

# Staff Report

TO: Board of Directors

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

DATE: September 27, 2023

SUBJECT: Table Meadow Rd Phase 3 District Financed Waterline Extension Funding Agreement – McCormick – (Consent)

**ENGINEERING DEPT** 

# **RECOMMENDATION:**

Approve Funding Agreement with David McCormick, property owner within the Table Meadow Road Phase 3 District Financed Waterline Extension (DFWLE) Project (Project No. 2434).

# BACKGROUND:

The Board of Directors executed Funding Agreements with 13 property owners at the October 26, 2022, meeting. Plans and specifications were sent out to bid in January 2023. Subsequently, at the March 22, 2023, Board meeting, a construction contract was awarded to McGuire & Hester.

The project included approximately 3,260 LF of 8-inch pipe and 3 public fire hydrants, which could serve a total of 21 parcels, 13 of which are participating parcels. Construction of the project is complete and is in the process of being reconciled.

This project was approved by the Board under the previous DFWLE program, and Section 10.20.10 of District Rules and Regulations stated that "fully executed DFWLE Funding Agreements and good faith deposits, as outlined in section 10.20.08, will be accepted up to 30 days from written notice of completion of a new treated water line as defined in Section 4.02.01". Since written notice has not yet been provided due to the project not being reconciled, this parcel is eligible for financing as it was available to the existing parcels. This parcel was included in the project map and was identified as a non-participating parcel, so the project boundary has not changed. The parcel has changed ownership since the inception of the project and the new owner would like to have treated water service to the home. The remaining non-participating parcel owners identified within the project boundary will receive written notice of completion of the project. After the 30-day deadline, non-participating parcels will not be eligible for the financing option and property owners will have to make payment in full in order to receive water service.

The funding for this project has already been encumbered, and the District is financially liable for this parcel until water service is requested. By adding this additional parcel funding agreement, the District is ultimately reducing its financial liability, although it will take 20 years to recuperate its costs for this parcel.

Staff is recommending the Board of Directors approve and execute the Funding Agreement with David McCormick.

**BUDGETARY IMPACT**: The District will be recuperating the proportionate share of the Table Meadow Road Phase 3 DFWLE project costs.

# ATTACHMENT (2)

- Funding Agreement McCormick
- Table Meadow Rd Phase 3 Map showing Participants

DR/SW

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

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

APN: 021-680-012

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

# FUNDING AGREEMENT for McCORMICK

# (District Financed Waterline Extension) Table Meadow Road Phase 3 Waterline Extension

THIS AGREEMENT made and entered into this 29<sup>th</sup> day of August, 2023, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "DISTRICT" and David McCormick, an unmarried man, 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,

- PARTICIPANT is the owner of Nevada County Assessor Parcel Number 021-680-012, hereinafter referred to as "PARCEL." PARCEL, having a site address of 25970 Table Meadow Road, Auburn, is described in vesting deed recorded on December 23, 2022, at Document Number 20220025094, 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 Table Meadow Road Phase 3 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. <u>PARTICIPANT</u>: Owner(s) of the PARCEL as identified herein which is/are a party to this agreement.
- 2. <u>Participating Parcels</u>: 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 fourteen (14).

- 3. <u>Waterline Extension (WLE)</u>: 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. <u>Estimated Project Cost</u>: 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.
- <u>Total Project Cost</u>: 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.
- PARCEL'S Share: PARCEL'S Share of the Estimated Project Cost as calculated in 6. 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.
- <u>PARCEL'S Total Charge</u>: 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. <u>Payment Recovery Period</u>: 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. <u>Base Monthly Recovery Charge</u>: The monthly charge required to recover PARCEL'S *Total Charge* over the Payment Recovery Period, all as calculated in Exhibit "C".
- 10. <u>Surcharge Multiplier</u>: 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. <u>Service Extension Charge (SEC)</u>: 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. <u>Subdivision of a Parcel</u>: 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 \$5,046 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:

- 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 affect at such time that PARCEL'S *Total Charge* has been paid in full.

# N. NOTICES:

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

# **DISTRICT:**

# **PARTICIPANT:**

NEVADA IRRIGATION DISTRICT 1036 West Main Street Grass Valley, CA 95945-5424 David McCormick 25970 Table Meadow Road Auburn, CA 95602

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

NEVADA IRRIGATION DISTRICT

PARTICIPANT

By\_

Karen Hull, Board President

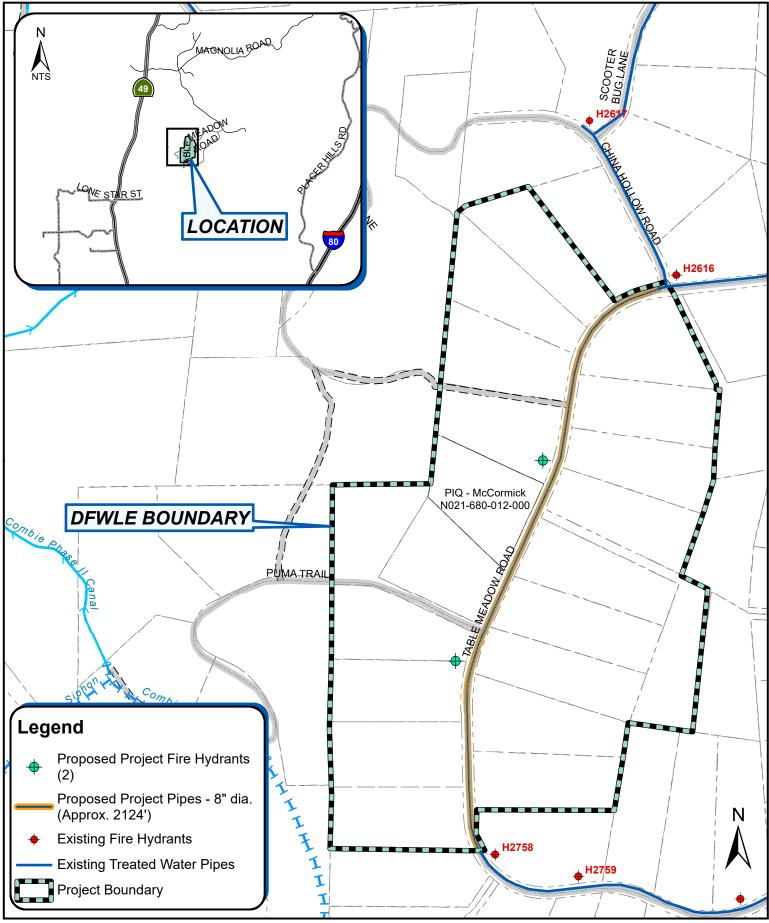
Ву \_\_\_\_\_

David McCormick

By \_

Kris Stepanian, Board Secretary

(Notarize all signatures by Acknowledgement)



# **TABLE MEADOW DFWLE PHASE III - DIVISION 3**



Date: <u>8/24/2023</u> Drawn By: <u>L. HAMMER</u> NEVADA IRRIGATION DISTRICT NEVADA COUNTY -- PLACER COUNTY GRASS VALLEY, CALIFORNIA **EXHIBIT 'A'** Scale: 1" = 500' @ 8.5x11

# Sheet: <u>1</u> of <u>1</u>

#### Cost Estimate **TABLE MEADOW III**

**District Financed Waterline Extension** June 6, 2022

ADMINISTRATION FATR - 2434								
						District Participation		Project Participant
	Description Qu		antity	Unit Cost	Total Cost	Transmission & Storage Facilities	Community Investment Funds	Costs
	Preliminary engineering study (Labor)	1	ls	\$500	\$500	\$0	\$0	\$500
	Engineering administration (Labor)	1	ls	\$1,500	\$1,500	\$0	\$0	\$1,500
Ţ	Survey and Engineering (Labor)	1	ls	\$1,500	\$1,500	\$0	\$0	\$1,500
Up-Front	Right of way (Labor)	1	ls	\$1,000	\$1,000	\$0	\$0	\$1,000
n	Engineering/Administration Subtotal				\$4,500	\$0	\$0	\$4,500
	Burden on Payroll (Labor only)	47	%		\$2,115	\$0	\$0	\$2,115
	Subtotal				\$6,615	\$ <i>0</i>	\$ <i>0</i>	\$6,615
	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	\$6,000	\$6,000	\$0	\$0	\$6,000
	Survey (Labor)	1	ls	\$7,000	\$7,000	\$0	\$0	\$7,000
ŧ	Inspection (Labor)	1	ls	\$8,500	\$8,500	\$0	\$0	\$8,500
me	Right of way (Labor)	1	ls	\$1,000	\$1,000	\$0	\$0	\$1,000
Agreement	Right of way (Acquisition) <sup>1</sup>	0	ls	\$0	\$0	\$0	\$0	\$0
Agi	P Right of way (Consultant)	0	ls	\$0	\$0	\$0	\$0	\$0
After	CEQA administration (Labor) <sup>2</sup>	1	ls	\$500	\$500	\$0	\$0	\$500
Af	Fish & Game, CEQA, & Recording Fees	1	ls	\$0	\$0	\$0	\$0	\$0
	Engineering/Administration Subtotal				\$36,000	\$0	\$0	\$36,000
	Burden on Payroll (Labor only)	47	%		\$16,920	\$0	\$0	\$16,920
L	Subtotal				\$52,920	\$0	\$0	\$52,920
	Administration Subtotal		\$59,535	\$0	\$0	\$59,535		

#### CONSTRUCTION

	Quantity		Unit Cost	Total Cost	District Participation		Project Participant
Description					Transmission &	Community	Costs
					Storage Facilities	Investment Funds	00313
Clearing and grubbing/bonds/mob	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
8-inch pipe	3,300	ft	\$110	\$363,000	\$0	\$0	\$363,000
2-inch blowoff	2	ea	\$2,700	\$5,400	\$0	\$0	\$5,400
Air release assembly	2	ea	\$3,600	\$7,200	\$0	\$0	\$7,200
8-inch valve	3	ea	\$2,540	\$7,620	\$0	\$0	\$7,620
Fire hydrant	3	ea	\$9,300	\$27,900	\$0	\$0	\$27,900
Main ending with blowoff	0	ls	\$8,520	\$0	\$0	\$0	\$0
Single service assembly	21	ea	\$5,100	\$107,100	\$0	\$0	\$107,100
Double service assembly	0	ea	\$2,000	\$0	\$0	\$0	\$0
Roadway Restoration - 3-ft wide Asphalt <sup>3</sup>	9,900	sf	\$5.00	\$49,500	\$0	\$0	\$49,500
Patching-Miscellaneous	1	ls	\$10,000	\$10,000	\$0	\$0	\$10,000
Rock Removal	200	су	\$275	\$55,000	\$0	\$0	\$55,000
Construction Subtotal				\$642,720	\$0	\$0	\$642,720
Contingency	15	%		\$96,408	\$0	\$0	\$96,408
Construction Subtotal				\$739,128	\$0	\$0	\$739,128
τοτΑ	TOTAL ESTIMATED PROJECT COST				\$0	\$0	\$798,663

TOTAL PARTICIPANT COST PER PARCEL =

\$38,032

#### 21 Total Parcels

1 Variance, 20 Mainline

<sup>1</sup> Assumed PUE exits

<sup>2</sup> Cost is for a Categorical Exemption

<sup>3</sup>Assuming pipe is installed within half length of roadway, asphalt restoration of trench and half T-cut (4 feet wide, 3" lift)

- feet wide Asphalt Restoration (2 feet trench + 2 x 6" "T" sides) 3
- 3300ft long paved portion9900sq ft Surface for Road

# Table Meadow III - DFWLE Conceptual Cost Estimate - July 2022 - Updated w/ 2023 meter fees

REQUIRED INFORMATION		
Number of Participating Parcels:	21	_
Payment Recover Period:	240 Months (Per Funding Agreement)	
Estimated Participant Const./Admin. Cost <sup>1</sup> : \$	798,663 (See attached budget)	
Capacity Charge 5/8" Meter:	\$12,651 (2023 rates)	
Meter Installation Charge 5/8" Meter:	\$470 (2023 rates)	
CALCULATIONS		
PARTICIPANT'S Share:		_
	ber of Total Parcels (\$798,663/21) = \$38,03	
Plus Meter Capacity Charge & In	stallation Charge (\$12,651+\$470) = \$13,12 \$51,15	
PARTICIPANT'S Good-Faith Deposit:	ψ01,10	5
	10% of PARTICIPANT'S Share <sup>2</sup> = $$5,04$	6
PARTICIPANT'S Total Charge:		
PARTICIPANT'S Total Share minus PARTICIPANT'S TOTA Share Minus PAR	ARTICIPANT'S Good-Faith Deposit	
	(\$51,153-\$5,046) = <b>\$46,10</b>	)7
Monthly Recovery Charge:		
PARTICIPANT'S Total Charge ÷ Payme	nt Recovery Period (\$46,107/240)= \$192.1	1
Surcharge Multiplier:		
- · · ·	iplier for NID financing at 4% APR = 1.4543	6
PARTICIPANT'S Monthly Service Extension Charge (	SEC): arge Multiplier (\$192.11*1.45436) = \$279.4	0
base monuny charge Surcha	arge (0.0000) = 3279.4 Per Mont	-

<sup>1</sup>Does not include Capacity Charge or Installation Charge <sup>2</sup>Good faith deposit is 10% of Estimated Project Cost AND Capacity Charge & Meter Installation Charge

# Exhibit C

F:\Operations\Business Services Technician\Waterline Extensions\District Financed Waterline Extensions\2-Recognized by Committee\Table Meadow Ph 3\WcCormick 021-680-012\2022\_July\_TableMeadow\_III\_CostEst.xlsx/2022\_July\_TableMeadow\_III\_CostEst.xlsx/Pinal Co

# SCHEDULE OF RATES AND CHARGES BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-A<sup>1</sup> EFFECTIVE JANUARY 01, 2023

# TREATED WATER SYSTEM STANDBY CHARGES AND CONNECTION FEES

# STANDBY CHARGES<sup>2</sup>: \$6.00 per month per parcel

#### CONNECTION FEES<sup>3</sup>, Non-Commercial<sup>4</sup> 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"	\$470.00	\$ 12,651.00	\$ 16,967.00			
3/4"	495.00	5.00 18,218.00	24,433.00 43,325.00			
1"	540.00	32,389.00				
<b>Residential Req</b>	uiring Fire Sprinklers					
1"	\$540.00	\$ 12,651.00	\$ 16,967.00			
Over 1"		Determined by District				

# 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"	\$ 7,983.00	\$ 12,651.00	\$ 16,967.00				
3/4"	8,008.00	18,218.00	24,433.00				
1"	8,053.00	32,389.00	43,325.00				
1 1⁄2"	8,280.00	72,859.00	98,076.00				
2"	8,459.00	129,549.00	173,751.0				
Over 2"	DETERMINED BY DISTRICT						
Residential Requiring Fire Sprinklers							
1"	\$ 8,053.00	\$ 12,651.00	\$ 16,967.00				
Over 1"	Determined by District						

# \*Service Lateral Installation Cost

\$114.00 per foot of service lateral installed per standard detail (in addition to meter installation cost)

<u>NOTE:</u> 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.

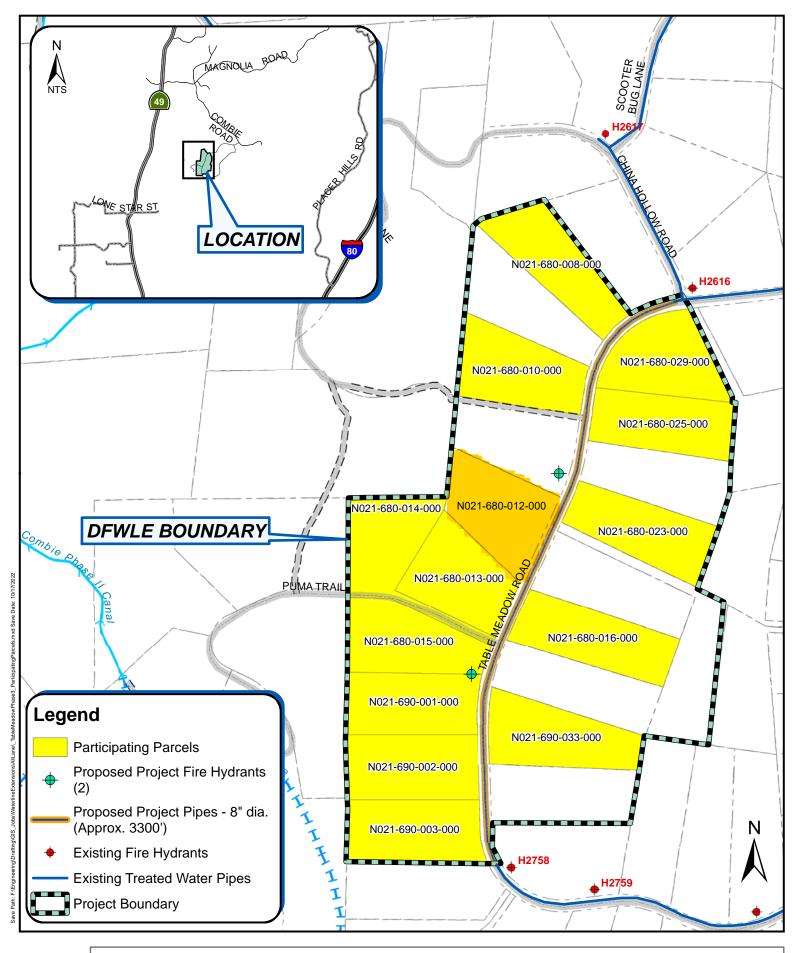
<sup>&</sup>lt;sup>1</sup>BOD 01/25/2017; 09/13/2017; 06/27/2018; 12/08/2021, 11/09/2022

<sup>&</sup>lt;sup>2</sup> BOD 12/12/1990, 12/09/1993; Rules & Regulations Section 4.02.01

<sup>&</sup>lt;sup>3</sup> Rules & Regulations Section 4.04

<sup>&</sup>lt;sup>4</sup> Rules & Regulations Section 4.01.04

		CYCLE	[FACILITY]	ACCOUNT NUMBER	RETURN	SIGNED				
MC CORMICK, DAVID	M3	#Type!	43395-0	ORIGINAL	. TO NID					
		ÀGR	EEMENT AND AF	PPLICATION						
	WATER SERVICE FROM	APPROXIMATE P.S.I.	# TBD							
	RELOCATION	NEVA	DA IRRIGATIO 1036 W. MAIN S		DATE:	8/29/2023				
	OF SERVICE	G	RASS VALLEY, C		DATE.	012912023				
TURN ON SIZE			530-273-618	85	EFFECTIVE DATE:					
NAME CHANGE ONLY										
THE APPLICANT REQUESTS DISTRI	CT TO SUPPLY	TREATED WATE	R AS INDICATED	):	OFF RATE SERVICE SIZE	 5/8''_				
TO BE USED ON PROPERTY OWNE		MC CORMICI		DCV/RP RPD SERVICE	3/4"					
OWNER'S MAILING ADDRESS:		TABLE MEAD			FIRE SERVICE SMARTVILLE SERVICE					
BUSINESS NAME (IF APPLICABLE)					ROUTE					
		_ PARCEL NU	JMBER: <u>N21-6</u>	80-12-000	BOOK/PAGE	310-				
DELIVERY FROM:		0.05070			METER NUMBER					
SERVICE ADDRESS: TABLE M		D, 25970								
NON-COMMERCIAL	COMMERCIA			CONSUMER: MC CC						
Service of water to be in accordance will pay for such services at the tolls and ch void 90 days after issuance.										
SERVICE CONNECTION	FEE	13,121.00		SIGNATURE: X						
DCV/RP FEE		508.00								
STANDBY FACTOR/FEE		0.00								
ENCROACHMENT FEE		-5,046.00		HER THAN ABOVE)						
OTHER		38,032.00	MAILING A							
TOTAL DUE		46,615.00				· · ·				
			NID BY: AP			······································				
FORM 4-C TABLE MEADOW PHASE 3 DFWLE PARTICIPANT - FEES FINANCES PER FUNDING AGREEMENT										
CYCLE [FACILITY] ACCO	OUNT NUMBER	DATE	<u> </u>							
M3 #Type! 4	3395-0	8/29/2023	3							
		0/20/2020	<u></u>							
	NON									
TRANSFER	ER RELOCAT	ION								
	1E CHANGE O	NLY								
CHANGE OF SERVICE SIZE										
SVC SIZE 5/8" DCV/RP	3/4"	PSI TBD								
PROPERTY OWNER DAVID MC	CORMICK									
ADDRESS 25970 TAB	LE MEADOW	ROAD								
AUBURN	CA 95602-8958	}								
DELIVERY FROM										
PARCEL NUMBER: N21-680-1	2_000			•						
PARCEL NUMBER. N21-000-1	2-000									
SUBDIVISION/LOT/UNIT										
SERVICE ADDRESS TABLE ME	ADOW ROAD	. 25970								
ROUTE	BOOK/PA									
	BOOINTA	JIU-								
EFFECTIVE DATE										
FORMER CONSUMER: MC CORMICK, DAVID										
SERVICE CONNECTIO	NFEE	13,121.00								
DCV/RP FEE	508.00									
STANDBY FACTOR/FE	E	0.00								
ENCROACHMENT FEE		-5,046.00								
OTHER		38,032.00								
TOTAL DUE		46,615.00								
		DMMERCIAL								
	NID B	Y: <u>AP</u>								



# **TABLE MEADOW DFWLE PHASE III - DIVISION 3**



Date: <u>10/17/2022</u> Drawn By: <u>A. Will</u> NEVADA IRRIGATION DISTRICT NEVADA COUNTY -- PLACER COUNTY GRASS VALLEY, CALIFORNIA **EXHIBIT 'A'** Scale: <u>1" = 500' @ 8.5x11</u>

Sheet: <u>1</u> of <u>1</u>