.00	11,336.24	13
66250	Small Tools & Consumables	-64.89	3,580.37	22,700.00	19,119.63	16
66350	Outside services	759.46	5,284.81	5,000.00	-284.81	106
67100	Education & Training		175.00	12,000.00	11,825.00	1
67150	Membership/Subscriptions		7,709.00	9,900.00	2,191.00	78
67200	Permits & Licenses		9,571.08	14,150.00	4,578.92	68
67250	Travel, Meals & Entertainment		637.79	3,000.00	2,362.21	21
67300	Elections			5,000.00	5,000.00	
67350	Bank Fees	4,376.26	11,030.54	10,800.00	-230.54	102
67400	Safety Training		2,096.25	12,000.00	9,903.75	17
67450	Environmental			3,050.00	3,050.00	
67550	LAFCo Operating Fees		1,488.32	2,400.00	911.68	62
69150	Gasoline		20.17		-20.17	
69155	Propane		177.01		-177.01	
69300	Auto Repairs & Maintenance		14.60		-14.60	
	Total Account	11,764.64	170,005.27	399,245.00	229,239.73	43
58000	Field					
60100	Salaries & Wages	14,924.91	136,004.12	353,683.00	217,678.88	38
60200	Sick Time Buy Back			3,000.00	3,000.00	
61150	Standby Wages	382.55	3,475.69	6,525.00	3,049.31	53
61200	Regular Overtime Wages			17,887.00	17,887.00	
61250	Call-Out Overtime Wages			7,680.00	7,680.00	
62100	Health Insurance	1,504.32	12,579.74	76,101.00	63,521.26	17
62150	HSA PAYABLE		1,458.31	2,500.00	1,041.69	58
62200	Dental Insurance	108.32	901.41	8,332.00	7,430.59	11
62250	Life Insurance	26.19	211.43	901.00	689.57	23
62300	Vision Insurance		1,262.22	6,006.00	4,743.78	21
62400	Deferred Comp 457	302.30	2,764.58	7,573.00	4,808.42	37
62450	CALPERS Contribution	1,360.58	11,307.19	125,669.00	114,361.81	9
62500	Workers Comp Ins.	2,341.89	11,816.03	37,210.00	25,393.97	32
62550	Payroll Taxes/Ins.	1,394.55	11,055.04	35,507.00	24,451.96	31
63500	Boots and Uniforms		1,380.73	4,600.00	3,219.27	30
63502	Boots& Uniforms-Broderson			550.00	550.00	
63506	Boots & Uniforms - VICTORINO		492.99	550.00	57.01	90
63507	Boots & Uniforms - PETERSON		290.11		-290.11	
65175	PUMP STATION UTILITIES	5,353.90	30,732.20	69,340.00	38,607.80	44
66250	Small Tools & Consumables		480.76		-480.76	
66300	Safety Supplies	368.05	2,687.17	6,000.00	3,312.83	45
66350	Outside services		1,849.80	7,000.00	5,150.20	26
67150	Membership/Subscriptions		3,500.00		-3,500.00	

Combined Funds

		----- Current Year -----				
Account Object	Description	Current Month	Current YTD	Budget	Variance	%
67200	Permits & Licenses		84.91		-84.91	
68100	Routine Operations & Maintenance - Sewer System		5,876.59	9,000.00	3,123.41	65
68125	REPAIRS AND MAINTENANCE ON PUMP STATIONS	150.15	5,373.05	69,415.00	64,041.95	8
68150	I & I Operations & Maintenance		385.87	43,200.00	42,814.13	1
69100	Diesel Fuel		5,298.55	22,680.00	17,381.45	23
69150	Gasoline		2,353.07	15,120.00	12,766.93	16
69200	Oils & Grease			1,800.00	1,800.00	
69250	Heavy Equipment Repairs & Maintenance		2,636.88	13,000.00	10,363.12	20
69300	Auto Repairs & Maintenance	416.54	3,193.85	12,900.00	9,706.15	25
	Total Account	28,634.25	259,452.29	963,729.00	704,276.71	27
59000	RIVER RANCH OROVILLE LLC					
64100	Engineering Services		497.90		-497.90	
	Total Account		497.90		-497.90	
	Total Expenses	83,731.29	766,013.40	2,352,960.00	1,586,946.60	33
	Net Income from Operations	-58,483.59	120,124.64			
Other Revenue						
47100	Capacity Charge		12,229.12		12,229.12	
47150	Sewer Service Late Fees	-75.59	36,352.42		36,352.42	
47195	FUEL SALES		425.73		425.73	
47200	Interest	1,618.10	14,223.38	6,377.00	7,846.38	223
47250	RD Surcharge	-29.40	181,084.40	362,148.00	-181,063.60	50
47350	Current Sec Taxes	190,791.47	190,791.47	280,000.00	-89,208.53	68
47400	Current Unsec Tax		15,696.07	12,000.00	3,696.07	131
47450	Prior Unsec Tax		298.00		298.00	
47475	SUPPLEMENTAL APPORTIONMENT		817.96		817.96	
47500	Other Taxes	-516.50	730.72	3,600.00	-2,869.28	20
48000	GRANT REVENUE			502,550.00	-502,550.00	
49000	Other Income	15.00	4,235.00		4,235.00	
	Total Other Revenue	191,803.08	456,884.27	1,166,675.00	-709,790.73	39

Combined Funds

Account Object	Description	----- Current Year -----				
		Current Month	Current YTD	Budget	Variance	%
Other Expenses						
81000	Capital Outlay					
81110	Equipment Purchase	260,000.00	310,202.54	345,055.00	34,852.46	90
81112	Master Plan Update		375.00		-375.00	
81120	Capitalized Expenditure - Other	1,242.50	34,676.02		-34,676.02	
81200	District Projects-CIP			457,780.00	457,780.00	
	Total Account	261,242.50	345,253.56	802,835.00	457,581.44	43
85000	Debt Service					
85200	Loan Principal		62,000.00	62,000.00		100
85250	Loan Interest Expense		101,532.50	101,533.00	0.50	100
	Total Account		163,532.50	163,533.00	0.50	100
87000	Other Expense					
74400	Depreciation			564,000.00	564,000.00	
	Total Account			564,000.00	564,000.00	
	Total Other Expenses	261,242.50	508,786.06	1,530,368.00	1,021,581.94	33
	Net Income	-127,923.01	68,222.85			

Claims

Check #	Check Type	Vendor/Employee/Payee Number/Name	Check Amount	Period	Date Issued	Notes
-99864	E	30 CA PUBLIC EMPLOYERS' RETIREMENT S	12262.67	1/22	01/14/22	CL 1783 12262.67
-99863	E	30 CA PUBLIC EMPLOYERS' RETIREMENT S	108.75	1/22	01/14/22	CL 1784 108.75
-99862	E	59 HSA BANK	2291.63	1/22	01/31/22	CL 1820 2291.63
22702	SC	158 NIXON-EGLI EQUIPMENT CO	260000.00	1/22	01/11/22	CL 1798 260000.00
22703	SC	11 ANSWERLINE COMMUNICATIONS	319.25	1/22	01/21/22	CL 1800 319.25
22704	SC	14 BETTER DEAL EXCHANGE	38.47	1/22	01/21/22	CL 1804 38.47
22705	SC	16 BLACK MOUNTAIN SOFTWARE	1491.25	1/22	01/21/22	CL 1801 1491.25
22706	SC	50 DURHAM-PENTZ TRUCK CENTER	133.38	1/22	01/21/22	CL 1799 133.38
22707	SC	80 MJB WELDING	35.50	1/22	01/21/22	CL 1802 35.50
22708	SC	88 OROVILLE CABLE & EQUIPMENT	10.03	1/22	01/21/22	CL 1797 10.03
22709	SC	93 PACIFIC GAS & ELECTRIC	5279.90	1/22	01/21/22	CL 1803 5279.90
22710	SC	97 PAYGOV.US	376.45	1/22	01/21/22	CL 1808 376.45
22711	SC	106 RECOLOGY BUTTE COLUSA COUNTIES	92.72	1/22	01/21/22	CL 1788 92.72
22712	SC	108 NAPA AUTO PARTS	129.51	1/22	01/21/22	CL 1787 129.51
22713	SC	109 SAUERS ENGINEERING INC	2475.00	1/22	01/21/22	CL 1789 495.00
						CL 1790 907.50
						CL 1791 907.50
						CL 1792 165.00
22714	SC	115 SOUTH FEATHER WATER	72.66	1/22	01/21/22	CL 1805 24.42
						CL 1806 16.26
						CL 1807 31.98
22715	SC	133 UMPQUA BANK	2153.17	1/22	01/21/22	CL 1793 505.72
						CL 1794 29.26
						CL 1795 725.62
						CL 1796 892.57
22716	SC	141 VISTA NET, INC.	185.00	1/22	01/21/22	CL 1786 185.00
22717	SC	999998 ROBERT MARCINIAK	469.60	1/22	01/21/22	CL 1809 469.60
22718	SC	7 ALHAMBRA	104.28	1/22	01/28/22	CL 1815 104.28
22719	SC	12 AT & T/SBC	586.75	1/22	01/28/22	CL 1811 586.75
22720	SC	17 BLUE SHIELD OF CA	6603.35	1/22	01/28/22	CL 1813 6603.35
22721	SC	32 CA WATER SERVICE	41.33	1/22	01/28/22	CL 1818 18.75
						CL 1819 22.58
22722	SC	110 SC-OR	330082.20	1/22	01/28/22	CL 1812 330082.20
22723	SC	115 SOUTH FEATHER WATER	24.42	1/22	01/28/22	CL 1814 24.42
22724	SC	132 U S POSTAL SERVICE METER	300.00	1/22	01/28/22	CL 1817 300.00
22725	SC	145 XEROX CORPORATION	248.64	1/22	01/28/22	CL 1810 248.64

Claims Total # of Checks: 27

Total: 625915.91

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH
P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)

Payroll

Check #	Check Type	Vendor/Employee/Payee Number/Name	Check Amount	Period	Date Issued	Notes
-89703	P	2 ROBERT L BRODERSON	1641.81	1/22	01/14/22	
-89702	P	21 DAVID GOYER	2204.41	1/22	01/14/22	
-89701	P	4 KELLY J HAMBLIN	1613.16	1/22	01/14/22	
-89700	P	15 SHAWN PETERSON	1886.78	1/22	01/14/22	
-89699	P	11 ANNELYN A RACKLEY	524.79	1/22	01/14/22	
-89698	P	20 AARON RUEDI	175.44	1/22	01/14/22	
-89697	P	19 VINCENT M VICTORINO	1796.75	1/22	01/14/22	
-89696	P	CALPERS 457 CAL 457	903.51	1/22	01/14/22	
-89695	P	PERS CLASS CAL PERS CLASSIC	1890.42	1/22	01/14/22	
-89694	P	PEPRA CAL PERS PEPRA	930.36	1/22	01/14/22	
-89693	P	CA TRAIN (ETT) EDD	954.91	1/22	01/14/22	
-89692	P	FIT EFTPS	3820.02	1/22	01/14/22	
-89691	P	HEALTH INS LAKE OROVILLE AREA PUD	4304.44	1/22	01/14/22	
-89690	P	AD&D LOPUD	251.36	1/22	01/14/22	
-89689	P	2 ROBERT L BRODERSON	1692.69	1/22	01/28/22	
-89688	P	21 DAVID GOYER	2254.86	1/22	01/28/22	
-89687	P	4 KELLY J HAMBLIN	1615.39	1/22	01/28/22	
-89686	P	16 ROBERT MARCINIAK	365.00	1/22	01/28/22	
-89685	P	9 ANGELA D MASTELOTTO	365.00	1/22	01/28/22	
-89684	P	15 SHAWN PETERSON	1585.51	1/22	01/28/22	
-89683	P	11 ANNELYN A RACKLEY	525.38	1/22	01/28/22	
-89682	P	19 VINCENT M VICTORINO	1799.39	1/22	01/28/22	
-89681	P	CALPERS 457 CAL 457	879.11	1/22	01/28/22	
-89680	P	PERS CLASS CAL PERS CLASSIC	1890.42	1/22	01/28/22	
-89679	P	PEPRA CAL PERS PEPRA	900.52	1/22	01/28/22	
-89678	P	CA TRAIN (ETT) EDD	971.42	1/22	01/28/22	
-89677	P	FIT EFTPS	4028.74	1/22	01/28/22	
-89676	P	HEALTH INS LAKE OROVILLE AREA PUD	2988.38	1/22	01/28/22	
-89675	P	AD&D LOPUD	209.37	1/22	01/28/22	
-89674	P	HSA CONTRIBUTIO LOPUD	576.90	1/22	01/28/22	
88088	P	5 DARIN K KAHALEKULU	1746.90	1/22	01/14/22	
88089	P	6 DEE G FAIRBANKS	365.00	1/22	01/28/22	
88090	P	5 DARIN K KAHALEKULU	1749.51	1/22	01/28/22	
88091	P	17 RICHARD SALVUCCI	365.00	1/22	01/28/22	
88092	P	13 WILLIAM P SHARMAN	365.00	1/22	01/28/22	
88093	P	AFLAC 125 AFLAC	68.00	1/22	01/28/22	

Payroll Total # of Checks: 36 Total: 50205.65

Grand Total # of Checks: 63 Total: 676121.56

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH
P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)



Manager's Report

To: Board of Directors

From: David Goyer, General Manager

Date: February 8, 2022

RE: Item No. 3 – Items Removed From Consent Agenda



Manager's Report

To: Board of Directors
From: David Goyer, General Manager
Date: February 8, 2022

RE: Item No. 4 – Review and Approval of John Christopherson's Surveying Estimate for the South Oroville Gravity Line for the LEAP and REAP Grants.

In September 2020 the District executed an agreement with John Christopherson to provide surveying services to the District. On December 21, 2021 John provided the District with a detailed estimate of time and costs with a supplemental map to prepare the survey for the South Oroville Gravity Line for the LEAP and REAP Grants. The estimate is in accordance with the existing agreement.

Attachments Included

Recommended Action:

Approve John Christopherson's estimate to provide surveying services for the South Oroville Gravity Line for the LEAP and REAP Grants.

Roll Call Vote.

JOHN D. CHRISTOFFERSON, INC.

1804 6th Street, Oroville, CA 95965
Survey Consulting
(530) 518-3054

TRANSMITTAL

TO:	LAKE OROVILLE PUBLIC UTILITY DISTRICT	DATE:	9/2/2020	JOB NO	20-006
	1960 ELGIN STREET				
	OROVILLE, CA 95966	PROJECT:	AS ASSIGNED		
		FOR:	APN:		
ATTN:	SCOTT MC CUTCHEON	APN:	SEE ABOVE		

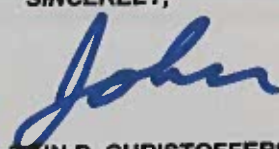
ENCLOSED FIND THE FOLLOWING:

COPIES	DATED	DESCRIPTION
1	3/31/2020	CONTRACT FOR CONSULTING SERVICES

FOR:	<input type="checkbox"/>	CHECKING	<input checked="" type="checkbox"/>	YOUR INFORMATION	<input checked="" type="checkbox"/>	YOUR FILES
	<input type="checkbox"/>	RECORDING	<input checked="" type="checkbox"/>	YOUR APPROVAL	<input type="checkbox"/>	REVISION
	<input checked="" type="checkbox"/>	SIGNATURE	<input type="checkbox"/>	PER YOUR REQUEST	<input checked="" type="checkbox"/>	FOLLOW UP

REMARKS: SCOTT: THE GOVERNMENT CODE REQUIRES A PROFESSIONAL SURVEYOR TO HAVE A CONTRACT WITH HIS CLIENTS. WHILE THERE ARE A FEW EXCEPTIONS TO THAT RULE, I FIND IT BEST TO HAVE THINGS IN WRITING. INCLUDED HEREWITH IS A CONTRACT FOR SERVICES AS MAY BE ASSIGNED BY THE DISTRICT. PLEASE SIGN THE GRAY COPY AND RETURN IT TO MY OFFICE. THE YELLOW COPY IS FOR YOUR FILES.

PLEASE CALL ME AT 518-3054 IF YOU HAVE ANY QUESTIONS.

COPY TO:	<input checked="" type="checkbox"/> ENCLOSURES	SINCERELY,
		
		BY: JOHN D. CHRISTOFFERSON, P.L.S.

JOHN D. CHRISTOFFERSON, P.L.S.

JOHN D. CHRISTOFFERSON, INC.

1804 6th Street, Oroville, CA 95965
 Survey Consulting
 (530) 518-3054

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

THIS AGREEMENT, entered into at OROVILLE, CALIFORNIA on the 2ND day of SEPT. 2020,
 by and between LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT
1960 ELGIN STREET
OROVILLE, CA 95966 533-2000

hereinafter called "CLIENT," and JOHN D. CHRISTOFFERSON, INC. hereinafter called "CONSULTANT," is as follows:
 The client intends to HAVE JOHN D. CHRISTOFFERSON INC. PROVIDE CERTAIN PROFESSIONAL SURVEY SERVICES
AS HEREIN DEFINED:

hereinafter called the "PROJECT." The present record owner is:
 Name: SAME AS CLIENT
 Address: _____

The client and consultant for mutual consideration hereinafter set forth, agree as follows:

A. Consultant agrees to perform the following services.

- 1) PROVIDE PROFESSIONAL SURVEY CONSULTING SERVICES AS DIRECTED BY THE DISTRICT AS MAY BE NEEDED FROM TIME TO TIME.
- 2) CONSULTANT HAS THE RIGHT TO REFUSE ANY ASSIGNMENT REQUESTED BY THE DISTRICT IF IT IS BEYOND THE CONSULTANT'S ABILITY TO DELIVER ANY WORK PRODUCT ON A TIMELY BASIS OR IF IT IS BEYOND CONSULTANT'S PROFESSIONAL EXPERTISE.
- 3) NOTHING FOLLOWS.


B. Client agrees to compensate consultant for such services as follows:


- 1) ITEM NUMBER 1 ABOVE.....TO BE BILLED BY THE HOUR IN ACCORDANCE WITH "STANDARD CHARGE OUT RATES".... ATTACHED HERETO AS EXHIBIT "A".....
- 2) CHARGES FOR CONSULTING WORK PERFORMED FOR THE DISTRICT AND AT THE REQUEST OF JOHN D. CHRISTOFFERSON, INC., WILL BE BILLED DIRECTLY TO THE DISTRICT AND WITH NO MARK-UP IN PRICE.
- 3) NOTHING FOLLOWS.

[Note] - Under provisions of this agreement, a late payment FINANCE CHARGE will be computed at the periodic rate of 1.5% per month which is an ANNUAL PERCENTAGE RATE of 18%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
 [Note] - Under provisions of this agreement, client agrees to limit the liability of consultant in accordance with §28 of the Standard Provisions set forth upon the reverse side.

C. The standard provisions set forth upon the reverse side are incorporated herein and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated and on the reverse side hereof, the day and year first above written.

* CONSULTANT:
 By 
 (Signature)
 Name JOHN D. CHRISTOFFERSON, P.L.S.
 (Print)
 Title OWNER / CONSULTANT

CLIENT:
 By 
 (Signature)
 Name SCOTT MC CUTCHEON
 (Print)
 Title DISTRICT MANAGER

STANDARD PROVISIONS OF AGREEMENT

The Client and Consultant agree that the following provisions shall be a part of their agreement:

1. The Client binds himself, his partners, successors, executors, administrators, and assigns to the Consultant to this agreement in respect to all of the terms and conditions of this agreement.
2. Neither the Client nor Consultant shall assign his interest in this agreement without the written consent of the other.
3. No conditions or representations, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this agreement and accepted in writing by the other.
4. One or more waivers of any term, condition or covenant by the Consultant shall not be construed by the Client as a waiver of a subsequent breach of the same or any other term, condition or covenant.
5. In the event any provision of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
6. The Consultant is not responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of Client to furnish timely information or to approve or disapprove Consultant's work promptly; or delay or faulty performance by Client, other contractors, or governmental agencies; or any other delays beyond Consultants reasonable control.
7. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto zoning matters, annexations or consolidations, use or conditional use permits, and building permits; and Consultant shall only act as an adviser in all governmental relations.
8. In the event of litigation on this agreement, the interpretation thereof, and all disputes or controversies arising hereunder shall be governed by the laws of the state of California.
9. In the event that Client institutes a suit against Consultant because of any failure or alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered for Consultant, Client agrees to pay Consultant any and all costs of defense, including attorneys' fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of Consultant.
10. In the event that litigation be instituted under the terms and conditions of this agreement, the same is to be brought and tried in judicial jurisdiction of the court of the county in which the Consultant's principal place of business is located and Client waives the right to have the suit brought, or tried in, or removed to any other county or judicial jurisdiction.
11. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorneys' fees shall be paid to the prevailing party.
12. There are no understandings or agreements except as herein expressly stated.
13. All original papers and documents, and copies thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of the Consultant and may be used by Consultant without the consent of Client.
14. Services provided within this agreement are for the exclusive use of the Client for the project only.
15. Client and Consultant agree to cooperate with each other in any and every way or manner on the project.
16. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this agreement.
17. The terms and provisions of this agreement shall not be construed to alter, waive, or affect any lien or stop notice rights, which the Consultant may have for the performance of services under this agreement.
18. The Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the Consultant shall not be responsible for fluctuations in cost factors.
19. Consultant does not guarantee the completion or quality of performance of contract or the completion or quality of performance of contractors by the construction contractor or contractors, or other third parties, nor is he responsible for their acts or omissions.
20. Consultant makes no warranty, either express or implied, as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
21. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
22. Estimate of areas provided under this agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.
23. In the event that any changes are made in the plans and specifications by the Client or persons other than the Consultant, which affects the Consultant's work any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.
24. The Consultant is not responsible, and liability is waived by Client as against Consultant, for use by Client or any other person of any plans or drawings not signed by Consultant.
25. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for work performed.

STANDARD PROVISIONS OF AGREEMENT - PAGE 2 OF 3

26. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the Client will defend, indemnify, and hold Consultant harmless from any and all liability arising from or resulting from the performance of construction review by other persons.

27. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of the Consultant.

29. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.

30. Client hereby agrees that the balance as stated on the billing from the Consultant to Client is correct, conclusive and binding on the Client unless Client within ten (10) days from the date of the making of the billing notifies Consultant in writing of the particular item that is alleged to be incorrect.

31. A late payment FINANCE CHARGE will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18% and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

32. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by Client as extra work.

33. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, such percentage increase shall be applied to all remaining compensation.

34. In the event that any staking is destroyed by an act of God or parties other than Consultant, the cost of re-staking shall be paid for by Client as extra work.

35. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, postage, shipping, and all other charges not specifically covered by the terms of this agreement.

CONTRACT TERMINATION:

36. In the event that the Client wishes, for any reason, to terminate all or any portion of the work requested by Client and agreed to by Consultant as set forth in this contract, Client shall give consultant written notice requesting said termination and specifying those portions of the contract the Client wishes to have terminated. Consultant may or may not terminate said contract at his sole discretion. Consultant will, within 10 days of the receipt of Client request, give written notice to Client stating what portions of the contract, if any, will be canceled by Consultant.

37. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated by Client, Client shall pay the Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.

Work on a project may include, but is not limited to research, consultation, coordination between client, consultant and/or subcontractors, calculations, resolution, field work, and/or professional work products ordered from photogrammetrists, title companies, engineers, surveyors, etc. Certain professional services require additional maps, certificates, records and fees to be filed and/or paid to certain outside agencies pursuant to the California Government Code. If any of these additional items are required, it will be the responsibility of the Client to pay Consultant for the preparation of said documents to the satisfaction of the Consultant and the reviewing government official and pay the required government fees although the contract may be terminated.

38. This contract is based upon current costs for labor, materials, and availability of Consultant to perform the work stated herein. If contract is not signed and received, along with required deposit(s) within 30 days from the date of contract, said contract is void. *GBA Consultant* reserves the right to submit a new contract.

39. In the event of any litigation, Client agrees to pay to Consultant interest on all past due balances at the rate of 18% per annum.

OUR NOTICE TO YOU:

40. In the event Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees that Consultant shall have the right to consider a said default and total breach of the agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this agreement are terminated. In such events, Client shall then promptly pay the Consultant for all of the fees, charges, and services provided by Consultant. Mailing notice to Client at the mailing address stated in this contract will be sufficient to prove notice to Client.

DELIVERY OF CADD FILES:

41. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by the Consultant, the Client covenants and agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

42. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than the Consultant.

43. The Client and the Consultant agree that any electronic files prepared by either party shall conform to the software and hardware specifications listed for Autodesk CADD Release 13, 14, Land Development Desktop or files compatible therewith. Any changes to the CADD specifications by either the Client or the Consultant is subject to review and acceptance by the other party. Additional efforts by the Consultant made necessary by a change to the CADD or other software specifications shall be compensated for as Additional Services.

44. The electronic files submitted by the Consultant to the Client are submitted for an acceptance period of ten (10) days. Any defects the Client discovers during this period will be reported to the Consultant and will be corrected as part of the Consultant's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

45. The Client is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed construction documents shall govern.

46. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.

47. Under no circumstances shall delivery of the electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for any loss of profit or any consequential damages.

48. Upon request of the Client, Consultant will prepare and deliver electronic files to the Client for delivery to a third party. Electronic files will be delivered on 3-1/4" diskette or CD-ROM. Electronic files will not be transmitted over the Internet. Consultant reserves the right to delete all company logos, seals & electronic signatures from the electronic files. Unless otherwise specified in the contract, Consultant will bill Client for time & materials spent in preparing and transmitting electronic files.

CONSULTANT'S INITIALS



CLIENT'S INITIALS



EXHIBIT "A"
JOHN D. CHRISTOFFERSON, INC.
1804 6th STREET
OROVILLE, CA 95965

EXHIBIT "A"

STANDARD RATE SCHEDULE

Compensation for labor and expenses shall be made in accordance with the following.

A) A fee based on the actual time engaged in the work in accordance with the following rates:

CLASSIFICATION

Professional Land Surveyor.....\$180.00 / Hour
Clerical.....\$75.00 / Hour
Court - Preparation.....Depositions & Court Appearance.....* \$500.00 / Hour
Global Positioning System (GPS).....** \$400.00 / Day

B) Compensation for special expenditures associated with a client's job:

1. Fees advanced on behalf of the client.....Actual cost plus 10%
2. Special materials & equipmentnot generally applicable to normal overhead.....Actual cost plus 10%.
3. All direct expenses for subsistence and lodging.....Actual cost plus 10%
4. Postage and shipping.....Actual Cost
5. Subcontracting expenses.....Actual cost plus 10%
6. Extra Prints furnished at the request of client.....\$10.00ea

* 4-hour minimum charge for depositions and court appearances.

** In addition to labor charge-out rates.

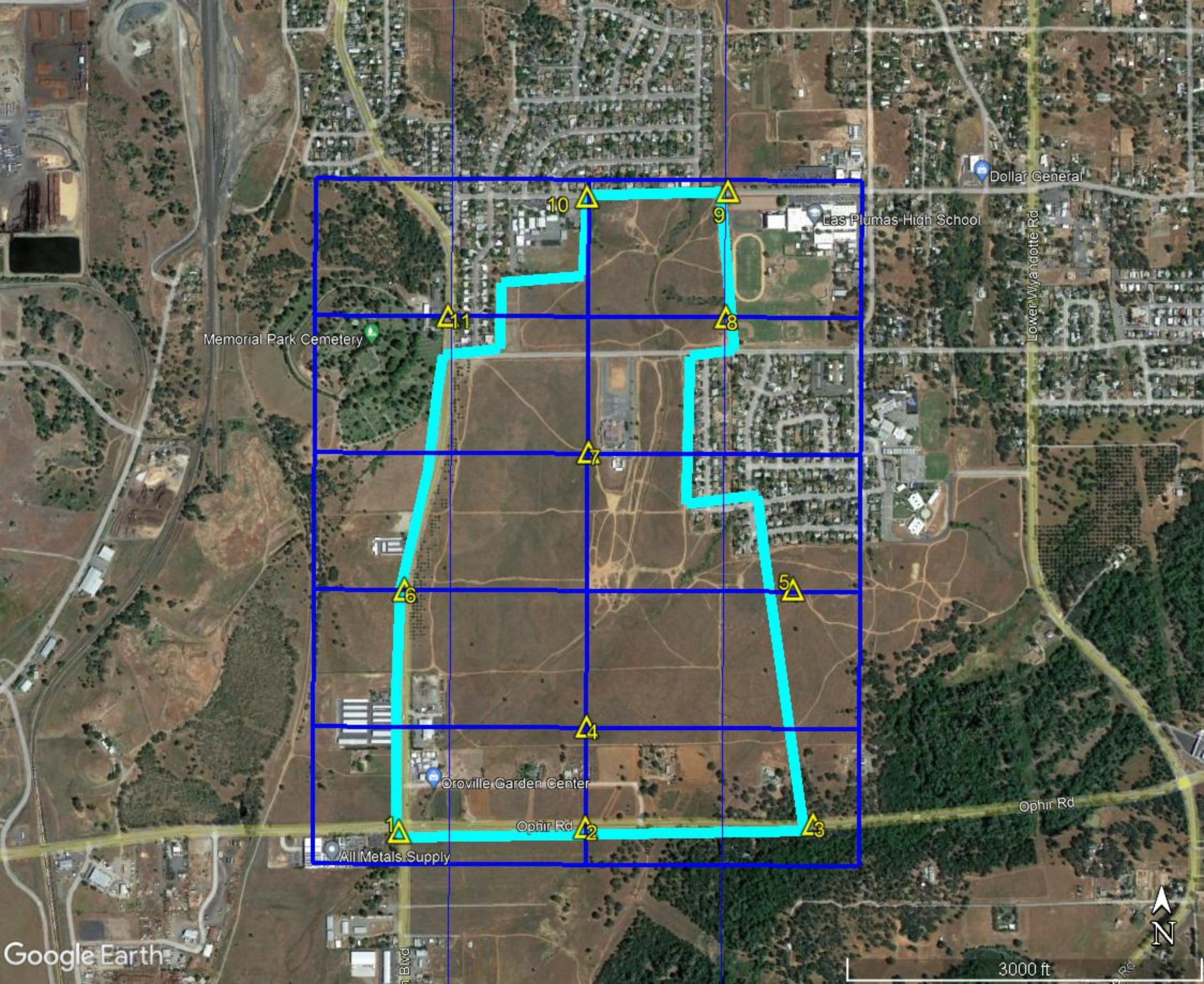
CONSULTANT'S INITIALS



CLIENT'S INITIALS



	A	B	C	D	E	F
1	JDC ESTIMATED TIME MONTE VISTA SOUTH TOPO SURVEY CONTROL					
2						
3	LINE ITEM	TASK	HOURS	RATE/HR	HOURS	NOTES
4	1	MOBILIZATION	8	\$180.00	\$1,440.00	
5	2	COORDINATION WITH ENGINEER	4	\$180.00	\$720.00	
6	3	COORDINATION W/PHOTOGRAMMITREST	4	\$180.00	\$720.00	
7	4	SET / PAINT 11 PREMARKS	8	\$180.00	\$1,440.00	
8	5	DETERMINE NVAD 88 ELEVATION	4	\$180.00	\$720.00	
9	6	ELEVATE / COORDINATE PREMARKS	8	\$180.00	\$1,440.00	
10	7	PREPARE CONTROL LIST	4	\$180.00	\$720.00	
11	8	PREPARE EXISTING PARCEL LAYOUT MAP	40	\$180.00	\$7,200.00	
12	9	PREPARE TOPO MAP LAYOUT SHEETS	20	\$180.00	\$3,600.00	
13	10	IMPORT PHOTOGRAMMETRY	8	\$180.00	\$1,440.00	
14	11	IMPORT ORTHO PHOTO / CREATE SHEETS	8	\$180.00	\$1,440.00	
15	12	CALCULATE EXACT BOUNDARY LOCATIONS		\$180.00	\$0.00	
16		FOR PARCELS CROSSED BY CONSTRUCTION	24	\$180.00	\$4,320.00	
17	13	PREPARE LEGAL DESCRIPTIONS/PLATS FOR		\$180.00	\$0.00	
18		EASEMENTS ESTIMATE AT 20	60	\$180.00	\$10,800.00	DEPENDS UPON FINAL SS LINE ROUTE
19	14	PREPARE TEMPORARY CONST. ESMT./PLATS		\$180.00	\$0.00	
20		ESTIMATED AT 20	60	\$180.00	\$10,800.00	DEPENDS UPON CONSTRUCTION & # PCLS.
21	15	COORDINATION W/ DISTRICT & ENGINEER	20	\$180.00	\$3,600.00	
22	16	TIE WETLANDS DELINEATION	16	\$180.00	\$2,880.00	
23	17	IMPORT WETLANDS BOUNDARY/MAPS	16	\$180.00	\$2,880.00	
24	18	PREPARE RECORD OF SURVEY/PROCESS	40	\$180.00	\$7,200.00	JDC \$63360.00
25						
26	19	COUNTY MAP CHECK/ RECORDING	1	\$1,400.00	\$1,400.00	CHECKING IS T&M, RECORDING \$114.00 + \$10.00 PER SHEET
27	20	TITLE WORK (LOT BOOK REPORT LONG FORM)				DEPENDS UPON PARCELS CROSSED FOR
28		EST. AT 20 PCLS @\$250.00	1	\$5,000.00	\$5,000.00	SS LINE AND CONSTRUCTION ACCESS
29	21	SLOBO PHOTOGRAMMETRY	1	\$13,920.00	\$13,920.00	QUOTE
30	22	SLOBO ORTHOMETRIC PHOTO	1	\$800.00	\$800.00	QUOTE
31						
32						
33		ESTIMATED TOTAL			\$84,480.00	
34		DEC. 21, 2021				



Memorial Park Cemetery

Dollar General

Las Plumas High School

Lower Wyandotte Rd

11

10

9

8

7

6

5

4

1

2

3

Oroville Garden Center

All Metals Supply

Ophir Rd

Ophir Rd





Manager's Report

To: Board of Directors
From: David Goyer, General Manager
Date: February 8, 2022

RE: Item No. 5 – Update on the State of California Recreation Area and Bidwell Marina Procedures.

GM Goyer will update the Board on the current status of the issues that were occurring at the State of California Recreation Area and Bidwell Marina and the subsequent resolution.

Informational only, No Action Required.



Manager's Report

To: Board of Directors

From: David Goyer, General Manager

Date: February 8, 2022

RE: Item No. 6 – Update on the Employee Appreciation Dinner

The Employee Appreciation Dinner is scheduled for Friday, February 11, 2022 from 5:30 – 9:00 P.M. at The Union Bar and Grill.

Informational only, No action required.



Manager's Report

To: Board of Directors
From: David Goyer, General Manager
Date: February 8, 2022

RE: Item No. 7 - Adopt "Resolution 02-2022 Authorizing Remote Meetings Consistent with AB 361" (Subsequent)

Due to recent legislation, the Board is requested to adopt a Subsequent Resolution 02-2022, authorizing the continued option of remote public meetings. This resolution will need to be re-adopted at every subsequent meeting until remote meetings are no longer desired by the Board of Directors.

Attachment Included

Recommended Action:

A Motion to Adopt "Resolution 02-2022 Authorizing Remote Meetings Consistent with AB 361".

Roll Call Vote

RESOLUTION NO. 02-2022 (**SUBSEQUENT**)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT RE-AUTHORIZING REMOTE MEETINGS CONSISTENT WITH AB 361

WHEREAS, the Lake Oroville Area Public Utility District (“District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Lake Oroville Area Public Utility District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote participation in meetings by members of a legislative body by audio or video or both, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition of remote meetings is a declaration of a state of emergency by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 07-2021 on November 9, 2021, finding that the requisite conditions exist for the District’s legislative bodies to conduct remote meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency; and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, on March 4, 2020 the Governor proclaimed State of Emergency to exist in California due to the COVID-19 pandemic, which proclamation is still active; and

WHEREAS, state and local officials have recommended social distancing measures, including masks, to slow the spread of COVID-19 and the contagious Delta variant, and to protect the vulnerable and immunocompromised members of the community; and

WHEREAS, the Board of Directors does hereby find that the state of emergency continues to directly impact the ability of members to meet in-person; and

WHEREAS, as a consequence of the State of Emergency and recommended social distancing measures, the Board of Directors does hereby find that the legislative bodies of Lake Oroville Area Public Utility District shall continue to conduct their meetings without compliance with

paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the public may attend meetings and comment by calling in or by using the Zoom platform as described in meeting agendas.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 3. Remote Teleconference Meetings. The District's General Manager, Secretary, and legislative bodies are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from adoption of this Resolution or (ii) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the District's legislative bodies may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Lake Oroville Area Public Utility District, this 8th day of February, 2022, after a motion was made by Director _____ and seconded by Director _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

President of the Board

ATTEST:

Secretary of the Board



Manager's Report

To: Board of Directors
From: David Goyer, General Manager
Date: February 8, 2022

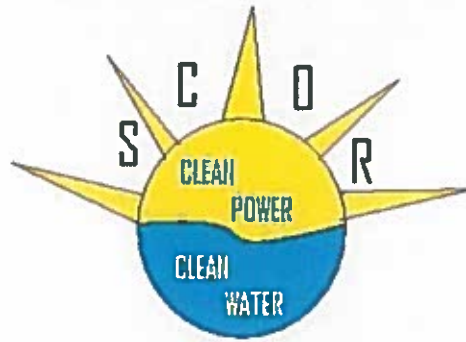
RE: Item No. 8 – SC-OR Commissioners' Report

Included (if available) in your packet are draft minutes of the regular meeting of the Sewerage Commission – Oroville Region from the month of January 2022 and the Flow Report from December 2021 and January 2022. Directors Fairbanks and Mastelotto will present the SC-OR report if any information is available for reporting.

Attachment Included

Recommended Action: None

SEWERAGE COMMISSION – OROVILLE REGION



BOARD OF DIRECTORS MEETING AGENDA

Regular Board Meeting
January 26, 2022 – 5:00 p.m.
SC-OR Boardroom
2880 South 5th Avenue,
Oroville, CA 95965

Board of Directors: David Pittman, City of Oroville, Chairperson
Chuck Reynolds, City of Oroville
Dee Fairbanks, LOAPUD, Vice-Chair
Angie Mastelotto, LOAPUD
Trevor Hatley, TWSD
Bruce Wristen, TWSD

SC-OR Staff: Scott Huber, Attorney
Glen Sturdevant, Manager/Superintendent

Materials related to an item on this Agenda submitted to the Sewerage Commission Oroville Region after distribution of the agenda packet are available for public inspection in the SC-OR office at 2880 S. 5th Ave., Oroville, CA 95965 during our normal business hours of 7:30am to 4:00pm.

Posted: January 21, 2022

AGENDA
REGULAR MEETING OF
SEWERAGE COMMISSION – OROVILLE REGION
JANUARY 26, 2022

1. Call to Order ❖

2. Roll Call ❖

3. Salute to Flag ❖

4. Acknowledgement of Visitors ❖

Individuals will be given the opportunity to address the Board on matters not scheduled on the agenda. No action will be taken on these matters. Comments on items scheduled on the agenda may be made as the Board considers them. Visitors' comments may be limited to five minutes (Government Code Sec. 54954.3).

5. Board Meeting Minutes ❖

The Board will review the minutes and consider their approval for the regular meeting of December 15, 2021.

6. Authorization of Warrants ❖

The Board will review the warrants and take action to approve their payment for the period ending January 26, 2022.

7. Fiscal Reports ❖

The Board will review the fiscal reports for December 2021. Action requested.

8. Fee waiver request by K&M developers

The Board will hear a request from K&M Developers to postpone their monthly sewer service charges until development is occupied. Discussion only.

9. Resolution 01-22 (Investments of SC-OR Monies in L.A.I.F) ❖

The Board will review proposed Resolution 01-22 and take appropriate action. (Government Code Section 16429.1).

(CONTINUED)

10. Request approval for Pump Repair from Xylem Water Solutions

Pump #1 at the Feather River Pump Station (FRPS) needs to be overhauled and repaired. We received a quote for this service for a cost not to exceed \$18,500.00 from Xylem. This is a daily-duty pump, and it is essential to have it repaired and put back into operation as soon as possible. Action Requested.

11. Award Contract for Design of East Interceptor Repair to Coleman Engineering ❖

The Board will consider SC-OR staff's recommendation to award the design engineering contract for repair of the east interceptor line to Coleman Engineering. Action requested

12. Approve Meeting Schedule for Calendar Year 2022 ❖

The Board will consider adopting the proposed meeting schedule for calendar year 2022. Meetings will continue to be held on the 4th Wednesday of each month, except in November and December, in which they will be moved so as not to conflict with the holidays. Those meeting dates are proposed to be moved to November 16, 2022 at 5:00 pm and December 21, 2022 at 11:00 am. Action requested.

13. Attorney's Report (All items may be subject to Board action) ❖

14. Manager's Report (All items may be subject to Board action) ❖

15. Visitor's Comments ❖

16. Commissioner and Staff Comments ❖

17. Adjournment ❖

The Chairman will adjourn the meeting until the next regular board meeting to be held on February 23, 2022 at 5:00 p.m.



Manager's Report

To: Board of Directors

From: David Goyer, General Manager

Date: February 8, 2022

RE: Item No. 9 – BCSDA Representatives and LAFCo Report

9.1 BCSDA

Nothing to Report

9.2 LAFCo



Manager's Report

To: Board of Directors

From: David Goyer, General Manager

Date: February 8, 2022

RE: Item No. 10 – Board Members', Manager, and Staff Comments

Field Operations Report

The January 2022 Field Operations Activity Report is included for your review and discussion.

Attachment Included

FIELD OPERATIONS ACTIVITY REPORT

JANUARY 2022

Safety Meetings and Compliance

- SDRMA ONLINE TRAINING – TRENCH SAFETY AND COMPETENT PERSONS
- C.A.R.B. (CALIFORNIA AIR RESOURCE BOARD) COMPLIANCE AND REGULATIONS FOR ON/OFF ROAD DIESEL EQUIPMENT AND VEHICLES WEBINAR
- e-R.O.A.R (ELECTRONIC-RESPONSIBLE OFFICIAL AFFIRMATION OF REPORTING) TRAINING WEBINAR- OFF ROAD DIESEL EQUIPMENT USAGE REPORTING
- COMPLIANCE CERTIFICATION FOR OFF ROAD DIESEL EQUIPMENT ISSUED BY CALIFORNIA AIR RESOURCE BOARD FOR CALENDAR YEAR 2022

General Meetings

- MONTHLY FIELD OPERATIONS CREW MEETING WITH GENERAL MANAGER DAVID GOYER

I & I Related Work

- FIELD CREW INSPECTED MANHOLES DURING RAIN EVENTS IN LOW-LYING AREAS

New Permits and Connections, Estimates, Inquiries or Termination

- 2434 C STREET- PERMIT FOR LATERAL REPLACEMENT. PASSED INSPECTIONS/TESTING AND ASSUMED LOWER LATERAL
- 2476 V-7 ROAD- ESTIMATE AND PERMIT FOR VILLA VERONA STEP SYSTEM CONNECTION. PROPERTY OWNER PAID ALL APPLICABLE FEES/CHARGES FOR DISTRICT INSTALLED GRAVITY TANK SYSTEM.
- JOHN STARR- SUBMITTED PLANS FOR REVIEW REGARDING NEW OFFICE BUILDING FOR MOORETOWN RANCHERIA AND FUTURE CAPACITY LIMITS

Lines Cleaned

- 8,104 L/Ft CLEANED WITH JET RODDER

CCTV Work

- 1,266 L/Ft TELEVISED

Maintenance, Repairs and Misc

- WEED ABATEMENT AND CONTROL- DISTRICT GROUNDS AND ALL LIFT STATIONS
- NIXON-EGLI- NEW COMBINATION TRUCK ORDERED
- SHOP HOT WATER HEATER REPLACED
- MOORETOWN LIFT STATION- CHECK VALVES CLEARED OF DEBRIS

- BIDWELL CANYON L-3 LIFT STATION- PUMP #2 FAILURE. THIS PUMP WAS A 21-22 BUDGET ITEM FOR A BASIC REBUILD BY PAC MACHINE IN SACRAMENTO, CA. FAILED COMPLEX ITEMS IN PUMP REQUIRED COMPLETE REBUILD AND HIGHER COST.
- BIDWELL CANYON L-2 LIFT STATION- PUMP #2 SOFT STARTER FAILURE. THIS WAS AN UNFORESEEN OR PREVENTABLE FAILURE. NEW SOFT STARTER WAS REPLACED AND CALIBRATED BY TESCO.
- HANGING TREE LIFT STATION- CHECK VALVES AND AIR RELIEFS CLEANED
- 2019 FORD F350 DUALY- EXCESSIVE FRONT TIRE WEAR. ALIGNMENT ISSUES RESOLVED BY OROVILLE FORD. FRONT BRAKES REPLACED AND OIL CHANGE SERVICE PERFORMED IN-HOUSE.
- 2010 FORD F150- FRONT BRAKES AND ROTORS REPLACED IN-HOUSE
- 2004 STERLING JET RODDER- FRONT BRAKE SLACK ADJUSTERS REPLACED
- 2019 CCTV VAN- OIL CHANGE SERVICE

Service Calls/O.T. Call Outs- Primary

- 3 PRIMARY SERVICE CALLS- 3 LATERAL ISSUES WITH PROPERTY OWNERS
- 1 O.T. CALL OUT- BIDWELL CANYON L-3 LIFT STATION PUMP OVER-TEMPERATURE ALARM

Service Calls/O.T. Call Outs- Villa Verona -

- 5 TANKS CLEANED, FLUSHED, AND/OR PUMPED
- 2 TANK SERVICE CALLS
- 0 TANK O.T. CALL OUTS

Gas Consumption: 217.9gals (Last Mo. 241.9gals)

Diesel Consumption: 184.7gals (Last Mo. 155.2gals)

LOAPUD Gas: 217.9gals (Last Mo. 241.9gals) Diesel: 135.7gals (Last Mo. 130.2gals)

El Medio Fire Dept. Gas: 0.0gals (Last Mo. 0.0gals) Diesel: 49.0gals (Last Mo. 25.0gals)

Gals = Gallons

L/Ft = Linear Feet

Ft = Feet

LS = Lift Station

I&I = Infiltration & Intrusion

A.D.U. = Additional Dwelling Unit

O.T. = Overtime

Prepared By:

Vince Victorino

Field Operations Supervisor



Manager's Report

To: Board of Directors

From: David Goyer, General Manager

Date: February 8, 2022

RE: Item No. 11 – Future Agenda Items