

# Staff Report

**TO:** Board of Directors

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

**DATE:** January 11, 2023

**SUBJECT:** Loma Rica Road District Financed Waterline Extension Funding Agreement (Lewis/Hebb) – Project #2650 – Consent

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***ENGINEERING DEPT***

**RECOMMENDATION:**

Approve the funding agreement with Dean Lewis and Elisa Hebb, a property owner within the Loma Rica Drive District Financed Waterline Extension Project, and authorize the General Manager to execute.

**BACKGROUND:**

The Board of Directors executed Funding Agreements with 11 of the 20 property owners within the project boundaries. The project included approximately 3,200 lf of 8-inch pipe and 3 public fire hydrants. Construction of the project was completed in December 2021 and meters were installed for participating parcel owners in February 2022. The road restoration was initially delayed due to weather conditions and has been completed as of June 2022. Additionally, project reconciliation was delayed due to a claim regarding road damages which has also been settled as of August 2022.

Section 10.20.10 of District Rules and Regulations states 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”. Written notice was provided to non-participating parcel owners having direct access to the new treated water main in October 2022.

Mr. Lewis contacted the District prior to the notice of completion letters being mailed and staff did not have the cost information to provide at that time. He stated his interest in participating and would wait for the forthcoming information. Once the project was fully reconciled, staff created accounts and mailed notices to non-participants however due to a change in ownership during the course of the

project, the notice was mailed to the previous parcel owner. Mr. Lewis followed up in November due to the lack of the anticipated letter. He promptly updated his mailing information with the District and has submitted his good-faith deposit in order to execute a funding agreement which has been received and attached for reference.

Staff is recommending the Board of Directors approve the Funding Agreement with Dean Lewis and Elisa Hebb and authorize the General Manager to execute it. This will be the last Funding Agreement for the Loma Rica Drive District Financed Waterline Extension project.

**BUDGETARY IMPACT:** This District will be recuperating the proportionate share of the Loma Rica Drive DFWLE project costs.

**ATTACHMENTS (2)**

- Funding Agreement for Lewis/Hebb
- Vicinity Map showing Lewis/Hebb parcel within project boundaries

SW/DR

RECORDING REQUESTED BY:

**Nevada Irrigation District**

WHEN RECORDED MAIL TO:

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

**APN: 006-880-005**

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

## **FUNDING AGREEMENT for LEWIS/HEBB**

(District Financed Waterline Extension)  
**Loma Rica Drive Waterline Extension**

THIS AGREEMENT made and entered into this 21<sup>st</sup> day of December, 2022, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "DISTRICT" and Dean Lewis and Elisa Hebb, Trustees of The Lewis-Hebb Trust, created by Declaration of Trust on May 22, 2020, hereinafter referred to as "PARTICIPANT", sets forth the terms and condition under which District shall advance 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 006-880-005, hereinafter referred to as "PARCEL." PARCEL, having a site address of 14083 Loma Rica Drive, is described in vesting deed recorded on October 28, 2021, at Document Number 20210034629, 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 Loma Rica Drive 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 Meter Installation Fee, and the Backflow Prevention Charge (if necessary) 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*. The actual *Total Project Cost* shall not exceed the *Estimated Project Cost* for the purposes of calculating PARCEL'S *Share*.
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 360 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 in the official records of 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.
6. If actual Total Project Costs exceed the Estimated Project Cost, DISTRICT shall not seek reimbursement for such additional costs from participating parcel(s). PARCEL'S *Share* shall not exceed that calculated in Exhibit "C".

**C. PARTICIPANT'S DEPOSIT:**

PARTICIPANT has paid to DISTRICT a good-faith deposit of \$4,500.00 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 PARCEL to be ineligible for receipt of treated water service. For the purposes of this agreement, a bill is due and payable on issuance of the statement and shall become delinquent 10 days after issuance.
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:**

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

**PARTICIPANT:**

Dean Lewis  
Elisa Hebb  
15494 Oakstand Court  
Poway, CA 92064

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

NEVADA IRRIGATION DISTRICT

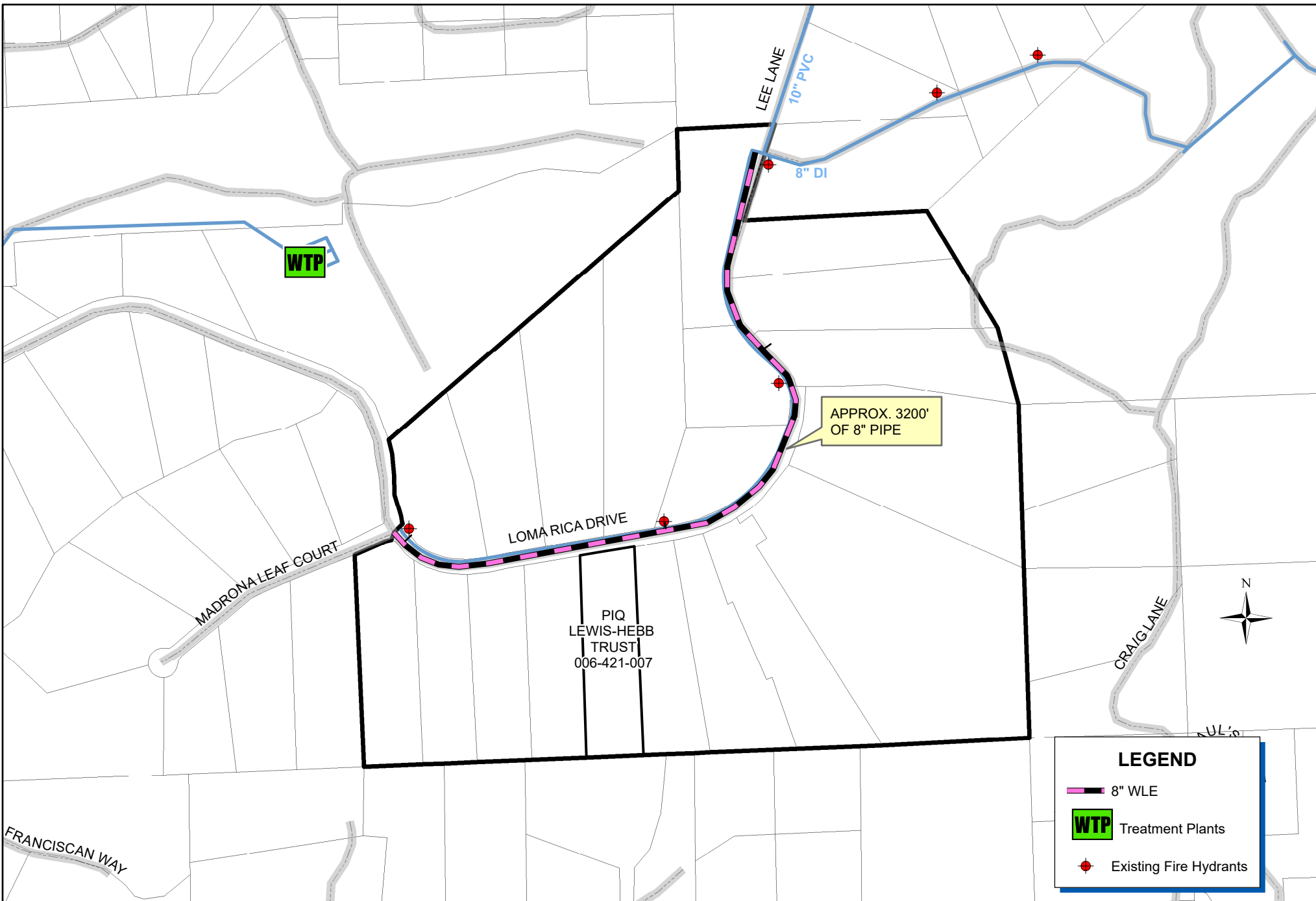
PARTICIPANT

By \_\_\_\_\_  
Jennifer Hanson, General Manager

By \_\_\_\_\_  
Dean Lewis, Trustee

By \_\_\_\_\_  
Elisa Hebb, Trustee

(Notarize all signatures by Acknowledgement)



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**LEGEND**

- 8" WLE
- Treatment Plants
- Existing Fire Hydrants



Cost Estimate  
**LOMA RICA DRIVE DFWLE - 2021 ALTERNATIVE SHORTENED PROJECT**  
 District Financed Waterline Extension  
 February 1, 2021

**ADMINISTRATION**

**FATR - 2181**

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	\$500	\$0
	Engineering administration (Labor)	1	ls	\$1,500	\$1,500	\$0	\$1,500	\$0
	Survey and Engineering (Consultant)	1	ls	\$2,500	\$2,500	\$0	\$2,500	\$0
	Right of way (Labor)	1	ls	\$1,000	\$1,000	\$0	\$1,000	\$0
	Engineering/Administration Subtotal				\$5,500	\$0	\$5,500	\$0
	Burden on Payroll (Labor only)	47	%		\$1,410	\$0	\$1,410	\$0
<i>Subtotal</i>				<i>\$6,910</i>	<i>\$0</i>	<i>\$6,910</i>	<i>\$0</i>	
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	\$10,000	\$10,000	\$0	\$0	\$10,000
	Right of way (Labor)	1	ls	\$5,000	\$5,000	\$0	\$0	\$5,000
	Right of way (Acquisition) <sup>1</sup>	1	ls	\$0	\$0	\$0	\$0	\$0
	Right of way (Consultant)	1	ls	\$0	\$0	\$0	\$0	\$0
	CEQA administration (Labor) <sup>2</sup>	1	ls	\$1,000	\$1,000	\$0	\$0	\$1,000
	Fish & Game, CEQA, & Recording Fees	1	ls	\$0	\$0	\$0	\$0	\$0
	Engineering/Administration Subtotal				\$43,000	\$0	\$0	\$43,000
Burden on Payroll (Labor only)	47	%		\$20,210	\$0	\$0	\$20,210	
<i>Subtotal</i>				<i>\$63,210</i>	<i>\$0</i>	<i>\$0</i>	<i>\$63,210</i>	
<b>Administration Subtotal</b>				<b>\$70,120</b>	<b>\$0</b>	<b>\$6,910</b>	<b>\$63,210</b>	

**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	3,200	ft	\$110	\$352,000	\$0	\$0	\$352,000
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	\$2,500	\$7,500	\$0	\$0	\$7,500
Fire hydrant	3	ea	\$6,600	\$19,800	\$0	\$19,800	\$0
Main ending with blowoff	1	ls	\$2,000	\$2,000	\$0	\$0	\$2,000
Single service assembly	20	ea	\$3,400	\$68,000	\$0	\$0	\$68,000
Double service assembly	0	ea	\$2,000	\$0	\$0	\$0	\$0
Roadway Restoration - Chip Seal <sup>3</sup>	73600	sf	\$0.63	\$46,368	\$0	\$0	\$46,368
Patching-Miscellaneous	1	ls	\$15,000	\$15,000	\$0	\$0	\$15,000
Rock Removal	40	cy	\$250	\$10,000	\$0	\$0	\$10,000
<i>Construction Subtotal</i>				<i>\$543,268</i>	<i>\$0</i>	<i>\$19,800</i>	<i>\$523,468</i>
Contingency	15	%		\$81,490	\$0	\$2,970	\$78,520
<b>Construction Subtotal</b>				<b>\$624,758</b>	<b>\$0</b>	<b>\$22,770</b>	<b>\$601,988</b>

**TOTAL ESTIMATED PROJECT COST      \$694,878      \$0      \$29,680      \$665,198**

**TOTAL PARTICIPANT COST PER PARCEL =      \$33,260**

**20 Total Parcels**

**LINEAR FEET PER PARCEL =      160**

<sup>1</sup> Public Utility Easement exists on sides of roads; road access easement assumed to be granted by homeowners.

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

<sup>3</sup> Assuming pipe is installed within roadway, full width restoration

**Loma Rica Drive - DFWLE  
Actual Cost - October 2022**

**REQUIRED INFORMATION**

Number of <i>Participating Parcels</i> :	20
<i>Payment Recover Period</i> :	360 Months (Per Funding Agreement)
<i>Estimated Participant Const./Admin. Cost</i> <sup>1</sup> :	\$ 635,558.69 (See attached budget)
Capacity Charge 5/8" Meter:	\$11,985 (2022 rates)
Meter Installation Charge 5/8" Meter:	\$445.20 (2022 rates)
Surcharge Multiplier:	1.17619

**CALCULATIONS**

PARTICIPANT'S *Share*:

Project Cost ÷ Number of Total Parcels (\$635,558.69/20) =	<b>\$31,777.93</b>
Plus Meter Capacity Charge & Installation Charge (\$11,985+\$445.20) =	<b>\$12,430.20</b>
	<b>\$44,208.13</b>

PARTICIPANT'S Good-Faith Deposit:

10% of PARTICIPANT'S <i>Share</i> <sup>2</sup> =	<b>\$4,500.00</b>
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PARTICIPANT'S *Total Charge*:

PARTICIPANT'S <i>Total Share</i> minus PARTICIPANT'S Good-Faith Deposit (\$44,208.13-\$4,500.00) =	<b>\$39,708.13</b>
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*Base Monthly Recovery Charge*:

PARTICIPANT'S <i>Total Charge</i> ÷ <i>Payment Recovery Period</i> (\$39,708.13/360)=	<b>\$110.30</b>
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*Surcharge Multiplier*:

Monthly multiplier for NID financing at 1.11% APR =	<b>1.17619</b>
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PARTICIPANT'S Monthly *Service Extension Charge (SEC)*:

<i>Base Monthly Charge</i> * <i>Surcharge Modifier</i> (\$110.30*1.17619) =	<b>\$129.73</b>
	Per Month

<sup>1</sup>Does not include Capacity Charge or Installation Charge

<sup>2</sup>Good faith deposit is 10% of Project Cost AND Capacity Charge & Meter Installation Charge per participating parcel.

**Exhibit C**

SCHEDULE OF RATES AND CHARGES  
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-A<sup>1</sup>  
EFFECTIVE JANUARY 1, 2022

**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"	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.

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

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

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

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

LEWIS, DEAN

CYCLE	[FACILITY]	ACCOUNT NUMBER
M1	[10313]	43347-0

RETURN SIGNED ORIGINAL TO NID

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

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.: 101  
 DATE: 12/22/2022  
 EFFECTIVE DATE: 12/22/2022

THE APPLICANT REQUESTS DISTRICT TO SUPPLY TREATED WATER AS INDICATED:

TO BE USED ON PROPERTY OWNED BY: DEAN LEWIS  
 OWNER'S MAILING ADDRESS: ELISA HEBB  
15494 OAKSTAND COURT  
POWAY CA 92064

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

BUSINESS NAME (IF APPLICABLE) \_\_\_\_\_  
 SUBDIVISION/LOT/UNIT: \_\_\_\_\_ PARCEL NUMBER: N006-880-005-000  
 DELIVERY FROM: E GEORGE SYSTEM  
 SERVICE ADDRESS: LOMA RICA DRIVE, 14083

ROUTE 02  
 BOOK/PAGE 148-  
 METER NUMBER \_\_\_\_\_

NON-COMMERCIAL  COMMERCIAL FORMER CONSUMER: LEWIS, DEAN

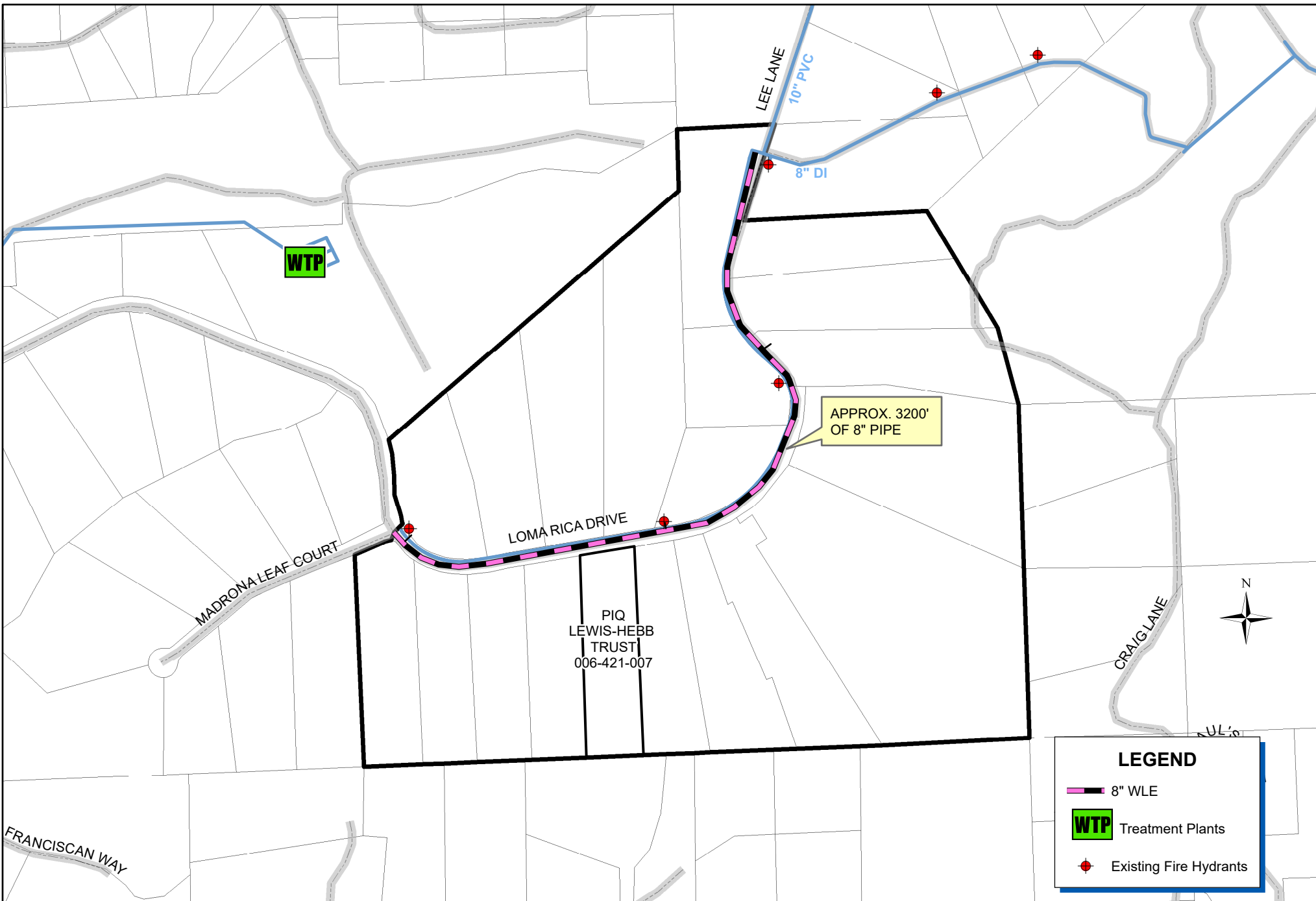
*Service of water to be in accordance with the conditions printed on the reverse of this application and with other rules and regulations of the District. Applicant agrees to pay for such services at the tolls and charges as established by the District from time to time and agrees to the conditions of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

SERVICE CONNECTION FEE 12,430.20  
 DCV/RP FEE 480.00  
 STANDBY FACTOR/FEE 0.00  
 ENCROACHMENT FEE 0.00  
 OTHER 31,777.93  
 TOTAL DUE \$ 44,688.13

OWNER'S SIGNATURE: X \_\_\_\_\_  
 APPLICANT SIGNATURE: X \_\_\_\_\_  
(COMMERCIAL ONLY)  
 NAME (IF OTHER THAN ABOVE) \_\_\_\_\_  
 MAILING ADDRESS \_\_\_\_\_  
 NID BY: AT

FORM 4-C

LOMA RICA DFWLE PARTICIPANT, FEES FINANCED PER FUNDING AGREEMENT



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**LEGEND**

- 8" WLE
- Treatment Plants
- Existing Fire Hydrants

