

Staff Report

TO: Board of Directors

FROM: Shannon Wood, Business Services Technician
Doug Roderick, P.E., Director of Engineering

DATE: September 28, 2022

**SUBJECT: Maranatha Place District Financed Waterline Extension Funding
Agreements - FATR#2409 – Consent**

ENGINEERING DEPT

RECOMMENDATION:

Approve funding agreements with twelve (12) property owners within the Maranatha Place District Financed Waterline Extension Project.

BACKGROUND:

At the June 8, 2022 Board meeting, staff presented several potential changes to the existing District Financed Waterline Extension (DFWLE) Program. After discussion, the Board approved the following changes to the DFWLE program: financing participating parcels for 20 years versus 30 years, interest rate based on prime rate of 4%, and elimination of the “not to exceed” cost estimate component. Due to the volatility of material and labor costs and the elimination of the “not to exceed” language, included in the Funding Agreements (Agreement) is an option for the participants to opt out once the bids are received. During the June 8, 2022 meeting, staff also recommended a timeline regarding the four existing DFWLE projects. This timeline included having public kickoff meetings with the four project groups to discuss the new changes to the program and having executed funding agreements brought to the Board in October.

A neighborhood kickoff meeting was held on June 21, 2022. Good faith deposits in the amount of \$5,129 per participant and funding Agreements have been executed by 12 property owners who are now identified as the project participants. The minimum number of participants for this project to achieve the 50% participation requirement was 11.

The project consists of installation of approximately 2,923 LF of 8-inch treated water pipeline and three (3) fire hydrants to serve a total of 21 parcels. The overall

project costs are estimated at \$816,072. Connection charges are \$12,430. The total cost per participant, including connection charges, is \$51,291.

FINANCIAL IMPACT:

The overall project estimate is \$816,072, not including Connection Charges, to be recovered through DFWLE Funding Agreements or future District Reimbursement as follows:

Reimbursement Potential (based on participation): \$466,332

Cash Deposit 10% Good Faith Deposit (12 @ \$3,886): \$46,633 – beginning of project

Deferred Revenue (12 @ \$34,975): \$419,700 – plus interest over 20 years

Plus, Future Reimbursement (9 parcels @ \$38,861*): \$349,749

*Note: then current rate when meter is requested to be adjusted by CCI per Policy 3175, District Installed Pipeline Reimbursements

Connection Charges (12 Funding Agreements based on 2022 rates): \$149,160

Cash Deposit 10% Good Faith Deposit (12 @ \$1,243): \$14,916 – beginning of project

Deferred Revenue (12 @ \$11,187): \$134,244 – plus interest over 20 years

Plus, Future Connection Charges (9 parcels @ \$12,430* {2022 rates}): \$111,870

*then current rate when meter is requested

BUDGETARY IMPACT: This project will be included in the 2023 budget. The overall project estimate is \$816,072.

ATTACHMENTS (2)

- Sample Funding Agreement w/Exhibits
- Vicinity Map showing 12 participating parcels

SM/DR

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

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

APN: 025-512-025

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

**FUNDING AGREEMENT
for FREITAS
(District Financed Waterline Extension)
Maranatha Place Waterline Extension**

THIS AGREEMENT made and entered into this 17th day of August, 2022, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "DISTRICT" and Glenn A. Freitas and Sandra L. Freitas, Trustees of the Glenn A. Freitas and Sandra L. Freitas Revocable Trust, dated June 23, 2010, hereinafter referred to as "PARTICIPANT", sets forth the terms and condition under which District shall provide the up-front financing for the installation of a treated water pipeline to serve lands of PARTICIPANT and lands of other beneficiaries and by which PARTICIPANT shall pay back amounts advanced by DISTRICT with billings for monthly water charges.

RECITALS

WHEREAS,

1. PARTICIPANT is the owner of Nevada County Assessor Parcel Number 025-512-025, hereinafter referred to as "PARCEL." PARCEL, having a site address of 10433 Maranatha Place, Grass Valley, is described in vesting deed recorded on February 21, 2013, at Document Number 20130005178, Nevada County Records, and is generally shown as "PIQ" (Parcel in Question) on Exhibit "A", attached hereto and made a part hereof. All other parcels participating in the project are also shown in Exhibit "A".
2. PARCEL does not currently have DISTRICT treated water service available.
3. PARTICIPANT owns one parcel in a group of several other participating parcels, the owners of which also desire treated water service from DISTRICT.
4. DISTRICT has completed a water service study to determine requirements for water service availability to the PARCEL and other parcels participating in the project all as shown in Exhibit "A". The water system improvements required to provide service are known as the Maranatha Place Waterline Extension Project, and are shown schematically in Exhibit "A", and are collectively referred to herein as "WLE".

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

NOW, THEREFORE, the parties mutually agree as follows:

A. DEFINITIONS:

1. PARTICIPANT: Owner(s) of the PARCEL as identified herein which is/are a party to this agreement.
2. Participating Parcels: Those parcels identified in Exhibit "A" by their Assessor Parcel Numbers and by which owner(s) have executed a valid Treated Water Service Extension Agreement, including the PARCEL as identified herein. For the purposes of this agreement, the total number of *Participating Parcels* is set at twelve (12).

3. Waterline Extension (WLE): All DISTRICT facilities required to provide treated water service to the participating parcels shown in Exhibit "A", including but not limited to, pipelines and appurtenances, fire hydrants, service assemblies, pressure reducing stations, pump stations, storage tanks, land, and easements.
4. Estimated Project Cost: Total project cost as estimated by DISTRICT for purposes of defining PARCEL'S obligations under this agreement, said estimate being shown in Exhibit "B" attached hereto and made a part hereof.
5. Total Project Cost: All costs associated with the design and installation of the WLE, including but not limited to, pre-design, compliance with the California Environmental Quality Act, design, land and easement acquisition, construction contracts, inspection, construction contract administration, consulting services, administration of consulting service agreements, and all DISTRICT material, labor, and equipment, including overhead.
6. PARCEL'S Share: PARCEL'S *Share* of the *Estimated Project Cost* as calculated in Exhibit "C" attached hereto and made a part hereof. PARCEL'S *Share* shall be adjusted to reflect the actual *Total Project Cost*. If the actual Total Project Cost results in PARCEL's share being greater than 10% more than PARCEL's share of the Estimated Project Cost, DISTRICT will provide notice to PARTICIPANT of the significant increase in cost. PARTICIPANT may terminate this AGREEMENT within 10 days of the date of such notice from the DISTRICT by providing notice of termination to DISTRICT. If DISTRICT does not receive PARTICIPANT's notice of termination by the deadline, then this AGREEMENT will automatically remain in full force and effect and PARTICIPANT will be deemed to have waived and will no longer have the option of terminating this AGREEMENT. If due to PARTICIPANT's notice of termination or other participants' notice(s) of termination, the WLE no longer meets the minimum threshold for total participation, then DISTRICT may terminate this AGREEMENT by providing written notice of termination to PARTICIPANT. In the event of termination either by DISTRICT or PARTICIPANT, DISTRICT will reimburse PARTICIPANT's remaining deposit pursuant to Section C, below.
7. PARCEL'S Total Charge: PARCEL'S *connection charge*, composed of capacity charge(s), meter installation charges for the requested 5/8" water meter(s), and PARCEL'S *Share*, less any cash deposits required herein, all as calculated in Exhibit "C". See Exhibit "D" attached hereto and made a part hereof for Schedule 4-A (Capacity and Meter Installation Charges).
8. Payment Recovery Period: The number of months allowed for recovering project costs advanced by District, including a surcharge. For the purposes of this agreement, the *Payment Recovery Period* shall be set at 240 months.
9. Base Monthly Recovery Charge: The monthly charge required to recover PARCEL'S *Total Charge* over the Payment Recovery Period, all as calculated in Exhibit "C".
10. Surcharge Multiplier: An integer applied to the *Base Monthly Recovery Charge* for as long as any portion of PARCEL'S *Total Charge* is outstanding that reflects the interest earnings lost by District as a result of funding the WLE. For the purposes of this agreement, the *Surcharge Multiplier* shall be as calculated in Exhibit "C".

11. Service Extension Charge (SEC): The Base Monthly Recovery Charge plus the amount derived by the Surcharge Multiplier, all as calculated in Exhibit "C". The *Service Extension Charge*, herein after referred to as "SEC", shall be added to the monthly treated water bill for the PARCEL as a line item separate from the consumptive use charges.
12. Subdivision of a Parcel: Any action that creates two or more parcels or separate residential units, including but not limited to condominiums or town homes, which will be described by separate deeds.

B. GENERAL:

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

C. PARTICIPANT'S DEPOSIT:

PARTICIPANT has paid to DISTRICT a good-faith deposit of \$5,129 as calculated in Exhibit "C"; receipt of which is hereby acknowledged. PARTICIPANT'S deposit shall be aggregated with all other deposits received from Participating Parcels. PARTICIPANT agrees that District shall not refund any part of PARTICIPANT'S prorated share of the aggregated total deposit required to reimburse DISTRICT for work performed, and materials and equipment supplied; including overhead charges. The unused balance of said deposit shall be refunded if the DISTRICT fails to provide treated water service through its own actions, not caused nor contributed to by any one participant or group of participants, or due to actions

not within the control of DISTRICT, or this agreement is terminated by mutual agreement between DISTRICT and PARTICIPANT.

D. APPLICATION FOR WATER SERVICE:

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

E. WATER BILL:

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

F. FAILURE TO PAY THE SEC:

1. PARTICIPANT understands and agrees that failure to pay the portion of the SEC, in part or in whole, shall cause the water bill to become delinquent and may result in the termination of treated water service to the PARCEL and removal of the water meter. As defined in Section 6 of DISTRICT Rules and Regulations, a water bill shall be considered delinquent 10 days after issuance and if not paid within 70 days of issuance service may be turned off. DISTRICT Rules and Regulations in effect at that time shall determine the circumstances under which a turn-off notice and/or turn off is issued.

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

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

1. DISTRICT agrees to accept without penalty or prepayment charge, prepayment of all or a minimum portion of the then remaining balance of PARCEL'S *Total Charge* as allowed herein. Prepaid amounts will not include the *Surcharge Modifier*.
2. Upon receiving a prepayment conforming to the above criteria, DISTRICT shall determine the remaining months in PARTICIPANT'S *Payment Recovery Period*, effective at the time of receipt of such prepayment, by deducting the number of prior SEC payments received from PARTICIPANT'S *Payment Recovery Period* taking into account any other such adjustments to PARTICIPANT'S *Payment Recovery Period* as allowed herein and elsewhere in this agreement.

3. The remaining balance of PARTICIPANT'S *Payment Recovery Period* shall be reduced by the number of months equal to the pre-payment amount divided by the *Base Monthly Recovery Charge*, rounded down to the nearest whole number. Any remaining portion of the prepayment represented as a fraction of a month will be placed as a credit on the PARCEL water account.
4. DISTRICT agrees that the SEC shall be removed from the water bill for PARCEL at such time as the remaining balance of PARTICIPANT'S *Payment Recovery Period* reaches zero. All other applicable water charges shall remain in full force and effect in accordance with DISTRICT'S rules and regulations.

H. SUBDIVISION OF PARCEL:

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

I. GENERAL REIMBURSEMENT:

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

L. TRANSFERS & DUE ON TRANSFER CLAUSE:

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

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

M. TERMINATION:

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

N. NOTICES:

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

DISTRICT:

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

PARTICIPANT:

Glenn A. Freitas
Sandra L. Freitas
10433 Maranatha Place
Grass Valley, CA 95949

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

NEVADA IRRIGATION DISTRICT

PARTICIPANT

By _____
Board President

By 
Glenn A. Freitas, Trustee

By _____
Board Secretary

By 
Sandra L. Freitas, Trustee

(Notarize all signatures by Acknowledgement)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of NEVADA

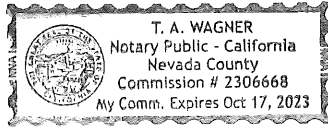
On 8-25-2022 before me, T.A. WAGNER, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared GLENN A. FREITAS }
Name(s) of Signer(s)
SANDRA L FREITAS

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

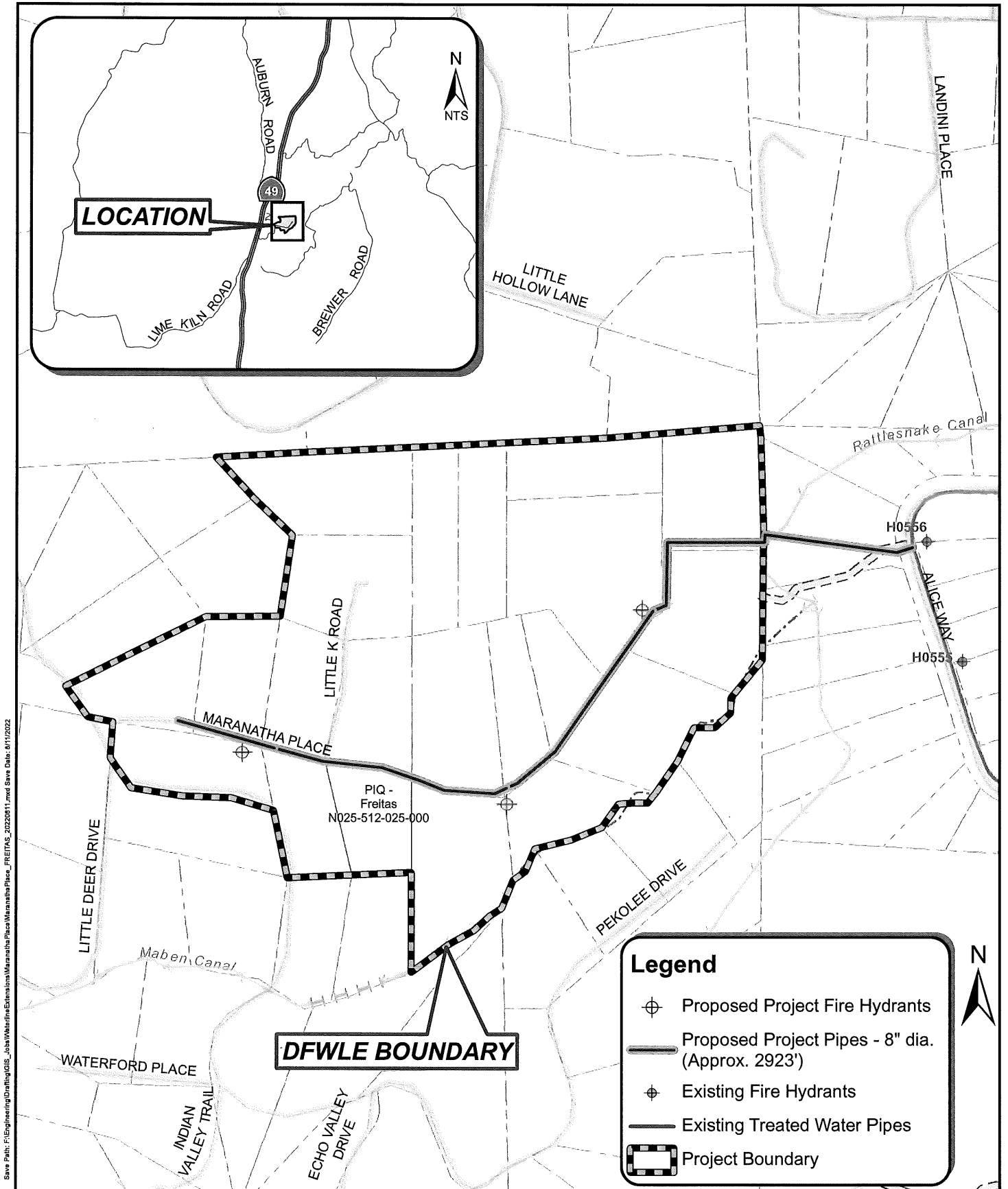
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: FUNDING AGREEMENT
Document Date: 8-17-2022 Number of Pages: 8
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____



Save Path: F:\Engineering\Drainage\GIS_Jobs\WaterlineExtensions\MaranathaPlace\MaranathaPlace_PFE\TMS_20220811.mxd Save Date: 8/11/2022

Legend

- Proposed Project Fire Hydrants
- Proposed Project Pipes - 8" dia. (Approx. 2923')
- Existing Fire Hydrants
- Existing Treated Water Pipes
- Project Boundary

MARANATHA PLACE DFWLE - DIVISION 2

Date: 8/11/2022

Drawn By: L. HAMMER

NEVADA IRRIGATION DISTRICT

NEVADA COUNTY - PLACER COUNTY
GRASS VALLEY, CALIFORNIA

EXHIBIT 'A'

Scale: 1" = 400' @ 8.5x11

Sheet: 1 of 1



Cost Estimate
MARANATHA PLACE
 District Financed Waterline Extension
 April 11, 2022

ADMINISTRATION

FATR - 2409

Description	Quantity		Unit Cost	Total Cost	District Participation		Project Participant Costs	
					Transmission & Storage Facilities	Community Investment Funds		
Up-Front	Preliminary engineering study (Labor)	1	ls	\$500	\$500	\$0	\$0	\$500
	Engineering administration (Labor)	1	ls	\$1,500	\$1,500	\$0	\$0	\$1,500
	Survey and Engineering (Labor)	1	ls	\$1,500	\$1,500	\$0	\$0	\$1,500
	Right of way (Labor)	1	ls	\$1,000	\$1,000	\$0	\$0	\$1,000
	Engineering/Administration Subtotal				\$4,500	\$0	\$0	\$4,500
Burden on Payroll (Labor only)	47	%		\$2,115	\$0	\$0	\$2,115	
<i>Subtotal</i>				\$6,615	\$0	\$0	\$6,615	
After Agreement	Contract administration (Labor)	1	ls	\$3,000	\$3,000	\$0	\$0	\$3,000
	Engineering administration (Labor)	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
	Engineering (Consulting fees)	1	ls	\$0	\$0	\$0	\$0	\$0
	Drafting (Labor)	1	ls	\$4,000	\$4,000	\$0	\$0	\$4,000
	Survey (Labor)	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
	Inspection (Labor)	1	ls	\$7,500	\$7,500	\$0	\$0	\$7,500
	Right of way (Labor)	1	ls	\$9,000	\$9,000	\$0	\$0	\$9,000
	Right of way (Acquisition) ¹	4	ls	\$6,500	\$26,000	\$0	\$0	\$26,000
	Right of way (Consultant)	4	ls	\$2,500	\$10,000	\$0	\$0	\$10,000
	CEQA administration (Labor) ²	1	ls	\$500	\$500	\$0	\$0	\$500
	Fish & Game, CEQA, & Recording Fees	1	ls	\$0	\$0	\$0	\$0	\$0
Engineering/Administration Subtotal				\$80,000	\$0	\$0	\$80,000	
Burden on Payroll (Labor only)	47	%		\$20,680	\$0	\$0	\$20,680	
<i>Subtotal</i>				\$100,680	\$0	\$0	\$100,680	
Administration Subtotal				\$107,295	\$0	\$0	\$107,295	

CONSTRUCTION

Description	Quantity		Unit Cost	Total Cost	District Participation		Project Participant Costs
					Transmission & Storage Facilities	Community Investment Funds	
Clearing and grubbing/bonds/mob	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
8-inch pipe	3,170	ft	\$110	\$348,700	\$0	\$0	\$348,700
2-inch blowoff	2	ea	\$2,700	\$5,400	\$0	\$0	\$5,400
Air release assembly	3	ea	\$3,600	\$10,800	\$0	\$0	\$10,800
8-inch valve	3	ea	\$2,540	\$7,620	\$0	\$0	\$7,620
Fire hydrant	3	ea	\$9,300	\$27,900	\$0	\$0	\$27,900
Main ending with blowoff	1	ls	\$8,520	\$8,520	\$0	\$0	\$8,520
Single service assembly	23	ea	\$5,100	\$117,300	\$0	\$0	\$117,300
Double service assembly	0	ea	\$2,000	\$0	\$0	\$0	\$0
Roadway Restoration - 3-ft wide Asphalt ³	6,690	sf	\$3.75	\$25,088	\$0	\$0	\$25,088
Patching-Miscellaneous	0	ls	\$0	\$0	\$0	\$0	\$0
Rock Removal	200	cy	\$275	\$55,000	\$0	\$0	\$55,000
<i>Construction Subtotal</i>				\$616,328	\$0	\$0	\$616,328
Contingency	15	%		\$92,449	\$0	\$0	\$92,449
Construction Subtotal				\$708,777	\$0	\$0	\$708,777

TOTAL ESTIMATED PROJECT COST \$816,072 \$0 \$0 \$816,072

TOTAL PARTICIPANT COST PER PARCEL = \$38,861

21 Total Parcels
 5 Variances, 16 Mainline

¹ Easement required on four properties

² Cost is for a Categorical Exemption

³ Assuming pipe is installed within chipsealed roadway, asphalt restoration of trench and T-cut (3 feet wide)

3 feet wide Asphalt Restoration (2 feet trench + 6" x 2 "T" sides)
 2230 ft long paved portion (chip seal)
 6690 sq ft - Surface for Road

**Maranatha Place - DFWLE
Conceptual Cost Estimate - April 2022**

REQUIRED INFORMATION

Number of <i>Parcels</i> :	21
<i>Payment Recover Period</i> :	240 Months (Per Funding Agreement)
<i>Estimated Participant Const./Admin. Cost</i> ¹ :	\$816,072 (See attached budget)
Capacity Charge 5/8" Meter:	\$11,985 (2022 rates)
Meter Installation Charge 5/8" Meter:	\$445.20 (2022 rates)
Surcharge Multiplier:	1.45436

CALCULATIONS

PARTICIPANT'S Share:

Estimated Project Cost ÷ Number of Total Parcels (\$816,072/21) =	\$38,861
Plus Meter Capacity Charge & Installation Charge (\$11,985+\$445.20) =	\$12,430
	\$51,291

PARTICIPANT'S Good-Faith Deposit:

10% of PARTICIPANT'S Share ² =	\$5,129
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PARTICIPANT'S Total Charge:

PARTICIPANT'S Total Share minus PARTICIPANT'S Good-Faith Deposit (\$51,291-\$5,129) =	\$46,162
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Monthly Recovery Charge:

PARTICIPANT'S Total Charge ÷ Payment Recovery Period (\$46,162/240)=	\$192.34
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Surcharge Multiplier:

Monthly multiplier for NID financing at 4% APR =	1.45436
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PARTICIPANT'S Monthly Service Extension Charge (SEC):

Base Monthly Charge * Surcharge Multiplier (\$192.34*1.45436) =	\$279.73
---	-----------------

Exhibit C

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-A1
EFFECTIVE JANUARY 1, 2022

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

STANDBY CHARGES²: \$6.00 per month per parcel

CONNECTION FEES³, Non-Commercial⁴ use

Drop In (Existing Meter Box and Water Service Lateral)

Simple Drop In		-----Capacity Charge-----	
Meter Size	Installation Charge	Parcels In District Prior to 03/01/2007	Parcels Annexed to District After 03/01/2007
5/8"	445.20	\$ 11,985.00	\$ 16,073.00
3/4"	468.70	17,258.00	23,146.00
Complex Drop In, Domestic Meter & Fire Meter Installation			
5/8" & 1"	\$2,052.30	\$ 11,985.00	\$ 16,073.00
3/4" & 1"	2,075.80	17,258.00	23,146.00

Installation Requiring Tap to Main*

		-----Capacity Charge-----	
Meter Size	Installation Charge	Parcels In District Prior to 03/01/2007	Parcels Annexed to District After 03/01/2007
5/8"	\$ 7,562.60	\$ 11,985.00	\$ 16,073.00
3/4"	7,586.20	17,258.00	23,146.00
1"	7,628.70	30,683.00	41,043.00
1 1/2"	7,843.60	69,021.00	92,910.00
2"	8,013.30	122,725.00	164,599.00
Over 2"	DETERMINED BY DISTRICT		
Domestic Meter & Fire Meter Installation			
5/8" & 1"	\$ 8,031.90	\$ 11,985.00	\$ 16,073.00
3/4" & 1"	8,055.50	17,258.00	23,146.00

***Service Lateral Installation Cost**

\$108.00 per foot of service lateral installed per standard detail
(in addition to meter installation cost)

NOTE:

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

¹BOD 01/25/2017; 09/13/2017; 06/27/2018; 12/08/2021

² BOD 12/12/1990, 12/09/1993; Rules & Regulations Section 4.02.01

³ Rules & Regulations Section 4.04

⁴ Rules & Regulations Section 4.01.04

Exhibit D

FREITAS, GLENN A

CYCLE	[FACILITY]	ACCOUNT NUMBER
M2	10314	43281-0

**RETURN SIGNED
ORIGINAL TO NID**

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

APPROXIMATE P.S.I. # 185

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

DATE: 8/11/2022

EFFECTIVE DATE: 8/11/2022

THE APPLICANT REQUESTS DISTRICT TO SUPPLY TREATED WATER AS INDICATED:

TO BE USED ON PROPERTY OWNED BY: GLENN A FREITAS
 OWNER'S MAILING ADDRESS: 10433 MARANATHA PLACE
GRASS VALLEY CA 95949-9261

OFF RATE
 SERVICE SIZE 5/8"
 DCV/RP 3/4" DCV
 RPD SERVICE _____
 FIRE SERVICE _____
 SMARTVILLE SERVICE _____

BUSINESS NAME (IF APPLICABLE) _____
 SUBDIVISION/LOT/UNIT: _____ PARCEL NUMBER: N025-512-025-000
 DELIVERY FROM: LOMA RICA SYSTEM
 SERVICE ADDRESS: MARANATHA PLACE, 10433

ROUTE 08
 BOOK/PAGE _____
 METER NUMBER _____

NON-COMMERCIAL COMMERCIAL FORMER CONSUMER: FREITAS, GLENN A

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

SERVICE CONNECTION FEE 12,430.00
 DCV/RP FEE 480.80
 STANDBY FACTOR/FEE 0.00
 ENCROACHMENT FEE DEPOSIT -5,129.00
 OTHER: EST PROJ COST 38,861.00
 TOTAL DUE 46,642.80

OWNER'S SIGNATURE: X _____
 APPLICANT SIGNATURE: X _____
(COMMERCIAL ONLY)
 NAME (IF OTHER THAN ABOVE) _____
 MAILING ADDRESS _____

NID BY: TP

FORM 4-C

MARANATHA PLACE DFWLE PARTICIPANT – FEES FINANCED PER FUNDING AGREEMENT

CYCLE	[FACILITY]	ACCOUNT NUMBER	DATE
M2	10314	43281-0	8/11/2022

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

SVC SIZE 5/8" DCV/RP 3/4" DC PSI 185

PROPERTY OWNER GLENN A FREITAS
 ADDRESS 10433 MARANATHA PLACE
GRASS VALLEY CA 95949-9261

DELIVERY FROM LOMA RICA SYSTEM
 PARCEL NUMBER: N025-512-025-000

SUBDIVISION/LOT/UNIT _____
 SERVICE ADDRESS MARANATHA PLACE, 10433

ROUTE 08 BOOK/PAGE _____

EFFECTIVE DATE 8/11/2022

FORMER CONSUMER: FREITAS, GLENN A

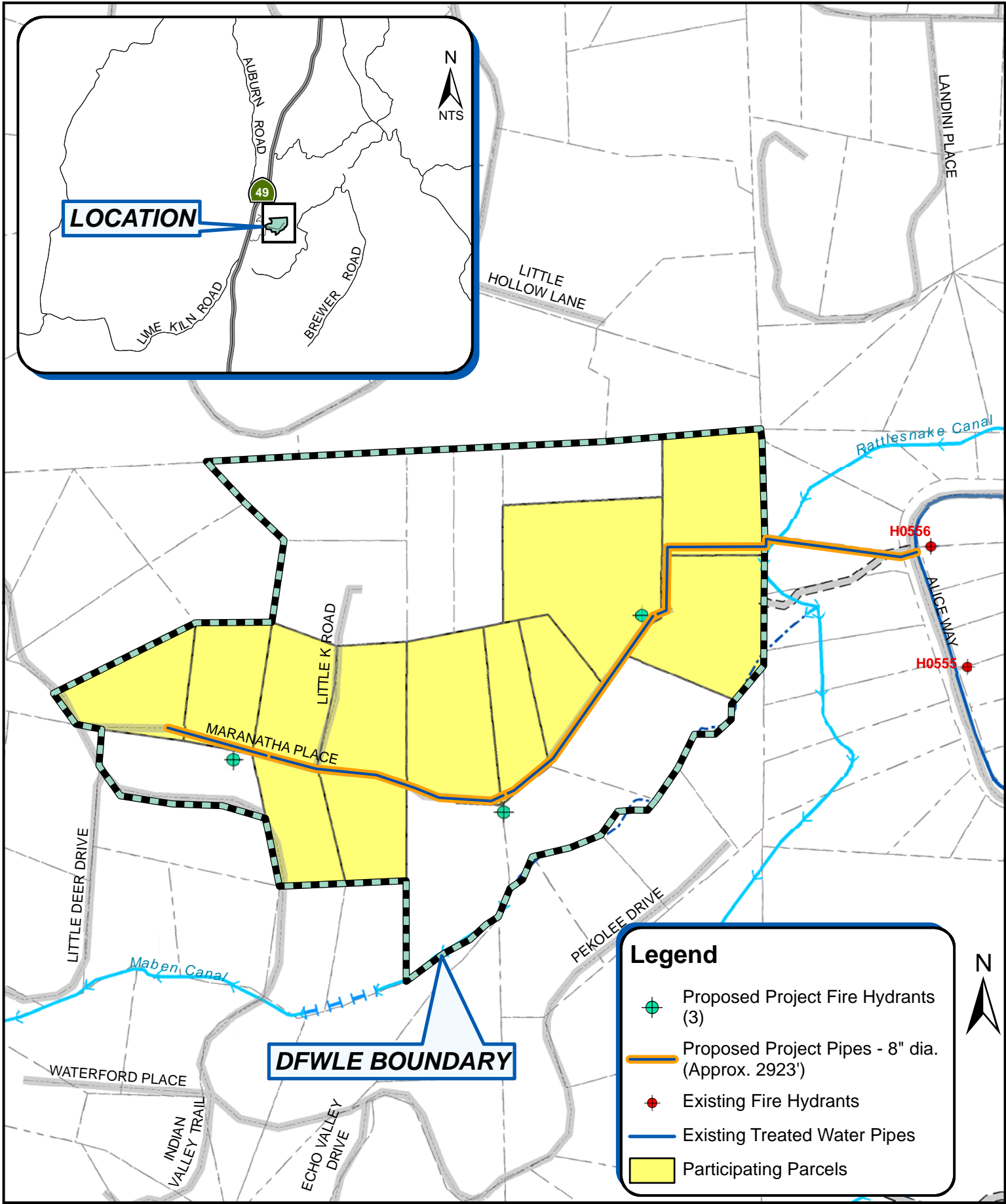
SERVICE CONNECTION FEE 12,430.00
 DCV/RP FEE 480.80
 STANDBY FACTOR/FEE 0.00
 ENCROACHMENT FEE DEPOSIT -5,129.00
 OTHER: EST PROJ COST 38,861.00
 TOTAL DUE 46,642.80

NON-COMMERCIAL COMMERCIAL

NID BY: TP

Exhibit E






Save Path: F:\Engineering\Drafting\GIS_Local\WaterlineExtensions\MaranathaPlace_Template.mxd Save Date: 9/19/2022



LOCATION

DFWLE BOUNDARY

Legend

-  Proposed Project Fire Hydrants (3)
-  Proposed Project Pipes - 8" dia. (Approx. 2923')
-  Existing Fire Hydrants
-  Existing Treated Water Pipes
-  Participating Parcels

MARANATHA PLACE DFWLE - DIVISION 2



Date: 9/19/2022
Drawn By: L. HAMMER

NEVADA IRRIGATION DISTRICT
NEVADA COUNTY -- PLACER COUNTY
GRASS VALLEY, CALIFORNIA

EXHIBIT 'A'
Scale: 1" = 400' @ 8.5x11
Sheet: 1 of 1