



# AGENDA

1960 Elgin Street  
Oroville, CA 95966  
530-533-2000  
[www.loapud.com](http://www.loapud.com)

Board of Directors  
Regular Meeting  
April 11, 2023 – 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.

California Government Code section 54954.2(a)(1) requires the agenda include “information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting. An example of agenda language that would satisfy this requirement is: “Any persons requiring a disability-related modification or accommodation to participate in the public meeting can contact the District Secretary at 530-533-2000 at least 48 hours in advance of the meeting.”

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: 872 7496 7148  
Passcode: 942017

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
- 1.4 Public Comment

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 March 14, 2023

2.2 Financial Reports for Month Ending March 31, 2023

2.3 Claims Report for Month Ending March 31, 2023

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

4. **NORTH STAR MASTER SERVICE AGREEMENT**

Board to review and approve the North Star Master Service Agreement for Land Surveying, Civil Engineering and Planning.

5. **BOUNDRY SURVEY OF THE SUBJECT PARCELS LOCATED AT 3515 MYERS ST.**

Board to review and approve the proposal from North Star for boundary surveying of the subject parcels located at 3515 Myers St.

**REPORTS AND CONSULTATIONS**

6. **QUARTERLY INVESTMENT SUMMARY, QUARTERLY INCOME STATEMENT AND BALANCE SHEET**

7. **LAFCO & SC-OR COMMISSIONER'S REPORT**

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

- FIELD OPERATIONS ACTIVITY REPORT
- MANAGERS REPORT

9. **FUTURE AGENDA ITEMS**

10. **ADJOURNMENT**



## Manager's Report

**To:** Board of Directors  
**From:** David Goyer, General Manager  
**Date:** April 11, 2023

**RE:** Item #1 – CALL TO ORDER

1.1 Roll call

1.2 Flag Salute

1.3 Moment of Silence

1.4 Public Comment



## Manager's Report

**To:** Board of Directors  
**From:** David Goyer, General Manager  
**Date:** April 11, 2023  
**RE:** Item #2 – Consent Agenda

Item No. 2.1 **Board Meeting Minutes** - Minutes from the March 14, 2023 Regular Board meeting are included for the Board's review and approval.

Item No. 2.2 **Financial Reports** – Cash Report and Income Statement through March 31, 2023 is attached for the Board's review and approval.

Item No. 2.3 **Payment of Claims** - The March 31, 2023 Claims report is attached for the Board's review and approval.

Attachments for each item included.

*Recommended Action:*

A motion to approve the minutes from the Regular Board meeting of March 14, 2023, and approve the Financial Reports and Payment of Claims from March 31, 2023 as presented.

Roll call vote.

**UNADOPTED  
LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
BOARD OF DIRECTORS MEETING  
MARCH 14, 2023**

**CALL TO ORDER**

President Fairbanks called the meeting to order at 2:00 P.M. Directors present were Marciniak, Salvucci and Sharman. General Manager (GM) Goyer, Field Operations Supervisor (FOS) Victorino, Engineer Knibb and Board Clerk (BC) Hamblin represented the District in person. Director Mastelotto was absent. In the audience in person were Mike Ledger, John Star, Heather Gill, Sharon Gill and Loren Gill.

**SALUTE TO THE FLAG**

Engineer Knibb led the meeting with the salute to the flag.

**MOMENT OF SILENCE**

President Fairbanks requested a moment of silence.

**CONSENT AGENDA**

The Board reviewed the minutes of the Regular Board Meeting of February 14, 2023, the Financial Reports and the Claims List for month ending February 28, 2023. After discussion, it was moved by Director Salvucci and seconded by Director Sharman that the items on the consent agenda be approved as presented. The motion passed with the following roll call vote:

Ayes: Directors Fairbanks, Marciniak, Salvucci and Sharman.

**195 FAIRHILL DRIVE REQUEST FOR VARIENCE FROM CONTRACTOR AND PROPERTY OWNER**

The Board reviewed the documentation provided by GM Goyer and John Star (General Contractor) for a variance for a proposed ADU at the property located at 195 Fair Hill Drive. The original construction of the home and garage was completed with 3" sewer lines. The District's Standards and Specifications require 4" sewer lines. With the addition of an ADU, the District is requiring that the lines be upgraded to be in compliance with current District Standards. The General Contractor has proposed a "work around" to mitigate the cost to the landowners in lieu of upgrading the sewer lines to 4" pipe. After discussion, a motion was made by Director Marciniak and seconded by Director Sharman to direct GM Goyer to meet with legal counsel to determine if a "Hold Harmless Agreement" from the applicant would allow the Board to move forward with the variance as requested. The motion passed with the following roll call vote:

Ayes: Directors Fairbanks, Marciniak, Salvucci and Sharman.

Mike Ledger, John Star, Heather Gill, Sharon Gill and Loren Gill left the meeting at 2:48 P.M.

A meeting recess began at 2:48 P.M.

Meeting returned to session at 3:01 P.M.

### **REVIEW AND APPROVE THE QUOTATION AND PURCHASE OF SECURITY CAMERAS, NETWORK EQUIPMENT, WIRING AND INSTALLATION FOR THE MYERS STREET PROPERTY**

After discussion, it was moved by Director Marciniak and seconded by Director Salvucci to approve the quotation from Stratti for the purchase of all equipment, wiring and installation of security cameras and networking for the Myers Street property in an amount not to exceed \$19,150.00. The motion passed with the following roll call vote:

Ayes: Directors Fairbanks, Marciniak, Salvucci and Sharman.

### **REVIEW SECURITY FENCING QUOTATIONS FOR THE MYERS STREET PROPERTY**

The board reviewed and discussed two separate quotations for the security fencing at the Myers Street property.

No action was taken.

### **LAFCo REPORT**

The Board reviewed the nominations for the Special District "Enterprise" Member. After discussion, it was moved by Director Marciniak and seconded by Director Sharman that the District register a vote for Scott "Kent" Fowler for the Special District "Enterprise" Member. The motion passed with the following roll call vote:

Ayes: Directors Fairbanks, Marciniak, Salvucci and Sharman.

### **SC-OR COMMISSIONERS' REPORT**

No Report made.

### **BOARD MEMBERS', MANAGER, AND STAFF REPORTS**

#### **FOS Victorino presented the Field Operations Report**

- No SSO's to report.
- Update on Royal Oaks Lift Station.
- Report on the repair of 10 manhole repairs and an additional 27 were inspected with no issues to report.
- Report on I & I work being done around the District.
- Update on the HACH Flow Meter operation.

**GM Goyer presented the Manager's Report**

- Requested a date and time for Directors Fairbanks and Sharman to complete the required Ethics and Harassment trainings at the LOAPUD office. (Friday April 7, 2023 at 10:00 A.M.)
- Reported on the status of L1 Lift Station.

**Engineer Knibb reported on the following items:**

- The LEAP and REAP preliminary design drawings are complete and the CEQA RFP has been completed and has been uploaded to several sites.
- He reported that John Christopherson contacted and informed him that the record of survey for the LEAP and REAP grant project is ready to go to the County to be recorded.

**ADJOURNMENT**

There being no further business to come before the Board the meeting was adjourned at 3:34 P.M.

Respectfully submitted,

Kelly Hamblin,  
Clerk of the Board

LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
Cash Report  
For the Accounting Period: 3/23

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
<b>53 Sewer</b>						
10001 Five Star Bank - General Acct.	382,846.12	43,271.95	1,554.02	1,392.92	108,008.87	318,270.30
10021 Five Star USDA	18,807.14	0.00	0.00	0.00	0.00	18,807.14
10031 Five Star Money Market	1,901,166.74	0.00	0.00	0.00	0.00	1,901,166.74
10400 LAIF 10401 Series A Bond Debt	2,737,124.28	0.00	0.00	0.00	0.00	2,737,124.28
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
<b>Total Fund</b>	<b>5,147,492.28</b>	<b>43,271.95</b>	<b>1,554.02</b>	<b>1,392.92</b>	<b>108,008.87</b>	<b>5,082,916.46</b>
<b>55 RIVER RANCH OROVILLE LLC</b>						
10001 Five Star Bank - General Acct.	15,965.15	0.00	0.00	0.00	0.00	15,965.15
<b>57 LEAP GRANT</b>						
10001 Five Star Bank - General Acct.	-59,814.54	0.00	0.00	0.00	1,072.50	-60,887.04
<b>58 REAP GRANT</b>						
10001 Five Star Bank - General Acct.	-45,371.66	0.00	0.00	0.00	1,072.50	-46,444.16
<b>62 PALERMO WASTEWATER CONSOLIDATION</b>						
10001 Five Star Bank - General Acct.	-16,035.00	0.00	0.00	0.00	0.00	-16,035.00
<b>71 Payroll Clearing</b>						
10001 Five Star Bank - General Acct.	1,666.00	0.00	59,066.42	54,165.94	0.00	6,566.48
<b>73 Claims Clearing</b>						
10001 Five Star Bank - General Acct.	15,505.08	0.00	57,835.34	13,433.03	0.00	59,907.39
<b>Totals</b>	<b>5,059,407.31</b>	<b>43,271.95</b>	<b>118,455.78</b>	<b>68,991.89</b>	<b>110,153.87</b>	<b>5,041,989.28</b>

\*\*\* 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

Account Object	Description	----- Current Year -----				%
		Current Month	Current YTD	Budget	Variance	
<b>Revenue</b>						
41100	Sewer Service Charge	417,203.79	1,251,080.33	1,668,489.00	-417,408.67	75
41150	Pumping Charge	31,875.72	95,580.79	127,462.00	-31,881.21	75
41200	Kelly Ridge Pumping Chg (Taxes)		25,378.65	45,000.00	-19,621.35	56
41300	Connection Fee		400.00		400.00	
41350	Other Services	110.00	6,887.30		6,887.30	
						75
	<b>Total Revenue</b>	<b>449,189.51</b>	<b>1,379,327.07</b>	<b>1,840,951.00</b>	<b>-461,623.93</b>	<b>75</b>
<b>Expenses</b>						
51000	<b>Administration</b>					
60100	Salaries & Wages	18,906.87	197,627.30	257,156.00	59,528.70	77
60200	Sick Time Buy Back	1,098.02	1,098.02	3,000.00	1,901.98	37
62100	Health Insurance	5,264.14	52,434.13	72,000.00	19,565.87	73
62150	HSA PAYABLE		3,333.28	5,000.00	1,666.72	67
62200	Dental Insurance	292.44	2,924.40	4,116.00	1,191.60	71
62250	Life Insurance	33.78	337.80	435.00	97.20	78
62300	Vision Insurance		314.00	3,000.00	2,686.00	10
62400	Deferred Comp 457	392.41	3,897.59	5,020.00	1,122.41	78
62450	CALPERS Contribution	11,136.25	102,484.76	141,468.00	38,983.24	72
62500	Workers Comp Ins.	1,158.15	692.73	2,930.00	2,237.27	24
62550	Payroll Taxes/Ins.	1,499.89	15,088.14	20,275.00	5,186.86	74
	<b>Total Account</b>	<b>39,781.95</b>	<b>380,232.15</b>	<b>514,400.00</b>	<b>134,167.85</b>	<b>74</b>
51100	<b>Director</b>					
60100	Salaries & Wages	2,000.00	18,000.00	24,000.00	6,000.00	75
62300	Vision Insurance		1,811.80	5,000.00	3,188.20	36
62550	Payroll Taxes/Ins.	185.00	1,665.00	1,836.00	171.00	91
	<b>Total Account</b>	<b>2,185.00</b>	<b>21,476.80</b>	<b>30,836.00</b>	<b>9,359.20</b>	<b>70</b>
55100	<b>LEAP GRANT</b>					
64100	Engineering Services		18,422.50	41,587.00	23,164.50	44
64152	SURVEYING SERVICES		14,885.20	59,737.00	44,851.80	25
67450	Environmental			160,000.00	160,000.00	
	<b>Total Account</b>		<b>33,307.70</b>	<b>261,324.00</b>	<b>228,016.30</b>	<b>13</b>
55200	<b>REAP GRANT</b>					
64100	Engineering Services		13,225.00	30,957.00	17,732.00	43
64152	SURVEYING SERVICES		7,659.80	47,917.00	40,257.20	16
67450	Environmental			120,960.00	120,960.00	
	<b>Total Account</b>		<b>20,884.80</b>	<b>199,834.00</b>	<b>178,949.20</b>	<b>10</b>
57000	<b>General Operating</b>					
64100	Engineering Services		13,880.47	40,000.00	26,119.53	35
64150	Legal Services	616.00	22,293.39	24,000.00	1,706.61	93

Combined Funds

Account Object	Description	----- Current Year -----				%
		Current Month	Current YTD	Budget	Variance	
64200	Accounting/Audit Services		20,000.00	26,600.00	6,600.00	75
64250	Insurance	20,608.30	37,094.94	49,955.00	12,860.06	74
64300	Software Licenses, Annual Fees and Tech Support	2,294.00	39,881.05	20,000.00	-19,881.05	199
65100	Office Utilities	1,416.93	12,236.04	15,600.00	3,363.96	78
65150	Shop/Yard Utilities	706.03	5,684.83	9,920.00	4,235.17	57
66100	Office Supplies & Expenses	321.70	3,562.33	7,500.00	3,937.67	47
66102	BILLING AND PAYMENT PROCESSING	824.62	21,556.47	29,000.00	7,443.53	74
66150	Office Equipment	267.63	3,918.90	20,000.00	16,081.10	20
66200	Building & Yard Repairs / Maintenance	335.58	2,839.90	13,000.00	10,160.10	22
66250	Small Tools & Consumables	96.47	362.72	22,700.00	22,337.28	2
66300	Safety Supplies	-81.40				
66350	Outside services	2,903.44	14,139.73	9,155.00	-4,984.73	154
67100	Education & Training		5,289.48	12,000.00	6,710.52	44
67150	Membership/Subscriptions	-2,224.68	7,931.46	9,000.00	1,068.54	88
67200	Permits & Licenses	52.50	5,609.95	14,150.00	8,540.05	40
67250	Travel, Meals & Entertainment	103.09	3,785.33	3,000.00	-785.33	126
67300	Elections		1,044.04	5,000.00	3,955.96	21
67350	Bank and collection fees		3,870.20	10,800.00	6,929.80	36
67400	Safety Training	-712.59		500.00	500.00	
67450	Environmental			3,000.00	3,000.00	
67550	LAFCo Operating Fees		2,656.94	2,500.00	-156.94	106
69155	Propane			200.00	200.00	
69300	Auto Repairs & Maintenance	-34.62				
	Total Account	27,493.00	227,638.17	347,580.00	119,941.83	65
58000	Field					
60100	Salaries & Wages	19,302.71	187,475.40	312,784.00	125,308.60	60
60200	Sick Time Buy Back			1,500.00	1,500.00	
61150	Standby Wages	485.85	4,797.55	6,500.00	1,702.45	74
61200	Reoccurring Overtime Wages	1,430.83	14,896.69	20,000.00	5,103.31	74
61250	Call-Out OT - Not VV	380.76	2,703.75	3,000.00	296.25	90
61351	Villa Verona Overtime		767.75	2,500.00	1,732.25	31
62100	Health Insurance	1,560.12	15,480.87	44,500.00	29,019.13	35
62150	HSA PAYABLE		3,333.28	5,000.00	1,666.72	67
62200	Dental Insurance	108.33	1,083.27	3,500.00	2,416.73	31
62250	Life Insurance	29.96	299.60	700.00	400.40	43
62300	Vision Insurance		159.99	5,000.00	4,840.01	3
62400	Deferred Comp 457	424.30	4,135.84	6,890.00	2,754.16	60
62450	CALPERS Contribution	6,312.62	58,095.98	79,750.00	21,654.02	73
62500	Workers Comp Ins.	9,370.00	7,550.71	23,705.00	16,154.29	32
62550	Payroll Taxes/Ins.	1,620.97	16,249.80	31,500.00	15,250.20	52
63500	Boots and Uniforms		287.42	4,500.00	4,212.58	6
63502	Boots& Uniforms-Broderson			550.00	550.00	
63506	Boots & Uniforms - VICTORINO		299.83	550.00	250.17	55
63507	Boots & Uniforms - PETERSON		229.17	550.00	320.83	42
63508	Boots & Uniforms - DAVIS		233.76	550.00	316.24	43
64100	Engineering Services		13,777.50		-13,777.50	
64300	Software Licenses, Annual Fees and Tech Support	-1,995.00	4,537.50	20,000.00	15,462.50	23
65175	PUMP STATION UTILITIES	5,908.93	47,257.47	64,805.00	17,547.53	73
66200	Building & Yard Repairs / Maintenance	-135.58				

Combined Funds

Account Object	Description	----- Current Year -----				%
		Current Month	Current YTD	Budget	Variance	
66250	Small Tools & Consumables	264.72	2,578.06	23,000.00	20,421.94	11
66300	Safety Supplies	191.15	1,498.48	10,000.00	8,501.52	15
66350	Outside services	178.00	3,030.91	10,000.00	6,969.09	30
67100	Education & Training		113.73		-113.73	
67150	Membership/Subscriptions	2,310.28	6,310.28	5,000.00	-1,310.28	126
67400	Safety Training	712.59	3,761.59	12,000.00	8,238.41	31
68100	Routine Operations & Maintenance - Sewer System	118.67	8,827.40	9,000.00	172.60	98
68125	REPAIRS AND MAINTENANCE ON PUMP STATIONS	14,368.12	81,429.80	76,000.00	-5,429.80	107
68150	I & I Operations & Maintenance	160.86	1,043.70	30,000.00	28,956.30	3
68650	VV Operations & Maintenance	56.77	21,085.79		-21,085.79	
68900	PSPS Operations & Maintenance			5,000.00	5,000.00	
69100	Diesel Fuel		5,998.34	17,500.00	11,501.66	34
69150	Gasoline		13,697.32	16,500.00	2,802.68	83
69155	Propane		38.59		-38.59	
69250	Heavy Equipment Repairs & Maintenance	4,758.90	5,622.49	12,000.00	6,377.51	47
69300	Auto Repairs & Maintenance	1,426.31	7,661.66	12,000.00	4,338.34	64
	Total Account	69,351.17	546,351.27	876,334.00	329,982.73	62
	Total Expenses	138,811.12	1,229,890.89	2,230,308.00	1,000,417.11	55
	Net Income from Operations	310,378.39	149,436.18			
Other Revenue						
47100	Capacity Charge	-4,777.00	4,777.00		4,777.00	
47150	Sewer Service Late Fees		37,877.81		37,877.81	
47200	Interest		50,478.12	10,000.00	40,478.12	505
47250	RD Surcharge	90,669.60	271,837.30	362,620.00	-90,782.70	75
47350	Current Sec Taxes		230,321.97	342,403.00	-112,081.03	67
47400	Current Unsec Tax		18,231.87	17,000.00	1,231.87	107
47450	Prior Unsec Tax		484.07	1,000.00	-515.93	48
47475	SUPPLEMENTAL APPORTIONMENT		5,116.90	3,000.00	2,116.90	171
47500	Other Taxes		2,226.30	3,000.00	-773.70	74
47872	SC-OR Pre Annexation Capacity Study		5,000.00		5,000.00	
48000	GRANT REVENUE		31,707.00		31,707.00	
49000	Other Income		4,695.00		4,695.00	
	Total Other Revenue	85,892.60	662,753.34	739,023.00	-76,269.66	90

Combined Funds

Account Object	Description	----- Current Year -----				%
		Current Month	Current YTD	Budget	Variance	
<b>Other Expenses</b>						
81000	Capital Outlay					
81110	Equipment Purchase		573,719.91	630,220.00	56,500.09	91
81120	Capitalized Expenditure - Other	-2,136.00				
81200	District Projects-CIP			619,280.00	619,280.00	
	Total Account	-2,136.00	573,719.91	1,249,500.00	675,780.09	46
85000	Debt Service					
85200	Loan Principal			65,000.00	65,000.00	
85250	Loan Interest Expense		98,833.75	98,834.00	0.25	100
	Total Account		98,833.75	163,834.00	65,000.25	60
87000	Other Expense					
74400	Depreciation			556,000.00	556,000.00	
	Total Account			556,000.00	556,000.00	
	Total Other Expenses	-2,136.00	672,553.66	1,969,334.00	1,296,780.34	34
	Net Income		398,406.99			
				139,635.86		

Claims

Check #	Check		Check Amount	Date		Notes
	Type	Vendor/Employee/Payee Number/Name		Period	Issued	
-99802	Clm E	30 CA PUBLIC EMPLOYERS' RETIREMENT S	13303.25	3/23	03/10/23	
-99801	Clm E	30 CA PUBLIC EMPLOYERS' RETIREMENT S	95.58	3/23	03/10/23	
-99800	Clm V	Check not processed in this period	0	/ 0	/ /	
-99799	Clm V	Check not processed in this period	0	/ 0	/ /	
-99798	Clm V	Check not processed in this period	0	/ 0	/ /	
-99797	Clm E	164 DRIVE PAYMENTS	34.20	3/23	03/10/23	
-89254*	Pay P	2 ROBERT L BRODERSON	2048.90	3/23	03/10/23	
-89253	Pay P	22 COOPER DAVIS	1593.53	3/23	03/10/23	
-89252	Pay P	21 DAVID GOYER	2592.84	3/23	03/10/23	
-89251	Pay P	4 KELLY J HAMBLIN	1726.62	3/23	03/10/23	
-89250	Pay P	15 SHAWN PETERSON	1828.86	3/23	03/10/23	
-89249	Pay P	11 ANNELYN A RACKLEY	561.44	3/23	03/10/23	
-89248	Pay P	19 VINCENT M VICTORINO	1947.49	3/23	03/10/23	
-89247	Pay P	CALPERS 457 CAL 457	1059.80	3/23	03/10/23	
-89246	Pay P	PERS CLASS CAL PERS CLASSIC	2102.61	3/23	03/10/23	
-89245	Pay P	PEPRA CAL PERS PEPRA	1297.78	3/23	03/10/23	
-89244	Pay P	CA TRAIN (ETT) EDD	852.60	3/23	03/10/23	
-89243	Pay P	FIT EFTPS	4821.72	3/23	03/10/23	
-89242	Pay P	HEALTH INS LAKE OROVILLE AREA PUD	3534.10	3/23	03/10/23	
-89241	Pay P	AD&D LOPUD	616.84	3/23	03/10/23	
-89240	Pay P	2 ROBERT L BRODERSON	1782.51	3/23	03/24/23	
-89239	Pay P	22 COOPER DAVIS	1568.85	3/23	03/24/23	
-89238	Pay P	21 DAVID GOYER	2592.84	3/23	03/24/23	
-89237	Pay P	4 KELLY J HAMBLIN	1789.09	3/23	03/24/23	
-89236	Pay P	16 ROBERT MARCINIAK	365.00	3/23	03/24/23	
-89235	Pay P	9 ANGELA D MASTELOTTO	365.00	3/23	03/24/23	
-89234	Pay P	15 SHAWN PETERSON	2033.80	3/23	03/24/23	
-89233	Pay P	11 ANNELYN A RACKLEY	561.44	3/23	03/24/23	
-89232	Pay P	19 VINCENT M VICTORINO	1997.49	3/23	03/24/23	
-89231	Pay P	CALPERS 457 CAL 457	1064.92	3/23	03/24/23	
-89230	Pay P	PERS CLASS CAL PERS CLASSIC	2102.61	3/23	03/24/23	
-89229	Pay P	PEPRA CAL PERS PEPRA	1275.08	3/23	03/24/23	
-89228	Pay P	CA TRAIN (ETT) EDD	880.71	3/23	03/24/23	
-89227	Pay P	FIT EFTPS	5050.50	3/23	03/24/23	
-89226	Pay P	HEALTH INS LAKE OROVILLE AREA PUD	3534.10	3/23	03/24/23	
-89225	Pay P	AD&D LOPUD	616.87	3/23	03/24/23	
23282*	Clm SC	999999 ALEXANDER WILLIAMS	4607.57	3/23	03/10/23	
23283	Clm SC	12 AT & T	186.63	3/23	03/10/23	
23284	Clm SC	14 BETTER DEAL EXCHANGE	14.06	3/23	03/10/23	
23285	Clm SC	38 COMCAST	543.35	3/23	03/10/23	
23286	Clm SC	88 OROVILLE CABLE & EQUIPMENT	65.64	3/23	03/10/23	
23287	Clm SC	106 RECOLOGY BUTTE COLUSA COUNTIES	105.04	3/23	03/10/23	
23288	Clm SC	119 STREAMLINE	200.00	3/23	03/10/23	
23289	Clm SC	166 VALLI INFORMATION SYSTEMS, INC	103.80	3/23	03/10/23	
23290	Clm SC	14 BETTER DEAL EXCHANGE	141.24	3/23	03/17/23	
23291	Clm SC	60 HUMANA	554.40	3/23	03/17/23	
23292	Clm SC	88 OROVILLE CABLE & EQUIPMENT	456.94	3/23	03/17/23	
23293	Clm SC	93 PACIFIC GAS & ELECTRIC	3999.92	3/23	03/17/23	

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)

LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
Combined Check Register  
For the Accounting Period: 3/23

Claims

Check #	Check		Check Amount	Date		Notes		
	Type	Vendor/Employee/Payee Number/Name		Period	Issued			
23294	Clm SC	109 SAUERS ENGINEERING INC	6607.97	3/23	03/17/23			
23295	Clm SC	133 UMPQUA BANK	3151.13	3/23	03/17/23			
23296	Clm SC	11 ANSWERLINE COMMUNICATIONS	793.18	3/23	03/17/23			
23297	Clm SC	7 ALHAMBRA	80.26	3/23	03/24/23			
23298	Clm SC	14 BETTER DEAL EXCHANGE	47.99	3/23	03/24/23			
23299	Clm SC	17 BLUE SHIELD OF CA	6139.04	3/23	03/24/23			
23300	Clm SC	78 MINASIAN LAW FIRM	616.00	3/23	03/24/23			
23301	Clm SC	85 NORTHERN CA GLOVES	109.75	3/23	03/24/23			
23302	Clm SC	86 O'REILLY AUTOMOTIVE, INC	191.51	3/23	03/24/23			
23303	Clm SC	115 SOUTH FEATHER WATER	73.08	3/23	03/24/23			
23304	Clm SC	183 WEST COAST ROTOR	751.26	3/23	03/24/23			
23305	Clm SC	145 XEROX CORPORATION	253.35	3/23	03/24/23			
23306	Clm SC	999998 KELLY J HAMBLIN	398.58	3/23	03/23/24			
23307	Clm SC	185 ALL AMERICAN WELDING	200.00	3/23	03/31/23			
23308	Clm SC	14 BETTER DEAL EXCHANGE	29.20	3/23	03/31/23			
23309	Clm SC	32 CA WATER SERVICE	26.78	3/23	03/31/23			
23310	Clm SC	48 DEL MAR EQUIPMENT	96.47	3/23	03/31/23			
23311	Clm SC	108 NAPA AUTO PARTS	78.09	3/23	03/31/23			
23312	Clm SC	88 OROVILLE CABLE & EQUIPMENT	12.17	3/23	03/31/23			
23313	Clm SC	95 PARAMEX	178.00	3/23	03/31/23			
23314	Clm SC	115 SOUTH FEATHER WATER	24.42	3/23	03/31/23			
23315	Clm SC	122 TEHAMA TIRE	60.00	3/23	03/31/23			
23316	Clm SC	126 THOMAS & ASSOCIATES	13110.69	3/23	03/31/23			
23317	Clm SC	139 VERIZON WIRELESS	394.80	3/23	03/31/23			
88204*	Pay P	5 DARIN K KAHALEKULU	1843.74	3/23	03/10/23			
88205	Pay P	FRANCHISE TAX B FRANCHISE TAX BOARD	50.00	3/23	03/10/23			
88206	Pay P	6 DEE G FAIRBANKS	365.00	3/23	03/24/23			
88207	Pay P	5 DARIN K KAHALEKULU	1843.74	3/23	03/24/23			
88208	Pay P	17 RICHARD SALVUCCI	365.00	3/23	03/24/23			
88209	Pay P	13 WILLIAM P SHARMAN	365.00	3/23	03/24/23			
88210	Pay P	AFLAC 125 AFLAC	68.00	3/23	03/24/23			
Grand Total # of Checks:		79	Total:	116901.76	Total Claims	57835.34	Total Payroll	59066.42

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:** April 11, 2023

**RE:** Item #3 – Items Removed From Consent Agenda



## Manager's Report

**To:** Board of Directors  
**From:** David Goyer, General Manager  
**Date:** April 11, 2023

**RE:** Item #4 – North Star Master Service Agreement

The Board to review and approve the attached Master Service Agreement from North Star for land surveying, civil engineering, and planning for the District as needed.

No financial impact at this time, each project will be bid including the dollar amount and the time required to complete the project.

Attachment included.

*Recommended Action:*

A motion to authorize the General Manager to sign the Master Service Agreement from North Star for future services as needed by the District.

Roll call vote.





**MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CLIENT AND CONSULTANT**

**DATE:** February 6, 2023

**CLIENT:** Lake Oroville Public Utility District

**CONSULTANT:** NorthStar  
111 Mission Ranch Blvd., Suite 100  
Chico, CA 95926  
(530) 893-1600

**PROJECT:** MASTER SERVICES AGREEMENT

**NS#:** TBD

**ADDRESS:** n/a

**APN:** n/a

**THIS AGREEMENT is made and entered into on this 6th day of February 2023 by and between LAKE OROVILLE PUBLIC UTILITY DISTRICT (CLIENT) and NORTHSTAR (CONSULTANT).**

**WHEREAS CLIENT desires to engage the CONSULTANT for the purpose of rendering certain professional services, as agreed upon from time to time. Each request for services will be by a "Notice to Proceed" as agreed upon by both parties under and in accordance with this agreement.**

**A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:**

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").
2. Client agrees (unless otherwise stated herein) to compensate Consultant for its Scope of Services according to the cost proposal and standard rates attached thereto as Exhibit "B". Consultant reserves the right to increase the rates set forth in Exhibit "B" at reasonable intervals.
3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership location and the condition of the Property, including but not limited to, deeds, maps, title reports and information, and permits; and to obtain for Consultant, upon request, the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

**B. GENERAL PROVISIONS:**

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant and copies thereof produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. This includes documents in electronic form. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, plans, details, calculations, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore. Client further agrees that final Work Product is for the sole use of Client for the specified purpose described in Exhibit A of this Agreement. Such final Work Product may not be altered or reproduced in any

way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.

**3. Changes in Work Product.** In the event Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising there from and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising there from unless caused by the sole negligence or willful misconduct of Consultant.

**4. Standard of Care.** Consultant's services are to be performed pursuant to generally accepted standard of practice in effect at the time of performance and in the same or similar locale. Consultant makes no warranty either expressed or implied as to its findings, recommendations, or professional advice, except for compliance with the above standards.

**5. Basis of Compensation and Method of Payment.** Client recognizes that prompt payment of Consultant's invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Accordingly, Client agrees to advise Consultant as to the person to whom invoices should be addressed and such other pertinent details Consultant should observe to help Client expedite payment.

Accounts are billed by the Consultant each month for work done in the previous month, are due upon presentation and shall be considered Past Due if not paid prior to the next billing date. If payment is not received by Consultant prior to the next billing date, Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Payment of any invoice by Client to Consultant shall be taken to mean that Client is satisfied with Consultant's services and is not aware of any deficiencies in those services.

If Client objects to any portion of an invoice, Client shall so notify Consultant in writing within 14 calendar days of the invoice date, and Client and Consultant shall work together to resolve the matter within 60 days of its being called to Consultant's attention. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than 30 calendar days after the date of submission. If a resolution of the matter is not attained within 60 days, either party may terminate the Agreement in accordance with conditions indicated in the Termination of Contract clause.

If Client for any reason fails to pay the undisputed portion of Consultant's invoices within 30 days of the invoice date, Consultant has the right to cease work on the project and Client shall waive any claim against Consultant for damages and/or delays attributable to the cessation of services and shall defend and indemnify Consultant from and against any claims for injury or loss stemming from Consultant's cessation of service. Client shall also pay Consultant the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule, or scope of service.

Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et. seq.) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property.

In the event legal action is necessary to enforce the payment provisions of the Agreement, Consultant shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at the Consultant's prevailing fee schedule and expense policies.

**6. Suspension or Termination of Performance.** In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees invoices shall be considered past due and Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant's sole option.

**7. Timeline for Offer to Contract/Termination of Agreement.** This offer to contract is good for 14 days after the date shown below in the Consultant's signature block. If Client fails to sign this contract within 14 days, the offer may be withdrawn making it null and void. Once this Agreement has commenced, it may be terminated by either Client or Consultant upon 30 days written notice to the other party. Client shall bring all outstanding charges current prior to termination of Agreement.

**8. Changed Conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications, or other changes to Consultant's services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant. Changes to any applicable codes, laws, ordinances, and regulations that require changes to the calculations, drawings and specifications may result in additional charges.

**9. Project Approval and Conditions of Approval.** There is no guarantee, implied or otherwise, that this project will be approved by the local agency or what the conditions of approval will be.

**10. Extra Work.** Client acknowledges that the scope of services described in Exhibit "A" are based upon conditions and requirements existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications, and other changes may be necessary to reflect changed conditions or requirements. No tasks outside the agreed scope of services will be performed without prior written approval of the Client. Client agrees that if services not specified in this Agreement are provided, Client agrees to timely pay for all such services as "Extra Work" at the rates set forth (unless otherwise agreed herein) in Exhibit "B." Any such additional services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

**11. Payment of Costs.** Client shall pay the costs of checking and inspection fees, all application fees, assessment payment, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense, or services required by Consultant as a result of suspension of the services.

**12. Indemnity.** Client agrees to the fullest extent permitted by law, to indemnify and hold Consultant, its officers, directors, and employees harmless against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's conduct in connection with the project and the acts of its contractors, subcontractors, consultants, or anyone for whom Client is legally liable. Client agrees to be solely and completely responsible for jobsite conditions during the course of Consultant's performance including safety of all persons and property and to defend and indemnify and hold Consultant harmless from any and all liability, real or alleged in connection therewith, except liability arising from the sole negligence or willful misconduct of Consultant.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its officers, directors, and employees (collectively "Client"), harmless against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom Consultant is legally liable. Neither Consultant nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**13. Delays.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to timely furnish payment as defined in Section B number 5 in this agreement, information or approval or disapproval Consultant's work, faulty or untimely performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefore.

**14. Lien Rights.** This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which

Consultant is to perform its services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.

**15. Liability Limits.** Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and all contractors and subcontractors is limited to three times the contract amount for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant's liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant's actions or inactions.

**16. Waiver.** Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, and any such waiver shall not constitute a continuing waiver thereof.

**17. Advisory Only.** Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.

**18. Validity.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

**19. Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**20. Dispute Resolution:** All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to the Agreement will be submitted to non-binding mediation as a condition precedent to other remedies provided by law. If a dispute arises related to the services provided under the Agreement and that dispute requires litigation in addition to mediation as provided above, then:

- A. The claim will be brought and tried in the County where Consultant's principal place of business is located; and
- B. The prevailing party will be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees.

**21. Time Bar to Litigation:** All legal actions by either party against the other for breach of the Agreement or for the failure to perform in accordance with the applicable standard of care, however denominated, shall be barred two (2) years from the time claimant knew or should have known of its claim, but in no event, no later than four (4) years from completion or cessation of Consultant's services.

**22. Assignment.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Consultant may, at Consultant's sole discretion, subcontract to third parties portions of the services to be performed hereunder.

**23. Inurement.** The Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant. Nothing in this Agreement, however, shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

**24. Entire Agreement.** This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

**25. Acceptance and Commencement.** By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the services.

In the event Client is not the owner of the property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

**26. Code Compliance.** Consultant shall exercise usual and customary professional care in rendering a design complying with Consultant's current understanding of the applicable federal, state or local Code requirements. However, Consultant makes no guarantee or warranty either expressed or implied that its design complies with the Code. Client acknowledges that the standards for design practice under the Code are still evolving.

**27. Obtaining Permits from Governing Agencies.** Obtaining permits from the governing agencies for the Project is an important step in the construction process (where required). Duties of these agencies that add value to the Project include, but are not limited to, the plan check process and construction inspection, if applicable.

All Instruments of Service provided by Consultant are only valid if permits have been obtained. If permits have not been obtained, where required, all Instruments of Service shall be considered null and void. Client hereby waives any claim against Consultant for loss allegedly arising from the Project if the required permits have not been obtained.

It is the duty of the Client to notify Consultant if they are aware that any public agency permits have not been obtained. If Consultant becomes aware that permits have not been obtained (where required), Consultant is obligated to cease work on the Project, as required by California state law. Consultant may also, at its option, inform some or all parties involved with the Project of the absence of permits. These parties may include, but are not limited to, the Contractor, Architect, Owner and building department. California state law does not impose a duty on Consultant to investigate whether or not permits have been obtained.

**28. Third-Party Beneficiaries.** Nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party, against either Client or Consultant. Consultant's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because the Agreement or the performance or non-performance of services hereunder. Client and Consultant agree to require similar provisions in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

**29. Preparation of Agreement.** By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.

**IN WITNESS WHEREOF**, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

**CLIENT:**

**BY:** David Goyer

**TITLE:** General Manager

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CLIENT:**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CONSULTANT:**

**BY:** Michael Mays

**TITLE:** Senior Managing Surveyor

**LICENSE NO.:** PLS 6967

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CONSULTANT:**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**LICENSE NO.:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTACHMENTS** included and made a part of this agreement:

X	EXHIBIT "A"	SCOPE OF SERVICES
X	EXHIBIT "B"	
	EXHIBIT "C"	
	EXHIBIT "D"	



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

On an as-needed, project-by-project basis, Consultant will provide services to Lake Oroville Public Utility District (District) that may include, but are not limited to, Land Surveying, Civil Engineering, and Planning.

Upon specific request by the District, Consultant will prepare and provide a written Cost Estimate, Scope of Services and Time Schedule for each request of work. The District will provide authorization to proceed by issuing a Task Order, Purchase Order or District approved alternative notification. Each Task Order, Purchase Order or approved alternative shall be properly executed by both the District and Consultant. No Task Order, Purchase Order or approved alternative will be binding until it has been signed by an authorized representative of each party. The fully executed Task Order, Purchase Order or approved alternative will be deemed the "Notice to Proceed".



**EXHIBIT "B"**  
**COST PROPOSAL**

**CONSULTANT FEE:** PER EACH NOTICE TO PROCEED.

**RETAINER:** A DEPOSIT IS NOT REQUIRED.

**Estimated fees are based upon our experience with previous projects. Situations and requirements vary with each project and the actual cost may be more or less than this estimate. Client will be billed monthly for accrued costs.**





**EXHIBIT "B"**  
**STANDARD HOURLY RATES**

Effective July 1, 2022 through June 30, 2023\*

<b><u>Engineering/Surveying</u></b>	<b><u>Hourly Rate</u></b>
Principal Engineer/Surveyor	\$230.00
Senior Managing Engineer/Surveyor	\$210.00
Senior Engineer/Surveyor	\$188.00
Associate Engineer/Surveyor	\$166.00
Assistant Engineer/Surveyor	\$145.00
Junior Engineer	\$125.00
Senior Designer/Technician	\$136.00
Associate Designer/Technician	\$115.00
Assistant Designer/Technician	\$ 95.00
Party Chief	\$185.00
Two-Person Survey Crew	\$250.00
Party Chief (Prevailing Wage)	\$205.00
Two-Person Survey Crew (Prevailing Wage)	\$325.00
<b><u>Architecture</u></b>	<b><u>Hourly Rate</u></b>
Senior Architect	\$175.00
Project Architect	\$160.00
Assistant Architect	\$145.00
Architectural Job Captain	\$130.00
Architectural Drafter	\$110.00
<b><u>Planning/Environmental/GIS</u></b>	<b><u>Hourly Rate</u></b>
Principal Planner	\$175.00
<b><u>Administrative</u></b>	<b><u>Hourly Rate</u></b>
Project Management	\$165.00
Administrative	\$100.00
<b><u>Other</u></b>	<b><u>Rate</u></b>
Litigation Support – Expert Witness Testimony	\$500.00 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%

\*Rates typically increase 4-5% per year



## Manager's Report

**To:** Board of Directors  
**From:** David Goyer, General Manager  
**Date:** April 11, 2023

**RE:** Item #5 – Boundary survey of the subject parcels located at 3515 Myers St.

The Board shall review and approve the proposal for boundary surveying of the subject parcels detailed in the attached scope of services from North Star for the property located at 3515 Myers St.

Financial impact will not exceed \$11,455.40. To be included as part of a future budget adjustment.

Attachment included.

*Recommended Action:*

A motion to approve the proposal from North Star to proceed with the boundary survey of the subject parcels in an amount not to exceed \$11,455.50.

Roll call vote.



Architecture  
Civil Engineering  
Planning  
Surveying  
Water Resources

March 1, 2023

David Goyer  
Lake Oroville Public Utilities District  
1960 Elgin Street  
Oroville, CA 95966

RE: 3515 Meyers Street  
APNs 035-106-003, 004 & 008

NorthStar is pleased to submit the following proposal to perform a boundary survey of the subject parcels.

### **Scope of Services**

Our services shall include:

1. Research existing
2. Perform a field survey to locate survey monuments based on existing record mapping.
3. Review deeds and title reports (to be provided by client).
4. Resolve the parcels' boundaries.
5. Compile easements as referenced in the Title Report and plot them on the resolved boundary.
6. Set durable iron monuments at the exterior, primary property corners where none currently exist.
7. Prepare a Record of Survey in accordance with the State of California Professional Land Surveyor's Act
8. Process the Record of Survey for approval by the Butte County Surveyor
9. Upon approval of the County Surveyor, submit the Record of Survey for filing in the office of the Butte County Recorder
10. Provide a digital copy of the recorded survey.

### **Cost Estimate**

Our fee to provide the above-described services is **\$ 9,500**.

In addition to the professional service fees above, there will also be the following estimated costs and expenses that are not included in the above reference fees:

Preliminary Title Report	\$ TBD
County of Butte Map Checking Fee	\$ 800
County of Butte Map Recording Fee	\$ 114

**Schedule**

We estimate approximately two weeks from the notice to proceed to begin the field survey, and an additional two weeks after that to complete the boundary resolution, mapping, and set the missing property corners.

If you have any questions or concerns, please don't hesitate to contact me. Thank you for this opportunity to be of continuing service to the Lake Oroville Public Utilities District.

Sincerely,  
NorthStar



Michael Mays, PLS  
Senior Managing Surveyor



## **Manager's Report**

**To:** Board of Directors  
**From:** David Goyer, General Manager  
**Date:** April 11, 2023

**RE:** Item #6 – **QUARTERLY INVESTMENT SUMMARY, QUARTERLY INCOME STATEMENT AND BALANCE SHEET**

LOAPUD INVESTMENT SCHEDULE  
MARCH 2023  
Statement Balances

Bank	Beginning Balance DEC 31, 2023	Ending Balance MARCH 31, 2023	Difference	Maturity	*Interest Rate
Five Star General	\$ 18,242.48	\$ 228,971.56	\$ 210,729.08	CKG	0.1000%
Five Star USDA	\$ 67,530.08	\$ 18,808.74	\$ (48,721.34)	CKG	0.1000%
Five Star MM	\$ 1,894,234.43	\$ 1,905,356.32	\$ 11,121.89	IF	2.8310%
LAIF	\$ 2,722,343.63	\$ 2,737,124.28	\$ 14,780.65	IF	2.8310%
LAIF Series A Bond Res	\$ 107,048.00	\$ 107,048.00	\$ -	IF	
<b>Total Investments</b>	<b>\$ 4,809,398.62</b>	<b>\$ 4,997,308.90</b>	<b>\$ 187,910.28</b>		

\* Current quarter interest rate

Combined Funds

Assets

Current Assets

Five Star Bank - General Acct.	277,343.12	
Five Star USDA	18,807.14	
Five Star Money Market	1,901,166.74	
LAIF 10401 Series A Bond Debt Res	2,737,124.28	
LAIF ACCOUNT SERIES A BOND DEPT RESERVE	107,048.00	
Petty Cash	500.00	
Acct Receivable-Sewer Service	1,188,479.92	
Accounts Receivable Other	95,028.93	
Tax Assess Receivable	161,649.10	
Accounts Receivable: Butte Cnty Treasurer	62,934.90	
Accrued Interest Receivable	( 50,010.51)	
Taxes Receivable	14,861.00	
Inventory	15,583.17	
Prepaid Expenses	10,964.29	
Prepaid Health Insurance	6,211.93	
Prepaid Dental/Life/AD&D	( 15,203.54)	
	-----	
Total Current Assets		6,532,488.47

Fixed Assets

Land	107,174.17	
Work in Progress	370,713.59	
Subsurface Lines	13,702,512.64	
Villa Verona Project 1991	163,196.80	
Sewage Collection Facilities	581,252.11	
General Plant	4,375,885.81	
Vila Verona Tank Removals	3,774,204.07	
Lower Wy Improvement District	79,368.26	
Allowance for Depreciation	( 14,546,612.89)	
Investment in SC-OR	41,982.33	
	-----	
Total Fixed Assets		8,649,676.89

Other Assets

Deferred Outflows	435,998.21	
	-----	
Total Other Assets		435,998.21

Total Assets 15,618,163.57

Combined Funds

Liabilities and Equity

Current Liabilities

Checks Payable	66,395.30	
Accounts Payable	379,221.89	
SC-OR Service Pass-Thru	( 122.63)	
Accrued Vacation & Sick Leave	60,364.98	
Federal Withholding	0.62	
State Income Tax Withholding	( 181.40)	
CA Disability	( 135.38)	
Unemployment Payable	61.92	
Health Ins Payable	( 398.58)	
PERS Classic Payable	0.02	
PERS PEPRA Payable	16.64	
CONVERSION Aflac Pre-Tax 125	216.94	
CONVERSION Aflac After Tax	133.78	
Employee PERS Contribution	( 0.03)	
PERS Employer Contribution	0.01	
Refunds Payable	969.86	
Adv on Exp-Villa Verona	106.35	
Adv on Exp-RIVER RANCH LLC OROVILLE	3,415.25	
Adv on Exp-Berry Creek Development 2015	1,620.00	
Adv on Exp-Feather Falls Mini Mart Expansi	675.00	
Adv on Exp-Lazzareschi Annexation	( 1,270.00)	
Adv on Exp RR LLC OFFSITE INSPECTION	19,473.50	
	-----	
Total Current Liabilities		530,564.04

Long-Term Liabilities

Loan Payable-USDA Rural Dev	2,293,000.00	
Interest Payable-Bonds	50,107.00	
	-----	
Total Long-Term Liabilities		2,343,107.00

Other Liabilities

Net Pension Liability	2,667,493.00	
Deferred Inflows of Resources	( 292,335.00)	
	-----	
Total Other Liabilities		2,375,158.00

Total Liabilities 5,248,829.04

Equity

	( 15,525.00)	
Invested in Capital Assets	6,176,386.84	



LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
Balance Sheet  
For the Accounting Period: 3 / 23

Combined Funds

Resserve-RDA Surcharge	163,351.46	
Reserve-Capacity Charges	1,357,493.83	
Capital Fund-Retained Earnings	2,547,965.54	
Conversion Balancing	26.00	
CURRENT YEAR INCOME/(LOSS)	139,635.86	
	-----	
Total Equity		10,369,334.53
		-----
Total Liabilities & Equity		15,618,163.57

LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
Quarterly Income Statement  
For the Year 2022-2023

53 Sewer

Account Object	Description	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Current YTD	Budget	Variance
<b>Revenue</b>								
41100	Sewer Service Charge	416,847.33		417,114.55		1,251,080.33		-417,408.67
			417,118.45				1,668,489.00	
41150	Pumping Charge	31,849.21		31,876.08		95,580.79		-31,881.21
			31,855.50				127,462.00	
41200	Kelly Ridge Pumping Chg (			25,378.65		25,378.65		-19,621.35
							45,000.00	
41300	Connection Fee	200.00		200.00		400.00		400.00
41350	Other Services	6,525.52		110.00		6,887.30		6,887.30
			251.78					
	<b>Total Revenue</b>	<b>455,422.06</b>		<b>474,679.28</b>		<b>1,379,327.07</b>		<b>-461,623.93</b>
			<b>449,225.73</b>				<b>1,840,951.00</b>	
<b>Expenses</b>								
51000	<b>Administration</b>							
60100	Salaries & Wages	66,715.28		58,520.73		207,903.67		49,252.33
			72,391.29		10,276.37		257,156.00	
60200	Sick Time Buy Back			1,098.02		1,098.02		1,901.98
							3,000.00	
62100	Health Insurance	18,263.28		15,792.42		55,066.20		16,933.80
			18,378.43		2,632.07		72,000.00	
62150	HSA PAYABLE	1,249.98		833.32		3,333.28		1,666.72
			1,249.98				5,000.00	
62200	Dental Insurance	1,023.54		877.32		3,070.62		1,045.38
			1,023.54		146.22		4,116.00	
62250	Life Insurance	118.23		101.34		354.69		80.31
			118.23		16.89		435.00	
62300	Vision Insurance	125.00				314.00		2,686.00
			189.00				3,000.00	
62400	Deferred Comp 457	1,307.37		1,169.31		4,099.26		920.74
			1,420.91		201.67		5,020.00	
62450	CALPERS Contribution	43,254.53		33,393.76		103,632.45		37,835.55
			25,836.47		1,147.69		141,468.00	
62500	Workers Comp Ins.	-697.05		1,158.15		692.73		2,237.27
			231.63				2,930.00	
62550	Payroll Taxes/Ins.	4,925.86		4,802.27		15,862.95		4,412.05
			5,360.01		774.81		20,275.00	
	<b>Total Account</b>	<b>136,286.02</b>		<b>117,746.64</b>		<b>395,427.87</b>		<b>118,972.13</b>
			<b>126,199.49</b>		<b>15,195.72</b>		<b>514,400.00</b>	
51100	<b>Director</b>							
60100	Salaries & Wages	6,000.00		6,000.00		18,000.00		6,000.00
			6,000.00				24,000.00	
62300	Vision Insurance			139.35		1,811.80		3,188.20
			1,672.45				5,000.00	

LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
Quarterly Income Statement  
For the Year 2022-2023

53 Sewer

Account Object	Description	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Current YTD	Budget	Variance
	62550 Payroll Taxes/Ins.	555.00		555.00		1,665.00		171.00
			555.00				1,836.00	
	Total Account	6,555.00		6,694.35		21,476.80		9,359.20
			8,227.45				30,836.00	
57000	General Operating							
	64100 Engineering Services	495.00		9,080.47		13,370.47		26,629.53
			3,795.00				40,000.00	
	64150 Legal Services	4,928.00		13,130.39		22,293.39		1,706.61
			4,235.00				24,000.00	
	64200 Accounting/Audit Services	700.00		1,225.00		20,000.00		6,600.00
			18,075.00				26,600.00	
	64250 Insurance	12,364.98		20,608.30		37,094.94		12,860.06
			4,121.66				49,955.00	
	64300 Software Licenses, Annual	10,588.64		22,005.00		39,881.05		-19,881.05
			7,287.41				20,000.00	
	65100 Office Utilities	3,345.24		5,428.38		12,236.04		3,363.96
			3,462.42				15,600.00	
	65150 Shop/Yard Utilities	2,101.19		1,956.80		5,684.83		4,235.17
			1,626.84				9,920.00	
	66100 Office Supplies & Expense	880.39		1,017.21		3,562.33		3,937.67
			1,664.73				7,500.00	
	66102 BILLING AND PAYMENT PROCE	6,119.00		5,156.06		21,556.47		7,443.53
			10,281.41				29,000.00	
	66150 Office Equipment	1,104.85		1,703.02		3,918.90		16,081.10
			1,111.03				20,000.00	
	66200 Building & Yard Repairs /	238.13		2,395.53		2,839.90		10,160.10
			206.24				13,000.00	
	66250 Small Tools & Consumables	105.00		117.23		362.72		22,337.28
			140.49				22,700.00	
	66350 Outside services	2,570.37		7,386.06		14,139.73		-4,984.73
			4,183.30				9,155.00	
	67100 Education & Training	5,164.48		125.00		5,289.48		6,710.52
							12,000.00	
	67150 Membership/Subscriptions	2,447.11		-2,053.48		7,931.46		1,068.54
			7,537.83				9,000.00	
	67200 Permits & Licenses			52.50		5,609.95		8,540.05
			5,557.45				14,150.00	
	67250 Travel, Meals & Entertain	1,635.16		1,404.19		3,785.33		-785.33
			745.98				3,000.00	
	67300 Elections					1,044.04		3,955.96
			1,044.04				5,000.00	
	67350 Bank and collection fees	22.75		3,847.45		3,870.20		6,929.80
							10,800.00	
	67400 Safety Training							500.00
							500.00	
	67450 Environmental							3,000.00
							3,000.00	
	67550 LAFCo Operating Fees	2,656.94				2,656.94		-156.94
							2,500.00	

LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
Quarterly Income Statement  
For the Year 2022-2023

53 Sewer

Account Object	Description	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Current YTD	Budget	Variance
69155	Propane						200.00	200.00
	Total Account	57,467.23		94,585.11		227,128.17		120,451.83
			75,075.83				347,580.00	
58000	Field							
60100	Salaries & Wages	64,341.02		56,979.88		197,102.65		115,681.35
			66,154.50		9,627.25		312,784.00	
60200	Sick Time Buy Back						1,500.00	1,500.00
61150	Standby Wages	1,693.46		1,436.45		5,056.08		1,443.92
			1,667.64		258.53		6,500.00	
61200	Reoccurring Overtime Wages	5,020.36		4,472.70		15,590.92		4,409.08
			5,403.63		694.23		20,000.00	
61250	Call-Out OT - Not VV	1,065.18		896.89		2,873.23		126.77
			741.68		169.48		3,000.00	
61351	Villa Verona Overtime	199.47		261.55		941.31		1,558.69
			306.73		173.56		2,500.00	
62100	Health Insurance	5,366.83		4,680.36		16,260.93		28,239.07
			5,433.68		780.06		44,500.00	
62150	HSA PAYABLE	1,249.98		833.32		3,333.28		1,666.72
			1,249.98				5,000.00	
62200	Dental Insurance	379.14		324.99		1,137.42		2,362.58
			379.14		54.15		3,500.00	
62250	Life Insurance	104.86		89.88		314.58		385.42
			104.86		14.98		700.00	
62300	Vision Insurance	159.99				159.99		4,840.01
							5,000.00	
62400	Deferred Comp 457	1,419.44		1,257.85		4,350.46		2,539.54
			1,458.55		214.62		6,890.00	
62450	CALPERS Contribution	24,065.05		18,864.22		58,996.26		20,753.74
			15,166.71		900.28		79,750.00	
62500	Workers Comp Ins.	-3,693.29		9,370.00		7,550.71		16,154.29
			1,874.00				23,705.00	
62550	Payroll Taxes/Ins.	5,423.45		5,253.36		17,069.69		14,430.31
			5,572.99		819.89		31,500.00	
63500	Boots and Uniforms			167.85		287.42		4,212.58
			119.57				4,500.00	
63502	Boots& Uniforms-Broderson						550.00	550.00
63506	Boots & Uniforms - VICTOR					299.83	550.00	250.17
			299.83				550.00	
63507	Boots & Uniforms - PETERS	229.17				229.17	550.00	320.83
							550.00	
63508	Boots & Uniforms - DAVIS					233.76	550.00	316.24
			233.76				550.00	
64100	Engineering Services	330.00				13,777.50		-13,777.50
			13,447.50					
64300	Software Licenses, Annual	3,372.50		-1,995.00		4,537.50		15,462.50
			3,160.00				20,000.00	

LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
Quarterly Income Statement  
For the Year 2022-2023

53 Sewer

Account Object	Description	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Current YTD	Budget	Variance
65175	PUMP STATION UTILITIES	15,059.98		21,189.80		47,257.47		17,547.53
			11,007.69				64,805.00	
66250	Small Tools & Consumables	312.22		288.47		2,578.06		20,421.94
			1,977.37				23,000.00	
66300	Safety Supplies	263.40		443.58		1,498.48		8,501.52
			791.50				10,000.00	
66350	Outside services	112.95		1,378.00		2,007.95		7,992.05
			517.00				10,000.00	
67100	Education & Training			113.73		113.73		-113.73
67150	Membership/Subscriptions	4,000.00		2,310.28		6,310.28		-1,310.28
							5,000.00	
67400	Safety Training	3,049.00		712.59		3,761.59		8,238.41
							12,000.00	
68100	Routine Operations & Main	5,108.14		520.04		8,827.40		172.60
			3,199.22				9,000.00	
68125	REPAIRS AND MAINTENANCE O	7,864.42		66,067.08		81,429.80		-5,429.80
			7,498.30				76,000.00	
68150	I & I Operations & Mainte			987.86		1,043.70		28,956.30
			55.84				30,000.00	
68650	VV Operations & Maintenanc	13,534.82		387.97		21,085.79		-21,085.79
			7,163.00					
68900	PSPS Operations & Mainten						5,000.00	5,000.00
69100	Diesel Fuel	4,013.13		1,985.21		5,998.34		11,501.66
							17,500.00	
69150	Gasoline	5,688.30		3,577.33		13,697.32		2,802.68
			4,431.69				16,500.00	
69155	Propane	38.59				38.59		-38.59
69250	Heavy Equipment Repairs &	215.81		5,406.68		5,622.49		6,377.51
							12,000.00	
69300	Auto Repairs & Maintenanc	4,130.35		3,112.75		7,661.66		4,338.34
			418.56				12,000.00	
	Total Account	174,117.72		211,375.67		559,035.34		317,298.66
			159,834.92		13,707.03		876,334.00	
	Total Expenses	374,425.97		430,401.77		1,203,068.18		566,081.82
			369,337.69		28,902.75		1,769,150.00	
	Net Income from Operation	80,996.09		44,277.51		176,258.89		
			79,888.04		-28,902.75			

LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
Quarterly Income Statement  
For the Year 2022-2023

53 Sewer

Account Object	Description	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Current YTD	Budget	Variance
<b>Other Revenue</b>								
47100	Capacity Charge	4,777.00				4,777.00		4,777.00
47150	Sewer Service Late Fees	20,511.57		-164.16		37,788.92		37,788.92
47200	Interest		17,530.40		-88.89			
47250	RD Surcharge	10,574.14		21,797.08		50,478.12	10,000.00	40,478.12
47350	Current Sec Taxes	90,596.10		90,650.00		271,837.30	362,620.00	-90,782.70
47400	Current Unsec Tax	21,777.39		208,544.58		230,321.97	342,403.00	-112,081.03
47450	Prior Unsec Tax	44.32		1,015.26		18,231.87	17,000.00	1,231.87
47475	SUPPLEMENTAL APPORTIONMEN	26.27		87.78		484.07	1,000.00	-515.93
47500	Other Taxes		370.02				3,000.00	
47872	SC-OR Pre Annexation Capa			2,023.51		5,116.90		2,116.90
49000	Other Income		3,093.39				3,000.00	
		570.16		969.03		2,226.30	3,000.00	-773.70
			687.11					
			5,000.00			5,000.00		5,000.00
		4,555.00		45.00		4,695.00		4,695.00
			95.00					
	<b>Total Other Revenue</b>	153,431.95		324,968.08		630,957.45		-108,065.55
			152,646.31		-88.89		739,023.00	
<b>Other Expenses</b>								
81000	Capital Outlay							
81110	Equipment Purchase	56,000.00		63,531.62		573,719.91	630,220.00	56,500.09
81200	District Projects-CIP		454,188.29				619,280.00	619,280.00
	<b>Total Account</b>	56,000.00		63,531.62		573,719.91	619,280.00	675,780.09
			454,188.29				1,249,500.00	
85000	Debt Service							
85200	Loan Principal						65,000.00	65,000.00
85250	Loan Interest Expense	50,107.50		48,726.25		98,833.75	98,834.00	0.25
	<b>Total Account</b>	50,107.50		48,726.25		98,833.75	163,834.00	65,000.25
87000	Other Expense							
74400	Depreciation						556,000.00	556,000.00
							556,000.00	

LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
Quarterly Income Statement  
For the Year 2022-2023

53 Sewer

Account Object	Description	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Current YTD	Budget	Variance
	Total Account						556,000.00	556,000.00
	Total Other Expenses	106,107.50	454,188.29	112,257.87		672,553.66	1,969,334.00	1,296,780.34
	Net Income	128,320.54	-221,653.94	256,987.72		134,662.68		-28,991.64

LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
Quarterly Income Statement  
For the Year 2022-2023

57 LEAP GRANT

Account Object	Description	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Current YTD	Budget	Variance
<b>Expenses</b>								
55100	LEAP GRANT							
	64100 Engineering Services			6,542.50		18,422.50		23,164.50
			11,880.00				41,587.00	
	64152 SURVEYING SERVICES	9,121.44				14,885.20		44,851.80
			5,763.76				59,737.00	
	67450 Environmental							160,000.00
							160,000.00	
	Total Account	9,121.44		6,542.50		33,307.70		228,016.30
			17,643.76				261,324.00	
58000	Field							
	66350 Outside services					706.14		-706.14
			706.14					
	Total Account					706.14		-706.14
			706.14					
	Total Expenses	9,121.44		6,542.50		34,013.84		227,310.16
			18,349.90				261,324.00	
	Net Income from Operation	-9,121.44		-6,542.50		-34,013.84		
			-18,349.90					
<b>Other Revenue</b>								
	48000 GRANT REVENUE					14,896.44		14,896.44
			14,896.44					
	Total Other Revenue					14,896.44		14,896.44
			14,896.44				0.00	
	Net Income	-9,121.44		-6,542.50		-19,117.40		
			-3,453.46					



LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
Quarterly Income Statement  
For the Year 2022-2023

58 REAP GRANT

Account Object	Description	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Current YTD	Budget	Variance
<b>Expenses</b>								
55200	REAP GRANT							
	64100 Engineering Services			4,975.00		13,225.00		17,732.00
			8,250.00				30,957.00	
	64152 SURVEYING SERVICES	5,590.56				7,659.80		40,257.20
			2,069.24				47,917.00	
	67450 Environmental							120,960.00
							120,960.00	
	Total Account	5,590.56		4,975.00		20,884.80		178,949.20
			10,319.24				199,834.00	
58000	Field							
	66350 Outside services					316.82		-316.82
			316.82					
	Total Account					316.82		-316.82
			316.82					
	Total Expenses	5,590.56		4,975.00		21,201.62		178,632.38
			10,636.06				199,834.00	
	Net Income from Operation	-5,590.56		-4,975.00		-21,201.62		
			-10,636.06					
<b>Other Revenue</b>								
	48000 GRANT REVENUE					16,810.56		16,810.56
			16,810.56					
	Total Other Revenue					16,810.56		16,810.56
			16,810.56				0.00	
	Net Income	-5,590.56		-4,975.00		-4,391.06		
			6,174.50					

LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT  
Quarterly Income Statement  
For the Year 2022-2023

62 PALERMO WASTEWATER CONSOLIDATION

Account Object	Description	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Current YTD	Budget	Variance
<b>Expenses</b>								
57000	General Operating							
	64100 Engineering Services			510.00		510.00		-510.00
	Total Account			510.00		510.00		-510.00
	Total Expenses			510.00		510.00	0.00	-510.00
	Net Income from Operation			-510.00		-510.00		
	Net Income			-510.00		-510.00		



## **Manager's Report**

**To:** Board of Directors  
**From:** David Goyer, General Manager  
**Date:** April 11, 2023

**RE:** Item #7 – LAFCo and SC-OR Reports

### **7.1 LAFCo**

### **7.2 SC-OR**

Please see attached March Agenda and flow reports for SC-OR (if available).  
Board Members', Manager, and Staff Comments

# **MINUTES OF THE REGULAR MEETING OF THE SEWERAGE COMMISSION - OROVILLE REGION**

(Held at the Commission office on March 28, 2023 at 5:00 p.m.)

## **1. Call to Order ❖**

Chairwoman Mastelotto called the meeting to order at 5:00 p.m.

## **2. Roll Call ❖**

Commissioners present were Commissioners Mastelotto and Salvucci from the Lake Oroville Area Public Utility District, Pittman and Thomson from the City of Oroville, Taggart and Wristen from the Thermalito Water and Sewer District. Staff present was Manager Glen Sturdevant, Plant Supervisor Mikah Salsi and Attorney Jones.

## **3. Salute to the Flag ❖**

Commissioner Mastelotto led the commissioners and staff in the salute to the flag.

## **4. Acknowledgment of Visitors ❖**

None

## **5. Board Meeting Minutes of the Regular Meeting held on February 28, 2023 and the Special Meeting of March 8, 2023. ❖**

Upon motion by Commissioner Wristen to approve the minutes of the meetings, and seconded by Commissioner Taggart, the minutes of the February 28, 2023 regular meeting and the March 8, 2023 special meeting were unanimously approved.

## **6. Authorization of Warrants ❖**

Commissioner Pittman met with Manager Sturdevant and reviewed the warrants, and found everything to be in order. Warrants 28012-28072 in the total amount of \$339,143.41 from March 1, 2023 to March 28, 2023, including Commissioner fees and electronic fund transfers, were ordered paid.

## **7. Fiscal Reports ❖**

Manager Sturdevant stated the fiscal reports for February 2023 were in the packets for review. There were no questions expressed and nothing further to report.

## **8. Closed Session**

The Commission adjourned to closed session at 5:03 pm and reconvened to open session at 5:06 pm. Chairwoman Mastelotto stated that there was only discussion in closed session, and no direction was given.

## **9. Consider Awarding Contract for Underground Electrical Work for the De-Chlorination Station ❖**

Manager Sturdevant reported on our need to build the Bi-sulfite station due to our issues with getting gas for de-chlorination. We have already awarded a contract to build the concrete structure and install the piping underneath the slab, but this contract is to install the conduit for controls for the pumps and the future hypochlorite system. We are asking for the contract to be approved for a total of \$25,000. The bid was \$22,690, but he added a 10% contingency in case there is anything unforeseen.

A motion was made by Commissioner Taggart to accept the bid from Cascade Electric for an amount not to exceed \$25,000. The motion was seconded by Commissioner Wristen, and passed by the following vote: Taggart – Yes, Mastelotto – Yes, Pittman – Yes.

## **10. Consider Awarding Contract for Grant Administration Oversight ❖**

Manager Sturdevant said that we are receiving a grant of CDBG funds through the County from the State, and because of the onerous process the County highly recommends that we hire a grant administrator. Adams Ashby Group was the only firm that submitted a Proposal, and we believe that they are a good firm and meets all of the HCD requirements. We had a panel to grade their proposal, which consisted of Amy Bergstrand from the City of Oroville, Jayme Boucher from TWSD, Tracy Davis from the County of Butte, and Mikah Salsi and I from SC-OR. It was unanimously agreed that Adams Ashby was a great firm and more than qualified to be our grant administrator. We are asking you to approve their contract for an amount not to exceed \$163,725. Chairperson Mastelotto stated that the proposal lists hours to perform the work on the grant administration; if the hours are less than listed will the cost be cheaper, and if they are more is it more expensive? Mikah Salsi said that they would bill for additional hours, or the cost would be less if the hours are less.

Dave Pittman reported that he recently sat through HCD meetings in Washington DC, and he said he couldn't believe the number of details that they require at the federal level. Hiring someone to administer the grant is clearly the responsible thing to do.

A motion was made by Commissioner Taggart to award the Grant Administration oversight to Adams Ashby for an amount not to exceed \$163,725. The motion was seconded by Commissioner Pittman, and passed by the following vote: Taggart – Yes, Mastelotto – Yes, Pittman – Yes.

## **11. Attorney's Report ❖**

Attorney Ryan Jones thanked the Board for welcoming him. He said that Manager Sturdevant and Plant Supervisor Salsi have been great to work with.

## **12. Manager's Report ❖**

Manager Sturdevant reported that we are sending our Environmental Compliance Supervisor/Lab Technician, Kendra Morgan, to San Diego for some training. There will be significant changes in the lab in the next couple of years because of ELAP (the lab regulatory body in California) requirement changes. He will have a report at the next meeting of what she learned at the training.

The proposed budget was distributed for each commissioner to take and review. He asked that they please call with any questions. There is a 12.57% increase in this budget over last year due to all costs going up. It will be agendized for adoption next month if there are no questions. Commissioner Pittman mentioned that PG&E costs alone have drastically increased. Manager Sturdevant stated that we used less electricity last year over the previous, and still paid \$50,000 more for power. There is another PG&E increase of 20% scheduled for April. Commissioner Thomson asked if we have considered upgrading our solar system. Manager Sturdevant said that is definitely being discussed to double our system during a phase of the upgrade to eliminate the annual true-up. He will bring that request to the Commission when the upgrade is under consideration.

## **13. Visitor Comments ❖**

None

## **14. Commissioner and Staff Comments ❖**

Commissioner Pittman brought up changing our meeting date, asking to consider moving it from Tuesday evenings back to Wednesday evenings. Manager Sturdevant said the date was changed to Tuesdays for our former Counsel, and our new Counsel would not mind if we moved it to Wednesday evenings. Commissioner Pittman said that Tuesday meetings sometimes conflict with the City Council special meetings. Manager Sturdevant will either agendize the change for consideration at the next regular meeting, but we may have a special meeting based on receiving grant funds—we need to approve that we will take the grant monies before the County will approve giving the grant funds—so he would agendize the meeting change for the special meeting if one is necessary.

**15. Adjournment ❖**

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There being no further business, the meeting was adjourned at 5:22 p.m. to the regular meeting scheduled for April 25, 2023 at 5:00 p.m.

Respectfully submitted,



GLENN E. STURDEVANT, CLERK

Draft

## Manager's Report

**To:** Board of Directors  
**From:** David Goyer, General Manager  
**Date:** April 11, 2023

**RE:** Item #8 – Board Members', Manager, and Staff Comments

### 8.1 Field Operations Activity Report

The March 2023 Field Operations Activity Report is included for your review and discussion.

Information only, no action to be taken at this time.

Attachment Included

### 8.2 General Manger's Report

Updates on ongoing activities:

- Follow up re: Request for variance at 195 Fairhill Drive
- River Ranch update
- Lincoln Family Apartments update
- APN 069-052-028 future development
- JPA Meeting 4/12/23
- LEAP & REAP CEQA deadline for submittals 4/14/23
- General Liability Insurance - Jim Cox
- Health Care Insurance – David Sayer
- Air Quality Control gas fuel tank upgrade
- Schedule subcommittee walk through and meeting date for 3515 Myers St. improvements and budget planning.

Information only, no action to be taken at this time.



# **FIELD OPERATIONS ACTIVITY REPORT**

## **MARCH 2023**

### **Meetings and Compliance**

- California State Water Resource Control Board: LOAPUD reported “ZERO” Sanitary Sewer Overflows for the Month of March 2023.
- Field Operations Crew On-line Safety Training: Special District Risk Management Authority- Fleet Program Vehicle Inspection & Maintenance for Large Vehicle Drivers and Health & Wellness.

### **General Updates**

- California State Parks at Loafer Creek Recreation Area: Assisted with a manhole I&I repair.
- Cascade Electric Inc: Preparing an estimate to assist with the electrical and signal wiring for the XiO SCADA systems.
- TESCO Controls Inc.: Annual EMASS Service scheduled for May 10<sup>th</sup> and 11<sup>th</sup> 2023.

### **I & I Repairs and Inspections**

- 12 manholes repaired, additional 102 inspected. 8 added to on-going repair list.
- On-going I&I inspections at various locations during rain events. Minor issues addressed upon finding.

### **New Permits and Connections, Estimates, Inquiries or Termination**

- 3350 Columbia Avenue: Permit issued for lateral replacements and separation of ADU.
- 1961 Clinton Avenue: Lower lateral replaced in roadway.
- 2418 A Street: Lateral capped at property line to prevent I&I.
- 3 Majhi Lane: Lateral cut and cap requested due to demolition of dwelling.

### **Lines Cleaned**

- 12,880' LF Cleaned with the Combo Truck

### **CCTV Work**

- 3,606' LF Televised

### **Maintenance, Repairs and Misc**

- New tires installed on the off-road line cleaning easement machine.
- 1993 Ford Stand-by Pump Truck: New pump drive belts replaced due to age.
- 2000 John Deere 410 Back-Hoe: Flat tire repaired.
- 1999 F-450 Flatbed: New batteries installed.

- 2012 Peterbilt Pump Truck: Battery disconnect switch installed.
- Bidwell Canyon L1, L2, L3, and Vista Del Cerro Lift Stations: Wet-wells cleaned of debris with the Combo Vac Truck.
- New E.R.V. (Emergency Relief Valve) for the 1000gal fuel tank installed.
- On-going weed abatement for all District facilities.
- Bidwell Canyon L1 Lift Station: New pump rotating assemblies and Eradicator wear plates installed on both pumps. Increased efficiency from approximately 215gpm to 340gpm.

**Primary System Service Calls/O.T. Call Outs**

- Service Calls- 2: (1) Concerned property owner reported “oil” in a ditch located in front of their home, investigated and notified Butte County Environmental Health. (1) Report of water leaking from under home and down a street. Inspected to find it was run-off from current storms.
- O.T. Call Outs- 4: (2) Bidwell Canyon L-3 L/S, ragging issues with pumps. (2) Power failures in Kelly Ridge area.

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

- Service Calls- 5: All tanks serviced and/or pumped.
- O.T. Call Outs- 1: Tank was serviced, pumping not required.

**Fuel Consumption**

- Gasoline: 341.4gals (Last Mo. 316.8gals)
- Diesel: 347.5gals (Last Mo. 188.8gals)

gals = gallons  
 gpm = gallons per minute  
 LF = Linear Feet  
 Ft = Feet  
 L/S = Lift Station  
 I&I = Inflow & Infiltration  
 ADU = 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:** April 11, 2023

**RE:** Item #9 – Future Agenda Items