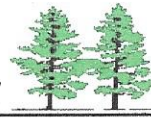


RIVER PINES PUBLIC UTILITY DISTRICT



Wednesday, October 19, 2016
ACTION MINUTES

1. **CALL TO ORDER:** The meeting was called to order by Chairman Landgraf at 5:34 p.m.

2. **ROLL CALL/MEMBERS PRESENT:**

Chairman Cathy Landgraf
Director Rene' Walden-Qualls
Director Anita Ebbinghausen
Director Michael Gardner
Director Richard Miller

Candi Bingham, General Manager

ABSENT: None

3. **PLEDGE OF ALLEGIANCE:** Chairman Landgraf led the Pledge of Allegiance.

4. **AGENDA: M/S Gardner/Ebbinghausen approve the agenda.**

Motion carried 5-0 with the following vote:

AYES: Ebbinghausen, Gardner, Landgraf, Walden-Qualls, Miller.
NOES: None.
ABSTAIN: None.
ABSENT: None

5. **PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA:**

None

6. **MINUTES: M/S Ebbinghausen/Walden-Qualls approve minutes with the following changes:**

Fix numbering 11, 12, 13.

Motion carried 5-0 with the following vote:

AYES: Ebbinghausen, Landgraf, Gardner, Walden-Qualls, Miller.
NOES: None.
ABSTAIN: None.
ABSENT: None.

7. **Monthly Financial Report: M/S Gardner/Miller as submitted with the following vote:**

Motion Carried 5-0 with the following Vote:

AYES: Ebbinghausen, Landgraf, Gardner, Walden-Qualls, Miller
NOES: None
ABSTAIN: None
ABSENT: None

8. EXPENDITURE REPORT: M/S Gardner/Walden-Qualls approve with following vote:

Motion carried 5-0 with the following vote:

AYES: Ebbinghausen, Landgraf, Gardner, Walden-Qualls, Miller.
NOES: None.
ABSTAIN: None.
ABSENT: None

9. MONTHLY OPERATIONS REPORT.

A. Monthly Water and Wastewater Operations Report – See Report

Plant Operator informed the Board that CALFIRE has started clearing the 30 acres where the sewer spray fields are located. He stated that they were doing a good job and should take them approximately six weeks to complete

Plant Operator also let the Board know that he was in the process of getting information and bids for a new pump and setup for the sewer pond. With the current pump, he only can draw down the sewer ponds a foot or so. With a new pump and proper system, he would then be able to draw the ponds down leaving approximately 18 inches in the ponds.

B. Monthly General Manager Report – See Report.

10. BOARD MATTERS:

A. **Jack Scroggs with KASL Engineering – Review Contract for the Development of Specs and Plans for the Distribution Project – Discuss and Approve**

Following a brief presentation from Jack Scroggs the Board of Directors unanimously approved the contract to hire KASL Engineering for the Specs and Plans for the Distribution Project.

M/S Gardner/Ebbinghausen approve the contract with KASL Engineering, with work to commence upon receipt of DWSRF Grant with the following vote:

Motion carried 5-0 with the following vote:

AYES Landgraf, Gardner, Ebbinghausen, Miller, Walden-Qualls
NOES None
ABSTAIN: None
ABSENT: None

B. **Results of the Survey Completed by Toma & Associates for the District Shop and Slow Sand Filter Area – Discussion and Possible Action.**

Following discussion between Board of Directors and Staff, it was the consensus of the Board to send a certified letter to the property owners adjacent to the District Parcels referred to in the survey. Such letter would ask them to review the survey results (which will be enclosed) and kindly move their belongings to their property within 30 days' receipt of notice.

C. **Handicap Access into Payment Door at the District Office – Discussion and Possible Action**

Board of Directors asked that GM collect a minimum of three (3) bids for the installation of a ramp and hand rails.

D. **Continued Item – Emigrant Trail Road Repair – Discussion and Possible Action**

The Board asked that the Plant Operator, for the time being, to put something over and around the exposed water lines. Plant Operator was also asked to keep an eye on the water line so that exposure is kept to a minimum.

E. Approve Amortization request for Account #73-031 – Discussion and Possible Action

GM stated that this account was in excellent standing. She also stated that the leak was hard to detect, which is why the bill was so high.

Board of Directors approved the Amortization of the September water bill over a six-month period. Period will begin with the October invoice which will include \$94.36 amortization amount for six (6) months or until paid in full, whichever occurs earliest.

M/S Gardner/Ebbinghausen with the following vote:

Motion carried 5-0 with the following vote:

AYES: Landgraf, Gardner, Ebbinghausen, Miller, Walden-Qualls
NOES: None
ABSTAIN: None
ABSENT: None

F. Unbilled Parcels – How far back should District bill once discovered – Discussion and Possible Action.

Board of Directors agreed to invoice back to the purchase date of the new property owner.

M/S Gardner/Ebbinghausen with the following vote:

Motion carried 5-0 with the following vote:

AYES: Landgraf, Gardner, Ebbinghausen, Miller, Walden-Qualls
NOES: None
ABSTAIN: None
ABSENT: None

G. Update on Board of Supervisors Meeting for CDBG Grant – Discussion

Chairman Landgraf reported that the attendance went well. She stated they asked a few questions in regards to the timeline of the project and if the River Pines District would be applying for the CDBG Construction Grant. She stated Jack Scroggs told them he did not think the District would need the funds. Chairman Landgraf asked the GM to follow up with the county to make sure they aware that we are intending to apply for the funds.

It was also stated that March/April of 2017 will be the time frame to apply for the grant, with funds available in 2018.

H. Update on Bylaws and Administrative Policies – Discussion

Director Walden-Qualls presented to Chairman Landgraf a working copy of the Bylaws along with District Laws, Procedures, etc. for review.

11. BOARD OF DIRECTORS COMMENTS/REPORTS:

A. Capital Improvements and general repairs necessary at the District. Continued Item.

None now

12. COMMITTEE COMMENTS/REPORTS: None.

13. FUTURE AGENDA TOPICS:

14. ADJOURNMENT: The meeting adjourned at 7:50 p.m.

Respectively submitted,
Candi Bingham, Acting Board Clerk

DRAFT

River Pines Public Utility District
Profit & Loss by Class
October 2016

	Sewer	Water	TOTAL
Ordinary Income/Expense			
Income			
Base Fee Income			
Sewer	* 7,997.47	0.00	7,997.47
Stanby	380.00	380.00	760.00
Voluntary Lock-Off	105.00	105.00	210.00
Water	0.00	11,636.68	11,636.68
Total Base Fee Income	8,482.47	12,121.68	20,604.15
Interest Income	0.66	2.08	2.74
Town Hall Rental	40.00	40.00	80.00
Variable Income			
Door Hanger Fee	0.00	144.50	144.50
Late Fees	* -1,182.74	-1,182.74	-2,365.48
Service Connection Fee	32.86	32.89	65.75
Water - Usage	0.00	1,732.55	1,732.55
Total Variable Income	-1,149.88	727.20	-422.68
Total Income	7,373.25	12,890.96	20,264.21
Gross Profit	7,373.25	12,890.96	20,264.21
Expense			
Bank Charges			
60400 - Bank Service Charges	36.00	0.00	36.00
Total Bank Charges	36.00	0.00	36.00
Board Members			
Stipends	187.50	187.50	375.00
Total Board Members	187.50	187.50	375.00
Contracted Expenses			
Manager	2,249.99	2,250.01	4,500.00
Total Contracted Expenses	2,249.99	2,250.01	4,500.00
Employees			
Medical Insurance			
Field	415.58	415.58	831.16
Total Medical Insurance	415.58	415.58	831.16
Payroll Expense			
Field Payroll	2,642.70	2,674.62	5,317.32
Payroll Taxes - Employer's	202.16	202.18	404.34
Total Payroll Expense	2,844.86	2,876.80	5,721.66
Reimbursements			
Phone	27.00	27.00	54.00
Total Reimbursements	27.00	27.00	54.00
Retirement - Field	129.01	129.01	258.02
Total Employees	3,416.45	3,448.39	6,864.84
Sewer Expenses			
Alarm Monitoring	780.50	0.00	780.50
Amador Water Agency - Repairs	1,894.49	120.00	2,014.49
Electricity - Sewer	1,505.58	0.00	1,505.58
Sewer - Parts/Supplies	111.21	0.00	111.21
Telephone - Sewer	76.06	0.00	76.06
Testing - Sewer	60.00	0.00	60.00
Total Sewer Expenses	4,427.84	120.00	4,547.84
Town Hall Expenses			

River Pines Public Utility District
Profit & Loss by Class
October 2016

	Sewer	Water	TOTAL
Janitorial	120.00	120.00	240.00
Total Town Hall Expenses	120.00	120.00	240.00
Void - Misprint	0.00	0.00	0.00
Water Expenses			
Alarm Monitoring	0.00	334.50	334.50
Amador Water Agency - Repairs	120.00	0.00	120.00
Chlorine	0.00	227.94	227.94
Electricity - Water	0.00	1,130.69	1,130.69
Supplies	0.00	898.52	898.52
Telephone - Water	0.00	78.37	78.37
Water Testing	0.00	691.00	691.00
Total Water Expenses	120.00	3,361.02	3,481.02
64900 · Office Expenses			
Membership Dues	12.50	12.50	25.00
Postage/Shipping	70.50	70.50	141.00
Software	7.49	7.50	14.99
Supplies	197.17	197.19	394.36
Total 64900 · Office Expenses	287.66	287.69	575.35
66700 · Professional Fees			
Legal Fees	99.50	99.50	199.00
Payroll - Intuit	195.00	195.00	390.00
Security Service/Maintenance	140.00	140.00	280.00
Yearly Audit	1,850.00	1,850.00	3,700.00
Total 66700 · Professional Fees	2,284.50	2,284.50	4,569.00
68600 · Utilities			
Disposal	40.06	40.06	80.12
Electricity - Office	0.00	24.16	24.16
Electricity - Town Hall	24.16	0.00	24.16
Electricity - Street Lights	84.24	84.25	168.49
Internet	85.00	85.00	170.00
68100 · Telephone - Office	29.87	29.60	59.47
Total 68600 · Utilities	263.33	263.07	526.40
Total Expense	13,393.27	12,322.18	25,715.45
Net Ordinary Income	-6,020.02	568.78	-5,451.24
Other Income/Expense			
Other Expense			
Curb Side Chipping	7,082.00	7,082.00	14,164.00
Total Other Expense	7,082.00	7,082.00	14,164.00
Net Other Income	-7,082.00	-7,082.00	-14,164.00
Net Income	-13,102.02	-6,513.22	-19,615.24

River Pines Public Utility District

PO Box 70

River Pines, CA 95675

Credit Memo

Date	Credit No.
10/17/2016	63417

Customer

P.O. No.	Project

Description	Qty	Rate	Amount
Adjustment to billing - customer only has water		2,915.04	-2,915.04
Late Fee - Water (Non-Payment) - 10% on 30 days; 1.5% after 30 days.		1,430.96	-1,430.96
		1,430.96	-1,430.96
<p><i>Property was sold - new owner stated account had been billed for sewer but there is only water. Sup verified.</i></p> <p><i>Lien removal done.</i></p>			

Total	-5,776.96
Invoices	\$5,776.96
Balance Credit	\$0.00

River Pines Public Utility District
Balance Sheet
As of October 31, 2016

	Oct 31, 16
ASSETS	
Current Assets	
Checking/Savings	
Bank Accounts	
El Dorado Checking	20,704.09
El Dorado Checking-5866 SRAFPF	30,821.18
El Dorado Checking - 3101 Laif	557.59
El Dorado Savings - Deposits	27,138.32
Total Bank Accounts	79,221.18
California Bank & Trust - Water	19,382.92
Change Till	75.00
LAIF Investment Fund - Sewer	312,497.69
Total Checking/Savings	411,176.79
Accounts Receivable	
11000 · Accounts Receivable	81,753.91
Total Accounts Receivable	81,753.91
Other Current Assets	
12000 · Undeposited Funds	-842.28
Total Other Current Assets	-842.28
Total Current Assets	492,088.42
Fixed Assets	
Accumulated Depreciation	-1,015,908.00
Fixed Assets	
Building - Sewer	3,139.93
Building - Water	80,441.78
Equipment - Sewer	42,219.85
Equipment - Water	103,508.65
Land - Sewer	1,952.12
Land - Water	13,310.51
Office Equipment - Sewer	4,676.99
Office Equipment - Water	5,115.26
System - Sewer	603,941.83
System - Water	792,643.61
Total Fixed Assets	1,650,950.53
Work In Progress - SRAFPF	28,253.57
Total Fixed Assets	663,296.10
Other Assets	
Utility Encroachment - Deposit	828.18
Total Other Assets	828.18
TOTAL ASSETS	1,156,212.70
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-333.34
Total Accounts Payable	-333.34
Other Current Liabilities	
Payroll Taxes	-6.68
Security Deposits - 50/50 W/S	4,833.15
Vacation Payable - 50/50 W/S	8,120.57
Total Other Current Liabilities	12,947.04

River Pines Public Utility District
Balance Sheet
As of October 31, 2016

	<u>Oct 31, 16</u>
Total Current Liabilities	12,613.70
Long Term Liabilities	
Bank & Trust - Water	95,000.00
Deferred Grant Income	28,252.50
Total Long Term Liabilities	<u>123,252.50</u>
Total Liabilities	135,866.20
Equity	
32000 · Retained Earnings	984,632.75
Net Income	35,713.75
Total Equity	<u>1,020,346.50</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,156,212.70</u></u>

River Pines Public Utility District
Profit & Loss by Class
November 2016

	Sewer	Water	TOTAL
Ordinary Income/Expense			
Income			
Amador County Auditor's Warrant Unsecured Appointment	95.02	95.02	190.04
Total Amador County Auditor's Warr...	<u>95.02</u>	<u>95.02</u>	<u>190.04</u>
Base Fee Income			
Sewer	9,956.04	0.00	9,956.04
Stanby	375.00	375.00	750.00
Voluntary Lock-Off	105.00	105.00	210.00
Water	0.00	11,666.87	11,666.87
Total Base Fee Income	<u>10,436.04</u>	<u>12,146.87</u>	<u>22,582.91</u>
Interest Income	0.69	0.46	1.15
Town Hall Rental	70.00	70.00	140.00
Variable Income			
Door Hanger Fee	0.00	144.50	144.50
Late Fees	229.49	231.68	461.17
Reconnection Fee	0.00	240.00	240.00
Returned Check Fee	0.00	29.00	29.00
Water - Usage	0.00	1,350.03	1,350.03
Total Variable Income	<u>229.49</u>	<u>1,995.21</u>	<u>2,224.70</u>
Total Income	<u>10,831.24</u>	<u>14,307.56</u>	<u>25,138.80</u>
Gross Profit	<u>10,831.24</u>	<u>14,307.56</u>	<u>25,138.80</u>
Expense			
Contracted Expenses			
Manager	2,083.33	2,083.34	4,166.67
Total Contracted Expenses	<u>2,083.33</u>	<u>2,083.34</u>	<u>4,166.67</u>
Employees			
Medical Insurance			
Field	415.58	415.58	831.16
Total Medical Insurance	<u>415.58</u>	<u>415.58</u>	<u>831.16</u>
Payroll Expense			
Field Payroll	2,690.72	2,725.24	5,415.96
Payroll Taxes - Employer's	116.52	117.23	233.75
Total Payroll Expense	<u>2,807.24</u>	<u>2,842.47</u>	<u>5,649.71</u>
Retirement - Field	132.13	132.14	264.27
Total Employees	<u>3,354.95</u>	<u>3,390.19</u>	<u>6,745.14</u>
Sewer Expenses			
Alarm Monitoring	392.00	0.00	392.00
Electricity - Sewer	1,585.84	0.00	1,585.84
Excavating	237.50	0.00	237.50
Repairs/Maintenance	720.00	0.00	720.00
Sewer - Parts/Supplies	41.87	0.00	41.87
Telephone - Sewer	76.00	0.00	76.00
Testing - Sewer	60.00	0.00	60.00
Total Sewer Expenses	<u>3,113.21</u>	<u>0.00</u>	<u>3,113.21</u>
Town Hall Expenses			
Janitorial	120.00	120.00	240.00
Total Town Hall Expenses	<u>120.00</u>	<u>120.00</u>	<u>240.00</u>
Water Expenses			
Alarm Monitoring	0.00	168.00	168.00
Electricity - Water	0.00	1,261.36	1,261.36

River Pines Public Utility District
Profit & Loss by Class
November 2016

	Sewer	Water	TOTAL
Excavating	0.00		
Supplies	0.00	237.50	237.50
Telephone - Water	0.00	206.38	206.38
Water Testing	0.00	78.33	78.33
		518.00	518.00
Total Water Expenses	0.00	2,469.57	2,469.57
60200 · Automobile Expense			
District Vehicle - GPS	34.50	34.50	69.00
Gasoline	95.72	95.72	191.44
Total 60200 · Automobile Expense	130.22	130.22	260.44
64900 · Office Expenses			
Membership Dues	605.00	605.00	1,210.00
Postage/Shipping	26.73	26.74	53.47
Software	7.49	7.50	14.99
Supplies	4.29	4.30	8.59
Website Service	25.00	25.00	50.00
Total 64900 · Office Expenses	668.51	668.54	1,337.05
66700 · Professional Fees			
Legal Fees	99.50	99.50	199.00
Payroll - Intuit	0.00	-390.00	-390.00
Total 66700 · Professional Fees	99.50	-290.50	-191.00
68600 · Utilities			
Disposal	40.06	40.06	80.12
Electricity - Office	0.00	27.43	27.43
Electricity - Town Hall	27.43	0.00	27.43
Internet	85.00	85.00	170.00
68100 · Telephone - Office	29.79	29.80	59.59
Total 68600 · Utilities	182.28	182.29	364.57
Total Expense	9,752.00	8,753.65	18,505.65
Net Ordinary Income	1,079.24	5,553.91	6,633.15
Net Income	1,079.24	5,553.91	6,633.15

River Pines Public Utility District
Balance Sheet
As of November 30, 2016

	Nov 30, 16
ASSETS	
Current Assets	
Checking/Savings	
Bank Accounts	
El Dorado Checking	31,775.75
El Dorado Checking-5866 SRAFPF	30,821.95
El Dorado Checking - 3101 Laif	521.59
El Dorado Savings - Deposits	27,369.01
Total Bank Accounts	90,488.30
California Bank & Trust - Water	19,383.73
Change Till	75.00
LAIF Investment Fund - Sewer	312,497.69
Total Checking/Savings	422,444.72
Accounts Receivable	
11000 · Accounts Receivable	83,206.33
Total Accounts Receivable	83,206.33
Other Current Assets	
12000 · Undeposited Funds	-4,651.17
Total Other Current Assets	-4,651.17
Total Current Assets	500,999.88
Fixed Assets	
Accumulated Depreciation	-1,015,908.00
Fixed Assets	
Building - Sewer	3,139.93
Building - Water	80,441.78
Equipment - Sewer	42,219.85
Equipment - Water	103,508.65
Land - Sewer	1,952.12
Land - Water	13,310.51
Office Equipment - Sewer	4,676.99
Office Equipment - Water	5,115.26
System - Sewer	603,941.83
System - Water	792,643.61
Total Fixed Assets	1,650,950.53
Work In Progress - SRAFPF	28,253.57
Total Fixed Assets	663,296.10
Other Assets	
Utility Encroachment - Deposit	828.18
Total Other Assets	828.18
TOTAL ASSETS	1,165,124.16
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	2,152.04
Total Accounts Payable	2,152.04
Other Current Liabilities	
Payroll Taxes	-6.68
Security Deposits - 50/50 W/S	4,733.15
Vacation Payable - 50/50 W/S	8,120.57
Total Other Current Liabilities	12,847.04

River Pines Public Utility District
Balance Sheet
As of November 30, 2016

	Nov 30, 16
Total Current Liabilities	14,999.08
Long Term Liabilities	
Bank & Trust - Water	95,000.00
Deferred Grant Income	28,252.50
Total Long Term Liabilities	123,252.50
Total Liabilities	138,251.58
Equity	
32000 - Retained Earnings	984,632.75
Net Income	42,239.83
Total Equity	1,026,872.58
TOTAL LIABILITIES & EQUITY	1,165,124.16

River Pines Public Utility District

Account QuickReport-Board Meetings

As of November 30, 2016

Type	Date	Num	Name	Memo	Amount	Balance
Bank Accounts						
EI Dorado Checking						
Deposit	09/30/2016					27,049.78
Interest				Interest	0.35	27,049.78
Deposit	10/03/2016			Interest	0.50	27,050.13
Deposit	10/04/2016			Deposit	120.00	27,050.63
Check	10/06/2016	eft	Gregory. Guina	Deposit	317.37	27,488.00
Check	10/06/2016	eft	Tax Impound - State		-1,854.66	25,633.34
Check	10/06/2016	eft	Tax Impound - Fed...		-150.67	25,482.67
Deposit	10/06/2016			Deposit	-738.72	24,743.95
Deposit	10/07/2016			Deposit	355.57	25,099.52
Check	10/07/2016			Deposit	360.52	25,460.04
Bill Pmt -Check	10/11/2016	eft	Adobe PDF		-14.99	25,445.05
Bill Pmt -Check	10/11/2016	12390	Aces Waste Servic...	1175	-80.12	25,364.93
Bill Pmt -Check	10/11/2016	12391	Amador Water Age...	30018	-2,005.70	23,359.23
Bill Pmt -Check	10/11/2016	12392	AT&T - Water	209 245-4011 722 0	-78.37	23,280.86
Bill Pmt -Check	10/11/2016	12393	Brent Stewart	Alarm Monitoring - September 2016	-560.00	22,720.86
Bill Pmt -Check	10/11/2016	12394	california Laborator...	Services for September 2016	-751.00	21,969.86
Bill Pmt -Check	10/11/2016	12395	Candi Bingham	Services - October 2016	-2,083.33	19,886.53
Bill Pmt -Check	10/11/2016	12396	Chem Quip	Chlorine	-227.94	19,658.59
Bill Pmt -Check	10/11/2016	12397	Lemieux & O'Neill	Service for September 2016	-199.00	19,459.59
Bill Pmt -Check	10/11/2016	12398	Mission IT Solutions	Service for October 2016 - Security	-280.00	19,179.59
Bill Pmt -Check	10/11/2016	12399	NFS	RKE-005495 - Gregory Guina - September 2016	-258.02	18,921.57
Bill Pmt -Check	10/11/2016	12400	PG&E - Office/Tow...	6898952032-2	-48.32	18,873.25
Bill Pmt -Check	10/11/2016	12401	Ragg Mopp Janitorial	Janitorial - Town Hall - September 2016	-240.00	18,633.25
Bill Pmt -Check	10/11/2016	12402	SEIU	Period Ending 9/17/16	-31.92	18,601.33
Bill Pmt -Check	10/11/2016	12403	USA Bluebook	Customer No. 69752 - Water Meters	-898.52	17,702.81
Bill Pmt -Check	10/11/2016	12404	Amador Water Age...	30018	-240.00	17,462.81
Bill Pmt -Check	10/11/2016	12405	AT&T - Sewer	209 245-3984 701 9	-76.06	17,386.75
Bill Pmt -Check	10/11/2016	12406	PG&E - Water	3357284549-4	-220.15	17,166.60
Bill Pmt -Check	10/11/2016	12407	SEIU	Period Ending 10/1/16	-33.54	17,133.06
Bill Pmt -Check	10/11/2016	12408	PG&E - Water 2	2458584137-2	-910.54	16,222.52
Bill Pmt -Check	10/11/2016	12418	Anthem Blue Cross	208217	-831.16	15,391.36
Bill Pmt -Check	10/11/2016	12419	PG&E - Sewer	8721806002-5	-1,505.58	13,885.78
Check	10/11/2016	12409	Void		0.00	13,885.78
Check	10/11/2016	12410	Void		0.00	13,885.78
Check	10/11/2016	12411	Void		0.00	13,885.78
Check	10/11/2016	12412	Void		0.00	13,885.78
Check	10/11/2016	12413	Void		0.00	13,885.78
Check	10/11/2016	12414	Void		0.00	13,885.78
Check	10/11/2016	12415	Void		0.00	13,885.78
Check	10/11/2016	12416	Void		0.00	13,885.78
Check	10/11/2016	12417	Void		0.00	13,885.78
Check	10/11/2016	eft	Rocky Ridge Wirele...	October Internet Services - 2016	0.00	13,885.78
Deposit	10/12/2016			Deposit	-170.00	13,715.78
Deposit	10/12/2016			Deposit	8,531.31	22,247.09
Deposit	10/18/2016			Deposit	119.85	22,366.94
Check	10/19/2016	debit	Amazon	Ink Cartridge/Invoicing Envelopes/2017 Calendar/C...	300.00	22,666.94
Check	10/19/2016	eft	Gregory. Guina		-280.11	22,386.83
Check	10/19/2016	eft	Tax Impound - State		-1,923.31	20,463.52
Check	10/19/2016				-164.58	20,298.94

River Pines Public Utility District Account QuickReport-Board Meetings As of November 30, 2016

Type	Date	Num	Name	Memo	Amount	Balance
Check	10/19/2016	eft	Tax Impound - Fed...			19,509.85
Check	10/19/2016	debit	Amazon		-789.09	19,395.60
Bill Pmt -Check	10/19/2016	12420	Anita Ebbinghausen	Ink Cartridge	-114.25	19,320.60
Bill Pmt -Check	10/19/2016	12421	Brent Stewart, P.E.	Stipend - October 2016	-75.00	18,765.60
Bill Pmt -Check	10/19/2016	12422	California Bank & T...	Alarm Monitoring - September 2016	-555.00	17,875.60
Bill Pmt -Check	10/19/2016	12423	Cathy Landgraf	1030264749	-890.00	17,800.60
Bill Pmt -Check	10/19/2016	12424	Gold Country Regio...	October 2016 - Stipend	-75.00	17,775.60
Bill Pmt -Check	10/19/2016	12425	Michael Gardner	2016-2017 Dues	-25.00	17,700.60
Bill Pmt -Check	10/19/2016	12426	PG&E - Street Lights	Stipend - October 016	-75.00	17,532.11
Bill Pmt -Check	10/19/2016	12427	Rene Walden-Qualls	7368064062-7	-168.49	17,457.11
Bill Pmt -Check	10/19/2016	12428	Richard Miller	Stipend - October 2016	-75.00	17,382.11
Bill Pmt -Check	10/19/2016	12429	Robert W. Johnson	Stipend - October 2016	-75.00	17,307.11
Bill Pmt -Check	10/19/2016	12430	SEIU	Audit - June 2016	-3,700.00	13,607.11
Deposit	10/19/2016			Period Ending October 15, 2016	-35.17	13,646.94
Deposit	10/19/2016			Deposit	180.85	13,827.79
Deposit	10/20/2016			Deposit	383.99	14,211.78
Deposit	10/20/2016			Deposit	7,565.46	21,777.24
Check	10/20/2016	eft	Intuit	Payroll - Will Be Refunded - Cancelled	247.97	22,025.21
Deposit	10/21/2016			Deposit	-390.00	21,635.21
Deposit	10/24/2016			Deposit	327.64	21,962.85
Check	10/24/2016	debit	USPS	Postage	696.97	22,659.82
Check	10/25/2016			Deposit	-141.00	22,518.82
Check	10/26/2016			Deposit	143.86	22,662.68
Deposit	10/26/2016			Deposit	-59.74	22,602.94
Bill Pmt -Check	10/27/2016	12431	Candi Bingham	Deposit	260.26	22,863.20
Bill Pmt -Check	10/27/2016	12432	Gregory Guina	November 1, 2016 Services	-2,416.67	20,446.53
Deposit	10/27/2016			Phone Reimbursement - November 2016	-54.00	20,392.53
Deposit	10/28/2016			Deposit	130.06	20,522.59
Deposit	10/31/2016			Deposit	150.00	20,672.59
Deposit	10/31/2016			Interest	31.00	20,703.59
Deposit	11/01/2016			Deposit	0.50	20,704.09
Deposit	11/01/2016			Deposit	5,357.25	26,061.34
Deposit	11/02/2016			Deposit	243.14	26,304.48
Check	11/03/2016	eft	Gregory. Guina	180.00	248.87	26,484.48
Check	11/03/2016	eft	Tax Impound - State	248.87	-1,948.60	24,784.75
Check	11/03/2016	eft	Tax Impound - Fed...	-169.70	-169.70	24,615.05
Deposit	11/04/2016	eft	Adobe PDF	Deposit	-807.64	23,807.41
Deposit	11/07/2016			Deposit	120.00	23,927.41
Check	11/08/2016			Deposit	-14.99	23,912.42
Bill Pmt -Check	11/08/2016	12433	Rocky Ridge Wirele...	Deposit	347.82	24,260.24
Bill Pmt -Check	11/08/2016	12434	Aces Waste Servic...	October Internet Services - 2016	-170.00	24,090.24
Bill Pmt -Check	11/08/2016	12435	Anthem Blue Cross	1175	-80.12	24,010.12
Bill Pmt -Check	11/08/2016	12436	AT&T - Sewer	208217	-831.16	23,178.96
Bill Pmt -Check	11/08/2016	12437	Brent Stewart, P.E.	209 245-3984 701 9	-76.00	23,102.96
Bill Pmt -Check	11/08/2016	12438	C.S.D.A.	Alarm Monitoring - October 2016	-560.00	22,542.96
Bill Pmt -Check	11/08/2016	12439	california Laborator...	Renew Membership - 2017 Year	-1,210.00	21,332.96
Bill Pmt -Check	11/08/2016	12438	Candi Bingham	Water/Sewer Testing - October 2016	-578.00	20,754.96
Bill Pmt -Check	11/08/2016	12440	Cooper Controls	November 2016 - Less for hours not worked	-1,750.00	19,004.96
Bill Pmt -Check	11/08/2016			Waste Plant Flow Meter - Regular Maintenance	-720.00	18,284.96

River Pines Public Utility District Account QuickReport-Board Meetings As of November 30, 2016

Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Check	11/08/2016	12441	Dal Porto Excavating	Ground Maintenance - Slow Sand Filter	-475.00	17,809.96
Bill Pmt -Check	11/08/2016	12442	Lemieux & O'Neill	Services for October 2016	-199.00	17,610.96
Bill Pmt -Check	11/08/2016	12443	Lowe's		-19.69	17,591.27
Bill Pmt -Check	11/08/2016	12444	Mt. Aukum Store		-81.79	17,509.48
Bill Pmt -Check	11/08/2016	12445	NFS	RKE-005495 - Gregory Guina - October 2016	-264.27	17,245.21
Bill Pmt -Check	11/08/2016	12446	PG&E - Water 2	2458584137-2	-784.89	16,460.32
Bill Pmt -Check	11/08/2016	12447	Ragg Mopp Janitorial	Town Hall Janitorial - October 2016	-240.00	16,220.32
Bill Pmt -Check	11/08/2016	12448	SEIU	Period Ending 10/29/2016	-35.77	16,184.55
Bill Pmt -Check	11/08/2016	12449	AT&T - Water	209 245-4011 722 0	-78.33	16,106.22
Bill Pmt -Check	11/08/2016	12450	Mt. Aukum Store	Supplies/Gasoline - October 2016	-346.80	15,759.42
Bill Pmt -Check	11/08/2016	12451	PG&E - Sewer	8721806002-5	-1,585.84	14,173.58
Bill Pmt -Check	11/08/2016	12452	PG&E - Water	3357284549-4	-476.47	13,697.11
Bill Pmt -Check	11/08/2016	12453	PG&E - Office/Tow...	6898952032-2	-54.86	13,642.25
Check	11/09/2016	debit	USPS	Certified - Hook & 1 Roll of Stamps	-53.47	13,588.78
Deposit	11/09/2016	64125	Churchill, Beverly	Deposit	300.00	13,888.78
Invoice	11/09/2016	64125	Churchill, Beverly	Returned Check	-60.00	13,828.78
Deposit	11/09/2016			Returned Check	-60.00	13,768.78
Deposit	11/10/2016			Deposit	428.58	14,197.36
Deposit	11/10/2016			Deposit	5,770.78	19,968.14
Deposit	11/10/2016			Deposit	390.00	20,358.14
Deposit	11/14/2016			Deposit	178.28	20,536.42
Deposit	11/15/2016			Deposit	147.32	20,683.74
Deposit	11/16/2016			Deposit	231.08	20,914.82
Check	11/17/2016	eft	Gregory. Guina		-1,882.13	19,032.69
Check	11/17/2016	eft	Tax Impound - State		-156.23	18,876.46
Check	11/17/2016	eft	Tax Impound - Fed...		-758.86	18,117.60
Deposit	11/17/2016			Deposit	7,479.36	25,596.96
Deposit	11/18/2016			Deposit	118.21	25,715.17
Deposit	11/21/2016			Deposit	251.72	25,966.89
Deposit	11/22/2016			Deposit	5,355.61	31,322.50
Deposit	11/22/2016			Deposit	143.81	31,466.31
Check	11/22/2016	debit	Digital Deployment	District Website	-50.00	31,416.31
Deposit	11/23/2016			Deposit	90.00	31,506.31
Deposit	11/23/2016			Deposit	269.65	31,775.96
Deposit	11/25/2016			Deposit	26.90	31,802.86
Check	11/28/2016	eft	RingCentral	Office Phone	266.86	32,069.72
Check	11/28/2016	eft	GPS Tracking		-59.59	32,010.13
Invoice	11/30/2016	64124	Cardenas, Natalie	Returned Check	-69.00	31,941.13
Invoice	11/30/2016	64124	Cardenas, Natalie	Returned Check	-57.75	31,883.38
Invoice	11/30/2016	64124	Cardenas, Natalie	Bank Fee for Non-Sufficient Funds.	-98.09	31,785.29
Deposit	11/30/2016			Interest	-10.00	31,775.29
					0.46	31,775.75
Total El Dorado Checking					4,725.97	31,775.75
Total Bank Accounts					4,725.97	31,775.75
TOTAL					4,725.97	31,775.75

River Pines Public Utility District Operations Report

For Month of: October 2016

Water System

<u>Water Production</u>	<u>SOURCE</u>	<u>Gallons</u>
	Well 2	386,700
	Well 3R	375,800
	Well 6R	67,806
	Total Produced	830,306
	Total Metered/Sold	536,470
	Net Loss	35%

- Did Monthly report for California Dept. of health.
- Did meter reads
- Fixed broken water line and replaced valve
- Replaced defective water meter with new one
- Located water and sewer lines for USA ticket
- Put tarp on shed roof at circle tank
- Dug two holes for sign poles at town hall parking lot. Installed poles and filled in with three bag of concrete each.
- Replaced pre filter bag at 6R
- Call Brent about SCADA. System lost communication with town hall. He came out and replaced dish that day.
- Cleaned off roof at circle tank
- Replaced lock for booster room at Jay bird tank
- Cut back tree branches at Jay bird tank

Major or Significant Activities

Wastewater System

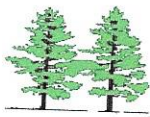
Wastewater Flows

(Gal.)

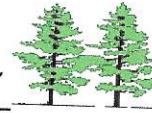
Influent Treated	712,200
Effluent Discharged	210,000

Major or Significant Activities

- Have Cal fire out in spray fields clearing brush. They have cleared all of section #1 and started burning the piles of brush. Now they are starting work on the other six spray zones.
- One of the effluent pumps is broken. And the other has lost efficiency. Talking to some pump guys to see what options we have to replace pumps. I would like to revert back to the original pump setup that was designed for the system. I will be getting quotes for this.
- Been out in spray field unclogging spray heads



RIVER PINES PUBLIC UTILITY DISTRICT



22900 Canyon Ave., PO BOX 70, River Pines, CA 95675
Phone: (209) 245-6723 Fax: (209) 245-5710 Email: RPPUD@RPPUD.org

GENERAL MANAGER'S REPORT

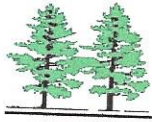
For the Month of: November 2016

1. Mission IT Visit – see attached
2. Security Deposit Refunds – see attached
3. Sent Certified Letter to Property Owner adjacent to District Surveyed Property – see attached
4. Submitted application and deposit to LAFCO – traveled to El Dorado County Assessor's Office for Parcel Maps, etc.
5. Wilson Electrical – weatherized electrical box at Circle Tank shed, lowered town hall lights and replaced sensors – total cost including three trips for job \$240
6. Contacted AWA in regards to invoices when Greg was on vacation – see attached.
7. Mastication is underway – received first invoice – see attached
8. Submitted new Project Budget for the CalFire Grant – this was to adjust funds to cover the CalFire mastication.
9. Funding documents received for DWSRF Grant – Total Grant Award \$441,730 – see attached
10. Submitted "Opinion of General Counsel" form to District Attorney for review and signature – this is required for the DWSRF Grant – Attorney will be invoicing the District accordingly for review.
11. 2016 Water Conservation Report submitted to State Water Resource Control Board
12. KASL Engineering to begin surveying approximately December 19th – Jack Scroggs to confirm exact date.
13. Health Insurance Rate Increase 11.6%. New Rate still under the \$962.50 cap (\$927).
14. Completed Mandatory Fiscal Year 2016-17 Wastewater User Survey – request for information from agencies responsible for collection, transport, treatment of disposal of wastewater
15. Received Updated Amortization Schedule for California Bank & Trust – see attached
16. Updated Website
17. Completed Water Shut-Off

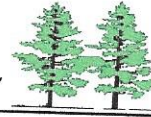
- 18.Plant Operator on PTO – see attached
- 19.Monthly Service Billing
- 20.Monthly Late Notices
- 21.Monthly 48 Hour Notices
- 22.Agenda & Packets

Work in Progress:

1. Amador LAFCO Project (ongoing) – working with Roseanne Chamberlain, Amador LAFCO Executive Officer
2. Working on Office Manual – required for anyone who works the office
3. Working on Capital Improvement Plan – required by state
4. Submitting Grant for Town Hall improvements – Rotary timeline is unknown.



RIVER PINES PUBLIC UTILITY DISTRICT



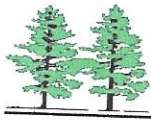
MEETING DATE: December 14, 2016
FROM: Candi Bingham, General Manager
SUBJECT: Mission IT Site Visit
AGENDA TYPE: Regular Meeting
ATTACHMENTS: No

RECOMMENDATION: To install protective cabinets to secure security camera equipment and reduce the liability to the District.

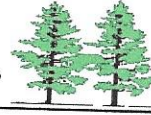
BACKGROUND: Security system equipment installed is not secured from tampering. The District's contract with Mission IT covers only site visits that are relative to the equipment in which was installed by Mission IT. The contract does not cover a call-out for cameras not working properly because the equipment was changed, tampered with, or removed. Contract also covers replacement of all equipment which may fail.

DISCUSSION: To keep the ongoing contract with Mission IT at \$280/mo. they are requiring their equipment to be secured. Does the District find this contract valuable? If so, then securing the security equipment would be most beneficial.

BUDGET IMPACT: \$1,051.50 – see invoice



RIVER PINES PUBLIC UTILITY DISTRICT



MEETING DATE: December 14, 2016
FROM: Candi Bingham, General Manager
SUBJECT: Security Deposit Refunds
AGENDA TYPE: Regular Meeting
ATTACHMENTS: No

RECOMMENDATION: None

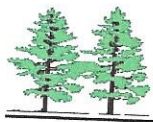
BACKGROUND: The commencement for new service with the District, the new customer is required to pay a \$100 security deposit. Such security deposit will be held for one year. After one year, if their account has remained in good standing then their security deposit is to be applied to their service account with the District.

If their account is not in good standing, the security deposit is forfeit and put into the General Fund.

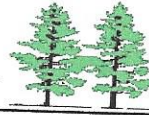
DISCUSSION: None

BUDGET IMPACT: A total of \$600 was credited to customer accounts during October and November. A total of \$200 was forfeited.

A total of \$800 needs to be transferred from the Savings Account into the General Account.



RIVER PINES PUBLIC UTILITY DISTRICT



MEETING DATE: December 14, 2016
FROM: Candi Bingham, General Manager
SUBJECT: Certified Letter to Owner adjacent to District Surveyed Property
AGENDA TYPE: Regular Meeting
ATTACHMENTS: Yes

RECOMMENDATION: None

BACKGROUND: Board of Directors requested that a letter be sent to the property owner adjacent to the District's Shop location. Letter was to ask that they remove all their belongings in front of the shop and on the District's property according the recent survey that was completed by Toma & Associates. Survey was included with the certified letter.

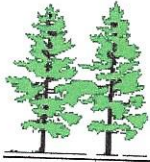
Also, sent an email to the District's legal counsel asking for direction should the property owners ignore the letter – see attached.

Following the advice of legal counsel, I went to the County Development Department and met with Code Enforcement, Michelle. I filled out a complaint form and Michelle came out and began tagging the vehicles. While she was tagging the tenant of the property arrived and agreed to remove all the vehicles that night and have everything else removed by the end of the weekend.

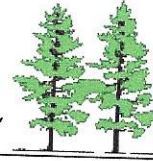
He also asked going forward when the District has an issue if they could just knock on his door and speak with him directly. He also stated that they would claim Adverse Possession on the boundary lines inside of their fence as they bought the property this way and the property has been used this way for a very long time – see attached

DISCUSSION: What, if anything, does the District wish to do about the property lines inside the owner's fence?

BUDGET IMPACT: Unknown - Could be very costly



RIVER PINES PUBLIC UTILITY DISTRICT



22900 Canyon Ave. • P.O. Box 70 • River Pines, CA 95675

(209) 245-6723 • (209) 245-5710 FAX

rppud@rppud.org

November 1, 2016

Dennis Hook
8934 Marwick Ct.
Dublin, CA 94568

Re: Property Survey

Dr. Mr. Hook:

Recently the District hired Toma and Associates to conduct a survey of the District's properties adjacent to your property located at 15045 Shenandoah Rd, River Pines, CA 95675.

The results of the Survey illustrate that your fences and personal property are encroaching on the District's property. The District is requesting that you remove all your property that is currently located within the District's property within 30 days' receipt of this request. The District is also requesting, now, that your back-fence line be relocated to be within your own property line and that you change the access location to your property. You are currently accessing your property through the District's property and blocking the District's access to their own facilities. This interferes with District operations.

For your convenience, I have enclosed a copy of the survey results for your review. Should you have any questions or concerns, please feel free to contact me. Thank you for your immediate cooperation in this matter.

Sincerely,

Candi Bingham
General Manager
River Pines Public Utility District

Cc: Board Members



River Pines PUD <rppud@rppud.org>

Re: Encroachment on District Property

Wayne Lemieux <wayne@lemieux-oneill.com>

To: River Pines PUD <rppud@rppud.org>

Tue, Nov 15, 2016 at 9:04 AM

Cc: Colin O'Neill <Colin@lemieux-oneill.com>, Michelle Doerfler <Michelle@lemieux-oneill.com>

Before we describe the district's options, we should address prescription (also called adverse possession). Property can be taken by prescription if it is openly used for 5 years by a prescriptive claimant. (There are other requirements but this gives you an idea of what you "neighbor" may wish to claim.) Prescription does **not** run against property owned by a public agency.

You probably would like to first try something other than litigation. You should go to the building department with the survey and complain. If the department is doing its job, it will tell the builder/permittee to stop the work until the survey is explained. At that point, the neighbor should ask for the district's cooperation.

If the foregoing fails, the district can file a trespass action. The court will order the encroachment removed after the defendant gives up or the district succeeds at trial.

Since I will be out of town by the end of the week, I sent a copy of this to my associate Colin O'Neill and my assistant Michelle. You should be able to reach them if I am out.

From: River Pines PUD <rppud@rppud.org>**Date:** Tuesday, November 15, 2016 at 8:29 AM**To:** media media <wayne@lemieux-oneill.com>**Subject:** Re: Encroachment on District Property

[Quoted text hidden]

[Sign In \(/login\)](#)


Adverse Possession: When Trespassers Become Property Owners

A trespasser can sometimes gain legal ownership of land just by occupying it. Here's how.

Need Professional Help? Talk to a Real Estate attorney.

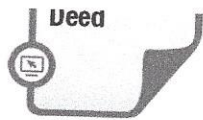
Please answer a few questions to help us match you with attorneys in your area.

1 Please select area of real estate

By [Emily Doskow \(/Law-authors/emily-doskow.html\)](/Law-authors/emily-doskow.html), Attorney  (<https://plus.google.com/share?url=http%3A%2F%2Fwww.nolo.com%2Flegal-encyclopedia%2Fadverse-possession-trespassers-become-owners-46934.html>)

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Homeowners have the right to keep unwanted intruders off their property. People may do this with fences or with signs, or just by asking trespassers to stay away. In cases of serious, repeated annoyance or threatened harm, a land owner can call the police, who will usually warn the person to stay away and, if necessary, make an



Washington Quitclaim Deed

http://store.nolo.com/products/washington-quitclaim-deed-noe3-pr345.html?utm_content&utm_medium=nolo&utm_campaign=nolo-related-products&utm_content=pid|9261|palNeighborDisputes||ref_src|https%3A%2F%2Fwww.google.com%2Flegal-encyclopedia%2Fadverse-possession-trespassers-become-owners-46934.html|skul|PR345-NOE3

How to Buy a House in California

http://store.nolo.com/products/how-to-buy-a-house-in-california-bhca.html?utm_source=nolo-content&utm_medium=nolo&utm_campaign=nolo-related-products&utm_content=pid|9261|palNeighborDisputes||ref_src|https%3A%2F%2Fwww.google.com%2Flegal-encyclopedia%2Fadverse-possession-trespassers-become-owners-46934.html|skul|BHCA15

Another kind of trespass is more permanent: using another's property as an owner would use it. If someone drives across your land every day, it is a trespass unless you have granted permission or the driver has a legal right, called an easement (<http://www.nolo.com/legal-encyclopedia/easements-overview.html>), to use that part of your property. A neighbor who puts up a fence two feet over the boundary line is trespassing, as is one whose garage has been on your property for several years.

Definition of Adverse Possession

You may be surprised to learn, that under certain circumstances, a trespasser can come onto your land, occupy it, and gain legal ownership of it. The legal term for this is "adverse possession."

Through adverse possession, a trespasser can gain ownership of just a few feet of property or hundreds of acres. And the trespasser doesn't need to intend to take the land by adverse possession. Sometimes it happens through an honest mistake—for example, a neighbor may have relied upon a faulty property description in a deed when building a fence on your property.

How Adverse Possession Claims End Up in Court

Questions about legal ownership of property may arise in various situations, such as in the sale of a house. For example, a title insurance company may refuse to issue insurance when a property is sold because the neighbor's garage is found to be standing squarely on the property.

If questions about ownership of land arise in this type of situation, and the people involved cannot work something out, then the issue may end up in court. The property owner may sue the trespasser (for example, the neighbor whose garage is encroaching), or the trespasser may bring a lawsuit to "quiet title"—a request for the court to settle who owns what.

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Legal Requirements for an Adverse Possession Claim to Land

When courts look at adverse possession claims, they apply a four-factor test. To qualify as adverse possession, the trespasser's occupation of the land must be:

- hostile
- actual
- open and notorious, and
- exclusive and continuous for a certain period of time.

This article discusses each of these elements in-depth.

See your state law on adverse possession for details on your state rules. In addition to the legal requirements discussed below, some states also require the trespasser to have paid the local property taxes on the land during a specified time period.

Hostile Claim

The word "hostile" doesn't mean that the trespasser rides in on a horse with six-guns blazing. Instead, courts follow one of three legal definitions of "hostile" when it comes to adverse possession.

Simple occupation. This rule (followed by most states today) defines "hostile" as the mere occupation of the land. The trespasser doesn't have to know that the land belongs to someone else.

Awareness of trespassing. This rule requires that the trespasser be aware that his or her use of the property amounts to trespassing (meaning the trespasser has no legal right to be on the property).

Related Ads

Good faith mistake. A few states follow this rule, which requires the trespasser to have made an innocent good faith mistake in occupying the property in the first place, such as by relying on an invalid or incorrect deed.

Actual Possession of the Land

The second prong of the test that courts apply requires that the trespasser actually possess the property (be physically present) and treat it as if he or she were an owner. This can be established by documenting the trespasser's efforts to maintain and make improvements to the property.

Open and Notorious Possession

"Open and notorious" means that it must be obvious to anyone -- including a property owner who makes a reasonable effort to investigate -- that a trespasser is on the land. Examples would be a neighbor who puts a fence up slightly on the next-door property or who poured a concreted driveway two feet over the boundary line.

Exclusive and Continuous Possession

The trespasser must possess the land exclusively (that means the trespasser cannot

share possession with strangers or the owner) and without interruption for a certain period of time. (That means the trespasser cannot give up use of the property, return to it later, and try to count the time that the property was abandoned as part of the "continuous" possession time period.) The time period required varies by state.

How to Prevent Adverse Possession

If you are a landowner, keep an eye on your property. If you suspect that someone has a possible adverse possession claim, check property tax records to see if this person (or anyone else) has made tax payments on the property. To prevent a trespasser from gaining property ownership, you can take the following steps:

- Post "no trespassing" signs and block entrances with gates. Keep in mind that this is a good way to deter trespassers, but in many states the fact that you have signs or gates won't protect against a claim by a trespasser who takes possession of the land anyway.
- Give written permission to someone to use your land, and get their written acknowledgement. For example, you could give someone permission to park on your land, use a shortcut across your property, or to garden or grow crops. This can not only defeat adverse possession claims, but also a claim to an [easement \(http://www.nolo.com/legal-encyclopedia/easements-overview.html\)](http://www.nolo.com/legal-encyclopedia/easements-overview.html) (use permit) across your property.
- Offer to rent the property to the trespasser.
- Call the police.
- Hire a lawyer. You may need to file a lawsuit to eject the trespasser from the landlord. Or you may want a court to order a structure removed from your property. You must act before the trespasser has been on your land long enough, under your state's law, to make a successful adverse possession claim.

Getting Help with Trespassers

To learn more about adverse possession, how to prevent it, and other issues involving your land, get [Neighbor Law: Fences, Trees, Boundaries & Noise \(http://www.nolo.com/products/neighbor-law-nei.html\)](http://www.nolo.com/products/neighbor-law-nei.html), by Cora Jordan and Emily Duskow (Nolo). If you suspect that someone is trespassing on your land and you want to consult with a lawyer, you can turn to Nolo's trusted [Lawyer Directory](#)

(<http://www.nolo.com/lawyers/real-estate-law/>) to find a lawyer near you.

Some states require the trespasser to have paid taxes on the property for the designated time period. Some states require that the trespasser have some kind of document that would indicate ownership of the property -- such as a deed or title -- even if the document is legally invalid. See your state law on adverse possession (<http://www.nolo.com/legal-encyclopedia/state-state-rules-adverse-possession.html>) for details.

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Need a lawyer? Start here.

Practice Area:

Real Estate

Zip Code:

How It Works

Briefly tell us about your case

Provide your contact information

Choose attorneys to contact you



River Pines PUD <rppud@rppud.org>

Re: Invoices

Deborah Vonloehr <dvonloehr@amadorwater.org>
To: River Pines PUD <rppud@rppud.org>

Thu, Nov 10, 2016 at 1:26 PM

Hello Candi,

Billing 465 for \$750.00 is for the Sept Coverage from 9/2/16 to 9/26/16, we charge this per over contract, it is \$30.00 per day.

Billing 455 for \$2147.89 was for 37.50 hours of coverage while Greg was on vacation.

Billing 390 for \$240.00 was for on call coverage in August.

Billing 393 for \$2005.70 was for 18.00 hours of coverage while Greg was on vacation and 10 hours was for work provided on 9/6/16 for trouble with the lift station they had to replace a deep cell battery and control fuse.

generator
10 hrs

I hope this will answer your questions, please let me know if you should have any more questions.

Sincerely,

Deborah Von Loehr

Amador Water Agency

Accounts Payable/Customer Service

dvonloehr@amadorwater.org

209-257-5237



Jensen Forest Management, LLC
Professional Forestry Services

November 21, 2016

SRA Grant 5GS14173 4th Quarter 2016 Report


Please see the below summary for work completed and in progress for the above SRA grant.

- Power Point Presentation generated and community meeting 7-18-15
- Dead Tree identification, unit layout mastication and road side chipping, permission dead tree removal, permission mastication and road side chipping summer 2015
- Curb side chipping landowner generated piles September 2015.
- CEQA review certified and complete April 2016.
- Road side hand chipping fuel break completed May 2016.
- Dead tree removal complete with all identified trees per contractor certification July 2016. **All funds expended with first entry.**
- CALFIRE hand crews working 30 acres settling pond property **ACTIVE.**
- Mastication contractor working on 3 fuel breaks 33 acres **ACTIVE.**

Tasks to perform prior to expiration of contract 3-15-17

- Curb side notification to landowners for final chipping January 2017.
- Perform herbicide maintenance March 2017
- Expend additional funds hand chipping road side fuel break end of Emigrant Trail at turn around.

Sincerely,



Erik Jensen
RPF #2714

Jensen Forest Management, LLC
P.O Box 298 • Georgetown, CA 95634
•Cell (530) 320-9499

AFS ADVANCED Forestry Services

providing defensible space, do you have it?

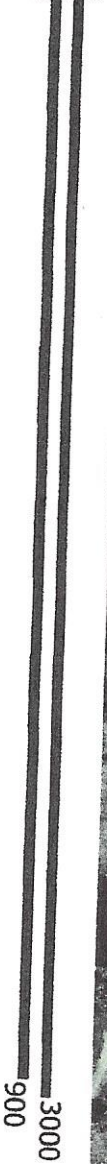
PO Box 1290 * Camino, CA 95709 * Cell (530) 320-8237

DATE: December 5, 2016
INVOICE# 2016-12

Bill To
River Pines Utility District PO Box 70 River Pines, CA 95675

QUANTITY	DESCRIPTION	RATE/AC	AMOUNT
8 Acres	Mastication of brush and small trees in unit #1.	\$1,500	\$12,000.00
Creating Defensible Space			Balance Due \$12,000.00

feet
meters



Lat/Lon hddd°mm.mmm' WGS 84

W120° 45.300' W120° 45.250' W120° 45.200' W120° 45.150'

N38° 32.650'

N38° 32.650'

N38° 32.600'

N38° 32.600'

N38° 32.550'

N38° 32.550'

N38° 32.500'

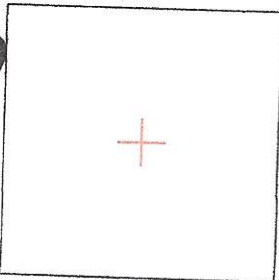
N38° 32.500'

N38° 32.450'

N38° 32.450'

N38° 32.400'

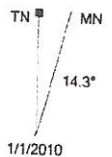
W120° 45.400' W120° 45.350' W120° 45.300' W120° 45.250' W120° 45.200'



Global Map



Unlisted Data



GARMIN.

1/1/2010

EXHIBIT A – SCOPE OF WORK

A-1. Completion Dates.

The Work Completion Date is established as September 1, 2017. The Planning Completion date is established as December 1, 2017. The Recipient shall deliver any request for extension of the Work Completion date no less than 90 days prior to the Work Completion date. The Division will not unreasonably deny such a timely request, but the Division may deny requests received after this time.

A-2. Purpose.

This grant is for the benefit of the Recipient. The Planning funded by this agreement is related to the possible construction project known as the River Pines Public Utility District Storage and Distribution Rehab Project. The Recipient's receipt of funding under this Agreement is not a commitment to and does not obligate the State Water Board to provide funding for any eventual construction/implementation project.

A-3. Scope of Work.

1. The Recipient's water system is aged and faces numerous infrastructure needs:
 - a. Distribution mains smaller than six inches in diameter are undersized, corroded, and do not provide adequate fire flows.
 - b. High water supply pressures exist due to the lack of pressure reducing stations, causing pipe breaks and water losses.
 - c. Existing fire hydrants and water meters are not uniform, resulting in operating and maintenance issues.
 - d. The locations of valves on small diameter mains are unknown.
 - e. The Jaybird storage tank is structurally sound but does not meet current standards, guidelines, and other recommended features put forth by the California Department of Water Resources (DWR), the American Water Works Association (AWWA), the Society for Protective Coatings (SSPC), the Occupational Safety and Health Administration (OSHA), and the United States Department of Homeland Security (DHS).
 - f. The Circle storage tank leaks badly and is undersized.
2. The Recipient is proposing the following improvements:
 - a. Replacement of small diameter water mains.
 - b. Construction of four pressure reducing valves.
 - c. Replacement of existing fire hydrants and water supply meters.
 - d. Placement of isolation valves, where necessary.
 - e. Rehabilitation and reconfiguration of the Jaybird storage tank.
 - f. Replacement of the Circle storage tank.

The Recipient agrees to do the following:

- | |
|--|
| <p>1. Engineering and Design Services</p> <ul style="list-style-type: none">• Prepare plans, specifications, and a detailed cost estimate for the proposed facilities. This includes, as needed, the following:<ul style="list-style-type: none">○ Surveying pipeline alignments○ Conducting a hydrogeological study○ Conducting a geotechnical study |
| <p>2. Environmental Documentation</p> <ul style="list-style-type: none">• Prepare and file the required CEQA/NEPA documentation for the proposed new facilities. |
| <p>3. Administration and Management</p> <ul style="list-style-type: none">• Prepare and submit disbursement requests.• Coordination, conference calls, and meetings with State Water Board staff regarding project budget, scope, schedule, and status.• Obtain legal review and assistance with utility easement deeds and land purchase options, as needed.• Provide water system data and documentation to project hydrogeologist and engineer.• Review draft documents (technical memoranda, plans, specifications, and cost estimates) and provide comments to engineer.• Complete project close-out documentation. |

A-4. Disclosure.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 1. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A-5. Reporting.

- (a) Status Reports. The Recipient agrees to expeditiously provide progress reports pursuant to the schedule(s) in Exhibit A and/or Exhibit B and no less frequently than quarterly, starting with execution of this Agreement. Such reports shall accompany any disbursement request and shall be a condition precedent to any disbursement. At a minimum the reports will contain the following information: a summary of progress to date including a description of progress since the last report, percent complete, percent invoiced, and percent schedule elapsed; any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.
- (b) As Needed Information or Reports. The Recipient agrees to provide expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A-6. Planning Schedule

The dates in the "Estimated Due Date" column of this Schedule may be adjusted as necessary during the Disbursement Period with Project Manager approval. However, all work or submittals must be achieved with relevant submittals approved by the Division, and the final invoice submitted, prior to the Final Disbursement Request Date set forth in Exhibit B.

DESCRIPTION OF WORK OR SUBMITTAL	ESTIMATED DUE DATE	FINAL DUE DATE FOR SUBMITTAL
Plans, Specifications, and Detailed Cost Breakdown	June 1, 2017	September 1, 2017
CEQA/NEPA Environmental Documentation	N/A	September 1, 2017
Work Completion Date	N/A	September 1, 2017
Disbursement Requests and Status Reports	N/A	As Needed
Final Disbursement Request	N/A	June 1, 2018

EXHIBIT B – FUNDING PROVISIONS

B-1. Planning Funding.

- (a) Subject to the terms of this Agreement, the State Water Board agrees to provide Planning Funds as a grant in the amount of up to four hundred forty one thousand seven hundred ten dollars and zero cents (\$441,710.00).
- (b) Of the amount set forth in paragraph (a), the estimated amount of principal that will be due to the State Water Board under this Agreement is Zero dollars and no cents (\$0.00).

B-2. Estimated Reasonable Planning Cost.

The estimated reasonable cost of the total Planning is four hundred forty one thousand seven hundred ten dollars and no cents (\$441,710.00).

B-4. Funding Dates.

- (a) The term of this agreement is from the Eligible Start Date on the cover page of this Agreement to the Records Retention End Date of December 1, 2053.
- (b) The Eligible Start Date is July 1, 2016. Otherwise eligible costs incurred prior to this date will not be reimbursed.
- (c) The Final Disbursement Request Date is June 1, 2018. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All disbursement requests must be submitted to the Division such that they are received prior to this date. Late disbursement requests will not be honored and remaining amounts will be deobligated.

B-5. Funding Conditions and Exclusions.

- (a) This Agreement reflects Planning funding only. If the Recipient desires implementation/construction funding, the Recipient must complete the planning process, apply for implementation/construction funding, and execute an implementation/construction funding agreement. Costs associated with the implementation/construction phase of the possible eventual implementation/construction project are not eligible for reimbursement under this Agreement.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) A draft copy of the Planning documents acceptable to the Division shall be submitted to the Division prior to disbursement beyond 70% of the Planning Funds. Final Planning documents shall be submitted, acceptable to the Division, prior to disbursement beyond 90% of the Planning Funds.
- (d) Planning Funds may not be used for any Indirect Costs. Any invoice submitted including Indirect Costs will cause that invoice, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Recipient and any subcontract or sub-agreement for work on the Planning that will be reimbursed with grant funds pursuant to this Agreement. (Gov. Code, § 16727.)

B-6. Budget Summary

TYPE OF WORK	PLANNING FUNDS (GRANT)	TOTAL COSTS
Engineering and Design Services	\$388,750.00	\$388,750.00
Environmental Documentation	\$500.00	\$500.00
Administration and Management	\$5,000.00	\$5,000.00
CEQA/NEPA (Contingency)	\$47,460.00	\$47,460.00
TOTAL	\$441,710.00	\$441,710.00

B-7. Budget Flexibility.

Funds may be shifted between line items as approved by the Project Manager. The sum of adjusted line items shall not exceed the total budget amount.

B-8. Amounts Payable by the Recipient.

- (a) Planning Costs. The Recipient agrees to pay any and all costs connected with the Planning including, without limitation, any and all Planning Costs. If the Planning Funds are not sufficient to pay the Planning Costs in full, the Recipient shall nonetheless complete the Planning and pay that portion of the Planning Costs in excess of available Planning Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B-9. Disbursement of Planning Funds; Availability of Planning Funds.

- (a) The State Water Board's obligation to disburse Planning Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the State government to appropriate funds necessary for disbursement of Planning Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) Except as may be otherwise provided in this Agreement, disbursement of Planning Funds will be made as follows:
 - (1) Upon execution and delivery of this Agreement, the Recipient may request disbursement for eligible Planning Costs as specified in this Exhibit from the Planning Funds through submission to the State Water Board of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed.
 - (2) Requests must be complete and executed by the Recipient. Planning Costs incurred prior to the Eligible Start Date of this Agreement will not be funded. The Recipient must submit a disbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late disbursement requests may not be honored.

- (3) Additional Planning Funds must be requested monthly and will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of status reports due. Late disbursement requests may not be honored.
- (4) The Recipient agrees that it will not request disbursement for any Planning Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request. Supporting documentation (e.g., receipts) must be submitted with each disbursement request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Planning Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed disbursement request.
- (5) The Recipient will not seek reimbursement of any Planning Costs that have been reimbursed from other funding sources.
- (6) Recipient shall spend Planning Funds within 30 days of receipt. Any interest earned on Planning Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Planning Funds to contractors or vendors within thirty (30) days from receipt of the funds, the Recipient shall immediately return such funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the State Water Board. If the Recipient held such funds in interest-bearing accounts, any interest earned on the funds shall also be due to the State Water Board.
- (7) Recipient shall request its final disbursement no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (8) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (9) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (10) The Recipient agrees that it shall not be entitled to interest earned on undisbursed planning funds.
- (11) The Recipient agrees that any costs of the Planning not funded through this Agreement shall be expended prior to disbursements under this Agreement, except where those costs are funded by other State or federal agencies, in which case funds may be drawn on a pro-rata basis.
- (12) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.
- (13) Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Division.

- (14) The Recipient must include a certified original of the authorizing resolution designating the Authorized Representative by title with the first disbursement request, and any other documents or requests required or allowed under this Agreement.

B-10. Withholding of Disbursements and Material Violations.

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Planning Funds until Planning Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Planning Completion.
- (b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:
- (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - (2) The Recipient fails to maintain reasonable progress toward Planning Completion.
- (c) For the purposes of this Agreement, the terms "material violation" or "threat of material violation" include, but are not limited to:
- (1) Placement on the ballot of an initiative or referendum to reduce Revenues;
 - (2) Passage of such an initiative or referendum;
 - (3) Successful challenges by ratepayer(s) to the process used by Recipient to set, dedicate, or otherwise secure Revenues; or
- (1) Any other action or lack of action that may be construed by the Division as a material violation or threat thereof.

B-11. Remaining Balance.

In the event the Recipient does not request all of the funds encumbered under this Agreement, any remaining funds revert to the State.

B-12. Fraud and Misuse of Public Funds.

All requests for disbursement submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Planning Funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)



EDMUND G. BROWN, JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

IMPORTANT NOTICE

November 2016

TO: DRINKING WATER STATE REVOLVING FUND (DWSRF) LOAN RECIPIENTS AND/OR FISCAL AGENTS

SUBJECT: DWSRF SEMI-ANNUAL LOAN REPAYMENT

Your next semi-annual DWSRF loan repayment is due to the State Water Board by January 1, 2017. Please ensure that this office receives your payment by the due date. If you utilize the services of a Fiscal Agent to make your semi-annual payment, please ensure that payment is made to your Fiscal Agent well in advance of the deadline in order for the Fiscal Agent to remit timely payment to the State Water Board.

Failure to submit your payment in accordance with the above terms may result in assessment of late penalties that will become due and payable per the terms of your funding agreement.

ELLEN MARCHEN, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

**State of California - State Water Resources Control Board
Drinking Water State Revolving Fund Payment Schedule**

Recipient: River Pines Public Utility District
Project No.: 0310006-001
Agreement No.: 1998C407

Date: 11/17/2016
Loan Amount: 190,000
Interest rate: 0.000%
Term: 20 Years

Date	Disbursement/ Payment	No.	Beginning Balance	Draw Amount	Construction Period Interest (CPI) Amount Accrued	Amt. Trans. to Principal	Annual Interest Accrued	Principal Paid/Due	Interest Paid/Due	Total Payment	Ending Balance
17-Jun-2003	Disbursement	1	0.00	68,852.90							
30-Jun-2003	End FY		68,852.90				0.00				68,852.90
6-Nov-2003	Disbursement	2	68,852.90	13,098.97			0.00				68,852.90
30-Jun-2004	End FY		81,951.87				0.00				81,951.87
27-Mar-2005	Disbursement	3	81,951.87	24,306.00			0.00				81,951.87
28-Jun-2005	Disbursement	4	106,257.87	25,767.00			0.00				106,257.87
30-Jun-2005	End FY		132,024.87				0.00				132,024.87
29-Jul-2005	Disbursement	5	132,024.87	57,976.13			0.00				132,024.87
30-Jun-2006	End FY		190,000.00				0.00				132,024.87
30-Jun-2007	End FY		190,000.00				0.00				190,000.00
1-Jul-2007	Payment	1	190,000.00				0.00				190,000.00
1-Jan-2008	Payment	2	185,250.00				0.00	4,750.00	0.00	4,750.00	185,250.00
1-Jul-2008	Payment	3	180,500.00				0.00	4,750.00	0.00	4,750.00	180,500.00
1-Jan-2009	Payment	4	175,750.00				0.00	4,750.00	0.00	4,750.00	175,750.00
1-Jul-2009	Payment	5	171,000.00				0.00	4,750.00	0.00	4,750.00	171,000.00
1-Jan-2010	Payment	6	166,250.00				0.00	4,750.00	0.00	4,750.00	166,250.00
1-Jul-2010	Payment	7	161,500.00				0.00	4,750.00	0.00	4,750.00	161,500.00
1-Jan-2011	Payment	8	156,750.00				0.00	4,750.00	0.00	4,750.00	156,750.00
1-Jul-2011	Payment	9	152,000.00				0.00	4,750.00	0.00	4,750.00	152,000.00
1-Jan-2012	Payment	10	147,250.00				0.00	4,750.00	0.00	4,750.00	147,250.00
1-Jul-2012	Payment	11	142,500.00				0.00	4,750.00	0.00	4,750.00	142,500.00
1-Jan-2013	Payment	12	137,750.00				0.00	4,750.00	0.00	4,750.00	137,750.00
1-Jul-2013	Payment	13	133,000.00				0.00	4,750.00	0.00	4,750.00	133,000.00
1-Jan-2014	Payment	14	128,250.00				0.00	4,750.00	0.00	4,750.00	128,250.00
1-Jul-2014	Payment	15	123,500.00				0.00	4,750.00	0.00	4,750.00	123,500.00
1-Jan-2015	Payment	16	118,750.00				0.00	4,750.00	0.00	4,750.00	118,750.00
21-Jan-2015	Payment Adj		114,000.00				0.00	4,750.00	0.00	4,750.00	114,000.00
1-Jul-2015	Payment	17	109,250.00				0.00	4,750.00	0.00	4,750.00	109,250.00
1-Jan-2016	Payment	18	104,500.00				0.00	4,750.00	0.00	4,750.00	104,500.00
1-Jul-2016	Payment	19	99,750.00				0.00	4,750.00	0.00	4,750.00	99,750.00
1-Jan-2017	Payment	20	95,000.00				0.00	4,750.00	0.00	4,750.00	95,000.00
1-Jul-2017	Payment	21	90,250.00				0.00	4,750.00	0.00	4,750.00	90,250.00
1-Jan-2018	Payment	22	85,500.00				0.00	4,750.00	0.00	4,750.00	85,500.00
1-Jul-2018	Payment	23	80,750.00				0.00	4,750.00	0.00	4,750.00	80,750.00
1-Jan-2019	Payment	24	76,000.00				0.00	4,750.00	0.00	4,750.00	76,000.00
1-Jul-2019	Payment	25	71,250.00				0.00	4,750.00	0.00	4,750.00	71,250.00
1-Jan-2020	Payment	26	66,500.00				0.00	4,750.00	0.00	4,750.00	66,500.00
1-Jul-2020	Payment	27	61,750.00				0.00	4,750.00	0.00	4,750.00	61,750.00
							0.00	4,750.00	0.00	4,750.00	57,000.00

State of California - State Water Resources Control Board
 Drinking Water State Revolving Fund Payment Schedule

Recipient: River Pines Public Utility District
 Project No.: 0310006-001
 Agreement No.: 1998C407

Date: 11/17/2016
 Loan Amount: 190,000
 Interest rate: 0.000%
 Term: 20 Years

Date	Disbursement/ Payment	No.	Beginning Balance	Draw Amount	Construction Period Interest (CPI) Amount Accrued	Amt. Trans. to Principal	Annual Interest Accrued	Principal Paid/Due	Interest Paid/Due	Total Payment	Ending Balance
1-Jan-2021	Payment	28	57,000.00								
1-Jul-2021	Payment	29	52,250.00				0.00	4,750.00	0.00	4,750.00	52,250.00
1-Jan-2022	Payment	30	47,500.00				0.00	4,750.00	0.00	4,750.00	47,500.00
1-Jul-2022	Payment	31	42,750.00				0.00	4,750.00	0.00	4,750.00	42,750.00
1-Jan-2023	Payment	32	38,000.00				0.00	4,750.00	0.00	4,750.00	38,000.00
1-Jul-2023	Payment	33	33,250.00				0.00	4,750.00	0.00	4,750.00	33,250.00
1-Jan-2024	Payment	34	28,500.00				0.00	4,750.00	0.00	4,750.00	28,500.00
1-Jul-2024	Payment	35	23,750.00				0.00	4,750.00	0.00	4,750.00	23,750.00
1-Jan-2025	Payment	36	19,000.00				0.00	4,750.00	0.00	4,750.00	19,000.00
1-Jul-2025	Payment	37	14,250.00				0.00	4,750.00	0.00	4,750.00	14,250.00
1-Jan-2026	Payment	38	9,500.00				0.00	4,750.00	0.00	4,750.00	9,500.00
1-Jul-2026	Payment	39	4,750.00				0.00	4,750.00	0.00	4,750.00	4,750.00
				190,000.00			0.00	190,000.00	0.00	190,000.00	0.00
Outstanding Disbursement Balance:				0.00							



State Water Resources Control Board



NO. S1701050

INVOICE

State Water Resources Control Board
Safe Drinking Water State Revolving Fund
1001 I Street, 18th Floor, Sacramento, CA 95814
P.O. BOX 1888, Sacramento, CA 95812-1888
Telephone Number: (916) 341-6952

TO California Bank & Trust
Doris Manning
520 Capitol Mall, Suite 100
Sacramento, CA 95814

Date: 11/17/2016
Due: 1/1/2017

For: River Pines Public Utility District
Contract #: 1998C407

DESCRIPTION	AMOUNT
Principal payment due for disbursements through November 17, 2016	\$ 4,750.00
Interest on principal 95,000.00 0.00000% balance of	0.00
<p>Amounts shown are due and payable by 1/1/2017. Penalties shall accrue from the due date at 0.1% per day if payment is not received by the State Water Resources Control Board within 10 days of due date shown.</p> <p>SWRCB now accepts online payments from checking/savings account. Instructions are available at http://www.waterboards.ca.gov/make_a_payment/</p> <p>MAKE CHECK PAYABLE TO: State Water Resources Control Board SRF Accounting Office P.O. BOX 1888, Sacramento, CA 95812-1888</p> <p>PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE</p>	
cc: River Pines Public Utility District ATTN: Candi Bingham, General Manager P.O. Box 70 River Pines, CA 95675	
TOTAL AMOUNT DUE	\$ 4,750.00

Overnight Mail Service
State Water Resources Control Board
SRF Accounting Office
1001 I Street, 18th Floor
Sacramento, Ca 95814



River Pines PUD <rppud@rppud.org>

Revised Letter to RPPUD Nov 3 2016

1 message

Rocky Ridge Sales <sales@rockyridge.net>

To: RPPUD <rppud@rppud.org>

Thu, Nov 3, 2016 at 5:03 PM

Candi,

Revision: We also monitor alarms at Slate Creek, Horseshoe and East Side lift stations. It would be wise to include them in Exhibit A so Rocky Ridge's successors would be required to continue offering network connectivity to those sites for the District.

Attached is a letter to the Board and Restated Wireless Site Lease for your consideration.

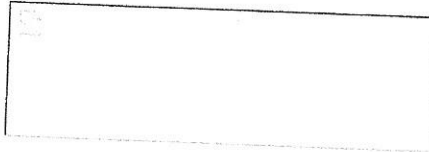
If the Board wants to stay with the current compensation formula, here is the alternate wording for Paragraph 4 of the Restated Lease:

4. Consideration: In consideration for permitting Lessee's use of the Premises as expressed in this Lease, Lessee shall provide to Lessor a payment of \$5 per paying internet customer within the District's service area per month. In addition, Lessee shall provide network connectivity to all sites listed in Exhibit A at not less than 1 Mbps for monitoring Lessor's water and wastewater alarms.

Comments are welcome.

Sincerely,

Brent Stewart
Rocky Ridge Wireless
PO Box 3116
Diamond Springs, CA 95619



530-621-0300
<http://rockyridge.net>



This email has been checked for viruses by Avast antivirus software.
www.avast.com

2 attachments

Letter to RPPUD Nov 3 2016 A.pdf
153K

Rocky Ridge - Ground Lease and Wireless Site Lease A - RPPUD.pdf
114K

PO Box 3116
Diamond Springs CA 95619



530-621-0300
sales@rockyridge.net

November 3, 2016

Members of the Board
River Pines Public Utility District

RE: Amendment and Restatement of Wireless Site Lease

Dear Board Members,

The attached document hopefully summarizes the District's requests, and simplifies the flow of payments and credits between the District, Rocky Ridge Wireless, and Brent Stewart, Consulting Engineer.

1. Per your request on August 12, 2014, the paragraph on Assignment & Sublease has been changed to require the Board's consent for sublet & assignment.
2. The paragraph on Exclusivity has been relaxed to accommodate the District's use of wireless frequencies that were previously in use by Rocky Ridge Wireless.
3. We are proposing a flat monthly lease payment of \$500 to the District in lieu of the formula currently used. Brent Stewart, Consulting Engineer will simultaneously reduce the monthly fee for Alarm Monitoring to \$1000 with no credits. Current cost savings to the District will be around \$50 per month. See paragraph 4, Consideration.
4. Rocky Ridge Wireless now carries General Liability Insurance, so the paragraph on Limitation of Liability has been changed from self-insure to an insurance policy.
5. Per our Attorney's recommendation, the following paragraphs have been added: "Binding on Successors", "Governing Law", "Entire Agreement", "Severability", and "Notices".
6. Exhibit A has been modified to exclude the roof of the Town Hall and include the roof of the new Well 2 building. Added: Slate Creek, Horseshoe and East Side Lift Stations.

Please see attached documents.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Brent Stewart".

Brent Stewart
Rocky Ridge Wireless

Calculation of Fair Market Value for Wireless Site Lease

1. Tower site on Circle Avenue. Closest comparison is tower site on Mt. Aukum. The following factors contribute to the value of each site:

Feature	Circle Avenue	Mount Aukum
Coverage	157 degrees	360 degrees
Height above service area	215 feet	398 feet
Tower supplied	No	Yes
Building supplied	No	Yes
Value of Monthly Lease	\$200-250	\$500 Quote available from American Tower

2. Secondary locations. Current \$5 credit is for both tower and secondary location. For secondary only, the going rate is \$3 per customer served.

Location	Customers served	Value	Value (\$20 min)
Well 2	13	\$ 39	\$ 39
Well 6R	14	\$ 42	\$ 42
Slow Sand Filter	10	\$ 30	\$ 30
Jaybird	2	\$ 6	\$ 20
Grinder 4	5	\$ 15	\$ 20
Grinder 3	3	\$ 9	\$ 20
Grinder 1	3	\$ 9	\$ 20
Slate Creek	2	\$ 6	\$ 20
TOTAL	52	\$166	\$211

Total Valuation is from \$366 to \$461 per month.

**Amendment and Restatement of
GROUND LEASE AND WIRELESS SITE LEASE
Non-Residential Site Agreement**

This Amendment and Restatement of Ground Lease and Wireless Site Lease Agreement ("Lease") is between the River Pines Public Utility District ("Lessor"), and Rocky Ridge Wireless, a California Sole Proprietorship ("Lessee").

On August 1, 2009, Lessor and Lessee executed and entered into an agreement titled Wireless Site Lease Lease Agreement. A corresponding Memorandum of Lease was recorded in the Office of the Amador County Recorder on September 30, 2009 as Document 2009-0007923-00. Lessor and Lessee hereby amend and restate the lease of August 1, 2009. All provisions of the original lease are replaced by the provisions stated in this Amendment and Restatement as follows:

1. **Premises:** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the locations described in Exhibit "A," attached hereto and incorporated herein by this reference (collectively, the "Premises"), in addition to any easements specified in this Agreement.
2. **Use:** Lessee may access and use the Premises to construct, maintain, operate, inspect, repair, and remove a wireless communications facility, including a tower, antennas, cables and related structures. Lessee may use the wireless communications facility to transmit radio frequency signals, and shall operate its Equipment in compliance with local, state, and federal law and regulations.
3. **Term:** The initial term of the Lease is 5 years commencing on August 1, 2009. The Lease automatically renews for up to 10 additional terms of 5 years each unless Lessee notifies Lessor, in writing, of its intention not to renew the Lease prior to the commencement of the succeeding renewal term. (The total term of the lease, including the initial term and all renewal terms may be referred to as the "Term").
4. **Consideration:** In consideration for permitting Lessee's use of the Premises as expressed in this Lease, Lessee shall provide to Lessor a payment of \$500.00 per month. The amount of the payment may be increased at Lessee's option at each option renewal date, but shall in no case exceed the fair market value in that area. In addition, Lessee shall provide network connectivity to all sites listed in Exhibit A at not less than 1 Mbps for monitoring Lessor's water and wastewater alarms.

5. Easement: Lessee is granted, for the Term of the Lease, an easement for access to the Premises to construct, maintain, operate, inspect, repair, and remove its equipment, as well as install telephone and power lines and do those other acts reasonably intended to carry out its allowed use of the Premises.
6. Assignment, Sublease, Change of Personnel: Lessee may sublet the Premises or assign the Lease with Lessor's consent, which consent shall not be unreasonably withheld. If, after 30 days' written notice by Lessee to Lessor of any sublease or assignment, Lessor has not delivered to Lessee a written objection, Lessor shall be presumed to have consented. Lessee shall notify Lessor of any change of ownership of Lessor within 30 days.
7. Access, Improvements, and Removal: Lessee shall have access to the Premises 24 hours a day, 7 days a week. Lessee has the right to make any improvements necessary for the operation of its equipment. Upon termination of the Lease, Lessee will restore the Premises to their original condition, normal wear and tear excepted.
8. Limitation of Liability/Hold Harmless: Lessee shall maintain a general liability insurance policy of at least \$500,000 per incident. Lessor shall maintain an equivalent or better general liability policy. Lessee agrees to hold Lessor harmless from any liability for damages that occur on the Premises unless the damages are due to Lessor's negligence or willful misconduct. Conversely, Lessor agrees to hold Lessee harmless from any liability for damages that occur on the Premises arising out of the negligence or willful misconduct of Lessor.
9. Operating Expense/Taxes: Lessee agrees to pay for all water, gas, utilities, and telephone service used by Lessee. Lessee also agrees to pay any personal property taxes attributable to its equipment. Lessor agrees to pay all real property taxes attributable to the Premises.
10. Maintenance: Lessee agrees to use best efforts to maintain the Premises in good condition and state of repair while Lessor agrees to maintain the property on which the Premises are located in good condition and state of repair.

11. Termination: Lessee may terminate the Lease if:
- a. any permit necessary for Lessee's use of the Premises as contemplated in this Lease is denied or revoked;
 - b. Lessee determines that technical problems or radio frequency interference exists that impair its ability to use the Premises;
 - c. utilities are not available or become unavailable at the Premises;
 - d. the Premises or Lessee's equipment on the Premises are damaged or destroyed;
 - e. Lessor materially breaches the Lease;
 - f. Lessee reasonably believes that use of the Premises will no longer benefit Lessee economically;
 - g. Lessee reasonably determines that it will be unable to use the Premises for any reason.

Lessor may terminate the lease in the event of a material breach by Lessee, if such breach is not cured within 30 days after Lessor gives written notice of the breach to Lessee, or upon Lessee's failure to pay rent within 60 days.

12. Exclusivity: Lessee has the sole and exclusive right during the Term of the Lease to transmit radio waves originating from fixed equipment on the Premises. Lessor shall not cause radio frequency interference to the operation of Lessee's equipment. This provision does not prohibit Lessor from the following activities on the Premises:
- a. Use or allowing use of cellular phones, personal communications devices, and home or office grade wireless routers.
 - b. Use of the 900MHz ISM band, 3.65 GHz WiMax band (with FCC approval), and 5.84 GHz with 20GHz channel width.
13. Right of First Refusal: Lessee has the right of first refusal to match any offer for the purchase of the Premises or the property underlying the Premises for 30 days after Lessor's receipt of an offer.
14. Binding on Successors: The covenants and conditions of this Lease shall be binding upon the heirs, successors, executors, administrators, and assigns of the parties thereto.
15. Governing Law: This Lease shall be governed by and construed according to the laws of the State of California.
16. Entire Agreement: All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party, unless it is a subsequent modification agreed to in writing by both parties.

17. Severability: If any term or provisions of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

18. Notices: All notices required to be given under this Lease shall be given in writing, and delivered in person or by mail at the following addresses, or such other address as shall be designated by the recipient party from time to time:

Lessor:

River Pines Public Utility District
PO Box 70
River Pines CA 95675
Phone: 209-245-6723

Lessee:

Rocky Ridge Wireless
PO Box 3116
Diamond Springs CA 95619
Phone: 530-621-0300

The undersigned hereby enter into this Lease and agree to all the provisions set forth herein.

LESSOR:

LESSEE:

Dated: _____

Dated: _____

River Pines Public Utility District

Rocky Ridge Wireless
a California Sole Proprietorship,

By: _____
(Title)

By its owner:

_____ Brent Stewart

NOTARY ACKNOWLEDGMENT

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

State of California)

County of _____) ss.

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

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

Witness my hand and official seal.

Seal

Signature _____

Rocky Ridge Wireless

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Wireless Site Lease Agreement, dated August 1, 2009, by and between River Pines Public Utility District ("Lessor") and Rocky Ridge Wireless, a sole proprietorship registered in El Dorado County, California ("Lessee").

PARCEL ONE – LEASE AREA: Circle Tank, 22711 Circle Ave., APN 014-091-022

A parcel of land situated in the County of Amador, State of California, being a portion of the Southwest 1/4 of Section 14, Township 8 North, Range 11 East, Mount Diablo Meridian, more particularly described as follows:

Beginning at the Northeast corner of an existing security fence, from which a 1/2 inch rod tagged C.E. 1706 found marking the Southeast corner of a parcel of land surveyed by Walter H. Ralph in August, 1968 for the River Pines Public Utility District bears approximately South 26° East 83 feet distant, from which point the Southwest corner of Pine Lodge Park Subdivision, as shown upon that certain official map recorded in the Office of the Recorder of Amador County in Book 1 of Maps and Plats at Page 20, bears North 89° 28' West 482.15 feet distant; thence, from said point of beginning, along the Northern perimeter of said fence, due West 30 feet; thence, leaving said fence, due South 13 feet; thence due East 30 feet to the Eastern perimeter of said fence; thence due North 13 feet along the Eastern perimeter of said fence to the point of beginning; containing 390 square feet.

PARCEL TWO – LEASE AREA: All of the Northern half of the roof of the new Well 2 building, (22900 Canyon Ave.) together with 16 cubic feet of space inside the building.

PARCEL THREE – LEASE AREA: All of the roof of the existing Well 6R pump/filtration building, (Spring Ln.) together with 16 cubic feet of space inside the building.

PARCEL FOUR – LEASE AREA: All of the Southwestern half of the roof of the existing Slow Sand Filter building, (Shenandoah Rd.) together with 16 cubic feet of space inside the building.

PARCEL FIVE – LEASE AREA: All of the roof of the existing Jaybird Tank, (Jaybird Ln. Mt. Aukum) together with 16 cubic feet of space inside the pump building.

PARCEL SIX – LEASE AREA: Grinder Pedestal #1, Horseshoe Ln. *

PARCEL SEVEN – LEASE AREA: Grinder Pedestal #2, River Trail *

PARCEL EIGHT – LEASE AREA: Grinder Pedestal #3, River Trail *

PARCEL NINE – LEASE AREA: Grinder Pedestal #4, Emigrant Trail *

PARCEL TEN – LEASE AREA: Slate Creek Lift Station, Emigrant Trail *

PARCEL ELEVEN – LEASE AREA: Horseshoe Lift Station, Horseshoe Ln. *

PARCEL TWELVE – LEASE AREA: East Side Lift Station, Shenandoah Rd. *

* All of the top, back, and sides of the existing control cabinets, together with 4 cubic feet of space inside each cabinet.

Mission IT Solutions
PO Box 1151
Ione, CA 95640
(209) 257-4620
admin@missionit.tech
www.missionitsolutions.com

INVOICE

BILL TO
River Pines PUD

INVOICE # 18108
DATE 11/30/2016
DUE DATE 12/15/2016
TERMS Net 15

TECHNICIAN
Abe

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/30/2016	lbrw:slbrw Site survey to evaluate issues caused by third party (rocky ridge) tampering with camera system wireless network infrastructure - every site checked - issues found at RPPUD office and WWTP	2	125.00	250.00
11/30/2016	General Parts:Accessories Locking, ventilated, wall mounting enclosure for NAS and hardware at RPPUD office	1	289.00	289.00
11/30/2016	General Parts:Accessories Locking enclosure box at waste water plant to secure network infrastructure from unauthorized access	1	200.00	200.00
11/30/2016	lbrw:slbrw setup and installation of 2 lockable enclosures to secure equipment against unauthorized access in the future	2.50	125.00	312.50

We are now operating under a new business name: Mission IT Solutions. Its still us, but we are restructuring because we are only doing business IT services now. Our tax ID remains the same. You now have the option to pay online if you wish. Some of our contact information (Including mailing address) has changed as of 5/15/16, so please update your records if you have not done so already.

BALANCE DUE

\$1,051.50

Thanks for your business!
Mission IT Solutions

CITY OF PLYMOUTH, CALIFORNIA
PLYMOUTH COLONY MONTHLY

ROAMING ANIMALS:

We are having an increasing amount of animals wandering through the streets and off of their home properties. City code only allows cats to freely roam. Dogs and chickens must be contained within their home property. Dogs and chickens freely roaming are subject to be captured and turned in to Amador County Animal Control. Free roaming animals create safety issues such as traffic problems and injuries, as well as create public nuisances throughout the community.

The practice of "letting your dog out to run" is a direct violation of code and any actions appearing to be aggressive by off lease dogs will be reported to Animal Control immediately. Owners need to take responsibility for their pets and keep them at home. If you take your dog off your property it must be leashed and in your control. All dogs are required to wear a current rabies tag and Amador County license. Dog licenses may be obtained at City Hall or at the Amador County Animal Control office. We also recommend placing an identity tag on your dog's collar.

Chickens may not wander out into streets or onto neighboring properties either. They must stay contained within your property. Roosters are a nuisance to your neighbors, not everyone wishes to be awakened to their crows and they are more suited to a non-incorporated county home than within City limits.

Calendar of Events

October 27th: City Council 6:30 p.m.

November 3rd: Planning Commission 6:30 p.m.

November 8th: Election Day

November 10th: City Council 6:30 p.m.

November 11th: City Offices Closed for Veteran's Day Holiday

November 17th: Planning Commission 6:30 p.m.

November 24th & 25th: City Offices Closed for Thanksgiving Holiday

PLYMOUTH CENTENNIAL CELEBRATION COMMITTEE:

Planning is beginning for Plymouth's Centennial Celebration. If you are interested in joining the committee or lending a helping hand please contact Jamie Lubenko at jlubenko@gmail.com. Next meeting October 26th in City Hall 6:00 p.m.

HAWKSVIEW WALKING PATH:

Anyone interested in the creation of a walking path connecting the Hawksview Development to Main Street Plymouth please contact Michael Spinetta at [245-6941](tel:245-6941).

STORM DRAINS:

Now that wetter weather is here, please take a moment to pick up your yard waste. Yard waste clogs the storm drains and creates flooding and other problems within the sewer system. ACES offers a free yard waste container with your trash service, just call and request a container.

BOX TOPS FOR PLYMOUTH ELEMENTARY:

If you would like to support Plymouth Elementary School, you can drop off your Box Tops for Education at the front counter of the City Hall Office. Their friendly parent representative checks our donation container. Lately it has had fewer contributions, please don't throw out your Box Tops the children benefit from this program!!!

WATER/SEWER PAYMENTS:

The office is receiving many checks containing errors that cannot be deposited in the bank. Please double check your payments (no pun intended) to make sure that they are complete and accurate. If your check cannot be deposited, your account will not be credited. Also, City of Plymouth cannot accept post-dated checks for payment. Checks that cannot be processed will be returned to their owners. Thank you!

Office Hours:

Monday- Thursday 8:30 a.m. – 4:30 p.m.

Friday 8:30 a.m. -12:00 p.m. (Phones will not be answered after noon.)

CITY OF IONE NEWS

November 2016

Published for the community of Ione
www.ione-ca.com

Volume 14, Issue 11

17th Annual Festival of Carols

The Annual Festival of Carols benefiting the Interfaith Food Bank will be held at the Ione United Methodist Church, 150 W. Marlette in Ione. Since 1999, local businesses and community members have faithfully sponsored this event through donations and advertising. Under the direction of John Leggett MM, the chorus and orchestra has presented inspirational concerts with music of the season.

The event is free to the public and draws an estimated 600 people each year, raising thousands of dollars for the food bank. This year's concerts will be held at the following times and dates:

Friday, November 18 @ 7:00 PM
Saturday, November 19 @ 3:00 and 7:00 PM
Sunday, November 20 @ 3:00 PM

The Interfaith Community Chorus and Orchestra is a non-profit organization under the Amador Community Foundation. There will be a free-will offering taken at each of the concerts for donation to the Interfaith Food Bank.

Christmas to Remember

Christmas to Remember is a county-wide fundraiser for children, in need, to purchase clothing. Each year, funds are collected, children selected, and partnered with an adult to shop for clothing at K-Mart. The Rotary Club of Ione will be accepting cash or check donations for this program at the Ione Plaza Market on December 7th and 8th from 7:00 AM to 6:00 PM. Checks are made payable to Christmas to Remember. This has been a very successful and long running campaign to support younger members of the community. Plan to donate at any level and make a child's Christmas memorable.

Olde Tyme Christmas

This is the last event of the year at Preston Castle, and will be held on December 10 from 10 AM to 4 PM. You will travel back to olden times at the Castle and find a variety of interesting arts, crafts, jewelry, baked goods, and other gift items while enjoying Christmas carols. This is a chance to buy the perfect items for the holidays and last chance to tour the Castle. Santa will be on hand starting at noon. Self-guided tours of the Castle will be offered from 10:00 to 2:00 for \$10 per person. For vendor information email djdmunson@gmail.com.

"Service Above Self" Award Rhoades & Speer Honored

Last month, the Rotary Club of Ione recognized community members Larry Rhoades and Ron Speer with a "Service Above Self" award. This award represents the Rotary motto of service, and these two individuals have dedicated hundreds of hours in volunteer community service.

Over the years, both Larry and Ron have supported Rotary projects such as the four phases of the Evalynn Bishop Hall renovation, the rebuilding of the Ione Public Library, and the construction of the Little League snack shack at Howard Park.

Larry continues to dedicate volunteer hours to the Ione Train Depot restoration. His knowledge in electrical, plumbing, and carpentry has been invaluable on all projects. Several years ago, Clark's Corner was under renovation when Ron retired from the Unimin Mine. As a person who likes to stay busy, he jumped at the chance to volunteer every day, 8 AM to 3 PM, for six months, with clean up, rebuilding, painting, scraping stucco, and restoration.

Volunteers are the "heart beat" of a community and contribute to the betterment of others. People like Larry and Ron rarely say no, always find the time, give from the heart, and don't tell them it can't be done. Our community is fortunate to have many individuals like Larry and Ron who give of their time and talent, making Ione a great place to live, work, and play.

Rotary meets the 1st, 2nd and 4th Thursdays at noon at Clark's Corner, and at 6:00 PM on the 3rd Thursday. For more information, logon to ionerotary.org.

Help Keep Streets Clean

You can help by keeping fallen leaves and grass clippings on your property, off the sidewalks, and out of the streets. Do not blow, sweep or rake yard debris or leaves into the street or storm drains. ACES Waste Service offers curbside yard waste collection. If you see a storm drain that is clogged, and if you can clear it without danger, please remove the leaves. Use a rake to help you to not enter the street. Residents are not expected to work in the road to remove leaves.

Around Town

Apple Pie Sale

The lone Picnic Association (IPA) is looking ahead to the 2017 Homecoming celebration and raising funds for the Kids Corner Sunday event. This opportunity is just in time for holidays. They are offering frozen Apple Hill 10" deep dish pies. Orders must be placed by November 10th. An order form is included in this mailing, or available at Coldwell Banker in lone, or on Facebook. Pick up will be at Clark's Corner on Friday, November 18th from 4-6 PM, and Saturday, November 19th from 10 AM to 12 noon. Checks are made payable to: lone Picnic Association.

Apple Pie	\$20
Dutch Apple	\$22
Caramel Crunch	\$23
Sugar Free Apple	\$20

lone Community 4-H Tamale Sale

The lone 4-H group is planning a fundraiser to support the local organization with annual projects, supplies, and tools needed for the groups participation in the Amador County Fair each year. They are taking orders for tamale dinners that include eight tamales, rice, beans, chips and salsa, or a dozen tamales. Orders must be received in advance by Monday, November 28th. Pick up will be on Monday, December 5th from 4:00 to 7:00 PM at the lone Elementary School. Cost is \$30 per dinner, or a dozen tamales. Choices include: pork, chicken, chili cheese dinners, or just one dozen tamales in those three choices. Checks are made payable to: lone Community 4-H. Refer to the order form included in this mailing for ordering information. For questions, contact Kristin Smith at 209-327-6602.

Santa's Route – 2016

Santa and his helpers will make their way through lone the week of December 4-7. The lone Fire Department and families will lead the way. The scheduled route is:

- Dec 4 – East side of town route
- Dec 5 – Marlette Street route
- Dec 6 – Mid-town route
- Dec 7 – Edgebrook route
- Dec 8 – Castle Oakes route

Street routes are posted on Facebook at lone Firefighters Association. In case of rain, a make-up schedule will be posted on Facebook.

City Meetings – November 2016

Meetings are held at 6:00 PM – Council Chambers

City Council	November 1 & 15
Planning Commission	November 8
Parks & Recreation	November 22

Agendas are posted at www.ione-ca.com – City Council Link
City Hall's Friday closing time to the public is 1:00 PM

Organization Meetings & Activities

- Amador Co Historical Rail Foundation** – 209-332-0449
2nd Thursday – 6 PM - 810 Court St, Jackson, Rm C
- Bingo at Clarks** – 209-610-9415
4th Thursday, 6:30 to 8:00 PM
- Bingo, Raffle, Food & Drinks** – 209-274-6075
1st Saturday, 7:00 PM - Camanche Community Center
- Castle Oaks Women's Club Luncheon**
Information: 209-274-2625
- Castle Oaks Women's Bible Study Group**
Wednesday - 10-11:30 AM - Call 274-0600
- Disabled American Veterans** - Chapter 118 Meeting
lone Memorial Hall–2nd Wednesday 3:30 PM – 209-274-4956
- Fit After 50 Fitness Class** - lone Methodist Church
Mon & Thurs 9-10 and Wed 9:30 – 10:30
- Grange & Jr Grange Meetings**
2nd Thursday – 6:00 PM – lone Memorial Hall – 209-610-9415
4th Tuesday – 6:00 PM – Sacred Heart Parrish Hall – 274-2048
- IBCA Board Meeting**– www.myione.com
3rd Thursday – 8:30 AM – Board Mtg -Castle Oaks Golf Club
Mixer – 3rd Thursday – 5:30 PM – American River Bank
- lone Homecoming Picnic Association**
General Information: 209-304-7970 or 209-663-1342
- lone Masonic Lodge #80** – 274-0354
2nd Wednesday – 8:00 PM – lone Masonic Hall
- lone Public Library** – 25 E. Main St, lone
Mon & Wed 10-1, Tues 2-7, Thurs 1-5, Fri 1-4
- Methodist Church lone - Food Distribution & Meals**
Interfaith Food Bank and EFAP - 3rd Saturday, 10:30 -12:30
Senior food distribution – 1st Thursday – 11:00-12:00 noon
Senior meals every Thursday – 11:30 AM – Call 223-3015
Free Coffee, Pastries & Conversation 4th Saturday – 9:30-11:30
- Native Sons Parlor 33**
1st & 3rd Wednesday – 7:00 PM – Native Sons' Bldg, lone
- Preston Castle Foundation Meetings**
1st Wednesday - 6:30 PM – Cornerstone Church
- Rotary of lone Club Meeting** – www.ionerotary.org
1st Thursday 6:00 PM – All others 12 noon –Clark's Corner
- Veterans of Foreign War Meeting** – VFW Hall
2nd Friday – Family dinner 6:00 PM – Meeting 7:00 PM
Information – 209-274-4956

Important Numbers

City Hall	209-274-2412
Emergency	911
Non-emergency	209-223-6513 or 209-223-6500
lone City Website	www.ione-ca.com

City of lone NEWS The deadline for input is the 20th of each month. Input forms are available at City Hall, on the City website or email Sharon Long, smlong55@hotmail.com.

Ione Community 4-H

TAMALE SALE

Orders are due by Monday November 28th

Order now, pick up in the Ione Elementary School Cafeteria
Monday December 5, 2016 4:00-7:00

Dinner will include 8 tamales, rice, beans and chips & salsa

Tamale Dinner \$30.00

Dozen Tamales \$30.00

Name: _____ Phone # _____

___ One Pork Dinner @ \$30.00 \$ _____

___ One Chicken Dinner @ \$30.00 \$ _____

___ One Chili Cheese Tamale Dinner @ \$30.00 \$ _____

___ One Dozen Pork Tamales @ \$30.00 \$ _____

___ One Dozen Chicken Tamales @ \$30.00 \$ _____

___ One Dozen Chili Cheese Tamales @ \$30.00 \$ _____

Total Paid \$ _____

Make Checks Payable to: Ione Community 4-H

Mail to: Kristin Smith

1371 Goose Creek Rd.

Ione, Ca 95640

Questions contact Kristin Smith 327-6602

ACES Waste Services, Inc.

6500 Buena Vista Road

Ione, CA 95640

Tel: 209-274-2237 FAX: (209) 274-4308

DEBRIS BOX SERVICE AGREEMENT - TERMS & CONDITIONS

Upon acceptance of **ACES**, debris box customer agrees to the following:

- **Customer understands the debris box rental is for 7 days.** _____ (Initial)
- Customer shall be responsible for all loss or damage to the equipment while in the possession of the customer. _____ (Initial)
- Customer will not overload, move or make any alterations or improvements to the equipment. _____ (Initial)
- **NO** hazardous, toxic, radioactive, E-Waste or U-Waste materials including but not limited to fluorescent (tubes) lamps, microwaves, household (Alkaline type) batteries, mercury thermostats & switches, and/or electronic devices, treated wood (Railroad ties) shall be placed in the debris box. **NO liquids** of any kind are allowed in the box – for more information on the disposal of these materials, contact Amador County Public Works Dept. at (209) 223-6429. If these items are placed in the box you will be required to pick them up from our transfer station and dispose of them properly. _____ (Initial)
- Doors must be closed and customer shall provide unobstructed access on day of collection – customer will be notified and charged for extra trip if equipment is inaccessible. _____ (Initial)
- All material hauled becomes the property of **ACES Waste Services, Inc.** _____ (Initial)
- 10 yard debris boxes are for "Clean Concrete" **ONLY**. Clean Concrete is dried concrete that is no larger than 2' x 2' x 8". There will be a \$40.00 charge for any loads exceeding these dimensions. Contaminated Concrete boxes are unacceptable to recyclers and will be billed at the tonnage rate in your area. _____ (Initial)
- Customer shall be liable for any overweight fines or expense caused by overloading of the equipment. _____ (Initial)
- **ACES** shall not be held responsible for damage to customer's pavement or other driving surface resulting from the weight of the contractor's vehicles and or container. _____ (Initial)
- **ACES** assumes **NO** responsibility for damage to any structure due to container placement. It is **ACES'** policy **NOT** to place containers closer than four (4) feet to **ANY** structure. If instructed by the customer or any agent thereof (whether actual or implied) to disregard this policy, the undersigned agrees to hold **ACES** harmless for any damage. _____ (Initial)
- Extra charges will apply for hauling and disposal of tires, refrigerators, freezers & air conditioners. If you have more than 9 tires to dispose of please contact our office. _____ (Initial)
- Customer authorizes **ACES** to charge their credit card for all charges. _____ (Initial)
- All additional charges **WILL** be charged on credit card _____ (Initial)

Please initial where indicated and fill in the below information. Return to ACES when completed.

INITIAL PAYMENT: 311.50

Initial Payment Includes: Haul: 232.50 1st Ton: 78.00 County Surcharge: 1.00

COMPANY NAME _____

CUSTOMER SIGNATURE _____ DATE _____

SERVICE ADDRESS _____

CUSTOMER NAME (PLEASE PRINT) _____

CONTACT PHONE # _____

www.aceswaste.com

**FREE TO
COUNTY
RESIDENTS!**



HOUSEHOLD HAZARDOUS WASTE COLLECTION

WHEN: As Scheduled Below on Saturday's

WHERE: Buena Vista Waste Transfer Station
6500 Buena Vista Road • Ione, CA

TIME: 9:00 a.m. to 1:00 p.m.

Scheduled Collection Event Dates for 2016:

January 2, 16, 30	May 7, 21	September 3, 17
February 13, 27	June 4, 18	October 1, 15, 29
March 12, 26	July 9, 23	November 12, 26
April 9, 23	August 6, 20	December 10

ITEMS NOT ACCEPTED:

Explosives, Ammunition, Pharmaceuticals, Radioactive Waste

COMMON HOUSEHOLD HAZARDOUS WASTE PRODUCTS INCLUDE:



Waste Limit: 15 gallons or 125 pounds per trip



Antifreeze & Gasoline	Paints & Thinners	Computers and Televisions
Brake Fluids	Household Batteries	Car/ Truck Batteries
Used oil & oil filters	Pesticides & Insecticides	Cell phones
Pool Chemicals	Mercury Products	Non-empty aerosol cans
Home-use Sharps (injection needles)	(thermostats and switches)	Electronic devices
	Fluorescent tubes and bulbs	Household cleaners

BUSINESS WASTE by appointment only (fees will apply)

For more information, contact Waste Management Department at 223-6429

PRINTED ON RECYCLED PAPER

For more information on scheduled collection events or materials, please call
Amador County Waste Management Department at 223-6429
or visit www.co.amador.ca.us/depts/waste

RIVER PINES PUBLIC UTILITY DISTRICT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 14th day of December 2016 by and between the RIVER PINES PUBLIC UTILITY DISTRICT, an independent special district, hereinafter referred to as "DISTRICT", and BARACCO AND ASSOCIATES, whose business address is 40 Eureka Street, Sutter Creek, California 95685, hereinafter referred to as "CONSULTANT";

RECITALS

WHEREAS, DISTRICT wishes to obtain temporary environmental consulting services in conjunction with the Water System Rehabilitation Project; and

WHEREAS, CONSULTANT is willing to provide such services to DISTRICT under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, DISTRICT hereby engages the services of CONSULTANT, and CONSULTANT agrees to serve DISTRICT in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on July 27, 2017, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Termination for Convenience) or 22(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to DISTRICT shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 14 (Confidentiality), 19 (Taxes) and 20 (Access to Records/Retention).
2. **Scope of Services.** CONSULTANT shall provide DISTRICT those services set forth in Exhibit "A", attached hereto and incorporated by reference herein.
3. **Compensation.**
 - (a) **Payment.** Total payments to CONSULTANT under this Agreement shall not exceed \$47,960 without the prior written approval of DISTRICT, expressed through its DISTRICT General Manager.
 - (b) **Rates.** In consideration of CONSULTANT's fulfillment of services actually rendered, DISTRICT shall pay CONSULTANT at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.
 - (c) **Expenses.** Necessary travel, meals and accommodations shall be supported by receipts and listed in detail on any invoice submitted for payment.

4. **Method of Payment.**

(a) **Invoices.** All payments for compensation shall be made only upon presentation by CONSULTANT to DISTRICT of an itemized billing invoice in a form acceptable to the DISTRICT General Manager which indicates, at a minimum, CONSULTANT's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONSULTANT shall submit invoices on the 1st day of each month during the term of the contract to the DISTRICT General Manager who, after review and approval as to form and content, shall authorize payment to CONSULTANT.

5. **Independent Contractor.** CONSULTANT shall perform this Agreement as an independent contractor. CONSULTANT and the officers, agents and employees of CONSULTANT are not, and shall not be deemed, DISTRICT employees for any purpose, including workers' compensation and employee benefits. CONSULTANT shall, at CONSULTANT's own risk and expense, determine the method and manner by which duties imposed on CONSULTANT by this Agreement shall be performed; provided, however, that DISTRICT may monitor the work performed by CONSULTANT. DISTRICT shall not deduct or withhold any amounts whatsoever from the compensation paid to CONSULTANT, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONSULTANT shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONSULTANT, including the agents or sub-consultants of CONSULTANT, shall provide the services required by this Agreement. Because the services to be performed by CONSULTANT under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, DISTRICT, in addition to any other rights or remedies which DISTRICT may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONSULTANT.

7. **Insurance.** CONSULTANT shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) **Workers' Compensation insurance.** Workers' compensation insurance is not required under this Agreement, as CONSULTANT does not have any employees.

(b) **Liability insurance.** CONSULTANT shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

1. **General Liability.** Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONSULTANT or any officer, agent, or employee of CONSULTANT under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONSULTANT arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONSULTANT's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of DISTRICT's Risk Manager, demonstrated by other evidence of coverage acceptable to DISTRICT's Risk Manager, which shall be filed by CONSULTANT with DISTRICT prior to commencement of performance of any of CONSULTANT's duties; shall reference this Agreement by title; shall be kept current during the term of this Agreement; shall provide that DISTRICT shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONSULTANT shall also file with the evidence of coverage an endorsement from the insurance provider naming DISTRICT, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONSULTANT not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of DISTRICT shall pertain only to liability for activities of CONSULTANT under this Agreement, and that the insurance provided is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of DISTRICT's Risk Manager, CONSULTANT shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by DISTRICTS's Risk Manager, which approval shall not be denied unless the DISTRICT's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONSULTANT by this Agreement.

At the option of and upon request by DISTRICT's Risk Manager, if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects to DISTRICT, its officers, employees, agents and volunteers or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONSULTANT shall hold harmless, defend at its own expense, and indemnify DISTRICT and the officers, agents, employees and volunteers of DISTRICT from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONSULTANT or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of DISTRICT or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONSULTANT accepts responsibility for determining and approving the character and fitness of the CONSULTANT, its sub-consultants (including volunteers, agents or representatives) to provide the services required of CONSULTANT under this Agreement, including completion of a satisfactory criminal/background check and periodic rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONSULTANT shall hold DISTRICT and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONSULTANT's actions in this regard.

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 15 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 5 days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The DISTRICT General Manager is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of DISTRICT for cause.

10. Termination for Convenience. This Agreement may be terminated by either party for any reason and at any time by giving no less than 30 days prior written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by DISTRICT unless an opportunity for consultation is provided prior to the effective date of the termination. The DISTRICT General Manager is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of DISTRICT for the convenience of DISTRICT.

11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for the convenience of a party under Paragraph 10, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of DISTRICT, the property of and shall be promptly returned to DISTRICT, although CONSULTANT may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONSULTANT under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only DISTRICT shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONSULTANT shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONSULTANT shall not be relieved of liability to DISTRICT for damages sustained by DISTRICT by virtue of any breach of the Agreement by CONSULTANT whether or not the Agreement expired or was terminated for convenience or cause, and DISTRICT may withhold any payments not yet made to CONSULTANT for purpose of setoff until such time as the exact amount of damages due to DISTRICT from CONSULTANT is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

DISTRICT
Candi Bingham, General Manager
River Pines Public Utility District
PO Box 70
River Pines, CA 95675

CONSULTANT
Bruce Baracco, Principal
Baracco and Associates
P.O. Box 401
Sutter Creek, CA 95685

14. **Confidentiality.** Confidential information is defined as all information disclosed to CONSULTANT which relates to DISTRICT's past, present, and future activities, as well as activities under this Agreement. CONSULTANT shall hold all such information as CONSULTANT may receive, if any, in trust and confidence, except with the prior written approval of DISTRICT, expressed through its DISTRICT General Manager. Upon cancellation or expiration of this Agreement, CONSULTANT shall return to DISTRICT all written and descriptive matter which contains any such confidential information, except that CONSULTANT may retain for its files a copy of CONSULTANT's work product if such product has been made available to the public by DISTRICT

15. **No Assignments or Subcontracts.**

(a) **In general.** A consideration of this Agreement is the personal reputation of CONSULTANT; therefore, CONSULTANT shall not assign any interest in this Agreement or subcontract any of the services CONSULTANT is to perform hereunder (except those subconsultants listed in this Agreement) without the prior written consent of DISTRICT, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONSULTANT, or to perform any of the remaining services required under this Agreement within the same time frame required of CONSULTANT shall be deemed to be reasonable grounds for DISTRICT to withhold its consent to assignment. For purposes of this subparagraph, the consent of DISTRICT may be given by the DISTRICT General Manager.

(b) **Effect of Change in Status.** If CONSULTANT changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONSULTANT. Failure of CONSULTANT to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only DISTRICT may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of CONSULTANT to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

17. **Interpretation; Venue.**

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) **Venue.** This Agreement is made in Amador County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Amador. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Amador County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

18. **Compliance with Laws.** CONSULTANT shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the benefits thereof to any person on the basis of gender or self-identified gender, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONSULTANT shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONSULTANT services or works required of DISTRICT by the State of California pursuant to agreement between DISTRICT and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONSULTANT and any of its subconsultants shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONSULTANT agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONSULTANT performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form I-9 (as it may be amended from time to time) is completed and on file for each employee. CONSULTANT shall make the required documentation available upon request to DISTRICT for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONSULTANT under this Agreement are subcontracted to a third party, CONSULTANT shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subconsultant.

19. **Taxes.** CONSULTANT agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold DISTRICT harmless from any liability it may incur to the United States or the State of California as a consequence of CONSULTANT's failure to pay or withhold, when due, all such taxes and obligations. In the event that DISTRICT is audited for compliance regarding any withholding or other applicable taxes or amounts, CONSULTANT agrees to furnish DISTRICT with proof of payment of taxes or withholdings on those earnings.

20. **Access to Records/Retention.** DISTRICT, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONSULTANT which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONSULTANT shall maintain all required records for at least seven (7) years after DISTRICT makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.
21. **Authority to Contract.** CONSULTANT and DISTRICT each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.
22. **Conflict of Interest.**
- (a) **Covenant of No Undisclosed Conflict.** The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONSULTANT hereby covenants that it presently has no interest not disclosed to DISTRICT and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as DISTRICT may consent to in writing prior to the acquisition by CONSULTANT of such conflict. CONSULTANT further warrants that it is unaware of any financial or economic interest of any public officer or employee of DISTRICT relating to this Agreement. CONSULTANT agrees that if such financial interest does exist at the inception of this Agreement, DISTRICT may terminate this Agreement immediately upon giving written notice without further obligation by DISTRICT to CONSULTANT under this Agreement.
- (b) **Statements of Economic Interest.** Unless it has been determined in writing by the DISTRICT General Manager that CONSULTANT is required to file a Statement of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, no such filing is required.
23. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the public generally.
24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.
25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

BARACCO AND ASSOCIATES
"CONSULTANT"

By Bruce C. Baracco
(Name) Bruce C. Baracco (Title) Principal Planner

RIVER PINES PUBLIC UTILITY DISTRICT
"DISTRICT"

By _____
(Name) Candi Bingham (Title) General Manager

RIVER PINES PUD
WATER SYSTEM REHABILITATION PROJECT
AMADOR COUNTY, CALIFORNIA

SCOPE OF SERVICES

November 15, 2016

TASK 0 - Project Initiation

Proposed Teleconn with River Pines General Manager, KASL Consulting Engineers, Baracco & Associates/MPE, Inc.

Notice to Proceed, Baracco & Associates (BA)

Teleconn with Environmental Team Members (Baracco, Mix, Dave Mitchell AQ Consulting, ESR, Inc, Biological Resources, Ric Windmiller, Archaeologist).

ACTION: Recommend Bi-monthly teleconn meetings with team members, as applicable.

Review a complete and comprehensive Project Description, including relevant maps as provided by Client. Review the Water Rehabilitation Study and maps as prepared by KASL Consulting Engineers. Review engineer drawings for water line layout network to ensure comprehensive clearance for project activities; identify types of construction activities, extent of construction activities, and type of construction equipment proposed.

Commence the initial scoping process by contacting the affected regulatory local, state and federal agencies to request an initial scoping meeting. Request agenda time for a RPPUD Board meeting to introduce project concept and components, and to identify any items of concern.

Commence communication with California Natural Diversity Data Base (CNDDDB) to provide literature search for known occurrences of sensitive species and habitat.

Commence consultation with Native American Heritage Commission (NAHC) for information on known and affected local tribes; initiate tribal consultation.

TASK 1 Preparation of Initial Study; 30 days

ACTION: Schedule bi-monthly teleconn meetings with team members, as applicable.

By February 1, 2017, Prepare and circulate for Client comment, a Proposed Project Action, which specifically outlines all known details of the development and construction of the project.

Identify project deliverables to include the following:

Concurrence on the Area of Potential Effects (APE) by the California State Historic Preservation Office (SHPO); results of initial literature search from the North Central Information Center, California Historical Resources Information System; a sacred lands file search by the Native American Heritage Commission; queries to Native Americans listed by the commission and to the Amador County Historical Society requesting information on any sites of importance after a review of pertinent literature.

Dependent upon literature search and review by CA SHPO, conduct field review of any new area of proposed disturbance.

Initial review of known botanical and biological resources; determination by California Dept. of Fish & Game (CDFG) and US Fish & Wildlife Service (USF&WS) of need for comprehensive field survey for Threatened and Endangered, Sensitive, and Candidate Species and habitat.

Dependent upon presence of sensitive species and habitat, conduct field review of potential occurrences.

Provide on-going coordination with regulatory local, state, and federal agencies, with a final determination from applicable agencies on the requisite field studies, inspections, surveys, and written technical reports.

Prepare and circulate Initial Study for public consultation and to meet regulatory framework and timeline.

EST COSTS: December-January 2017 = \$6,740.

TASK 2 Agency Coordination, Literature Search and Assessment, Field Studies, as applicable, 45 days+

ACTION: Schedule bi-monthly teleconn meetings with team members, as applicable.

Provide on-going coordination with regulatory local, state, and federal agencies; follow up with requests for additional data. Agency Determinations anticipated to be made by July 1, 2017; however, timeliness would depend upon species and habitat identified, and resultant occurrence of discrete species, along with CA SHPO determination of No Effect.

EST COSTS: February-March 2017 = \$5,560, plus resource field studies \$18,600

TASK 3 Prepare Draft Mitigated Negative Declaration, 45 days

ACTION: Schedule bi-monthly teleconn meetings with team members, as applicable.

Dependent upon timely resolution of requisite field studies and written technical reports, preparation of Draft Mitigated Negative Declaration, by May 1, 2017. Client and technical team comments to be incorporated by May 15, 2017; Mitigated Negative Declaration submitted by May 20, 2017; and circulated by California Clearing House as their schedule and statutory regulations dictate.

Circulate Draft Mitigated Negative Declaration (DMND) for regulatory comments.
Circulation of DMND – 30 days.

EST COSTS: April-May-June = \$10,600.

TASK 4 Prepare Mitigation, Monitoring Report

ACTION: Schedule bi-monthly teleconn meetings with team members, as applicable.

Upon consultation and review by regulatory agencies, prepare Mitigation and Monitoring Report to be attached to the approval Resolution as an Exhibit.

EST COSTS: June-July 2017 = \$3,400.

Submitted by: Mary Ann Mix, MPE, Inc. P.O. Box 2897, Sun Valley, ID 83353
mix@mpeinc.net; 408-384-2486

RIVER PINES PUD
WATER SYSTEM REHABILITATION PROJECT
AMADOR COUNTY, CALIFORNIA

SCOPE OF SERVICES

November 15, 2016

TASK 0 - Project Initiation

Proposed Teleconn with River Pines General Manager, KASL Consulting Engineers, Baracco & Associates/MPE, Inc.

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Commence consultation with Native American Heritage Commission (NAHC) for information on known and affected local tribes; initiate tribal consultation.

TASK 1 Preparation of Initial Study; 30 days

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EST COSTS: February-March 2017 = \$5,560, plus resource field studies \$18,600

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Circulate Draft Mitigated Negative Declaration (DMND) for regulatory comments.
Circulation of DMND – 30 days.

EST COSTS: April-May-June = \$10,600.

TASK 4 Prepare Mitigation, Monitoring Report

ACTION: Schedule bi-monthly teleconn meetings with team members, as applicable.

Upon consultation and review by regulatory agencies, prepare Mitigation and Monitoring Report to be attached to the approval Resolution as an Exhibit.

EST COSTS: June-July 2017 = \$3,400.

Submitted by: Mary Ann Mix, MPE, Inc. P.O. Box 2897, Sun Valley, ID 83353
mix@mpeinc.net; 408-384-2486

**RIVER PINES PUD WATER SYSTEM REHABILITATION PROJECT
MITIGATED NEGATIVE DECLARATION
COST ESTIMATE - OCTOBER 17, 2016**

Exhibit B

Description	Labor Category	Hourly Rate	Man Hours	Total Labor
TASK 1				
Prepare I.S., Circulate, Address Comments	Sr. Peer Review	\$110.00	10	\$1,100.00
	Sr. Environmental Planner/PM	\$106.00	40	\$4,240.00
	Reg Specialist/SR EDITOR	\$76.00	12	\$912.00
	Project Admin	\$70.00	10	\$700.00
	Subtotal			\$6,952.00
TASK 2				
Coordination: PUD, KASL, subs, state, feds Resource Field Studies, Reports	Sr. Peer Review	\$110.00	18	\$1,980.00
	Sr. Environmental Planner/PM	\$106.00	22	\$2,332.00
	Reg Specialist/Sr Editor	\$76.00	12	\$912.00
	Project Admin	\$70.00	10	\$700.00
	Subtotal			\$5,924.00
TASK 3				
Prepare MND and Address Comments	Sr. Peer Review	\$110.00	26	\$2,860.00
	Sr. Environmental Planner/PM	\$106.00	48	\$5,088.00
	Reg Specialist/Sr Editor	\$76.00	22	\$1,672.00
	Project Admin	\$70.00	14	\$980.00
	Subtotal			\$10,600.00
TASK 4				
Prepare Mitigation, Monitoring, Reporting	Sr. Peer Review	\$110.00	12	\$1,320.00
	Sr. Environmental Planner	\$106.00	14	\$1,484.00
	Reg Specialist/Sr Editor	\$76.00	6	\$456.00
	Project Admin	\$70.00	2	\$140.00
	Subtotal			\$3,400.00
TASK TOTALS				\$26,876.00
REIMBURSABLE COSTS				
Direct Expense, Printing, Repro, Mail				\$100.00
ESR, Inc, Biological Resources Evaluation				\$6,000.00
Windmiller Archaeological Resources, Lit Search, Cultural Pedestrian Survey				\$7,800.00
Mitchell AQ Consultants, GHG & Air Quality Report				\$4,800.00
Contingency of 5%, as applicable for unknown site resources				\$2,384.00
TOTAL REIMBURSABLE COSTS				\$21,084.00
TOTAL COST ESTIMATE				\$47,960.00