



SOUTH FEATHER WATER & POWER AGENCY

AGENDA

**Regular Meeting of the Board of Directors of the
South Feather Water & Power Agency
Board Room, 2310 Oro-Quincy Highway, Oroville, California
Tuesday; September 27, 2022; 2:00 P.M.**

Remote participation is available via Zoom by logging into:
<https://us02web.zoom.us/j/82761005909>

Meeting ID: 827 6100 5909

One tap mobile

+16699006833,,82761005909# US (San Jose)

+16694449171,,82761005909# US

For attendees calling by phone use *9 to raise hand

In person participation is subject to limited attendance to maintain adequate distancing.

A. Roll Call

B. Approval of Minutes – Special Meeting on August 30, 2022 (Tab 1)

C. Approval of Checks/Warrants (Tab 2)

D. Business Item

PARS Post-Employment Benefits Trust Program (Tab 3)
Requesting approval of Resolution No. 22-09-01.

Resolution to transfer title of APN #072-200-003 Seegert (Tab 4)
Requesting approval of Resolution No. 22-09-27 transferring title of Mini Gray APN #072-200-003.

Application for Annexation into SFWPA APN #028-220-011 Henderson (Tab 5)
Requesting approval of Annexation APN #028-220-011 into the district for irrigation service.

E. Staff Reports (Tab 6)

F. Public Comment – *Public comment for Directors can be submitted anytime via e-mail. However, in order to be read into the record during the meeting it must be submitted to PublicRelations@southfeather.com by 12:00 P.M. Tuesday September 27, 2022. Individuals will be given an opportunity to address the Board regarding matters within the Agency's jurisdiction that are not scheduled on the agenda, although the Board cannot take action on any matter not on the agenda. Comments will be limited to 5 minutes per speaker. An opportunity for comments on agenda items will be provided at the time they are discussed by the Board. Comments will be limited to five minutes per speaker per agenda item.*

G. Directors' Reports

Directors may make brief announcements or reports for the purpose of providing information to the public or staff, or to schedule a matter for a future meeting. The Board cannot take action on any matter not on the agenda and will refrain from entering into discussion that would constitute action, direction or policy, until the matter is placed on the agenda of a properly publicized and convened Board meeting.

H. Closed Session

(Tab 7)

Conference with Labor Negotiator (Government Code §54957.6(a)):
Agency-designated representatives: Rath Moseley and Steve Wong.
Employee Organizations: Management & Professional Employees Unit;
Clerical Support & Employee's Unit, MOU Negotiations

Conference with Labor Negotiator (Government Code §54957.6(a)):
Agency-designated representatives: Rath Moseley and Steve Wong.
Finance Manager Recruitment

Conference with Legal Counsel – Existing Litigation
(Paragraph (1) of subdivision (d) of Government Code section 54956.9

- A. Name of Case: North Yuba Water District v. South Feather Water & Power Agency et al., Sutter County Superior Court Case No. CVCS21-0001857
- B. Name of Case: South Feather Water & Power Agency v. North Yuba Water District et al., Sutter County Superior Court Case No. CVCS21-0002073

I. Open Session

Report of closed session actions.

J. Adjournment

The Board of Directors is committed to making its meetings accessible to all citizens. Any persons requiring special accommodation to participate should contact the Agency's secretary at 530-533-2412, preferably at least 48 hours in advance of the meeting.

MINUTES of the SPECIAL MEETING of the BOARD of DIRECTORS of SOUTH FEATHER WATER & POWER AGENCY

**Tuesday, August 30, 2022, 2:00 P.M.,
Agency Board Room, 2310 Oro-Quincy Hwy., Oroville, California**

In Compliance with the State of California Governor's Office Executive Order N-29-20, SFWPA will limit "in-person" attendance for the August 30, 2022 Board Meeting.

DIRECTORS PRESENT (In Person): John Starr, Tod Hickman, Rick Wulbern, Ruth Duncan

DIRECTORS PRESENT (Remote): None

DIRECTORS ABSENT: Rick Wulbern

STAFF PRESENT (In Person): Rath Moseley, General Manager; Jaymie Perrin, EH&S Manager; Art Martinez, Manager Information Systems; Dan Leon, Power Division Manager; Steve Wong, Finance Manager; Cheri Richter, Accountant; John Shipman, Water Treatment Superintendent; Kristen McKillop, Regulatory and Compliance Manager

STAFF PRESENT (By Zoom): None

OTHERS PRESENT (Via Zoom): Mark Grover, Somach, NYWD Customer

OTHERS PRESENT (In Person): Marieke Furnee, Jeanette Morton, Ray Scales

CALL TO ORDER

President Hickman called the meeting to order at 2:02 p.m. and led the Pledge of Allegiance.

APPROVAL OF MINUTES

M/S: (Moreland/Starr) approving the Minutes of the regular meetings of July 26, 2022.

Ayes: Hickman, Duncan

Absent: Wulbern

Public Comment: None

APPROVAL OF CHECKS AND WARRANTS

M/S (Hickman/Moreland)

Ayes: Duncan, Starr

Absent: Wulbern

Approving the total General Fund and Joint Facilities operating fund expenditures for the month of July, 2022 in the amount of \$5,447,062.95 and authorize the transfer of \$6,000,000.00 from the TCB General Fund to the TCB Accounts Payable and Payroll Fund for the payment of regular operating expenses.

Public Comment: None

BUSINESS ITEMS

PARS Post-Employment Benefits Trust Program

Requesting approval of Resolution No. 22-08-01.

The finance manager presented a background on post-employment benefits and communicated why moving to a PARS program would have long term benefits to agency retirees compared to the current CalPERS account. A letter was provided to the board signed by the majority of power division employee's requesting no action to be taken until further communications and a greater understanding of PARS could be determined. The board decided to table the action for August's board meeting and re-visit in September.

FINANCE MANAGER'S REPORT

The Finance Manager communicated the following:

Health plans

Open enrollment for the 2023 health plans will be from September 19 through October 14, 2022. The same four plans available to employees in 2022 will again be available in 2023. A fifth plan is being considered but has not yet been authorized by CalPERS for Butte County.

CalPERS UAL

Each year CalPERS allows its public agency business partners to prepay the annual unfunded accrued liability for the coming year. This year the Agency exercised the option to prepay this liability realizing a 3.325% savings on its \$548,858 obligation for the 7/1/2022-6/30/2023 period.

CalPERS actuarial valuation

The CalPERS actuarial valuations setting retirement contribution rates for July 1, 2023 through June 30, 2024 have been released. The Agency's employer contribution rate for its classic employees will be 16.44%, a significant increase from the 2022-23 rate of 14.53%. For comparison, the 2021-22 and 2020-21 rates were 14.54% and 14.729% respectively. The PEPRA employer contribution rate (applies to employees entering the CalPERS system after January 1, 2013) will be 7.68%, an increase from the 2022-23 rate of 7.47%. And for comparison, the 2021-22 and 2020-21 rates were 7.59%, and 7.732% respectively. For PEPRA employees, the employee contribution rate will increase to 7.75% from the present rate of 6.75%, effective July 1, 2023. At June 30, 2021, the Agency's funded ratio, the Plan's market value of assets divided into the Agency's accrued liability, was 90.7% compared with 79.5%, 80.5% and 80.3% for the prior three years. The SFWPA PEPRA plan is actually overfunded, with a June 30, 2021 funded ratio of 105.0%. As of June 30, 2021, the total unfunded accrued liability (UAL) for CalPERS pensions was \$3,414,930, less than half of the prior year UAL of \$6,992,005. The complete annual actuarial valuation reports will be available to the public on the CalPERS website at <http://www.calpers.ca.gov>.

Supplemental Appropriation/Budget Modification 2022-5

A \$10,500 supplemental appropriation has been prepared for the acquisition of Eclipse Mapping and GIS equipment (07-00-11185-0 / 2022-0998) for the Power Division. Similar equipment for Water Division purposes was approved in the 2022 Annual Budget. The system uses portable, hand-held devices capable of identifying geo coordinates in the field. Also, 2022 estimated revenue and appropriations for the Palermo Clean Water Project are established (2022-0219).

Budget Calendar

A preliminary budget calendar leading to adoption of a 2023 annual budget is attached. A finance committee meeting is scheduled for Thursday, November 10 allowing for a presentation to the full Board at its regularly scheduled November 22 meeting.

POWER DIVISION MANAGER'S REPORT

The Power Division Manager communicated the following:

South Fork tunnel average flow was 25 CFS. Slate Creek tunnel was closed for the month. Little Grass Valley and Sly Creek Reservoirs combined storage was 123 kAF at month's end.

DWR Bulletin 120 observed conditions and reports will resume in the 2023 water season.

MAINTENANCE

Powerhouses

- Woodleaf Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for February 6 thru 18, 2023.
- Forbestown Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for March 5 thru 18, 2023. Inspect and repair stop log gates. Replace transfer switch for 208V standby generator.
- Sly Creek Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for October 3 thru 14, 2022.
- Kelly Ridge Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for November 1 thru 12, 2022.

Project Facilities and Assets

- Repair trash rack at South Fork Diversion Dam
- Perform annual PMs at Slate Creek Div Dam
- Plan repairs for Sly Creek Dam valve chamber
- Perform annual PMs at Sly Creek Dam
- Inspect mid-level valves at Lost Creek Dam, remove log debris
- Perform maintenance on Forbestown Div Dam valve controls
- Perform inspections along MRC, clean trash racks, plan for maintenance of siphons
- Fabricate MRC personnel crossings
- Inspect and maintain project roads, remove fallen trees and debris
- Design replacement Powerhouse Gen sync systems
- Install security cameras at various project locations
- Perform maintenance of Scada and control system
- Perform vehicle fleet and equipment maintenance
- Replace grader snow plow cylinders

REGULATORY COMPLIANCE

No new update.

PERSONNEL

No new update.

GENERAL MANAGER'S REPORT

The General Manager communicated the following:

Domestic Water Treatment Operations

The total Miners Ranch Treatment Plant (MRTP) treated water production for the month of July totaled 260.84 million gallons.

The total Bangor Treatment Plant (BTP) treated water production for the month of July totaled 1.29 million gallons.

The Red Hawk Ranch Pump Station raw water total flow for July totaled 739,168 gallons.

All bacteriological requirements were in compliance for the MRTP & BTP. Miners Ranch production was 94% of average over the past 5 years. Bangor's production was 100% of average over the past 5 years.

Irrigation Water Operations

All canals and ditches are in full operation. Maintenance emphasis on Palermo Canal, Miller Hill and South Ditch.

District Wide Water Operations

Preparation for Palermo water extension and water accounting/conservation were a focus during the month.

Palermo Water Consolidation Project

Annexation of the project area will be on the September LAFCO Board Agenda. Assuming approval with little community opposition the first phase of work will begin in October.

Material has been ordered and staff is identifying "sub-phases" to begin mainline extensions. Meter to dwelling connections will not begin until 2023 based on supply chain and grant funding.

Butte County General Election

The candidate filing period ended August 12th.

SFWPA Division seats seeking election are as follows.

Division 1

Tod Hickman – Incumbent

Brad Hemstalk – Retired Firefighter

Division 3

Mark Grover – County Water Commissioner

Division 4 – Short Term

Ruth Duncan – Appointed Incumbent

Division 5

John Starr – Incumbent

State Water Supply Strategy

A California Water Supply Strategy published by the State titled "Adapting to a hotter, Drier Future" was introduced in August. Of particular note is section 3.1: Urban Conservation and the development of short-term efficiency based conservation targets. The impacts that could be imposed on a rural supplier like South Feather should be carefully examined. SF's first focus with the state will be that conservation efforts and targets should apply to all water districts regardless of the quantity of domestic customers. There are a large number of small districts and regionalization could be the mechanism for increased water storage management, delivery/reporting improvements and financial efficiency gains for tax payers in the state.

PUBLIC COMMENT

Public comment for Directors can be submitted anytime via e-mail. However, in order to be read into the record during the meeting it must be submitted to PublicRelations@southfeather.com by 12:00 P.M. Tuesday August 30,

2022.

Aaron Ferguson introduced himself as an attorney representing North Yuba Water District and discussed a letter received by SF's General Manager, Rath Moseley in regards to NYWD's petition for water transfer. Mr. Ferguson wanted to comment on language in the letter as inaccurate and strongly encourages SF to support and assist in NYWD's petition for water transfer. Stated that a check was written as requested, NYWD requests that the check be cashed so analysis can be completed, NYWD has provided answers and reasonable assumptions, Refill criteria would be similar.

Marieke Furnee communicated that PRA requests prove that NYWD on engages with it benefits them. Paper trail to look better and objection letters was sent by Kinsey on behalf of landowners that have not been served water yet. How can they transfer water when customers inside the district do not have water?

Ray Scales introduced himself and asked for clarification on fire hydrants and how does one get funded and installed.

Donna Corson introduced herself as a NYWD customer and was outraged by the NYWD attorney's comments to SF about a water transfer when the residents go without water.

DIRECTORS' REPORTS

Director Starr: No report for the month of August.

Director Moreland: Special thanks for all the hard work. Special people at SF.

Director Wulbern: Absent.

Director Hickman: No report but appreciates the progress the agency is making.

Director Duncan: Announced her new legal name as Ruth Duncan.

RECESS (3:32)

President Hickman offered opportunity for public comment on closed session items.

CLOSED SESSION (convened at 3:44 p.m.)

Conference with Legal Counsel – Existing Litigation

(Paragraph (1) of subdivision (d) of Government Code section 54956.9

- A. Name of Case: North Yuba Water District v. South Feather Water & Power Agency et al., Sutter County Superior Court Case No. CVCS21-0001857
- B. Name of Case: South Feather Water & Power Agency v. North Yuba Water District et al., Butte County Superior Court Case No. 21CV00815

OPEN SESSION (reconvened at 5:22 p.m.) – President Hickman announced that legal counsel was given direction during the closed session.

ADJOURNMENT (5:23 p.m.)

Rath T. Moseley, Secretary

Tod Hickman, President



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors
FROM: Steve Wong, Finance Division Manager
DATE: September 12, 2022
RE: Approval of Warrants and Checks
Agenda Item for 9/27/22 Board of Directors Meeting

August, 2022 expenditures are summarized as follows:

| | | |
|-------------------------------------|--------------------------------|------------------------|
| Checks: | <u>62734</u> to <u>62925</u> | \$ <u>971,602.12</u> |
| Electronic Fund Transfers: | <u>220801</u> to <u>220808</u> | \$ <u>288,062.40</u> |
| Payroll Expenses: | | \$ <u>477,407.94</u> |
| TOTAL EXPENDITURES FOR AUGUST, 2022 | | \$ <u>1,737,072.46</u> |

At August 31, 2022, the authorized balance available was \$437,879.87.

Action to approve all expenditures:

"I move approval of expenditures for the month of August, 2022 in the amount of \$1,737,072.46 and authorize the transfer of \$2,000,000.00 from the TCB General Fund to the TCB Accounts Payable and Payroll Fund for the payment of regular operating expenses."

South Feather Water and Power Agency
Checks Paid, August, 2022

| <u>Date</u> | <u>Check #</u> | <u>Vendor Name</u> | <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|-------------|----------------|------------------------------------|-----------------------|--|---------------|
| 08/05/2022 | 62734 | Allied Electronics & Automation | 07-00-11140/2022-0994 | Ethernet Switch For Cameras, Keyboard, Connectors, Batteries | 858.62 |
| 08/05/2022 | 62735 | Better Deal Exchange | 07-63-63100 | Air Filters | 65.35 |
| 08/05/2022 | 62736 | Capital One | 07-60-60100 | Paper Towels, Bags, Plasticware, Bottled Water | 122.38 |
| 08/05/2022 | 62737 | Home Depot Credit Service | 07-66-66370 | Carpet Shampoo/Carpet Cleaner | 48.11 |
| 08/05/2022 | 62738 | Mendes Supply Company | 07-60-60370 | Urinal Screen Deodorizers | 76.75 |
| 08/05/2022 | 62739 | MSC Industrial Supply Company | 07-66-66100 | Tap, Thread Inserts, Retaining Ringplier | 655.16 |
| 08/05/2022 | 62740 | Mt. Shasta Spring Water | 07-63-63100 | Bottled Water | 56.75 |
| 08/05/2022 | 62741 | Orkin Pest Control | 07-64-64201 | Ground Squirrel Suppression Prog Sly, MR Dams 7/2022 | 750.00 |
| 08/05/2022 | 62742 | Oroville Cable & Equipment Co. | 07-00-11150/2022-0997 | Heavy Equip Snow Chains For Grader/Loader, Nitrogen | 18,315.90 |
| 08/05/2022 | 62743 | Ray's General Hardware | 07-66-66370 | Plywood, Break-Away Utility Knives | 159.69 |
| 08/05/2022 | 62744 | Thomas Hydraulic & Hardware | 07-66-66150 | Cylinder Seals | 54.35 |
| 08/05/2022 | 62745 | Access Information Management | 01-50-50201 | July 2022 Shred Service | 216.90 |
| 08/05/2022 | 62746 | Accularm Security Systems | 01-50-50201 | August 2022 Fire/Burg Monitoring, Open/Close Reports | 197.00 |
| 08/05/2022 | 62747 | AECOM USA, Inc. | 07-00-11140/2010-0828 | 5/9/20-5/14/21 & 7/17/21-8/13/21 Prof Svcs, Lost Creek | 16,306.89 |
| 08/05/2022 | 62748 | AT&T | 07-68-68251 | Equipemt/Router For Circuit Billing 6/19/22-7/18/22 | 163.00 |
| 08/05/2022 | 62749 | Better Deal Exchange | 01-56-56370 | Digital Water Timer, Rags, PVC, Bolts, Nuts, Washers, Cleaner | 128.37 |
| 08/05/2022 | 62750 | Bobcat of Chico | 01-56-56150 | Flex Pins, Filters, Hydraulic Fluid, Coolant | 991.20 |
| 08/05/2022 | 62751 | Capital One | 01-53-53260 | Coffee, Creamer, Paper Plates, Wipes, Towels, Dusters | 109.53 |
| 08/05/2022 | 62752 | Comer's Print Shop | 01-56-56100 | Job Cards | 211.20 |
| 08/05/2022 | 62753 | Copy Center | 01-55-55201 | UPS Fee | 85.67 |
| 08/05/2022 | 62754 | Core & Main LP | 01-00-22300 | 3/4 CTS X Fipt/Mipt Adapter, Circle Clamp | 1,497.35 |
| 08/05/2022 | 62755 | Fedak & Brown, LLP | 01-50-50216 | July 2022 Professional Services 2021 Audit | 10,310.00 |
| 08/05/2022 | 62756 | Grainger Inc. | 01-53-53260 | Magnetic Pouches | 65.36 |
| 08/05/2022 | 62757 | Hach Co. | 01-53-53260 | DPD Free Chlorine Reagent Power, Indicator Solution | 517.74 |
| 08/05/2022 | 62758 | Industrial Power Products-Oroville | 01-54-54270 | Trimmer-Loop Handle | 482.61 |
| 08/05/2022 | 62759 | K-Gas, Inc. | 01-56-56150 | Propane | 312.45 |
| 08/05/2022 | 62760 | Ashlee Long | 01-55-55394 | Health Benefit Reimbursement | 60.00 |
| 08/05/2022 | 62761 | Napa Auto Parts | 01-56-56150 | Air/Fuel Filter, Seals,Battery, PVC Elbows, Oil Pressure Light | 836.03 |
| 08/05/2022 | 62762 | Office Depot, Inc. | 01-50-50106 | Toner, Recycles Post-It Notes | 257.59 |
| 08/05/2022 | 62763 | O'Reilly Auto Parts | 01-56-56150 | Thread Kit, Wiper Blades | 50.85 |
| 08/05/2022 | 62764 | Pace Analytical Services, LLC | 01-53-53201 | Haloacetic Acids, Trihalomethanes, Total Organic Carbon | 886.17 |
| 08/05/2022 | 62765 | Thatcher Company | 01-53-53102 | Ton Of NSF Chlorine Gas W/COA, Carboy Rinse | 7,461.94 |
| 08/05/2022 | 62766 | U S A Blue Book | 01-53-53260 | Tryptic Soy Broth, Sulfuric Acid, Potassium Chromate Indicator | 292.30 |
| 08/05/2022 | 62767 | Vista Net, Inc. | 01-00-11182/2022-0218 | Replacement Network Storage, Network Monitoring August '22 | 35,986.19 |
| 08/10/2022 | 62768 | A D P, Inc. | 01-50-50201 | Billing August 2022 | 1,694.12 |
| 08/10/2022 | 62769 | Empower Retirement/MassMutual | 01-00-22908 | PR 8/12/22 Employee 457 Contribution | 100.00 |
| 08/10/2022 | 62770 | Mission Square Retirement | 01-00-22908 | PR 8/12/22 Employee 457 Contribution | 1,531.67 |
| 08/10/2022 | 62771 | Nationwide Retirement | 01-00-22908 | PR 8/12/22 Employee 457 Contribution | 1,679.88 |
| 08/10/2022 | 62772 | Reliance Standard Life | 01-50-50402 | Employee Life Insurance August 2022 | 965.30 |
| 08/10/2022 | 220801 | Cal PERS | 01-50-50400 | Employee/Retiree Health Insurance August 2022 | 183,520.91 |
| 08/10/2022 | 220802 | CalPERS | 01-50-50413 | Retro PR/PR Employee/Retiree Contributions | 46,938.53 |

South Feather Water and Power Agency
Checks Paid, August, 2022

| <u>Date</u> | <u>Check #</u> | <u>Vendor Name</u> | <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|-------------|----------------|--|-----------------------|---|---------------|
| 08/10/2022 | 220803 | CalPERS 457 Plan | 01-00-22908 | PR 8/12/22 Employee 457 Contribution | 2,580.56 |
| 08/10/2022 | 220804 | Lincoln Financial Group | 01-00-22908 | PR 8/12/22 Employee 457 Contribution | 2,968.10 |
| 08/12/2022 | 62773 | ACWA/JPIA | 07-62-62390 | Property Insurance Program Renewal 7/1/2022-6/30-2023 | 250,559.64 |
| 08/12/2022 | 62774 | AT&T | 07-60-60251 | Power Div Equip/Router For Circuit Billing August 2022 | 584.15 |
| 08/12/2022 | 62775 | AT&T Long Distance | 07-60-60251 | Service 6/23/22-7/21/22 | 252.09 |
| 08/12/2022 | 62776 | AT&T Long Distance | 01-53-53251 | Service 7/6/22-7/28/22 | 2.38 |
| 08/12/2022 | 62777 | Backstreet Surveillance, Inc. | 01-00-11170/2022-0220 | Surveillance Camera Equipment/Installation | 2,589.24 |
| 08/12/2022 | 62778 | Better Deal Exchange | 01-54-54104 | Bolts, Washers, Bits, Woods Screws, Wasp/Hornet Spray | 91.77 |
| 08/12/2022 | 62779 | Chemtrade Chemicals US LLC | 01-53-53102 | 12 Dry Tons Of NSF Approved Liquid Aluminum | 7,515.95 |
| 08/12/2022 | 62780 | Comcast | 01-53-53251 | MRTP/Mainline Com Service August 2022 | 2,441.90 |
| 08/12/2022 | 62781 | Dan's Electrical Supply | 01-53-53260 | Connectors, Electrical Wire, PVC Fittings, Conduit Straps | 339.03 |
| 08/12/2022 | 62782 | Grainger Inc. | 01-53-53260 | Welding Cart | 160.81 |
| 08/12/2022 | 62783 | Napa Auto Parts | 01-56-56150 | Wheel Bearing, Door Lock/Rock Clips, Air/Oil Filters, Cleaner | 565.49 |
| 08/12/2022 | 62784 | Cory Nevers | 07-66-66394 | Health Benefit Reimbursement | 60.00 |
| 08/12/2022 | 62785 | North Yuba Water District | 07-69-69990 | 2022 April-June JFOF Minimum Annual Payment | 177,250.00 |
| 08/12/2022 | 62786 | O'Reilly Auto Parts | 01-56-56150 | Shock Absorbers, Towels, Drain Plug, Gaskets | 290.41 |
| 08/12/2022 | 62787 | Oroville Cable & Equipment Co. | 01-56-56150 | Nuts, washers, Combo Bar | 54.17 |
| 08/12/2022 | 62788 | Oroville, City of | 01-00-22907 | July 2022 City Utility Tax | 2,505.75 |
| 08/12/2022 | 62789 | P G & E | 01-54-54250 | Service 6/2/22-7/24/22 | 12,488.62 |
| 08/12/2022 | 62790 | Pace Analytical Services, LLC | 07-65-65201 | Coliform & E. Coli Quantitray For MRTP, BTP & Strawberry | 191.14 |
| 08/12/2022 | 62791 | Recology Butte Colusa Counties | 01-56-56250 | Garbage Service July 2022 | 999.12 |
| 08/12/2022 | 62792 | Rental Guy | 01-00-11183/2022-0224 | Brush Chipper | 37,537.50 |
| 08/12/2022 | 62793 | U S A Blue Book | 01-53-53260 | Duckbill For Bangor Tank | 1,047.54 |
| 08/12/2022 | 62794 | Ultra Link Cabling Systems | 01-00-11204 | Replace Fiber Links- Labor/Materials | 7,467.53 |
| 08/12/2022 | 62795 | USA North 811 | 01-54-54501 | 2022 Membership, 2021 Billable Tickets, Safety Fee | 4,541.42 |
| 08/12/2022 | 62796 | Valley Iron Inc. Oroville | 01-54-54295 | Hot Rolled Steel Plate | 432.06 |
| 08/12/2022 | 62797 | Airgas USA, LLC | 07-63-63100 | Bales of 3M Petroleum Pads 17"x19", Shipping/Handling | 908.26 |
| 08/12/2022 | 62798 | CDW Government, Inc. | 07-00-11140/2022-0994 | Black Box Bulk/Cat6 Foil Shield, Dual Pk Head Monitors, Cable | 1,225.91 |
| 08/12/2022 | 62799 | Comcast Business | 07-63-63251 | CAISO Meters In PH/SPH 8/3/22-9/2/22 | 137.15 |
| 08/12/2022 | 62800 | Consolidated Electrical Distributors, Inc. | 01-61-61370 | Light Fixture | 134.06 |
| 08/12/2022 | 62801 | Copy Center | 07-68-68201 | UPS Fee-Aviat US | 31.55 |
| 08/12/2022 | 62802 | Dan's Electrical Supply | 07-63-63260 | Insulated Butt Splice, Fittings | 179.86 |
| 08/12/2022 | 62803 | McMaster Carr Supply Co. | 07-63-63260 | Steel Screw-Pin Shackles, Tee Outlets, Drill Bits | 1,047.83 |
| 08/12/2022 | 62804 | Oroville Cable & Equipment Co. | 07-66-66171 | Tank Rent For July 2022 | 233.75 |
| 08/12/2022 | 62805 | P G & E - Sacramento | 07-63-63501 | Interconnection Agr For KPH, SPH, WPH & FPH August 2022 | 7,010.37 |
| 08/12/2022 | 62806 | Petty Cash Reimbursement | 07-66-66140 | Office Supp, Boating Safety Course, Office Supplies, Postage | 247.21 |
| 08/12/2022 | 62807 | Recology Yuba-Sutter | 07-65-65250 | Garbage Service For Campgrounds August 2022 | 2,229.86 |
| 08/12/2022 | 62808 | Slate Geotechnical Consultants | 07-67-67201 | FERC Part 12D Independent Consultant Services | 73,705.59 |
| 08/12/2022 | 62809 | W. Renewable Energy Gen. Inf. Sys. | 07-63-63201 | WREGIS For KPH/SPH August 2022 | 28.34 |
| 08/18/2022 | 62812 | Allied Electronics & Automation | 07-68-67100 | Lithium 3.6VDC Batteries | 102.08 |
| 08/18/2022 | 62813 | Thomas Hydraulic & Hardware | 07-64-64260 | Valve Cylinder Rebuild Kit | 33.61 |

South Feather Water and Power Agency
Checks Paid, August, 2022

| <u>Date</u> | <u>Check #</u> | <u>Vendor Name</u> | <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|-------------|----------------|---------------------------------------|-----------------------|--|---------------|
| 08/18/2022 | 62814 | Tehama Tire Service, Inc. | 07-66-66150 | 4 New Tires For T124 | 913.01 |
| 08/18/2022 | 62815 | Power Up Electric | 07-63-63260 | ASCO Trans Switch/Install Part For Standby Generator At FPH | 8,069.38 |
| 08/18/2022 | 62816 | P G & E | 07-66-66250 | HQ Service 6/27/22-7/26/22, PH's Service 6/3/22-7/1/22 | 4,592.80 |
| 08/18/2022 | 62817 | Oroville Cable & Equipment Co. | 07-66-66100 | Grinding Discs | 91.64 |
| 08/18/2022 | 62818 | Mendes Supply Company | 07-63-63100 | Paper Towel Dispensors For WPH, FPH, KPH | 183.21 |
| 08/18/2022 | 62819 | CDW Government, Inc. | 07-00-11140/2022-0994 | Tripp Rack Fixed cantilever Shelf, Cable W/Adapter | 234.65 |
| 08/18/2022 | 62820 | Capital One | 07-63-63100 | Bottled water | 64.96 |
| 08/18/2022 | 62821 | Bayshore Safety & Industrial Supplies | 07-63-63100 | Grey Rags | 539.76 |
| 08/18/2022 | 220805 | CalPERS | 07-60-60201 | GASB 68 Services, 6/30/22 Measurement Date | 700.00 |
| 08/19/2022 | 62824 | Advanced Document Concepts | 01-50-50380 | Fold/Stuffing Mach 8/1/22-7/31/23, Shop/Office printers 7/22 | 815.87 |
| 08/19/2022 | 62825 | AT&T | 07-68-68251 | Firewall 8/5/22-9/4/22 | 672.10 |
| 08/19/2022 | 62826 | AT&T Mobility | 07-68-68251 | Cell Phone, Routers, Tablet Service 8/3/22-9/2/22 | 567.00 |
| 08/19/2022 | 62827 | Better Deal Exchange | 01-00-15213 | PVC, Caps, Bolts, Nuts, Washers, Hose, Gloves, Tubing, Solvent | 433.32 |
| 08/19/2022 | 62828 | Dawson Oil Company | 01-56-56150 | Grease EP | 41.82 |
| 08/19/2022 | 62829 | Fastenal Company | 01-53-53260 | Blk Cable Tie, AAA Alk Battery, Twist Guard Test Leads | 391.91 |
| 08/19/2022 | 62830 | Home Depot Credit Service | 01-54-54270 | Saw Blade Set, Wood Stakes/Lumber, Screws, Nuts, Washers | 161.50 |
| 08/19/2022 | 62831 | M J B Welding Supply | 01-53-53260 | Gloves | 57.63 |
| 08/19/2022 | 62832 | Arthur Martinez | 01-55-55102 | Reinbursement-Wall Chargers, Radio Holsters, Car Chargers | 48.67 |
| 08/19/2022 | 62833 | Matco Tools | 01-56-56274 | Hand Cleaner, Flash Light Grip | 97.74 |
| 08/19/2022 | 62834 | Timothy Miller | 01-53-53501 | T3 License Renewal 8/17/22 | 90.00 |
| 08/19/2022 | 62835 | Oroville Ford | 01-56-56150 | Tail Light For T386 | 50.22 |
| 08/19/2022 | 62836 | U.S. Bank | 01-56-56100 | Conferencing Svs-Power/Water, Carpet Cleaner, Statline Comm | 412.50 |
| 08/19/2022 | 62837 | Bobcat of Chico | 01-00-11183/2021-0208 | Bobcat W/Mower, Hyd Drain Kits, Hyd Clamp, Materials | 71,917.90 |
| 08/19/2022 | 62838 | Capital One | 01-56-56100 | Lysol Wipes, Swiffer Dry Pads, Air Fresheners, Dog Treats | 41.02 |
| 08/19/2022 | 62839 | Core & Main LP | 01-00-22300 | 3/4 Mip Adapter, Poly Tubing, 3/4 Male compression 90 | 2,817.21 |
| 08/19/2022 | 62840 | InfoSend, Inc. | 01-55-55114 | July 2022 Cycle 1-10 Billing | 4,046.36 |
| 08/19/2022 | 62841 | Napa Auto Parts | 01-56-56150 | ABS Control Module, Air/Oil Filters, Tailgate Handle | 798.95 |
| 08/19/2022 | 62842 | Powerplan - OIB | 01-56-56150 | Seal Kit - E119, Gasket, Fuel Pump - E119 | 275.32 |
| 08/24/2022 | 220806 | CalPERS | 01-50-50413 | PR 8/26/22 Employee Retirement Contributions/ Service Credit | 46,689.82 |
| 08/24/2022 | 220807 | CalPERS 457 Plan | 01-00-22908 | PR 8/26/22 Employee 457 Contribution | 2,580.84 |
| 08/24/2022 | 220808 | Lincoln Financial Group | 01-00-22908 | PR 8/26/22 Employee 457 Contribution | 2,083.64 |
| 08/25/2022 | 62843 | ACWA-JPIA | 01-50-50400 | September 2022 Employee/Retiree Vision & Dental | 9,983.50 |
| 08/25/2022 | 62844 | AFLAC | 01-00-22915 | Employee Supplemental-Disability/Life-PR 8/12/22 & 8/26/22 | 1,286.16 |
| 08/25/2022 | 62845 | Empower Retirement/MassMutual | 01-00-22908 | PR 8/26/22 Employee 457 Contribution | 100.00 |
| 08/25/2022 | 62846 | IBEW #1245 | 01-00-25207 | August 2022 Member Dues | 6,219.46 |
| 08/25/2022 | 62847 | Mission Square Retirement | 01-00-22908 | PR 8/26/22 Employee 457 Contribution | 1,531.67 |
| 08/25/2022 | 62848 | Nationwide Retirement | 01-00-22908 | PR 8/26/22 Employee 457 Contribution | 1,754.83 |
| 08/25/2022 | 62849 | Reliance Standard Life | 01-50-50402 | Employee Life Insurance September 2022 | 965.30 |
| 08/25/2022 | 62850 | Standard Insurance | 01-50-50403 | Employee Life Insurance September 2022 | 3,277.71 |
| 08/26/2022 | 62851 | Alpine Portable Toilet Service | 07-63-63171 | Portable Toilet/Sink Rental, Cleaning Services 8/16/22-9/12/22 | 290.12 |
| 08/26/2022 | 62852 | AT&T | 07-66-66251 | Local Calls For FPH/HQ/SPH 8/10-9/9/22 | 1,492.74 |

South Feather Water and Power Agency
Checks Paid, August, 2022

| <u>Date</u> | <u>Check #</u> | <u>Vendor Name</u> | <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|-------------|----------------|--------------------------------------|-----------------------|--|---------------|
| 08/26/2022 | 62853 | AT&T | 07-60-60251 | Circuits 8/10-9/9/22 | 348.41 |
| 08/26/2022 | 62854 | AT&T | 07-60-60251 | Fiber Optic Connection Fee For KPH August 2022 | 1,146.14 |
| 08/26/2022 | 62855 | Bank of America - Bank Card | 07-67-67350 | Ad For Finance Manager, Food for PFMA, Lunch For Applicant | 434.59 |
| 08/26/2022 | 62856 | Home Depot Credit Service | 07-63-63100 | Bug Spray | 29.13 |
| 08/26/2022 | 62857 | Brian Howerton | 07-64-64260 | Dual Crossover Hydraulic Relief Coughion Valve For MRC | 84.27 |
| 08/26/2022 | 62858 | Interstate Battery Sacramento Valley | 07-66-66150 | Heavy Duty Batteries For Grader | 441.31 |
| 08/26/2022 | 62859 | McMaster Carr Supply Co. | 07-64-64260 | Steel Nuts, Screws, Fittings, Drill Bits, Wrench, Battery | 3,400.15 |
| 08/26/2022 | 62860 | Micro Motion, Inc. | 07-63-63260 | Rosemount 8711 Wafer Magnetic Flow Meter Sensor For FPH | 3,235.93 |
| 08/26/2022 | 62861 | MSC Industrial Supply Company | 07-63-63100 | Plastic Hang & Stack Bins, Coil Zip Joint, Cutting Fluid | 3,959.74 |
| 08/26/2022 | 62862 | Mt. Shasta Spring Water | 07-66-66100 | Bottled Water | 65.25 |
| 08/26/2022 | 62863 | Napa Auto Parts | 07-66-66150 | Brake Cleaner, DEF Fluid | 173.03 |
| 08/26/2022 | 62864 | Oro Dam Auto Center | 07-66-66150 | E-Vap Canister | 396.69 |
| 08/26/2022 | 62865 | Oroville Cable & Equipment Co. | 01-61-61260 | Hydraulic Hoses, Cut Off Discs, Sand Paper | 1,028.81 |
| 08/26/2022 | 62866 | Oroville Ford | 07-66-66150 | Oil Filters | 53.50 |
| 08/26/2022 | 62867 | Sage Designs, Inc. | 07-68-68408 | SCADAwise Telepace Studio Training For One Employee | 1,650.00 |
| 08/26/2022 | 62868 | STAPLES CREDIT PLAN | 07-60-60106 | Markers, Pencils, High Lighters, Printer Ink, First Aid Supplies | 106.73 |
| 08/26/2022 | 62869 | AT&T | 01-53-53251 | Internet Connection For MRTP 8/14-9/12/22 | 74.90 |
| 08/26/2022 | 62870 | AT&T | 01-50-50251 | Local Calls Service 8/10-9/9/2022 | 3,443.66 |
| 08/26/2022 | 62871 | Better Deal Exchange | 01-54-54104 | PVC, Fittings, Marking Wand, Adapters, Bushings, Bug Spray | 385.57 |
| 08/26/2022 | 62872 | Dawn Cook | 02-56-56394 | Health Benefit Reimbursement | 50.00 |
| 08/26/2022 | 62873 | Cox Glass Co | 01-56-56150 | Windsheild For T137 | 365.22 |
| 08/26/2022 | 62874 | Cresco Equipment Rentals | 01-54-54104 | 14" Asphalt Blade | 121.24 |
| 08/26/2022 | 62875 | Industrial Power Products-Oroville | 01-56-56150 | Chain Loops | 186.55 |
| 08/26/2022 | 62876 | Jimmy P Tools LLC | 01-56-56274 | Locking Plier Set, Metric Impact | 292.57 |
| 08/26/2022 | 62877 | Oroville Ford | 01-56-56150 | Steering Shaft For T303 | 209.12 |
| 08/26/2022 | 62878 | Pace Analytical Services, LLC | 01-53-53201 | Perchlorate By EPA For MRTP & BTP | 221.54 |
| 08/26/2022 | 62879 | Ramos Oil Co. | 01-56-56160 | Fuel | 3,486.93 |
| 08/26/2022 | 62880 | Sharp's Locksmithing | 01-54-54104 | 6 Key Tags, 2 Keys Made | 11.91 |
| 08/26/2022 | 62881 | Valley Iron Inc. Oroville | 01-54-54295 | Hot Rolled Flat Bar | 102.96 |
| 08/26/2022 | 62882 | Verizon Wireless | 01-53-53251 | MRTP/After Hrs/One Employee Cell Phone 7/11/22-8/10/22 | 132.29 |
| 08/26/2022 | 62883 | Vista Net, Inc. | 01-00-11202 | 24 Port POE switch, Stacking Module/Cable, Sys. Eng. Services | 3,068.44 |
| 08/26/2022 | 62884 | Dan's Electrical Supply | 01-53-53260 | Fuses, 30-50 AMP Plug | 47.15 |
| 08/26/2022 | 62885 | Fastenal Company | 01-53-53260 | Screwdriver Set/Sockets, Batteries, Marking Paint | 234.11 |
| 08/26/2022 | 62886 | Home Depot Credit Service | 01-53-53260 | Batteries, Lumber, Seal Tape, Drill Bits, Outlet | 67.67 |
| 08/26/2022 | 62887 | Napa Auto Parts | 01-56-56150 | 55 Gallon Drum, Lever Pump, Oil Filter, Shop Towels, Gloves | 1,564.83 |
| 08/26/2022 | 62888 | O'Reilly Auto Parts | 01-56-56150 | Brake Kit, Cargo Bar, Socket, Battery Charger, Battery | 526.67 |
| 08/26/2022 | 62889 | U S A Blue Book | 01-55-55113 | Synthetic Grease | 61.73 |
| 08/26/2022 | 62890 | Vivax-Metrotech | 01-55-55201 | Labor To Repair & Calibrate Metrotech | 367.85 |
| 08/26/2022 | 62891 | YSI Incorporated | 07-00-11140/2022-0993 | Data Logger | 8,825.03 |
| 08/31/2022 | 62892 | American Pavement Systems Inc | 01-00-22200 | Refund UB 02479 | 2,459.49 |
| 08/31/2022 | 62893 | Stephanie Buckley | 01-00-22200 | Refund UB 16477 | 62.59 |

South Feather Water and Power Agency
Checks Paid, August, 2022

| <u>Date</u> | <u>Check #</u> | <u>Vendor Name</u> | <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|-------------|----------------|--|-----------------------|--|---------------|
| 08/31/2022 | 62894 | Rhonda Cheek | 01-00-22200 | Refund UB 15584 | 33.66 |
| 08/31/2022 | 62895 | Sharon Cress | 01-00-22200 | Refund UB 6851 | 30.34 |
| 08/31/2022 | 62896 | Mary Garrahy | 01-00-22200 | Refund UB 11759 | 11.50 |
| 08/31/2022 | 62897 | Christie Holder | 01-00-22200 | Refund UB 9052 | 24.82 |
| 08/31/2022 | 62898 | Redwood Holdings LLC | 01-00-22200 | Refund UB 11820 | 164.11 |
| 08/31/2022 | 62899 | Christopher or Ashley Root | 01-00-22200 | Refund UB 17320 | 27.45 |
| 08/31/2022 | 62900 | TTR Substations LLC | 01-00-22200 | Refund UB 21192 | 2,391.65 |
| 08/31/2022 | 62901 | Better Deal Exchange | 07-66-66100 | Cable Ties, Fittings, Hose, Shut Off Valve | 161.40 |
| 08/31/2022 | 62902 | Capital One | 07-63-63100 | Bottled Water | 64.96 |
| 08/31/2022 | 62903 | Consolidated Electrical Distributors, Inc. | 01-61-61370 | Reflectors, Conduit, Clamps, Bushings, Bay Lights, Hangers | 3,837.17 |
| 08/31/2022 | 62904 | Home Depot Credit Service | 07-63-63100 | Utility Pump, Thread Seal Tape | 153.02 |
| 08/31/2022 | 62905 | Kestrel Power Engineering | 07-67-67201 | NERC PRC-024-3 Testing At Kelly Ridge PH/Sly Creek PH | 6,100.00 |
| 08/31/2022 | 62906 | Napa Auto Parts | 07-66-66150 | Oil, Oil Filters | 282.40 |
| 08/31/2022 | 62907 | New Pig | 01-61-61260 | PIF Oil-Only Loose Absorbents, UPS Shipping | 943.27 |
| 08/31/2022 | 62908 | Oroville Power Equipment | 07-66-66100 | Honda Pump Carburetor Kits | 35.94 |
| 08/31/2022 | 62909 | Ramos Oil Co. | 07-66-66160 | Gas & Diesel | 6,637.10 |
| 08/31/2022 | 62910 | Michael Stark | 07-66-66408 | Water Distribution Exam & Certification | 180.00 |
| 08/31/2022 | 62911 | Accularm Security Systems | 01-50-50201 | September 2022 Fire/Burg Monitoring, Open/Close Reports | 197.00 |
| 08/31/2022 | 62912 | AT&T | 07-68-68251 | Energy Communication Service July 2022 | 80.88 |
| 08/31/2022 | 62913 | AT&T Mobility | 01-58-58251 | Cell Phone, Tablet Service 7/19/22-8/18/22 | 323.40 |
| 08/31/2022 | 62914 | Better Deal Exchange | 01-53-53260 | Thermal Wire, Water Seal, Nuts, Bolts, Mounting tape | 208.84 |
| 08/31/2022 | 62915 | Capital One | 01-56-56100 | Paper Towels, Coffee, Cleaning Supplies, Light Bulbs | 123.79 |
| 08/31/2022 | 62916 | Core & Main LP | 01-00-22300 | Copper Tube, Poly Tube, Meter Union, Locate Wire, Box W/Lid | 23,806.34 |
| 08/31/2022 | 62917 | Dish Network | 01-50-50251 | Satellite Service 9/8/22-10/7/22 | 144.81 |
| 08/31/2022 | 62918 | IBEW #1245 | 01-00-25207 | July 2022 Member Dues - Replacement Check | 9,329.19 |
| 08/31/2022 | 62919 | Minasian, Meith, Soares | 01-50-50208 | July 2022 Professional Services | 20,899.55 |
| 08/31/2022 | 62920 | Office Depot, Inc. | 01-50-50106 | Pens, Eraser Sticks, Batteries, Pen Refills, Index Number Tabs | 328.40 |
| 08/31/2022 | 62921 | Orkin Pest Control | 01-53-53201 | Pest Control Service | 95.00 |
| 08/31/2022 | 62922 | Paramex Screening Services | 01-52-52226 | Screening Services, On-Site Travel Charge | 335.00 |
| 08/31/2022 | 62923 | Jaymie Perrin | 01-52-52103 | Health Ben/Cell Ph Case For Agency Ph/Shirts Reimbursement | 188.07 |
| 08/31/2022 | 62924 | Tehama Tire Service, Inc. | 01-56-56150 | 4 New Tires For T104 | 838.57 |
| 08/31/2022 | 62925 | Vista Net, Inc. | 07-00-11185/2022-0992 | Replacement Network Storage-Power, Recon. Switches/Fiber | 23,589.34 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | TOTAL AUGUST, 2022 CHECKS | 1,259,664.52 |

**SOUTH FEATHER WATER AND POWER AGENCY
PAYROLL
AUGUST, 2022**

| | | |
|---------------------------|----|----------------------|
| PAYROLL STATE & FED TAXES | \$ | 160,534.36 |
| PAYROLL NET | | 316,873.58 |
| TOTAL AUGUST, 2022 | | \$ 477,407.94 |

**CREDIT CARD DETAIL
AUGUST 2022 PAYMENTS**

| <u>Check #</u> | <u>Date</u> | <u>Description</u> | <u>Amount</u> |
|----------------|-------------|---------------------------------------|---------------|
| 62836 | 8/19/2022 | U.S. Bank | |
| | | Carpet Cleaner | \$ 286.84 |
| | | Stateline Comm-BTP 4/1/22-12/21/22 | 110.00 |
| | | Conferencing Svs, Zoom, through 12/22 | 15.66 |
| | | | \$ 412.50 |
| 62855 | 8/26/2022 | Bank of America | |
| | | Binoculars | \$ 364.63 |
| | | Food For PFMA Meetings | 208.76 |
| | | Ad For Finance Manager Position | 184.91 |
| | | Federal Regulation Code Books | 72.94 |
| | | Lunch For Applicant Job Interview | 42.45 |
| | | Credit for plane ticket cancellation | (439.10) |
| | | | \$ 434.59 |



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Steve Wong, Finance Division Manager

DATE: August 16, 2022

RE: Agenda Item for ~~8/23/22~~ 9/27/22 Board of Directors Meeting

Resolution authorizing participation in the PARS Post-Employment Benefits Trust Program to be administered by Public Agency Retirement Services (PARS) and U.S. Bank, appointing the General Manager as the Agency's Plan Administrator, and authorizing the General Manager to execute the documents to implement the Program.

Background:

In 2012, the Government Accounting Standards Board (GASB) issued Statement No. 68, *Accounting and Financial Reporting for Pensions*. GASB 68 requires that governmental employers that sponsor Defined Benefit plans (i.e., CalPERS) must recognize a net pension liability (unfunded accrued liability) on their balance sheet. This is the difference between the Agency's total pension liability (actuarial accrued liability) and actual plan assets. GASB 68 became effective for fiscal years starting after June 15, 2014.

In 2015, the Government Accounting Standards Board (GASB) issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. GASB 75 requires the Agency to report costs and obligations for post-employment healthcare and other post-employment benefits (called "OPEBs") similar to the accounting requirement to report pension obligations. Similar to GASB 68, the Agency must also report its net OPEB liability (difference between the total OPEB liability and assets accumulated in an irrevocable trust) on its Financial Statements. GASB 75 (which replaced the requirements of GASB 45) became effective for fiscal years beginning after June 15, 2017.

In an effort to help public agencies address and manage their GASB 68 and 75 liabilities, PARS has sought and received approval from the IRS in the form of a Private Letter Ruling on its Post-Employment Benefits Trust Program. PARS has assembled leading professionals to provide the Agency with the necessary services required under one program to pre-fund both pension and retiree health care liabilities. This would provide the Agency with an alternative to CalPERS that will allow for greater local control over assets, investment by a professional fund management team selected and monitored by the Agency, with contributions and distributions from the trust determined at the discretion of the Agency.

The program has been established as a multiple employer trust so that public agencies regardless of size can join the program to receive the necessary economies of scale to keep administrative fees low and avoid any setup costs. To properly offset OPEB liabilities, funds must be set aside in an exclusive benefit,

irrevocable trust that cannot be accessed by creditors in order to be accounted for as assets to reduce the liabilities on the Agency's financial statements. The trust permits the Agency, under federal and state law, to invest in a more diversified array of investments to maximize investment returns long term and reduce the Agency's liabilities.

To date, more than 480 public agencies have adopted programs through PARS to reduce their OPEB and pension liabilities including local agencies such as the City of Oroville and the Housing Authority of the County of Butte.

Expected benefits offered by the PARS Post-Employment Benefits Trust Program to the Agency include:

- Contributions placed in an exclusive benefit trust could address the Agency's unfunded liabilities
- Investment flexibility with Section 115 Trust compared to restrictions on general fund investments
- Increased risk diversification of plan assets through different asset management than CalPERS
- Investments can be tailored to the Agency's unique demographics
- Oversight and control of fund management selection, monitoring of performance and ability to replace fund management based on performance criteria
- Increased flexibility on use of trust assets (i.e., trust assets can be accessed at any time as long as the assets are used to fund the Agency's pension and OPEB obligations and defray reasonable expenses associated therewith)
- Lower investment management and administrative expenses compared to CalPERS Pension Program
- Potential for positive rating agency and investor consideration.

PARS has partnered with US Bank to serve as trustee and High Mark Capital to provide investment management services for the program.

Recommendation:

It is recommended that the Agency Board approve the Agency's establishment of the PARS Post-Employment Benefits Trust Program and adopt Resolution No. 22-08-01. It is also recommended that the Agency Board authorize the General Manager, subject to the review and approval of the Agency's legal counsel, to sign all necessary documents.

RESOLUTION NO. 22-09-01

RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS
OF THE SOUTH FEATHER WATER AND POWER AGENCY
APPROVING THE ADOPTION OF THE
PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST
ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

WHEREAS, PARS has made available the PARS Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding pension obligations and/or OPEB obligations; and

WHEREAS, the South Feather Water and Power Agency ("Agency") is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the Agency's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS, the Agency's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the Agency reserves the right to make contributions, if any, to the Program.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Directors hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective October 1, 2022; and
2. The Governing Board hereby appoints the General Manager, or his/her successor or his/her designee as the Agency's Plan Administrator for the Program; and
3. The Agency's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the Agency and to take whatever additional actions are necessary to maintain the Agency's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the Agency's Program.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA

COUNTY OF BUTTE

Rath Moseley, the Secretary of the Governing Board of Directors of the South Feather Water and Power Agency, State of California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said Agency at a regular meeting thereof held on September 27, 2022.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____, 2022.

Secretary of the Board of Directors

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this ____ day of _____, 2022, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the [Agency Name] (“Agency”).

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or Other Post-Employment Benefits (“OPEB”) obligations (“Plan”) and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS’ standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content, and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for nonperformance of Services to the extent such nonperformance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees, or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.
9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, and employees, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.
10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.
13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: [Agency]; [Agency Address]; Attention: [Plan Administrator Title]Notices shall be deemed given on the date received by the addressee.
16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2022 and ending _____, 2025 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve-month periods following the Term.
17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions, and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

AGENCY:

BY: _____
Plan Administrator Name

TITLE: _____

DATE: _____

PARS:

BY: _____
Tod Hammeras

TITLE: Chief Financial Officer

DATE: _____

EXHIBIT 1A
SERVICES

PARS will provide the following services for the [Agency Name] Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust (“Trustee”), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
- (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
- (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
- (F) Preparing and submitting an annual report of Plan activity to the Agency;
- (G) Facilitating actuarial valuation updates and funding modifications for compliance with the applicable GASB pronouncements and/or statements, if prefunding OPEB obligations;
- (H) Coordinating periodic audits of the Trust;
- (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

| <u>For Plan Assets from:</u> | | | <u>Annual Rate:</u> |
|------------------------------|-----|--------------|---------------------|
| \$1 | to | \$10,000,000 | 0.25% |
| \$10,000,001 | to | \$15,000,000 | 0.20% |
| \$15,000,001 | to | \$50,000,000 | 0.15% |
| \$50,000,001 | and | above | 0.10% |

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information. Agency is solely responsible for ensuring that all information and documentation provided to PARS is true, correct, and authorized:

1. Executed Legal Documents:
 - (A) Certified Resolution
 - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
 - (C) Trustee Investment Forms

2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Contribution amount
 - (C) Contribution date
 - (D) Contribution method (Check, ACH, Wire)

3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Payment reimbursement/distribution amount
 - (C) Applicable statement date
 - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
 - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)

4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Rath Moseley, General Manager

DATE: September 8, 2022

**RE: APN 072-200-003 Seegert
Agenda Item for 9/27/22 Board of Directors Meeting**

At the February 22, 2022 Regular Board Meeting, direction was provided to initiate the process of transferring APN 072-200-003 (Mini Gray) back to the owners per a 1957 agreement that states "when the agency is no longer using the location it is to be transferred back to the original owners".

The title company is requiring a current resolution from the SFWPA Board of Directors approving the action of transferring title. Included on the following pages are the resolution of real property, the title/escrow documentation including legal description and plats, the 1957 resolution, excerpt from meeting minutes, and the original grant certificate.

"I move approval of Resolution 22-09-27 confirming acceptance to transfer the title of APN 072-200-003 (mini gray) to Seegert for the sum of one dollar complying with the original 1957 agreement.



SOUTH FEATHER WATER & POWER AGENCY

RESOLUTION OF THE BOARD OF DIRECTORS

Resolution 22-09-27 CONFIRMING ACCEPTANCE OF CONVEYANCE OF REAL PROPERTY AND AUTHORIZING TITLE TRANSFER

Assessor's Parcel No. 072-200-003

WHEREAS, the Board of Directors of South Feather Water and Power Agency has approved the transfer of the parcel of real property described as APN 072-200-003; and,

WHEREAS, a deed for the subject parcel has been prepared conveying the title thereto; and,

WHEREAS, the Board finds that the parcel attached hereto accurately describes the real property and that said title should be recorded back to the original owners per the 1957 agreement.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of South Feather Water and Power Agency that the parcel attached hereto is accepted by the Board, and the Recorder of the County of Butte is hereby requested to record said title for the benefit of South Feather Water and Power Agency per a 1957 agreement to transfer title back to original owner upon discontinuance of use by South Feather Water and Power Agency.

Passed and adopted by the Board of Directors of South Feather Water and Power Agency at the regular meeting of said Board on the 27th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Tod Hickman, President

Rath T. Moseley, Secretary

SECRETARY'S CERTIFICATE

RATH T. MOSELEY, certifies that: he is the Secretary of the Board of Directors of the South Feather Water and Power Agency; and that the foregoing is a true and correct copy of a resolution duly and regularly adopted by the Board of Directors of the South Feather Water and Power Agency at a meeting of said Board duly and regularly held on the 27th day of September, 2022, at which meeting a quorum was present and voted; said resolution has not been rescinded and is in full force and effect.

September 27, 2022

Date

Rath T. Moseley, Secretary
Board of Directors, South Feather Water and Power Agency



Mid Valley Title & Escrow Company

2295 Feather River Blvd., Suite A, Oroville, CA 95965

Affiliated with

First American Title Insurance Company

Escrow Officer: Mary Thompson
Phone: (530)533-6680
Fax No.: (866)549-0752
E-Mail: marthompson@firstam.com

E-Mail Loan Documents to: OrovilleEdocs.ca@firstam.com

Title Officer: Jennifer Mackall
Phone: (530)893-5644
Fax No.: (866)217-5487
E-Mail: jmackall@firstam.com

Buyer: Seegert
Owner: South Feather Water and Power
Property: APN: 072-200-003
Oroville, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of August 26, 2022 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Standard Owner Policy

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

South Feather Water and Power Agency, who acquired title as Oroville-Wyandotte Irrigation District

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2022-2023, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2021-2022 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

RE-CHECK SUPPLEMENTAL TAXES PRIOR TO THE CLOSE OF ESCROW.

4. The herein described land lies within the bounds of South Feather Water and Power (Formerly Oroville Wyandotte Irrigation District).

Note: For any amounts due, contact:
South Feather Water and Power
2310 Oro-Quincy Hwy.
Oroville, CA 95966
Phone: 530 533-4578
Fax: 530 533-9700
Email: Titlecalls@southfeather.com

In addition to the above there may be a charge for the installation of a backflow device.

5. An easement for public utilities and incidental purposes in the document recorded January 2, 1952 as Book 613, Page 458 of Official Records.

The location of the easement cannot be determined from record information.

6. Reversion Rights contained in Deed recorded March 7, 1958 in Book 830, Page 318, of Official Records.
7. Conditions contained in the instrument recorded on March 7, 1958 as Book 930, Page 318 of Official Records.

Reference is hereby made to the recorded instrument for a full understanding.

8. Water rights, claims or title to water, whether or not shown by the Public Records.
9. The lack of a right of access to and from the land.
10. With respect to South Feather Water and Power Agency, a corporation:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

JM:md

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The Vestee herein acquired Title by Document (s) Recorded March 7, 1958, Book 930, Page 318.

The map attached, if any, may or may not be a survey of the land depicted hereon. Mid Valley Title & Escrow Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Butte, State of California, described as follows:

COMMENCING AT A POINT IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 5 EAST, M.D.B. & M., FROM WHICH POINT IN THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, AND 20 OF THE ABOVE MENTIONED TOWNSHIP BEARS SOUTH 66° 36' 20" WEST A DISTANCE OF 1332.68 FEET; THENCE SOUTH 78° 12' EAST A DISTANCE OF 117.10 FEET; THENCE NORTH 79° 59' EAST A DISTANCE OF 73.52 FEET; THENCE NORTH 52° 27' EAST A DISTANCE OF 166.99 FEET; THENCE NORTH 9° 32' WEST A DISTANCE OF 71.22 FEET; THENCE NORTH 65° 36' WEST A DISTANCE OF 187.72 FEET; THENCE NORTH 31° 10' WEST A DISTANCE OF 92.08 FEET; THENCE SOUTH 15° 47' WEST A DISTANCE OF 329.61 FEET TO THE POINT OF BEGINNING

APN: 072-200-003

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local Mid Valley Title & Escrow Company Office for more details.

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

| <u>Your Deductible Amount</u> | <u>Our Maximum Dollar Limit of Liability</u> |
|--|--|
| Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less) | \$10,000.00 |
| Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less) | \$25,000.00 |
| Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less) | \$25,000.00 |
| Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less) | \$5,000.00 |

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b), is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2022

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information with the exception that a subsidiary or affiliate has their own privacy policy, that policy governs. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We have no actual knowledge of selling the information of minors under the age of 16.

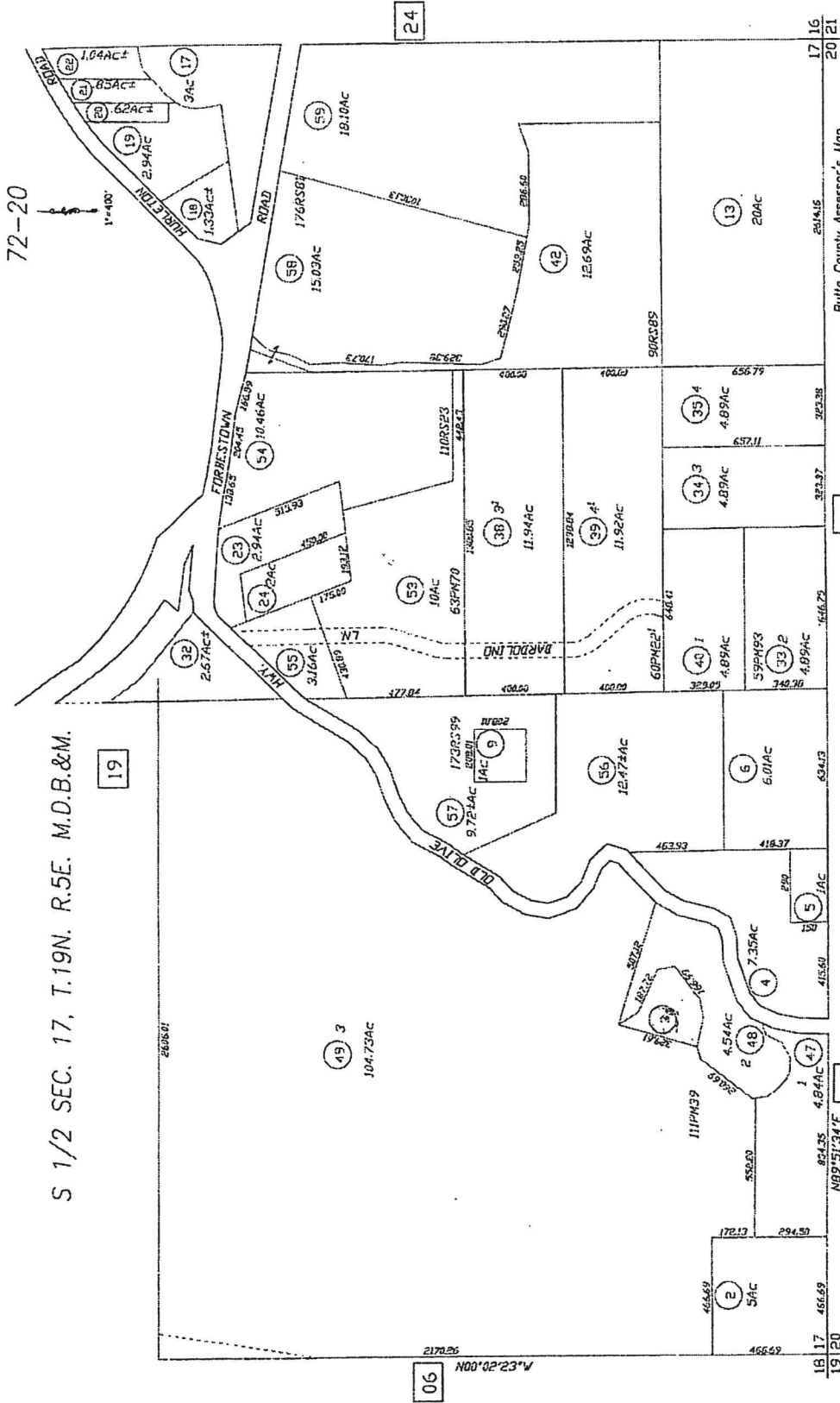
Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

72-20



Butte County Assessor's Map
 Book 72, Page 20

CREATED BY: [Name]
 REVISION: [Date]
 REF. VALUE: [Value]
 PRICE: [Value]
 COMPILED BY: [Name]

All measurements are for reference only. Property boundaries are shown as they appear on the ground. The Assessor is not responsible for errors or omissions in this map. The Assessor is not responsible for the accuracy of the information shown on this map. The Assessor is not responsible for the accuracy of the information shown on this map.

S 1/2 SEC. 17, T.19N. R.5E. M.D.B.&M.

06

46

21

24

17 16

18 17 46659

19 20

2

R E S O L U T I O N

IT WAS RESOLVED, that to the extent the law permits, the District will permit up to four three quarter inch, (4 - 3/4"), outlets for domestic water purposes from either the proposed reservoir or pipe line for use in not to exceed four single dwelling units to be located on property of said owners in the South Half of the Southwest Quarter of Section 17, Township 19 North, Range 5 East, the owners to be entitled to purchase domestic water therefrom at the regularly established District rate then applicable to sales in the District, providing that the landowners deed to the District an easement or right of way for the pipe line from the proposed reservoir to the present "Minnie Gray Hill Pipe Line" and the reservoir site at a price of \$200.00. The water to be sold to such.

2

I, Horace Marlow, Secretary of the Board of Directors of Oroville-Wyandotte Irrigation District do hereby certify that the foregoing is a full true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Directors of said District duly and regularly held at the regular meeting place thereof on the 9th day of October, 1957, of which meeting all of the Directors of said District had due notice and at which a majority thereof were present.

That I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said Resolution is duly entered of record in the Minutes Book, page 2160 of said Board, and said Resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes. That said Resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said District this 17th day of October, 1957.

October 17, 1957

Horace Marlow
Secretary of the Board of Directors of the
Oroville-Wyandotte Irrigation District

72-20-1

72-20-3

EXCERPT FROM MINUTES OF THE REGULAR
MEETING OF THE BOARD OF DIRECTORS
HELD ON 9/11/57 - M/B PAGE 2155

The Board was advised that the land required for the reservoir at the head of the Minnie Gray Hill Line had been surveyed and a legal description thereof is available. Thereupon Director Dorser made the following motion, which was seconded by Director Pank and unanimously carried: IT WAS RESOLVED, that Attorney D. Minasian be and is hereby instructed to draw up a Deed for the purchase of this required parcel of land which will include the following:

The price of this 1 plus acre is \$200.00,
plus an annual payment of \$1.00 per year
hereafter.

That when and if the District ever ceases
to use this land for a reservoir, it agrees
to re deed it to the former owners or their
heirs without any charge.

↳ SEEGERT



For value received **GLADYS H. OATES, LORRAINE BIXLER and
CARL E. BEAN**, Grantors

GRANT.....to **OROVILLE-WYANDOTTE IRRIGATION DISTRICT**, Grantee

all that real property situate in the

County of **Butte**, State of California, described as follows:

A part of the southwest one-quarter (S.W. $\frac{1}{4}$) of Section 17, T. 19 N., R. 5 E., M. D. B. & M. being particularly described as follows, to-wit:

Commencing at a point in the S. W. $\frac{1}{4}$ of Section 17, T. 19 N., R. 5 E., M. D. B. & M. from which point the Section Corner common to Sections 17, 18, 19 and 20 of the above mentioned township bears S. 66° 36' 20" W. a distance of 1332.68 feet; thence S. 78° 12' E. a distance of 117.10 feet; thence N. 79° 59' E. a distance of 73.52 feet; thence N. 52° 27' E. a distance of 166.99 feet; thence N. 9° 32' W. a distance of 71.22 feet; thence N. 65° 36' W. a distance of 187.72 feet; thence N. 31° 10' W. a distance of 92.08 feet; thence S. 15° 47' W. a distance of 329.61 feet to the point of beginning and containing 1.387 acres.

In case the grantee, Oroville-Wyandotte Irrigation District, ceases to have use for said property as a reservoir site and abandons said property, it shall revert to the grantors.

As further consideration for the granting of the above described real property, grantee, Oroville-Wyandotte Irrigation District, agrees to pay to grantor, Carl E. Bean, the sum of \$1.00 per year as long as the Oroville-Wyandotte Irrigation District deems it has use for said property.

Dated..... **December 6** 19**57**.....

Gladys H. Oates x
Lorraine Bixler x
Carl E. Bean x

For Recorder's Use Only

STATE OF CALIFORNIA

County of **Butte** } ss.

On **December 6**, 19**57**,

before me, **Lucy Alpers**, a Notary Public, in and for said County and State, personally appeared.....

Gladys H. Oates, Lorraine Bixler and

Carl E. Bean

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he executed the same.

Lucy Alpers
Notary Public

My commission expires **Nov 4, 1958**

RECORDED AT THE REQUEST OF **Oroville-Wyandotte Irrigation District**

MAR - 7 1958

at **22** ... part **4** ...

R. M. Vol. **930** ... 318

OFFICE OF THE CLERK OF BUTTE COUNTY, CALIFORNIA

1911 B. ESTES, County Recorder

By *Cedric M. Taylor*
County Recorder

Fee \$ **NO FEE**



CERTIFICATE OF ACCEPTANCE

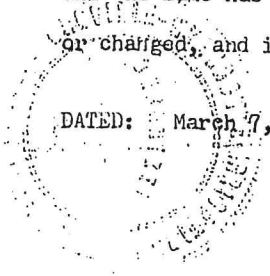
WHEREAS, there has been executed and delivered to the Oroville-Wyandotte Irrigation District, a deed, dated December 6, 1957 to Oroville-Wyandotte Irrigation District, wherein Gladys H. Oates, Lorraine Bixler and Carl E. Bean, convey to Oroville-Wyandotte Irrigation District, certain property described in said deed, and said district desires to accept said deed and acquire such property.

NOW, THEREFORE, BE IT RESOLVED, that this District and its Board of Directors accept said deed and the property therein conveyed and that the consent and acceptance of the grantee be evidenced by this resolution of acceptance attached to such deed as provided for by Section 1158 Civil Code of the State of California.

State of California)
County of Butte) ss

I, HORACE MARLOW, Secretary of the Oroville-Wyandotte Irrigation District, do hereby certify:

I am the duly appointed, qualified and acting Secretary of the Board of Directors of the Oroville-Wyandotte Irrigation District; that the foregoing resolution is a full, true and correct copy of a resolution duly, regularly and unanimously adopted by the Board of Directors of said District, at a regular meeting of said Board of Directors duly and regularly held on the 5th day of March, 1958, at the office of said District and its Board of Directors, at which meeting a quorum of said Board of Directors were present and acting; that said resolution as so adopted was and now is duly entered of record in the minute book of said District, and of said Board of Directors, and the same has not since been revoked, rescinded, altered, amended, modified or changed, and is now in full force and effect.



DATED: March 7, 1958

Horace Marlow
Secretary of the Board of Directors of the Oroville-Wyandotte Irrigation District



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Rath Moseley, General Manager

DATE: September 19, 2022

**RE: Annexation #1-22 (Henderson)
Agenda Item for 9/27/22 Board of Directors Meeting**

The subject annexation is for one 117 acre AG-40 parcel on Milligan Ln. near the intersection with La Porte Road, Bangor, CA.

Attached is a copy of LAFCo's "Application Form" which provides a description of the proposed annexation. Also attached is a copy of the CEQA "Notice of Exemption".

Because this annexation qualifies under the "general exemption rule" of the California Environmental Quality Act (CEQA), a public hearing and adoption of a negative declaration is not required.

The following action would be appropriate and necessary to send the application to LAFCo:

"I move adoption of Resolution 22-09-27, approving annexation of APN 028-220-011 and submitting application for annexation to LAFCo."



SOUTH FEATHER WATER & POWER AGENCY

LAFCO EXHIBIT 1 RESOLUTION OF THE BOARD OF DIRECTORS

Resolution 22-09-27

**Application by the South Feather Water & Power Agency
Requesting the Local Agency Formation Commission to
Take Proceedings for the Annexation of Territory into the Agency**

Milligan Ln. ANNEXATION #1-22 (Henderson)

WHEREAS, the Board of Directors of the South Feather Water and Power Agency desires to initiate proceedings pursuant to the Cortese-Knox Local Government Reorganization Act of 1985, commencing with §56000 of the California Government Code, for the annexation of the territory hereinafter described; and,

WHEREAS, notice of intent to adopt this resolution of application has been given to each interested and subject agency; and,

WHEREAS, the territory proposed to be annexed is inhabited and its owners support the annexation proposal;

WHEREAS, a description of the boundaries of the territory proposed to be annexed is set forth in Exhibit 3 of the LAFCo Application Form for the subject annexation, attached hereto and by this reference incorporated herein; and,

WHEREAS, this proposal is consistent with the sphere of influence of South Feather Water and Power Agency; and,

WHEREAS, the proposed annexation is consistent with the Butte County General Plan applicable to this property; and,

WHEREAS, the annexation is proposed for the purpose of allowing South Feather Water and Power Agency to provide raw (irrigation) water to the annexing territory when available; and,

WHEREAS, this Board of Directors acknowledges that, in accordance with Section 99, Subsection B, Paragraph 8, Subpart (d) of the Revenue and Taxation Code, the Master Property Tax Exchange Agreement that exists between South Feather Water and Power Agency (formerly Oroville-Wyandotte Irrigation District) and the County of Butte applies to this proposed annexation; and,

WHEREAS, this Board of Directors finds that, in accordance with said Master Property Tax Exchange Agreement with Butte County, this change of organization will be revenue neutral to all affected agencies; and,

WHEREAS, this Board of Directors acknowledges that South Feather Water and Power Agency is responsible for Butte LAFCo's expenses for staff services and materials associated with the processing of this annexation

application and agrees to pay, prior to the filing of the Certificate of Completion or within 30 days of receipt of invoice, all required fees and to reimburse Butte LAFCo for the cost of its services that exceed the initial deposit; and,

NOW, THEREFORE, BE IT RESOLVED that this project is exempt from the California Environmental Quality Act in accordance with the general rule contained in Title 14 CCR, §15319(b).

BE IT FURTHER RESOLVED that this Resolution of Application is hereby adopted and approved by the Board of Directors of the South Feather Water and Power Agency, and the Local Agency Formation Commission of Butte County is hereby requested to take proceedings for the annexation of territory as described in LAFCo Exhibit 3, according to the terms and conditions stated above and in the manner provided by the Cortese-Knox Local Government Reorganization Act of 1985 (rev. 1994).

BE IT FURTHER RESOLVED that the Local Agency Formation Commission be requested to make this change of organization subject to the conditions specified in the Statement of Justification, set forth in Section A.4 of the LAFCo Standard Application Form for the subject annexation, by this reference incorporated herein.

BE IT FURTHER RESOLVED that the General Manager shall file a Notice of Exemption from CEQA with the County Clerk for this project.

PASSED AND ADOPTED by the Board of Directors of the South Feather Water and Power Agency at the regular meeting of said Board on the 27th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Tod Hickman, President

Rath T. Moseley, Secretary

SECRETARY'S CERTIFICATE

RATH T. MOSELEY, certifies that: he is the Secretary of the Board of Directors of the South Feather Water and Power Agency; and that the foregoing is a true and correct copy of a resolution duly and regularly adopted by the Board of Directors of the South Feather Water and Power Agency at a meeting of said Board duly and regularly held on the 27th day of September 2022, at which meeting a quorum was present and voted; said resolution has not been rescinded and is in full force and effect.

September 27, 2022

Date

Rath T. Moseley, Secretary
Board of Directors, South Feather Water and Power Agency

BUTTE LOCAL AGENCY FORMATION COMMISSION

Application for Annexation

Revised
April 19, 2011

Butte Local Agency Formation Commission
1453 Downer Street, Suite C
Oroville, CA 95965-4950
Phone: 530-538-7784
Fax: 530-538-2847
<http://www.buttelafco.org>

BUTTE LOCAL AGENCY FORMATION COMMISSION

1453 Downer Street, Suite C
Oroville, CA 95965-4950
(530) 538-7784 (phone) 530-538-2847 (fax)
<http://www.buttelafco.org>

Application for Annexation

Pursuant to LAFCO Policy 6.3, an application to LAFCO requires the submittal of the attached application form, supporting documentation as required in the application and all requisite fees established at the time of application. This application is available in electronic format on the LAFCO website or by e-mail. Please contact the LAFCO office for assistance.

Application Packet Checklist

(Provided for the use of applicants)

- 1. Two (2) completed copies of the Butte Local Agency Formation Commission Application.
 - 2. (a) A certified resolution of application from the affected agency; or
(b) A landowner or registered voter petition making application to LAFCO.
 - 3. A certified resolution of consent from applicable city if project is an annexation of incorporated parcels to a County Service Area.
 - 4. Five (5) extra copies of legal description of the subject area complying with State Board of Equalization standards.
 - 5. Ten (10) extra copies of the map depicting the subject area with vicinity map complying with State Board of Equalization standards.
 - 6. Two (2) copies of environmental documentation complying with the California Environmental Quality Act (CEQA) including documentation (Notice of Intent/Notice of Preparation) that the documents were circulated to LAFCO for review and comment.
 - Categorical Exemption including Notice of Exemption
 - Negative Declaration including Initial Study and Notice of Determination
 - Environmental Impact Report (EIR) including Draft and Final EIR
 - 7. Appropriate fees obtained from LAFCO Fee Schedule attached:

| | |
|---|----------|
| Deposit (<i>payable to Butte LAFCO</i>) | \$ _____ |
| Sphere of Influence (<i>payable to Butte LAFCO</i>) | \$ _____ |
| State Board of Equalization (<i>payable to SBE</i>) | \$ _____ |
 - 8. All necessary signatures:
 - Agent Authorization (*if applicable*)
 - Agreement to Pay
 - Disclosure requirements
 - Certification of application
 - Indemnification
- (NOTE: If application is initiated by resolution of the affected agency, all signatures need to be of the initiating agency representative.)*
- 9. All required "LAFCO Exhibits 1-7."

SIGNATURE PAGE

Agent Authorization

(not applicable if annexation does not have 100% landowner support)

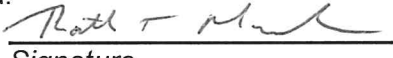
Authorized Agent: Rath T. Moseley SFWPA, General Manager Telephone: (530) 533-2412
Mailing Address: 2310 Oro Quincy Hwy. Oroville, CA 95966
is hereby authorized to process this application on my property identified as Butte County Assessor's Parcel Number(s) 028-220-011

This authorization allows representation for all applications, hearings, appeals, etc. and to sign all documents necessary for said processing, but not including document(s) relating to record title interest. Owner(s) of Record:

| | | | |
|-------------|------------------|------------------------|-----------------------|
| _____ | _____ | <u>Craig Henderson</u> | <u>Property Owner</u> |
| <i>Date</i> | <i>Signature</i> | <i>Printed Name</i> | <i>Title</i> |
| _____ | _____ | | |
| <i>Date</i> | <i>Signature</i> | | |
| _____ | _____ | | |
| <i>Date</i> | <i>Signature</i> | | |

Disclosure Requirements

Pursuant to Government Code Sections 56700.1 and 81000 et seq., and Butte Local Agency Formation Commission policies, any person or combination of persons who directly or indirectly contribute \$1000 or more or expend \$1000 or more in support of or in opposition to a change of organization or reorganization that has been submitted to the commission and will require an election must comply with the reporting and disclosure requirements of the Political Reform Act of 1974 and the Butte Local Agency Formation Commission. These disclosure requirements mandate disclosures be made at specified intervals. Additional information may be obtained by contacting the LAFCo office at (530) 538-7784. Disclosure requirements have been read and acknowledged.

| | | | |
|----------------|---|------------------------|------------------------------|
| <u>9-13-22</u> |  | <u>Rath T. Moseley</u> | <u>SFWPA General Manager</u> |
| <i>Date</i> | <i>Signature</i> | <i>Printed Name</i> | <i>Title</i> |
| _____ | _____ | _____ | _____ |
| <i>Date</i> | <i>Signature</i> | <i>Printed Name</i> | <i>Title</i> |
| _____ | _____ | _____ | _____ |
| <i>Date</i> | <i>Signature</i> | <i>Printed Name</i> | <i>Title</i> |

Certification

Applicants request that proceedings as described in this application be taken in accordance with the provisions of Government Code Section 56000 et seq. and herewith affix their signatures. **Note:** Applications will not be accepted without the signature of one or more of the following: 1) the legal owner(s) or official agents with Power of Attorney or written authorization to sign, 2) Chief Petitioners, and/or 3) Chair of the Legislative Body submitting a Resolution of Application.

| | | | |
|-------------|------------------|---------------------|-------------------------------|
| _____ | _____ | <u>Tod Hickman</u> | <u>President, SFWPA Board</u> |
| <i>Date</i> | <i>Signature</i> | <i>Printed Name</i> | <i>Title</i> |
| _____ | _____ | _____ | _____ |
| <i>Date</i> | <i>Signature</i> | <i>Printed Name</i> | <i>Title</i> |
| _____ | _____ | _____ | _____ |
| <i>Date</i> | <i>Signature</i> | <i>Printed Name</i> | <i>Title</i> |

Agreement to Pay for Time and Materials

Charges and Deposits

LAFCo charges are based upon actual staff time and other expenses attributable to processing applications, reviewing project proposals and researching matters as requested. Such charges may be incurred prior to or without the filing of an application with LAFCo. Individuals and agencies who request services, research, or review must provide a deposit toward project expenses, as listed on the attached current fee schedule, along with a signed copy of this agreement. All deposits are subject to increase, should the Executive Officer determine that the magnitude of the project justifies the increase.

The amount of staff time necessary to process any individual application cannot be easily predicted in advance. Therefore, applicants should be aware that LAFCo charges may exceed the applicable deposit. (unexpended deposits will be refunded.)

PLEASE UNDERSTAND THAT THE CHARGES MUST BE PAID WHETHER OR NOT THE PROPOSAL IS APPROVED.

Staff Assignments

The Executive Officer shall assign LAFCo staff members to projects as appropriate. Should the scope of a project require that outside consulting or other needed services be obtained, applicants will be responsible for the entire cost of recruitment, source selection, and payment for such outside services. Applicants are responsible for paying actual costs for any services obtained through contract, even if such costs exceed the charge-out rate of a regular staff member providing similar services.

Billing Procedure

LAFCo invoices will detail tasks, hours, staff charge-out rates, staff members responsible for work, and/or costs of contracted services. Invoices will also reflect the remaining balance of the initial deposit. Should the deposit be depleted, all staff work will cease until the deposit on file has been replenished. Projects with delinquent balances will not be scheduled for hearing, and the Commission will consider applicants to have waived any and all statutory deadlines.

This form must be signed by the person responsible for payment or the employee or officer duly authorized to bind the applicant and must be filed with LAFCo along with the applicable deposit when an application is filed or a request for staff services is submitted.

Questions regarding specific billing procedures should be directed to the LAFCo Executive Officer at (530) 538-7784.

Agreement

On behalf of Applicant, I certify and agree to the following: Applicant has reviewed the above information, the attached LAFCo fee schedule, and the attached State Board of Equalization fee schedule all of which are part of this agreement. Applicant agrees to pay Butte LAFCo for all staff services, materials, and other charges attributable to its application or request for services. Applicant understands that services may be required before LAFCo receives a formal application, and agrees to pay for such services whenever incurred and regardless of whether a formal application is submitted to LAFCo. Applicant also understands and agrees that LAFCo's charges are payable regardless of whether the application is withdrawn, denied, or otherwise terminated prior to completion. Applicant understands that if the cost of services exceeds the deposit on file, staff work on the project will cease, and the project will not be scheduled for hearing until additional funds are provided. Applicant agrees to remit the applicable State Board of Equalization filing fee when required. Applicant agrees to pay all charges within 30 days of receipt of invoice or if no invoice has been sent, in any case prior to the filing of the Certificate of Completion for the project.

In the event of failure to pay charges when due, the unpaid balance will be subject to a monthly FINANCE CHARGE of 0.833% of the amount of the unpaid balance with a minimum charge of \$1.00. This is an ANNUAL PERCENTAGE RATE of 10%. Any payments made on the account will be credited first to any accrued interest. Should legal action be necessary to collect the charges due, the prevailing party shall be entitled to collect their attorney's fees, staff time and other expenses incurred in the action, in addition to any other relief.

9-13-22



Rath T. Moseley
Printed Name

SFWPA General Manager
Title

Date

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

Signature

Indemnity

Applicant agrees to indemnify, save harmless, and reimburse LAFCo for all reasonable expenses and attorney fees in connection with the defense of LAFCo and for any damages, penalties, fines or other costs imposed upon or incurred by LAFCo should LAFCo be named as a party in any litigation or administrative proceeding in connection with his/her/its application. Applicant agrees that LAFCo shall have the right to appoint its own counsel to defend it and conduct its own defense in the manner it deems in its best interest, and that LAFCo's taking such actions shall not limit Applicant's obligations to indemnify and reimburse defense costs or relieve Applicant of such obligations.

Applicant may request modification of the terms of this agreement in writing, with supporting reasons. Such modification can be approved only by the full Commission.

9-13-22



Rath T. Moseley
Printed Name

SFWPA General Manager
Title

Date

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

Signature

LAFCO Office Use Only

LAFCO File No: _____
LAFCO Fees: _____
SBE Fees: _____
Sphere Fees: _____

Application Submitted: _____
Application Incomplete: _____
Application Complete: _____
Certificate of Filing Issued: _____

**Butte Local Agency Formation Commission
Standard Application Form**

1. **Applicant(s):** *(LAFCO will send copies of the staff report to a maximum of three applicants.)*

Primary Contact of Initiating Agency

Name: Rath T. Moseley
Address: 2310 Oro Quincy Hwy. Oroville, CA 95966
Phone No.: (530) 533-2412

Proponents of Proposal

Name: Craig Henderson
Address: 2717 17th Street, Sacramento CA 95818
Phone No.: 530-681-5901

Name:
Address:
Phone No.:

2. **Change of Organization or other Action Requested** *(Please check all applicable actions related to proposal.)*

- | | | |
|--|---|--|
| <input type="checkbox"/> Annexation to a city | <input type="checkbox"/> Formation of a district | <input type="checkbox"/> City Incorporation |
| <input checked="" type="checkbox"/> Annexation to a district | <input type="checkbox"/> Formation of a County Service Area | <input type="checkbox"/> City Disincorporation |
| <input type="checkbox"/> Detachment from a city | <input type="checkbox"/> Consolidation of cities | <input type="checkbox"/> District Dissolution |
| <input type="checkbox"/> Detachment from a district | <input type="checkbox"/> Consolidation of districts | <input type="checkbox"/> District Merger |
| <input type="checkbox"/> Service Agreement | <input type="checkbox"/> Sphere of Influence Amendment | <input type="checkbox"/> Establishment of Subsidiary Districts |

3. **Authority to File Application**

- Resolution of Application of Affected Agency. Certified copies of the Resolution of Application shall be included as "LAFCO Exhibit 1"; or
- Petition of landowners or registered voters shall be included as "LAFCO Exhibit 1." Complete the Petition for Change of Organization. *(Note: A petition is provided as LAFCO Form L-1.)*

4. **Proposal Boundaries**

- Provide a map of the subject territory meeting the specifications of the State Board of Equalization as listed in the Application Instructions. The boundary map shall be included as "LAFCO Exhibit 2."
- A legal description of the boundaries of the subject territory meeting the specifications of the State Board of Equalization. The legal description shall be included as "LAFCO Exhibit 3."
- Provide a Boundary Statement describing how the boundaries of this proposal were determined. *(Note: One of LAFCO's major responsibilities is to insure that public agencies have logical boundaries. If your proposal would create an "island," peninsula, or other illogical boundary, you may be requested to revise the boundaries.)*

ANNEXATION SUPPLEMENT

A. Justification

1. What is the purpose of the annexation? To allow SFWPA to provide raw water irrigation service to the proposed property.
2. Why or how will the proposal provide greater efficiency in the delivery of governmental services? The raw water conveyance system has minimal capacity to allow service to the proposed property.
3. What governmental services, if any, will be enhanced or reduced by the change of organization? An increase in water availability that could support fire risk mitigation.
4. What terms or conditions, if any, are proposed for this project?
 - a. The annexing territory shall be subject to SFWPA's Rules and Regulations, charges made, and assessments levied pursuant to the provisions of the California Water Code to pay for outstanding obligations of SFWPA, and also shall be subject to all assessments, tolls and charges hereafter levied by SFWPA for any district purpose.
 - b. Payment of Butte County and State Board of Equalization fees and charges relating to the annexation process shall be paid by petitioners.
 - c. The fees specified in "b", above, shall be paid in advance to cover the cost of the annexation process. If for any reason the annexation is not completed, Butte County and State of California fees expended will not be reimbursed.
 - d. The annexing territory will be entitled to irrigation water service from SFWPA. Such service will be subject to the Rules and Regulations of SFWPA regulating that type of service and payment of tolls and charges established by SFWPA for such service.
 - e. Petitioners shall, at their expense, provide all pumping and conduit facilities meeting SFWPA's standards required to obtain such water from the nearest SFWPA source of continuous supply that, in the opinion of the General Manager of SFWPA, has adequate capacity in addition to capacity required to supply existing services therefrom, and to carry such water to the land of petitioners, described herein.
 - f. All facilities up to and including the water measurement shall be the property of SFWPA.

B. Land Use

1. How many acres are proposed for annexation? 117
2. What is the current General Plan AG and zoning AG-40 designations on the affected parcels?
3. What is the current General Plan AG and zoning AG-40 designations on adjoining parcels?
4. What are the General Plan designation AG, pre-zoning AG-40 and future use of the affected parcels?
5. Describe the existing land use on the subject parcels. Occupied dwelling with a well.
6. What is the estimated population number and density of the proposed annexation area? 2
7. Describe any significant land use issues that will result from the annexation area currently or in the future. Property intended to be developed with vines and outbuildings.
8. Describe the topography of the subject area. Rolling Hillside
9. Describe any concurrent land use applications. None

C. Infrastructure and Public Services

1. How is storm water drainage managed on and adjacent to the proposed annexation area? The parcel is located in the unincorporated area of Butte County.
2. How is public access provided to the proposed annexation area? Public access via county road (La Porte)
3. How will the proposal impact regional circulation/transportation plans? No impact

4. Discuss how the proposal will assist the receiving entity in achieving its fair share of the regional housing needs as determined in the agency's General Plan Housing Element. The proposed annexation is for the purpose of supplying raw water irrigation service to the existing parcel. The "receiving entity" (SFWPA) is an enterprise special district and does not have a General Housing Element.
5. Provide documentation that indicates adequate domestic water supplies for projected uses of the annexation area are available. SFWPA hereby affirms that it has raw-water supply to provide irrigation service to the existing parcel.
6. How will the annexation improve or hinder organized community services? The proposed annexation will improve water availability for community services specific to fire suppression.
7. How will the annexation result in an improvement in social and economic integration of the annexation area? The proposed annexation will allow the annexed parcel to receive raw water service which will increase the value of the property.

8. Please complete the following table of service providers:

| <i>Service</i> | <i>Presently Provided By</i> | <i>Proposed Provider</i> |
|-----------------------------------|--|---|
| Fire Protection | <u>Cal Fire/BCFD</u> | <u>Same</u> |
| Police Protection | <u>Butte County Sheriff</u> | <u>Same</u> |
| Domestic Water Service | <u>N/A</u> | <u>N/A</u> |
| Agricultural Water Service | <u>N/A</u> | <u>South Feather Water & Power Agency</u> |
| Sewer Service | <u>N/A</u> | <u>N/A</u> |
| Solid Waste | <u>N/A</u> | <u>N/A</u> |
| Road/Street Maintenance | <u>Butte County Public Works</u> | <u>Same</u> |
| Power | <u>PG&E</u> | <u>Same</u> |
| Street Lighting | <u>N/A</u> | <u>N/A</u> |
| Planning & Zoning | <u>Butte County</u> | <u>Same</u> |
| Schools | <u>Oroville Elementary School District and Oroville Union High School District</u> | <u>Same</u> |

D. Significant Issues

1. Describe any unique issues and/or pre-existing uses or conditions such as flooding, groundwater contamination, animal keeping, agricultural uses, ecological preserves, airport activity, traffic movement, pedestrian uses, etc., that characterize the proposed annexation area. The parcel is a developed single family dwelling with no unique issues.
2. Describe any unique or special communities of interest such as day care providers or neighborhood associations that characterize the proposed annexation area. None

E. Intergovernmental Coordination

1. Identify governmental agencies that overlay the proposed annexation area, such as special districts, County supervisorial districts, county service areas, maintenance districts, others. County Supervisor District 1; SFWPA Division 1; Oroville Cemetery District; CSA 164- Animal Control; Butte County Mosquito and Vector Control District.
2. Has the proposal been circulated to all affected local agencies? Yes No
3. Attach any responses/comments that have been received from the affected agencies listed.
4. What functions of identified agencies will be duplicated as a result of the annexation?
None
5. Are there any conditions requested by affected government agencies that will substantially affect or impact the annexation area? Yes No (please describe) _____
6. Are there any existing Contractual Agreements between the landowners and the city or district for the provision of services such as sewer or water service? Yes No (please describe)

F. Environmental Determination

1. Indicate what the Lead Agency has done to comply with the requirements of the California Environmental Quality Act (CEQA).

| | |
|---|--|
| <input checked="" type="checkbox"/> Categorical Exemption | <input type="checkbox"/> Negative Declaration (with mitigations) |
| <input type="checkbox"/> Environmental Impact Report | <input type="checkbox"/> Other, please specify _____ |

Copies of the complete environmental documentation prepared by the Lead Agency (including the initial study, any technical reports, and any written comments or recorded public testimony relative to the environmental documents), and a copy of the Notice of Determination/Notice of Exemption, showing the date filed with the County Clerk shall be included as **“LAFCO Exhibit 4.”**

2. Was the environmental documentation (Notice of Intent/Notice of Preparation) circulated to the Butte Local Agency Formation Commission prior to adoption by the Lead Agency? Yes No (If no, please explain why.) A Notice of Intent/Preparation is not required for General Exemption. A Notice of Exemption will be filed upon approval of the project.
3. Attach comments received from LAFCO, if any.

G. Fiscal Issues

1. Does the Resolution of Application from the lead agency include documentation that the agency is in agreement with a standing Master Tax Exchange Agreement, has negotiated a tax exchange agreement, or has made a determination that the proposal is revenue neutral? Yes No (please describe)

2. If this application is by petition, provide documentation of applicants’ request that the affected agencies initiate tax exchange agreements, included as **“LAFCO Exhibit 5.”**
3. To what extent will residents or landowners within the subject area be liable for any existing indebtedness of the city or district accepting the annexation? South Feather Water and Power Agency is an enterprise special district and requires payment of fees and charges in exchange for water service. Applicants will pay the standard water service rate levied by South Feather Water and Power. The expenses to physically install necessary services and appurtenances will be the water-service applicant’s responsibility.
4. Upon annexation, will the territory be included within any assessment district and be subject to assessment for the new or extended services? Yes No (please describe)

H. Support or Protest

1. Provide a list or table labeled “**LAFCO Exhibit 6**” of all affected property owners within the proposed annexation area that includes (*Note: A sample table is provided as LAFCO Form L-2*):

For an uninhabited annexation proposal (less than 12 registered voters):

- ❖ Assessor’s Parcel Number (APN);
- ❖ Situs Address of parcel;
- ❖ Property owner(s) name and mailing address(es);
- ❖ Size of property in acres;
- ❖ Responses in favor of annexation, opposed to annexation or no response; and
- ❖ Assessed land value as determined by the County Assessor.

For an inhabited annexation proposal (more than 12 registered voters) also include:

- ❖ Assessor’s Parcel Number (APN);
- ❖ Situs Address of parcel;
- ❖ Property owner(s) name and mailing address(es);
- ❖ Size of property in acres;
- ❖ Responses in favor of annexation, opposed to annexation or no response;
- ❖ Assessed land value as determined by the County Assessor; and
- ❖ Number and names of Registered Voters at each site address.

I. Public Notice Requirements

1. Provide a mailing list of all property owners AND/OR registered voters (depending on type of annexation) located within the area to be annexed AND a separate mailing list for those properties located within 300 feet of the exterior boundaries of the area to be annexed. These mailing lists must be extracted from the most recent assessment rolls and registered voter rolls prepared by the County at the time the local agency adopts a resolution of application. Mailing lists shall be submitted with the application as “**LAFCO Exhibit 7.**” The mailing list shall also be submitted in electronic format compatible with WordPerfect or Microsoft Word. The mailing list shall include:

- ❖ The property owners and/or registered voters name residing at address;
- ❖ Mailing address and situs address;
- ❖ The Assessor’s Parcel Number; and
- ❖ Mailing labels.

The LAFCO Application is intended to provide the Commission with all relevant data in order to make an informed decision. LAFCO staff will review each application for completeness within 30 days of submittal and inform the applicant in writing of any deficiencies or additional information required.

REQUIRED LAFCO EXHIBITS

- LAFCO Exhibit 1:** Certified copies of the Resolution of Application or Petition for Change of Organization.
- LAFCO Exhibit 2:** Boundary map of annexation area.
- LAFCO Exhibit 3:** Legal description of proposed annexation area.
- LAFCO Exhibit 4:** Copies of the complete environmental documentation.
- LAFCO Exhibit 5:** Tax Exchange Agreement.
- LAFCO Exhibit 6:** List of all affected property owners and/or registered voters.
- LAFCO Exhibit 7:** Public Notice requirements mailing list.

LAFCO Form "L-1"
**Petition for Proceedings Pursuant to the Cortese-Knox-Hertzberg Local Government
 Reorganization Act of 2000**

The undersigned hereby petition(s) the Local Agency Formation Commission of Butte County for approval of a proposed change of organization or reorganization, and stipulate as follows:

- 1) This proposal is made pursuant to Part 3, Division 3, Title 5 of the California Government Code (commencing with §56000, Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000).
- 2) The specific change(s) of organization proposed (i.e., annexation to, detachment from, reorganization, etc.) is (are):
- 3) The boundaries of the territory included in the proposal are as described in Exhibit _____ attached hereto and by this reference incorporated herein.
- 4) This proposal is/is not (circle one) consistent with the sphere(s) of influence of the affected city and/or district(s). If the proposal is not consistent, a Sphere of Influence Amendment must be requested.
- 5) The reasons for the proposal (annexation, detachment, etc.) are:
- 6) The proposed change of organization or reorganization is requested to be made subject to the following terms and conditions:
- 7) The persons signing this petition have signed as: _____ registered voters _____ owners of land.
- 8) Do the petitioners include all landowners within the territory included within the proposal? yes no
- 9) If the formation of a new district is included in the proposal:
 - a) The principal act under which the district is proposed to be formed is: _____.
 - b) The proposed name of the new district is: _____.
 - c) The boundaries of the proposed new district are described in Exhibit _____ heretofore incorporated herein.
- 10) If the proposal includes the consolidation of special districts, the proposed name of the consolidated district is _____.
11. Butte LAFCO policies allow an application by petition only when the applicant provides satisfactory evidence that a diligent effort has been made to obtain a Resolution of Application from the affected public agency. Please indicate what effort was made to obtain such consent and the reasons why the public agency did not act on the applicant's request?

Wherefore, petitioners request that proceedings be taken in accordance with the provisions of '56000 et seq., of the California Government Code, and herewith affix signatures of the Chief petitioners (not to exceed three) as follows:

| Date | Signature | Printed Name | Residence Address | Assessor's Parcel # |
|----------|-----------|--------------|-------------------|---------------------|
| 1. _____ | _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ | _____ |

LAFCO Form "L-2"

| <p align="center">Exhibit "B" Uninhabited Proposal Ownership List Project Name</p> | | | | | | | | |
|---|--------------------------|----------------------------------|-------------|-------|----|--------|-------|-----|
| APN | NAME (mailing) | ADDRESS (situs) | ALV | Acres | RV | TRA | ZONE | Y/N |
| 000-111-222 | Doe, John (see situs) | 353 JD Street Chico, CA 95928 | \$29,799.00 | .28 | 2 | 062011 | R1/CM | Yes |
| Totals | | | \$29,799.00 | 0.28 | 2 | | | |

| <p align="center">Exhibit "B" Inhabited Proposal Ownership List Project Name</p> | | | | | | | | | |
|---|--------------------------|----------------------------------|--|-------------|-------|----|--------|-------|-----|
| APN | NAME (mailing) | ADDRESS (situs) | REGISTERED VOTER NAME(S) (If other than owner) | ALV | Acres | RV | TRA | ZONE | Y/N |
| 000-111-222 | Doe, John (see situs) | 353 JD Street Chico, CA 95928 | John Voter 1 Jonna Voter 2 | \$29,799.00 | .28 | 2 | 062011 | R1/CM | Yes |
| Totals | | | | \$29,799.00 | 0.28 | 2 | | | |

KEY:

- APN: Assessor's Parcel Number. Can be obtained from the Butte County Assessor's Office.
- NAME: The legal landowner and mailing address. This may differ from Situs Address if parcel is not owner occupied.
- ADDRESS: The actual physical site address of an individual parcel. May differ from Mailing Address if not owner occupied.
- REGISTERED VOTER NAME(S): The name or names of all registered voters registered at the situs address.
- ALV: Assessed Land Value. This is the official land value assessment established by the Butte County Assessor's Office.
- Acres: The actual size of the affected parcel.
- RV: Registered Voters. This is the number of registered voters associated with the situs address. Can be obtained from the Butte County Registrar of Voters. NOTE: Registered voter information will ONLY be released to representatives of the affected agency, not the general public.
- TRA: Tax Rate Area. This is a number assigned to each parcel by the State Board of Equalization for taxation purposes. Can be obtained from LAFCO or the Butte County Assessor's Office.
- ZONE: The land use designation (zoning) established by the governing agency.
- Y/N: Yes/No. This reflects the landowners' position on the application. May be left blank if no indication from landowner is available.



SOUTH FEATHER WATER & POWER AGENCY

LAFCO EXHIBIT 1 RESOLUTION OF THE BOARD OF DIRECTORS

Resolution 22-09-27 Application by the South Feather Water & Power Agency Requesting the Local Agency Formation Commission to Take Proceedings for the Annexation of Territory into the Agency

Milligan Ln. ANNEXATION #1-22 (Henderson)

WHEREAS, the Board of Directors of the South Feather Water and Power Agency desires to initiate proceedings pursuant to the Cortese-Knox Local Government Reorganization Act of 1985, commencing with §56000 of the California Government Code, for the annexation of the territory hereinafter described; and,

WHEREAS, notice of intent to adopt this resolution of application has been given to each interested and subject agency; and,

WHEREAS, the territory proposed to be annexed is inhabited and its owners support the annexation proposal;

WHEREAS, a description of the boundaries of the territory proposed to be annexed is set forth in Exhibit 3 of the LAFCo Application Form for the subject annexation, attached hereto and by this reference incorporated herein; and,

WHEREAS, this proposal is consistent with the sphere of influence of South Feather Water and Power Agency; and,

WHEREAS, the proposed annexation is consistent with the Butte County General Plan applicable to this property; and,

WHEREAS, the annexation is proposed for the purpose of allowing South Feather Water and Power Agency to provide raw (irrigation) water to the annexing territory when available; and,

WHEREAS, this Board of Directors acknowledges that, in accordance with Section 99, Subsection B, Paragraph 8, Subpart (d) of the Revenue and Taxation Code, the Master Property Tax Exchange Agreement that exists between South Feather Water and Power Agency (formerly Oroville-Wyandotte Irrigation District) and the County of Butte applies to this proposed annexation; and,

WHEREAS, this Board of Directors finds that, in accordance with said Master Property Tax Exchange Agreement with Butte County, this change of organization will be revenue neutral to all affected agencies; and,

WHEREAS, this Board of Directors acknowledges that South Feather Water and Power Agency is responsible for Butte LAFCo's expenses for staff services and materials associated with the processing of this annexation

application and agrees to pay, prior to the filing of the Certificate of Completion or within 30 days of receipt of invoice, all required fees and to reimburse Butte LAFCo for the cost of its services that exceed the initial deposit; and,

NOW, THEREFORE, BE IT RESOLVED that this project is exempt from the California Environmental Quality Act in accordance with the general rule contained in Title 14 CCR, §15319(b).

BE IT FURTHER RESOLVED that this Resolution of Application is hereby adopted and approved by the Board of Directors of the South Feather Water and Power Agency, and the Local Agency Formation Commission of Butte County is hereby requested to take proceedings for the annexation of territory as described in LAFCo Exhibit 3, according to the terms and conditions stated above and in the manner provided by the Cortese-Knox Local Government Reorganization Act of 1985 (rev. 1994).

BE IT FURTHER RESOLVED that the Local Agency Formation Commission be requested to make this change of organization subject to the conditions specified in the Statement of Justification, set forth in Section A.4 of the LAFCo Standard Application Form for the subject annexation, by this reference incorporated herein.

BE IT FURTHER RESOLVED that the General Manager shall file a Notice of Exemption from CEQA with the County Clerk for this project.

PASSED AND ADOPTED by the Board of Directors of the South Feather Water and Power Agency at the regular meeting of said Board on the 27th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Tod Hickman, President

Rath T. Moseley, Secretary

SECRETARY'S CERTIFICATE

RATH T. MOSELEY, certifies that: he is the Secretary of the Board of Directors of the South Feather Water and Power Agency; and that the foregoing is a true and correct copy of a resolution duly and regularly adopted by the Board of Directors of the South Feather Water and Power Agency at a meeting of said Board duly and regularly held on the 27th day of September 2022, at which meeting a quorum was present and voted; said resolution has not been rescinded and is in full force and effect.

September 27, 2022

Date

Rath T. Moseley, Secretary
Board of Directors, South Feather Water and Power Agency

NOTICE OF EXEMPTION

To: Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

From: South Feather Water and Power Agency
2310 Oro-Quincy Highway
Oroville, CA 95966

County Clerk
County of Butte
25 County Center Drive
Oroville, CA 95965-3375

Project Title: 168 Milligan Lane Property Annexation into South Feather Water and Power Agency

Project Location - Specific:

Refer to Figure 1: The project is east of the City of Oroville in an unincorporated area of Butte County, CA.

Project Location - City: South East Oroville **Project Location - County:** Butte

Description of Nature, Purpose, and Beneficiaries of Project:

The project applicant is requesting annexation into the South Feather Water and Power Agency. The inhabited rural residential parcel intersects with La Porte Road and Milligan Ln.

Name of Public Agency Approving Project: South Feather Water and Power Agency

Name of Person or Agency Carrying Out Project: Craig Henderson

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3) 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption (type and section number); 15319 (b) -Annexations of Existing Facilities and Lots for Exempt Facilities
- Statutory Exemption (state code number): _____

Reason why project is exempt:

The project is the annexation of an individual ag-40 parcel to a district containing existing raw water public facilities that have been developed to the allowed density under the current zoning. The existing facility has the capacity to serve the existing rural residential property.

Lead Agency

Contact: Rath Moseley, General Manager **Phone:** (530) 533-2412

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Title: _____ Date: _____

Signed by Lead Agency

Signed by Applicant

Date received for filing at OPR: _____

NOTICE OF EXEMPTION

To: Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

From: South Feather Water and Power Agency
2310 Oro-Quincy Highway
Oroville, CA 95966

County Clerk
County of Butte
25 County Center Drive
Oroville, CA 95965-3375

Project Title: 168 Milligan Lane Property Annexation into South Feather Water and Power Agency

Project Location - Specific:

Refer to Figure 1: The project is east of the City of Oroville in an unincorporated area of Butte County, CA.

Project Location - City: South East Oroville **Project Location - County:** Butte

Description of Nature, Purpose, and Beneficiaries of Project:

The project applicant is requesting annexation into the South Feather Water and Power Agency. The inhabited rural residential parcel intersects with La Porte Road and Milligan Ln.

Name of Public Agency Approving Project: South Feather Water and Power Agency

Name of Person or Agency Carrying Out Project: Craig Henderson

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3) 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption (type and section number); 15319 (b) -Annexations of Existing Facilities and Lots for Exempt Facilities
- Statutory Exemption (state code number): _____

Reason why project is exempt:

The project is the annexation of an individual ag-40 parcel to a district containing existing raw water public facilities that have been developed to the allowed density under the current zoning. The existing facility has the capacity to serve the existing rural residential property.

Lead Agency

Contact: Rath Moseley, General Manager **Phone:** (530) 533-2412

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Title: _____ Date: _____

- Signed by Lead Agency
- Signed by Applicant

Date received for filing at OPR: _____



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Steve Wong, Finance Division Manager

DATE: September 20, 2022

RE: General Information (regarding matters not scheduled on the agenda)
9/27/22 Board of Directors Meeting

Health plans

As reported last month, open enrollment for the 2023 health plans began on September 19 and continues through October 14, 2022. The same four plans available to employees in 2022 will again be available in 2023. The 2023 cap for the monthly employer premium is \$2,905.93, a 2.87% increase over the 2022 cap of \$2,824.93.

Capital Asset removals

Following a limited review of the Agency's asset listings, the items on the attached listing (page 1) are no longer in service, have all exceeded their useful life and have been disposed of. Acceptance of this report allows for the removal of these items from the Agency's asset accounts. There is no impact on the Agency's financial position.

Phone system

The Agency's Shoretel phone system has exceeded its useful life and is no longer supported. IT manager Martinez coordinated the smooth conversion to a new system, Mitel Connect.

S&P Global Ratings

In connection with the Agency's 2016 Certificates of Participation issued to finance the Miners Ranch Water Treatment Plant Improvement Project, S&P Global Ratings (Standard and Poors) issued an underlying "A" rating/"AA" enhanced insured rating for the certificates. This rating was affirmed with a March, 2020 update. S&P Global is again proceeding with a full review of the 2016 COPs and its rating. Agency staff provided the requested data and are scheduled to meet with the S&P Global representative in a conference call on Tuesday, September 27.

Supplemental Appropriation/Budget Modification 2022-6

Supplemental Appropriation/Budget Modification 2022-6 has been prepared to document deferral of the MRTTP solar field inverter replacement project with 2022 appropriations of \$115,000 and appropriate \$40,000 for the replacement of MRTTP raw water pump #3 (2022-0226).

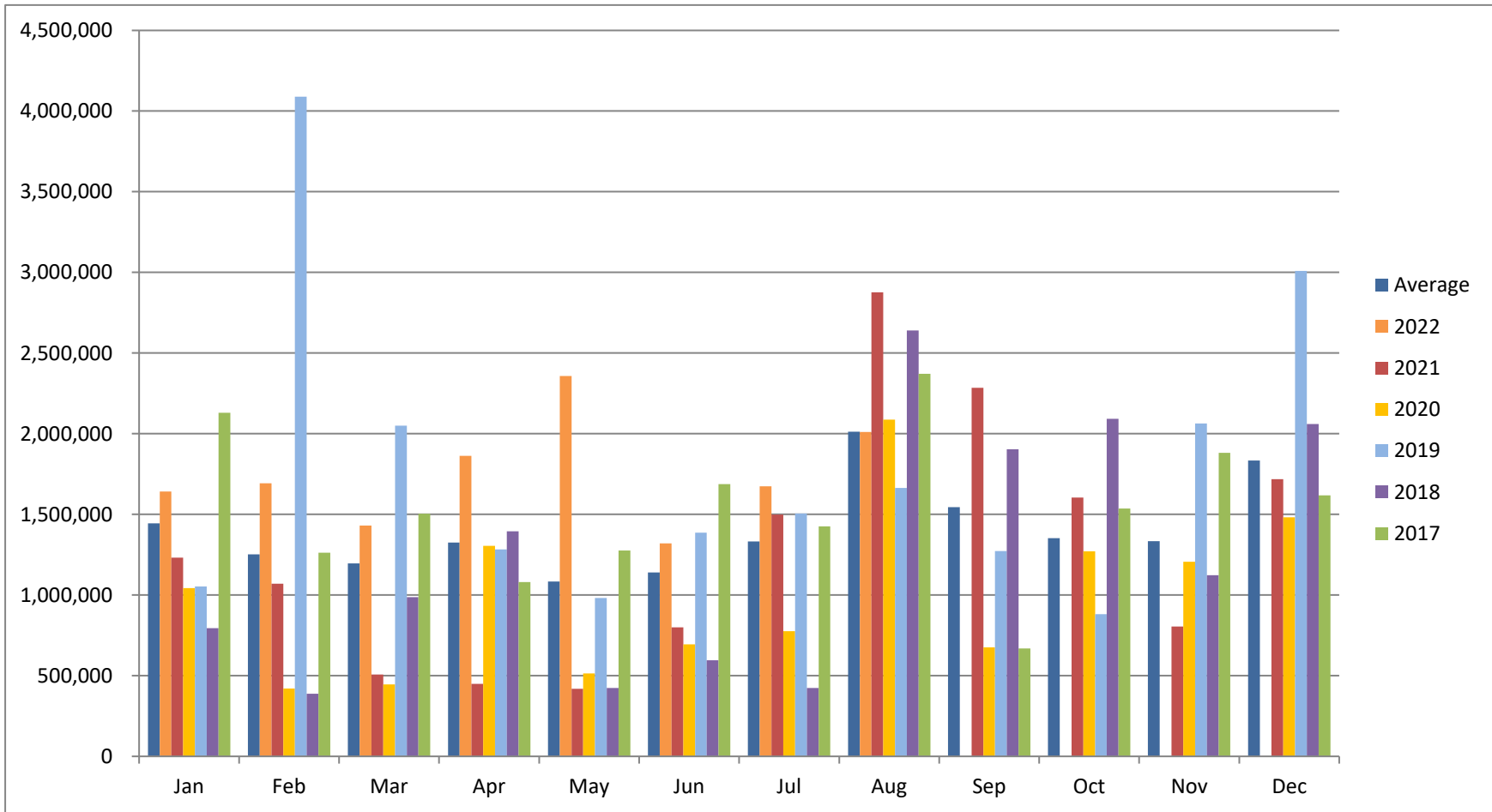
2023 Budget

2023 Budget pages have been formatted and are currently being completed by the departments. The department budget requests will be submitted to Finance by October 14, followed by department meetings with the General Manager scheduled for Thursday, October 27. A 2023 Proposed Budget will be reviewed at the finance committee meeting scheduled for Thursday, November 10.

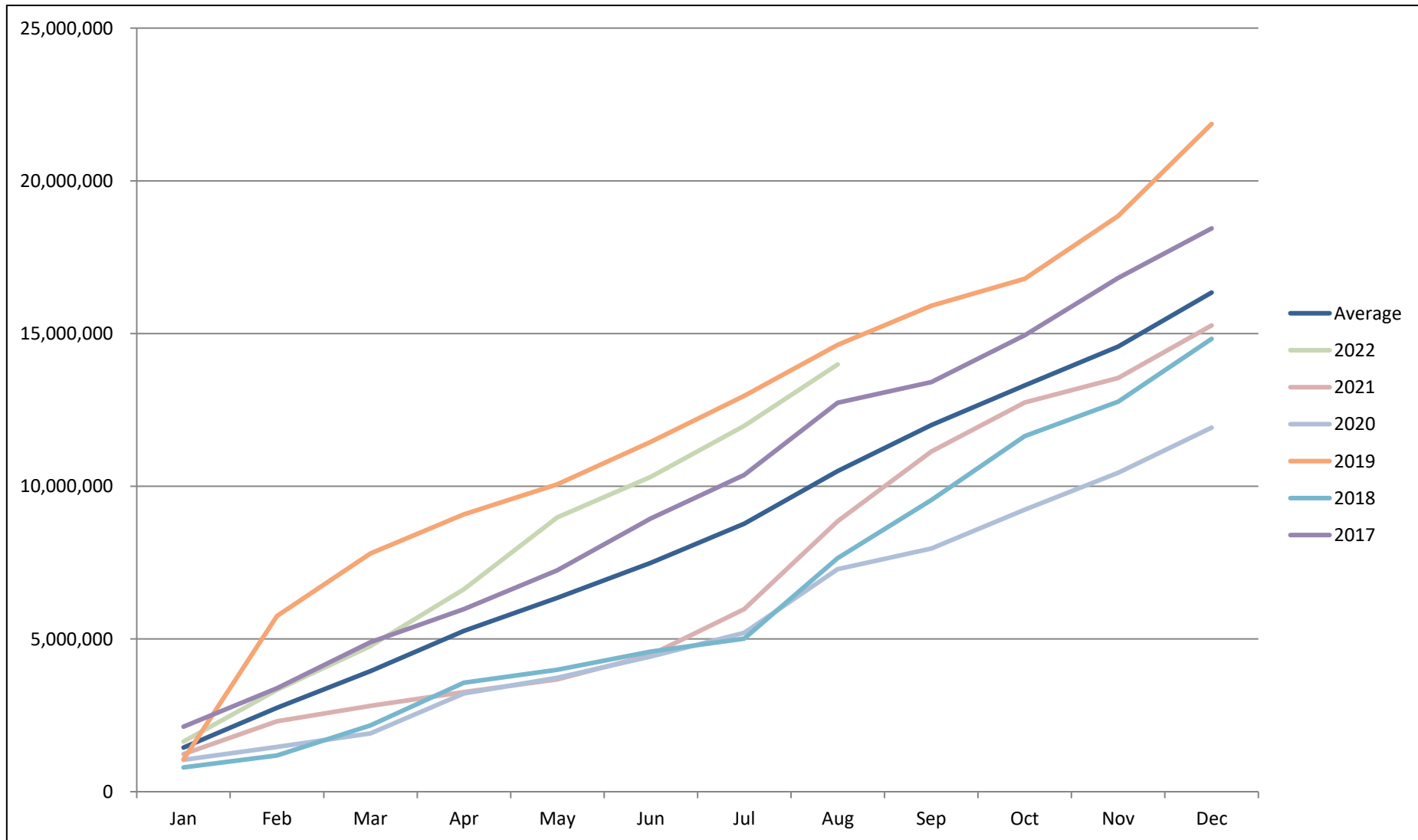
South Feather Water and Power Agency
Capital Asset Removals
September 27, 2022 Board Meeting

| Asset Description | FA_ID | Date | | Life Used | Original |
|---|------------|------------|------|------------|---------------|
| | | Purchased | Life | 12/31/2021 | Cost |
| HON LETTER FILE CABINET (DIST OFFICE BASEMENT) | Wtr-F640 | 2/10/1988 | 5 | 33.43 | \$ 142.57 |
| IBICO BINDING MACHINE | Wtr-F679 | 3/25/1993 | 5 | 28.37 | 398.50 |
| OVATION COLOR DATA DISPLAY (BOARD RM JOB 93-19) | Wtr-F685B | 2/28/1994 | 15 | 27.45 | 6,797.51 |
| CANNON COPIER (MOVED TO MRTP IN JUNE 2000) | Wtr-F847B | 4/29/1995 | 5 | 26.31 | 5,171.74 |
| GATEWAY PENTIUM G6-200 COMPUTER SYSTEM | Wtr-F870 | 4/2/1997 | 5 | 24.41 | 7,414.13 |
| MON 21" MONITOR G810 (DITCHTENDER'S SYSTEM) | Wtr-F875A | 3/3/1998 | 5 | 23.50 | 1,118.70 |
| SITESELLER LCD PROJECTO, PRESENTATION SYSTEM (BOARD RM) | Wtr-F883 | 5/13/1998 | 5 | 23.31 | 6,513.73 |
| DATA COLLECTORS AND SYSTEM (TRAINING INCLUDED IN COST) | Wtr-DO1005 | 6/30/2001 | 5 | 20.22 | 13,447.60 |
| MAP GUIDE SERVER BASE | Wtr-WH1008 | 10/17/2001 | 5 | 19.93 | 7,062.00 |
| PC SYSTEM - WAREHOUSE | Wtr-DS2002 | 2/23/2002 | 3 | 19.58 | 1,880.04 |
| SERVER UPGRADE (BUDGET #28) | Wtr-DO2000 | 4/30/2002 | 5 | 19.40 | 17,663.97 |
| COMPUTER SERVER UPGRADES (DIST OFFICE, BUDGET #13) | Wtr-DO2014 | 3/23/2004 | 5 | 17.53 | 6,363.83 |
| COMPUTER SERVER UPGRADES (DIST OFFICE, BUDGET #10) | Wtr-DO2015 | 3/23/2004 | 5 | 17.53 | 5,611.90 |
| PRIMARY SERVER REPLACEMENT (BUDGET #18) | Wtr-DO2017 | 5/18/2005 | 4 | 16.39 | 7,589.31 |
| ITRON HAND HELD MTR READER | Wtr-MTRRDA | 1/31/2006 | 5 | 15.70 | 5,702.12 |
| ITRON HAND HELD MTR READER | WTR-MTRRD2 | 1/31/2006 | 5 | 15.70 | 5,702.12 |
| ITRON HAND HELD MTR READER | WTR-MTRTEC | 1/31/2006 | 5 | 15.70 | 5,702.14 |
| Xeon Server, 4GB, 2x146GB SAS HDD MS Se (Purchased fr. Vista Net, Inc.) | WTR-DO2018 | 10/31/2009 | 5 | 12.00 | 13,513.96 |
| 2U RACK MOUNT; DUAL PROCESSORS...(SAN SYSTEM) | WTR-DO2019 | 6/30/2010 | 5 | 11.34 | 18,287.53 |
| Account 01-00-11182-2, General Fund Plant and Yard, Office Equipment | | | | | \$ 136,083.40 |

South Feather Water and Power Agency Power Sold By Month



South Feather Water and Power Agency
Cumulative Power Purchases
All Powerhouses



South Feather Water and Power Agency
 Joint Facilities Operating Fund Financial Report
 September 27, 2022 Board Meeting

| <u>ACCOUNT</u> | <u>DESCRIPTION</u> | <u>2019 ACTUAL</u> | <u>2020 ACTUAL</u> | <u>2021 ACTUAL</u> | <u>2022 BUDGET</u> | <u>2022 ESTIMATED</u> | <u>2022 ACTUAL Thru 8/31/2022</u> | <u>% of Budget</u> |
|-------------------------------|------------------------------------|------------------------|------------------------|------------------------|------------------------|---------------------------|---|------------------------|
| REVENUE: | | | | | | | | |
| 41150 | Sale of Electricity | 19,631,871 | 10,640,356 | 17,375,993 | 18,350,000 | 18,750,000 | 12,608,520 | 69% |
| 41502 | Water Sales | 0 | 0 | 5,600,000 | 0 | 37,500 | 0 | 0% |
| 42306 | Current Service Charges | 15,512 | 12,131 | 54,207 | 17,500 | 17,500 | 16,588 | 95% |
| 42331 | Concession Income | 0 | 0 | 0 | 0 | 0 | 0 | 0% |
| 49250 | Interest Income | 665,557 | 427,042 | (21,957) | 60,000 | 50,000 | 0 | 0% |
| 49321 | State of CA, DWR | 0 | 0 | 0 | 0 | 0 | 0 | 0% |
| 49405 | Insurance Reimbursement | 601,929 | 80,452 | 67,865 | 75,000 | 80,181 | 80,181 | 107% |
| 49521 | JFOF FEMA | 0 | 443,135 | 108,611 | 0 | 1,251 | 1,251 | 0% |
| 49522 | JFOF CalOES | 0 | 114,763 | 58,876 | 0 | 0 | 0 | 0% |
| 49929 | Miscellaneous Income | 9,306 | 0 | 2,700 | 3,000 | 1,000 | 1,000 | 33% |
| | Total Revenue | 20,924,175 | 11,717,879 | 23,246,295 | 18,505,500 | 18,937,432 | 12,707,540 | 69% |
| OPERATING EXPENSES: | | | | | | | | |
| | JFOF Administration, 7-60 | 1,784,397 | 1,553,895 | 1,297,318 | 1,254,049 | 1,254,049 | 784,651 | 63% |
| | JFOF Environ Health & Safety, 7-62 | 249,927 | 301,601 | 318,482 | 361,805 | 391,805 | 164,855 | 46% |
| | JFOF Power Plant Operations, 7-63 | 2,598,221 | 3,064,477 | 2,336,258 | 3,253,205 | 3,253,205 | 1,739,742 | 53% |
| | JFOF Water Collection, 7-64 | 1,407,771 | 1,360,772 | 1,094,383 | 1,213,804 | 1,213,804 | 891,640 | 73% |
| | JFOF Campgrounds, 7-65 | 63,417 | 68,420 | 9,252 | 114,381 | 114,381 | 36,233 | 32% |
| | JFOF Plant & Shop, 7-66 | 631,973 | 610,160 | 803,366 | 819,779 | 839,029 | 471,027 | 57% |
| | JFOF Regulatory Compliance, 7-67 | 366,331 | 301,879 | 274,360 | 991,085 | 991,085 | 335,440 | 34% |
| | JFOF Communications & IT, 7-68 | 203,186 | 196,466 | 387,077 | 557,992 | 557,992 | 191,471 | 34% |
| | TOTAL OPERATING EXPENSES | 7,305,223 | 7,457,670 | 6,520,496 | 8,566,100 | 8,615,350 | 4,615,059 | 54% |
| | SUB-TOTAL, REVENUES OVER OPER EXP | 13,618,952 | 4,260,209 | 16,725,799 | 9,939,400 | 10,322,082 | 8,092,481 | |
| Other Non-Operating Expenses: | | | | | | | | |
| | North Yuba Water District | (709,000) | (709,000) | (709,000) | (709,000) | (709,000) | (354,500) | 50% |
| | 2019 Install Purch Agmt Principal | (773,548) | (1,476,613) | (1,547,584) | 0 | (4,304,278) | (4,304,278) | 0% |
| | Interest Expense | (399,896) | (308,393) | (254,956) | (99,804) | (99,804) | (99,804) | 100% |
| | Pension Expense | (434,687) | 0 | 0 | (1,617,500) | (1,617,500) | 0 | 0% |

South Feather Water and Power Agency
 Joint Facilities Operating Fund Financial Report
 September 27, 2022 Board Meeting

| <u>ACCOUNT</u> | <u>DESCRIPTION</u> | <u>2019 ACTUAL</u> | <u>2020 ACTUAL</u> | <u>2021 ACTUAL</u> | <u>2022 BUDGET</u> | <u>2022 ESTIMATED</u> | <u>2022 ACTUAL Thru 8/31/2022</u> | <u>% of Budget</u> |
|----------------|---|------------------------|------------------------|------------------------|------------------------|---------------------------|---|------------------------|
| | Captial Outlay | | | | | | | |
| 2010-0828 | LCD Crest Modification | | | 51,245 | 50,000 | 50,000 | 16,307 | 33% |
| 2018-0944 | JFOF PP-KPH TSV 2019 | | | 2,130 | 10,000 | 2,130 | 0 | 0% |
| 2019-0960 | KPH Septic System Repair / Replacement | | | 0 | 10,000 | 10,000 | 0 | 0% |
| 2020-0970 | CO-CAISO meter installation | | | 54,924 | 7,500 | 4,000 | 3,643 | 49% |
| 2021-0971 | CO-SCADA upgrade | | | 167,109 | 7,500 | 1,000 | (261) | -3% |
| 2021-0972 | FPH New Sump Oil Skimmer (Abanaki model SM8C02-F) | | | 7,316 | | | | |
| 2021-0973 | Vehicle replacement-F350 utility worker truck w/utility bed, T-117 | | | 53,728 | | | | |
| 2021-0974 | WC-South Fork Div Dam Safety Buoys and Log Booms | | | 8,949 | | | | 0% |
| 2021-0975 | CO-SCADA master install | | | 30,249 | 10,000 | 10,000 | 0 | 0% |
| 2021-0976 | PP-FPH Guide Bearing Oil Coolers | | | 65,986 | | | | 0% |
| 2021-0977 | JS-Truck Replacement for Comm Tech, replace T-101, 2004 Ford Expedition | | | 38,855 | | | | 0% |
| 2021-0978 | WC-STA 8 Bridge Deck Replacement | | | 8,538 | | | | 0% |
| 2021-0979 | CO-Backup generator, pad and appurtenances | | | 31,256 | | | | 0% |
| 2021-0980 | PP-Forbestown Div Dam SF-17 Access. Repl Stairs, Bridge, Trail | | | 8,336 | | | | 0% |
| 2021-0981 | CO-Generator Building at Sunset Hill Main Comm Site | | | 12,302 | | | | 0% |
| 2021-0982 | JS-Concrete aprons and approach, welding shop and hazmat | | | 7,184 | 10,000 | 10,000 | 1,859 | 19% |
| 2021-0983 | JS-Truck Replacement for Roving Operator, replace 2005 Chevy | | | 0 | 0 | 0 | 0 | 0% |
| 2022-0984 | WC-1 ton diesel truck, standard cab, single rear wheel | | | | 81,000 | 81,006 | 80,006 | 99% |
| 2022-0985 | Boom Truck with basket | | | | 230,000 | 230,000 | 227,436 | 99% |
| 2022-0986 | SCADA Historian server | | | | 18,000 | 18,000 | 12,935 | 72% |
| 2022-0987 | DAC 2 Rack Server for Scada System | | | | 50,000 | 50,000 | 24,458 | 49% |
| 2022-0988 | Shop Press | | | | 7,500 | 7,500 | 7,240 | 97% |
| 2022-0989 | Welding Shop Cabinets | | | | 35,000 | 35,003 | 35,003 | 100% |
| 2022-0990 | Dump truck- 2014 Peterbilt | | | | 150,000 | 140,000 | 134,368 | 90% |
| 2022-0991 | FPH TSV Seal Kit | | | | 55,000 | 55,000 | 0 | 0% |
| 2022-0992 | Storage System (SAN) replacement | | | | 30,000 | 30,000 | 23,289 | 78% |
| 2022-0993 | (3) Data Loggers: Black Rock and Kenzie Ravine. HS22+ with GOES Transmitter | | | | 27,000 | 27,000 | 9,898 | 37% |
| 2022-0994 | Security Cameras for Front Gates and Transformers, WPH, FPH, KPH | | | | 22,500 | 22,500 | 7,706 | 34% |
| 2022-0995 | Mini Excavator | | | | 85,000 | 85,000 | 0 | 0% |
| 2022-0996 | Bobcat Skid Steer with Power Broom Attachment | | | | 50,000 | 50,000 | 0 | 0% |
| 2022-0997 | Pewag Loader and Grader Snow Chains (3 Sets) | | | | 22,000 | 22,000 | 18,186 | 83% |
| 2022-0998 | GPS Equipment | | | | 11,000 | 11,000 | 0 | 0% |
| 2022-0999 | Truck Replace for Roving Operator, replace 2007 Chevy, T-112 - Broken Frame | | | | 45,000 | 45,000 | 0 | 0% |
| 2022-0601 | Phone system upgrade, 2022 | | | | 14,000 | 14,000 | 0 | 0% |

South Feather Water and Power Agency
 Joint Facilities Operating Fund Financial Report
 September 27, 2022 Board Meeting

| <u>ACCOUNT</u> | <u>DESCRIPTION</u> | <u>2019 ACTUAL</u> | <u>2020 ACTUAL</u> | <u>2021 ACTUAL</u> | <u>2022 BUDGET</u> | <u>2022 ESTIMATED</u> | <u>2022 ACTUAL Thru 8/31/2022</u> | <u>% of Budget</u> |
|------------------------|--|------------------------|------------------------|------------------------|------------------------|---------------------------|---|------------------------|
| Capital Outlay (con't) | | | | | | | | |
| 2021-63p / Capital | PP-HART Communicator | | | | 7,500 | 7,500 | 0 | 0% |
| 2022-63a / Capital | FPH Cooling Water Strainer System, engineering and design proposed | | | | 25,000 | 25,000 | 0 | 0% |
| 2022-63b / Capital | FPH Repaint Generator Housing, Circuit Breaker, and Transformer | | | | 150,000 | 150,000 | 0 | 0% |
| 2022-63c / Capital | WPH Repaint Generator Housing and TWD System | | | | 130,000 | 130,000 | 0 | 0% |
| 2022-63f / Capital | FPH Tailrace Underwater Concrete Repair | | | | 50,000 | 50,000 | 0 | 0% |
| 2022-63g / Capital | FPH Penstock Recoat 60 Feet | | | | 45,000 | 45,000 | 0 | 0% |
| 2022-63j / Capital | FPH Oil Level Device Upgrade | | | | 18,000 | 18,000 | 0 | 0% |
| 2022-63k / Capital | WPH Oil Level Device Upgrade | | | | 18,000 | 18,000 | 0 | 0% |
| 2022-63l / Capital | KPH Sump Pump and motor | | | | 14,000 | 14,000 | 0 | 0% |
| 2022-63r / Capital | FPH Gen and Exciter House Ozone Scrubber | | | | 7,500 | 7,500 | 0 | 0% |
| 2022-63s / Capital | HART Field Instrument Communicator | | | | 7,100 | 7,100 | 0 | 0% |
| 2022-64b / Capital | SPH PSV & penstock recoating, engineering only | | | | 12,000 | 12,000 | 0 | 0% |
| 2022-64c / Capital | MRC repair, panel 210, 50' | | | | 160,000 | 160,000 | 0 | 0% |
| 2022-64d / Capital | MRC Bin Wall Materials | | | | 100,000 | 100,000 | 0 | 0% |
| 2022-64e / Capital | LGV Res Penstock Drain Valve Replacement | | | | 60,000 | 60,000 | 0 | 0% |
| 2022-64g / Capital | LGV Res Fish Flow Valve Replacement | | | | 20,000 | 20,000 | 0 | 0% |
| 2022-64j / Capital | Replace SF10 Walkway, SCDD | | | | 15,000 | 15,000 | 0 | 0% |
| 2022-64k / Capital | Bangor Canal at SF 25 Shotcrete | | | | 10,000 | 10,000 | 0 | 0% |
| 2022-64m / Capital | RTU Water Logger HS522+ GOES Xmitter Forbestown Ditch | | | | 7,500 | 7,500 | 0 | 0% |
| 2022-66f / Capital | F150 Extra Cab with camper shell- replace T97- elect tech truck | | | | 55,000 | 55,000 | 0 | 0% |
| 2022-66g / Capital | PDHQ 41KW Propane Generator with 200 amp XFER Switch | | | | 50,000 | 50,000 | 0 | 0% |
| 2022-66j / Capital | F150 Crew Cab- carpool vehicle | | | | 45,000 | 45,000 | 0 | 0% |
| 2022-66o / Capital | Welding Shop 3-Ph Propane Generator | | | | 35,000 | 35,000 | 0 | 0% |
| 2022-67b / Capital | Sly Spillway Rockfall Mitigation (Ext) | | | | 120,000 | 120,000 | 0 | 0% |
| 2022-67g / Capital | Excavate sedimentation at SCDD weir | | | | 15,000 | 15,000 | 0 | 0% |
| 2022-68c / Capital | CAISO meter installations, 4 powerhouses - Outside Services | | | | 35,000 | 35,000 | 0 | 0% |
| 2022-68e / Capital | WPH PSV Valve Trip System | | | | 30,000 | 30,000 | 0 | 0% |
| 2022-68j / Capital | (1) GE MX RTU Processor - Spare | | | | 6,000 | 6,000 | 0 | 0% |
| 2021-68it1 / Capital | Replacement Server | | | | 13,000 | 13,000 | 0 | 0% |
| | Total Capital Outlay | (3,573,487) | (2,157,078) | (548,107) | (2,298,600) | (2,270,739) | (602,073) | 26% |

South Feather Water and Power Agency
 Joint Facilities Operating Fund Financial Report
 September 27, 2022 Board Meeting

| <u>ACCOUNT</u> | <u>DESCRIPTION</u> | <u>2019 ACTUAL</u> | <u>2020 ACTUAL</u> | <u>2021 ACTUAL</u> | <u>2022 BUDGET</u> | <u>2022 ESTIMATED</u> | <u>2022 ACTUAL Thru 8/31/2022</u> | <u>% of Budget</u> |
|--|------------------------------|------------------------|------------------------|------------------------|------------------------|---------------------------|---|------------------------|
| Transfers In: | | | | | | | | |
| | Power Division Legacy Fund | 1,096,094 | 0 | 0 | 0 | 0 | 0 | 0% |
| | Retiree Benefit Trust | 0 | 1,617,546 | 0 | 0 | 0 | 0 | 0% |
| Transfers Out: | | | | | | | | |
| | General Fund-Minimum Payment | (709,000) | (709,000) | (709,000) | (709,000) | (709,000) | (354,500) | 50% |
| | General Fund-Overhead | (621,688) | (480,058) | (613,367) | (500,000) | (367,675) | (367,675) | 74% |
| | Retiree Benefit Trust | (201,179) | 0 | 0 | 0 | 0 | 0 | 0% |
| Net Non-operating, Capital Outlay and Transfers | | (7,422,485) | (4,222,596) | (4,382,014) | (5,933,904) | (10,077,996) | (6,082,830) | |
| NET REVENUE OVER EXPENSES | | 6,196,467 | 37,613 | 12,343,785 | 4,005,496 | 244,086 | 2,009,652 | |
| Beginning Balance | | | | | 36,838,728 | 36,838,728 | 36,838,728 | |
| NYWD-Additional Payment | | | | | (2,000,000) | (3,269,900) | (3,269,900) | |
| General Fund-Additional Payment | | | | | (2,000,000) | (3,269,900) | (3,269,900) | |
| Reserve for PG&E Standby | | | | | 0 | 0 | 0 | |
| Ending Balance | | | | | 36,844,224 | 30,543,014 | 32,308,580 | |

NOTES: (1) Per NYWD agreement, 15% working capital reserve of \$1,416,570, and \$18,783,662 contingency reserve is required, total of \$20,200,232.
 (2) Ending 12/31/20 balance includes designated reserves of \$1,617,546 for retiree benefits.

South Feather Water and Power Agency
 General Fund Financial Report
 September 27, 2022 Board Meeting

| <u>ACCOUNT</u> | <u>DESCRIPTION</u> | <u>2019 ACTUAL</u> | <u>2020 ACTUAL</u> | <u>2021 ACTUAL</u> | <u>2022 BUDGET</u> | <u>2022 ESTIMATED</u> | <u>2022 ACTUAL Thru 8/31/22</u> | <u>% of BUDGET</u> |
|------------------|--|------------------------|------------------------|------------------------|------------------------|---------------------------|---|------------------------|
| REVENUE: | | | | | | | | |
| Water Sales Rev | | | | | | | | |
| 41100 | Domestic Water | 2,138,729 | 2,674,305 | 2,607,133 | 2,500,000 | 2,500,000 | 1,527,780 | 61% |
| 41400 | Irrigation Water | 218,507 | 263,727 | 282,060 | 300,000 | 300,000 | 184,905 | 62% |
| 41420 | Water Sales, NYWD to Yuba City | 190,388 | 195,300 | 199,215 | 200,000 | 200,000 | 0 | 0% |
| | Sub-Total Water Sales Rev | 2,547,624 | 3,133,332 | 3,088,408 | 3,000,000 | 3,000,000 | 1,712,685 | 57% |
| Power Revenue | | | | | | | | |
| 41305 | Sly Cr Pwr Generation | 2,128,918 | 1,297,452 | 1,816,122 | 1,850,000 | 1,850,000 | 1,381,545 | 75% |
| 41306 | Surplus Wtr | 87,360 | 25,164 | 156,026 | 50,000 | 50,000 | 0 | 0% |
| | Sub-Total Power Rev | 2,216,278 | 1,322,616 | 1,972,148 | 1,900,000 | 1,900,000 | 1,381,545 | 73% |
| Water Serv Chgs | | | | | | | | |
| 42301 | Sundry Billing (Job Orders) | 173,718 | 57,108 | 265,038 | 75,000 | 162,500 | 160,134 | 214% |
| 42321 | Annexation Fees | 0 | 0 | 26,239 | 0 | 38,000 | 37,761 | 100% |
| 42341 | System Capacity Charges | NA | 69,801 | 61,082 | 50,000 | 135,500 | 135,230 | 270% |
| | Other Water Serv Charges (Current & Misc.) | 132,685 | 29,249 | 54,799 | 50,000 | 50,000 | 22,808 | 46% |
| | Sub-Total Water Serv Chgs | 306,403 | 156,158 | 407,158 | 175,000 | 386,000 | 355,933 | 203% |
| Non-Oper Revenue | | | | | | | | |
| 49250 | Interest Earnings | 85,264 | 108,903 | 1,070 | 1,000 | 1,000 | 140,198 | 14020% |
| 49311 | Property Taxes | 663,748 | 681,269 | 718,188 | 710,000 | 710,000 | 339,787 | 48% |
| 49405 | ACWA/JPIA RPA | 82,631 | 103,294 | 40,381 | 50,000 | 45,377 | 45,377 | 91% |
| 49625 | Back Flow Installation | 14,021 | 9,400 | 5,385 | 10,000 | 5,000 | 4,110 | 41% |
| 49630 | Back Flow Inspection | 123,738 | 127,236 | 130,550 | 140,000 | 135,000 | 90,611 | 65% |
| | Cal-Fire grant for wood chipper | 0 | 0 | 0 | 32,716 | 32,716 | 0 | 0% |
| | Fed/State/County Palermo clean water | 0 | 0 | 0 | 539,000 | 539,000 | 0 | 0% |
| | Other Non-Oper Rev (Misc.) | 4,413 | 31,455 | 2,672 | 2,500 | 2,500 | 66 | 3% |
| | Sub-Total Non-Oper Rev | 973,815 | 1,061,557 | 898,246 | 1,485,216 | 1,470,593 | 620,148 | 42% |
| | TOTAL GENERAL FUND REVENUE | 6,044,120 | 5,673,663 | 6,365,960 | 6,560,216 | 6,756,593 | 4,070,310 | 62% |

South Feather Water and Power Agency
General Fund Financial Report
September 27, 2022 Board Meeting

| <u>ACCOUNT</u> | <u>DESCRIPTION</u> | <u>2019 ACTUAL</u> | <u>2020 ACTUAL</u> | <u>2021 ACTUAL</u> | <u>2022 BUDGET</u> | <u>2022 ESTIMATED</u> | <u>2022 ACTUAL Thru 8/31/22</u> | <u>% of BUDGET</u> |
|-------------------------------------|---|------------------------|------------------------|------------------------|------------------------|---------------------------|---|------------------------|
| OPERATING EXPENSES: | | | | | | | | |
| General Admin, 1-50 | | 1,182,674 | 977,703 | 1,658,116 | 1,027,411 | 1,027,411 | 508,830 | 50% |
| Water Source, 1-51 | | 17,468 | 16,117 | 14,888 | 15,000 | 17,500 | 16,536 | 110% |
| Environmental Health & Safety, 1-52 | | 213,741 | 239,863 | 231,412 | 259,075 | 259,075 | 93,188 | 36% |
| Water Treatment, 1-53 | | 1,662,849 | 1,923,429 | 1,779,710 | 2,295,263 | 2,295,263 | 1,307,458 | 57% |
| Transmission & Distribution, 1-54 | | 2,277,469 | 2,528,134 | 2,106,846 | 2,922,561 | 2,922,561 | 1,401,868 | 48% |
| Customer Accounts, 1-55 | | 869,709 | 990,535 | 960,561 | 1,461,631 | 1,461,631 | 750,860 | 51% |
| General Plant & Shop, 1-56 | | 682,711 | 698,537 | 552,787 | 751,371 | 781,371 | 461,210 | 61% |
| Sundry, 1-57 | | 67,263 | 49,859 | 104,853 | 46,000 | 90,000 | 64,976 | 141% |
| Information Systems, 1-58 | | 420,975 | 499,957 | 381,048 | 552,153 | 552,153 | 204,840 | 37% |
| Sly Creek Power Plant, 1-61 | | 498,384 | 438,309 | 393,843 | 447,577 | 452,077 | 256,471 | 57% |
| TOTAL OPERATING EXPENSES | | 7,893,243 | 8,362,443 | 8,184,064 | 9,778,042 | 9,859,042 | 5,066,237 | 52% |
| SUB-TOTAL, REVENUES OVER OPER EXP | | (1,849,123) | (2,688,780) | (1,818,104) | (3,217,826) | (3,102,449) | (995,927) | 31% |
| Other Non-Operating Expenses | | | | | | | | |
| | Supplies & Servces | 1,100 | 3,600 | 3,400 | 3,250 | 3,400 | 0 | 0% |
| | Interest | 844,634 | 826,793 | 808,521 | 793,950 | 812,839 | 404,112 | 51% |
| | Principal | 580,000 | 600,000 | 615,000 | 635,000 | 635,000 | 635,000 | 100% |
| | Pension Expense | 349,513 | 0 | 0 | 1,977,000 | 1,977,000 | 0 | 0% |
| CAPITAL OUTLAY: | | | | | | | | |
| 2019-0192 | TD-Distribution System Remote Monitoring | | | 9,551 | 10,000 | 10,000 | 5,438 | 54% |
| 2020-0198 | Community Line, Foothill Blvd./Oro Bangor Hwy to Grange | | | 68,058 | | | | |
| 2020-0200 | Oro-Bangor Hwy/BTP to Avacado | | | 48,097 | 500 | 500 | 394 | 79% |
| 2020-0970 | SPH-CAISO meter installation | | | 26,094 | 2,500 | 2,500 | 1,214 | 49% |
| 2021-0204 | MRTP #2 raw water pump replacement | | | 64,907 | | | | |
| 2021-0205 | Hwy 162 / Arbol | | | 129,559 | | | | |
| 2021-0206 | IT-MRTP SAN replacement | | | 23,185 | | | | |
| 2021-0207 | CA-Meter reader communications | | | 1,750 | 0 | 4,560 | 4,557 | 100% |
| 2021-0208 | Replace 1998 Bobcat mini excavator, E-123 | | | 0 | 70,000 | 70,000 | 68,635 | 98% |
| 2021-0209 | IT-Fiber optic and switches replacement | | | 0 | 18,500 | 18,500 | 10,296 | 56% |
| 2021-0210 | Replace 2009 Ford F-350, T-82 | | | 0 | 60,000 | 60,000 | 0 | 0% |
| 2021-0971 | SPH-SCADA upgrade | | | 55,638 | 2,500 | 2,500 | 0 | 0% |

South Feather Water and Power Agency
 General Fund Financial Report
 September 27, 2022 Board Meeting

| <u>ACCOUNT</u> | <u>DESCRIPTION</u> | <u>2019 ACTUAL</u> | <u>2020 ACTUAL</u> | <u>2021 ACTUAL</u> | <u>2022 BUDGET</u> | <u>2022 ESTIMATED</u> | <u>2022 ACTUAL Thru 8/31/22</u> | <u>% of BUDGET</u> |
|------------------------|--|------------------------|------------------------|------------------------|------------------------|---------------------------|---|------------------------|
| CAPITAL OUTLAY (Con't) | | | | | | | | |
| 2022-0212 | Vacuum, portable, towable | | | | 30,000 | 30,000 | 29,706 | 99% |
| 2022-0213 | Shotcrete Pinecrest (pipe) | | | | 60,000 | 60,000 | 22,304 | 37% |
| 2022-0214 | Streaming Current Analyzer with Organics module | | | | 22,000 | 22,000 | 21,742 | 99% |
| 2022-0215 | Ditchtender vehicle, 2021 Ford Ranger, T-318 | | | | 43,000 | 43,000 | 42,785 | 99% |
| 2022-0216 | SPH station air compressor | | | | 10,500 | 11,000 | 10,997 | 105% |
| 2022-0217 | Meter Service Technician vehicle, 2022 Ford F250 | | | | 70,000 | 70,000 | 69,682 | 100% |
| 2022-0218 | Storage System (SAN) replacement | | | | 30,000 | 33,000 | 32,743 | 109% |
| 2022-0219 | Palermo clean water 2022 | | | | 539,000 | 539,000 | 30,802 | 6% |
| 2022-0220 | M RTP security cameras upgrade | | | | 15,000 | 15,000 | 7,896 | 53% |
| 2022-0221 | SPH security cameras for front gate and transformer | | | | 7,500 | 7,500 | 2,624 | 35% |
| 2022-0222 | Trailer for Bobcat (see 2021-0208) | | | | 30,000 | 30,000 | 28,305 | 94% |
| 2022-0223 | GPS Equipment | | | | 10,000 | 8,200 | 0 | 0% |
| 2022-0224 | Wood chipper | | | | 52,716 | 40,000 | 37,538 | 71% |
| 2022-0225 | Phone system upgrade, 2022 | | | | 18,500 | 18,500 | 0 | 0% |
| 2022-0226 | M RTP raw water pump 3 replacement | | | | 40,000 | 40,000 | 0 | 0% |
| 2022-53b / Capital | M RTP metal storage building | | | | 40,000 | 40,000 | 0 | 0% |
| 2022-53c / Capital | Portable, towable generator for BTP/Shop | | | | 25,000 | 25,000 | 0 | 0% |
| 2022-53f / Capital | Replacement truck for T177 | | | | 35,000 | 35,000 | 0 | 0% |
| 2022-53k / Capital | Solar field inverter replacement | | | | 0 | 0 | 0 | 0% |
| 2022-53l / Capital | Filter NTU meters replacement, 4 | | | | 20,000 | 20,000 | 0 | 0% |
| 2022-54k / Capital | Miller Hill Gauging Station | | | | 12,000 | 12,000 | 0 | 0% |
| 2022-54l / Capital | Oro Pond Service Lines and Meters replacement | | | | 22,000 | 22,000 | 0 | 0% |
| 2022-54o / Capital | Coventry Interloop | | | | 50,000 | 50,000 | 0 | 0% |
| 2022-54p / Capital | South Villa Raw Water Pipe Replacement | | | | 75,000 | 75,000 | 0 | 0% |
| 2022-54q / Capital | Oakvale Palermo Canal 900' Shotcrete | | | | 37,000 | 37,000 | 0 | 0% |
| 2022-54r / Capital | Oro Bangor - Malengo Domestic Pipe Replacement 600' | | | | 36,000 | 36,000 | 0 | 0% |
| 2022-54s / Capital | Culvert Replacement Ridgeway | | | | 20,000 | 20,000 | 0 | 0% |
| 2022-54t / Capital | North Ditch Lincoln to Messina irrigation - Engineering Study for design | | | | 18,000 | 18,000 | 0 | 0% |
| 2022-54u / Capital | Meter tester, 2 | | | | 9,600 | 9,600 | 0 | 0% |
| 2022-56c / Capital | Bulk filling water station | | | | 0 | 0 | 0 | 0% |
| 2022-56d / Capital | Replace 1990 Ford F700 diesel/flatbed dump, T-132 | | | | 100,000 | 100,000 | 0 | 0% |

South Feather Water and Power Agency
General Fund Financial Report
September 27, 2022 Board Meeting

| <u>ACCOUNT</u> | <u>DESCRIPTION</u> | <u>2019 ACTUAL</u> | <u>2020 ACTUAL</u> | <u>2021 ACTUAL</u> | <u>2022 BUDGET</u> | <u>2022 ESTIMATED</u> | <u>2022 ACTUAL Thru 8/31/22</u> | <u>% of BUDGET</u> |
|------------------------|--|------------------------|------------------------|------------------------|------------------------|---------------------------|---|------------------------|
| CAPITAL OUTLAY (Con't) | | | | | | | | |
| 2022-56e / Capital | Replace 2012 Ford F150 4x4, T-304 | | | | 45,000 | 45,000 | 0 | 0% |
| 2022-56f / Capital | Replace 10 yd dump truck, 1983, T-59 | | | | 0 | 0 | 0 | 0% |
| 2022-61c / Capital | SPH PSV Roof Replacement and Rockfall Protection | | | | 75,000 | 75,000 | 0 | 0% |
| 2022-61d / Capital | SPH Bearing Cooling Water Flow Device Upgrade | | | | 20,000 | 20,000 | 0 | 0% |
| 2022-61e / Capital | SPH oil flow device upgrade | | | | 20,000 | 20,000 | 0 | 0% |
| 2022-61h / Capital | SPH Bitronics line-side metering xducer | | | | 8,000 | 8,000 | 0 | 0% |
| | Total Capital Outlay | 239,171 | 307,591 | 426,839 | 1,809,816 | 1,803,360 | 427,658 | 24% |
| Transfers: | | | | | | | | |
| | SFPP Jt Facil Oper Fd-Minimum Payment | 709,000 | 709,000 | 709,000 | 709,000 | 709,000 | 354,500 | 50% |
| | SFPP Jt Facil Oper Fd-Additional Payment | 0 | 0 | 0 | 5,374,000 | 3,269,900 | 3,269,900 | 61% |
| | SFPP Jt Facil Oper Fd-Overhead | 621,688 | 480,058 | 613,367 | 675,000 | 367,675 | 367,675 | 54% |
| | System Capacity Fund | 0 | 194,946 | 0 | 0 | 0 | 0 | 0% |
| | Retiree Benefit Trust Fund | (320,821) | 1,977,001 | 0 | 0 | 0 | 0 | 0% |
| | Net Non-operating, Capital Outlay and Transfers | (1,004,551) | 1,623,021 | (531,393) | 1,538,984 | (885,024) | 2,525,305 | 164% |
| | NET REVENUE OVER EXPENSES | (2,853,674) | (1,065,759) | (2,349,497) | (1,678,842) | (3,987,473) | 1,529,378 | |
| | Beginning Balance | | | | 3,289,712 | 3,289,712 | 3,289,712 | |
| | Ending Balance | | | | 1,610,870 | (697,761) | 4,819,090 | |

NOTE: Ending 12/31/20 balance includes designated reserves of \$1,977,001 for retiree benefits.

South Feather Water & Power Agency
 Irrigation Water Accounting
 For The Period Of 1/1/2022 - 8/31/2022

| <u>ACCT CODE</u> | <u>DESCRIPTION</u> | <u>REVENUE</u> | <u>EXPENSES</u> |
|------------------|--------------------|-------------------|-------------------|
| 2022-0504 | Palermo Canal | \$ 68,523 | \$ 229,813 |
| 2022-0505 | Bangor Canal | \$ 86,426 | \$ 184,672 |
| 2022-0506 | Forbestown Canal | \$ 10,715 | \$ 157,465 |
| 2022-0507 | Community Line | \$ 19,241 | \$ 25,128 |
| | Totals | <u>\$ 184,905</u> | <u>\$ 597,077</u> |

SOUTH FEATHER WATER AND POWER AGENCY
SCHEDULE OF CASH AND INVESTMENTS
31-Aug-22

| | |
|---------------------------------------|------------|
| General Fund Cash and Savings Account | \$ 411,497 |
| LAIF | 24,973,646 |
| CalTrust | 1,372,991 |
| Five Star Bank | 1,113,256 |

| <u>Fixed Income portfolio</u> | <u>Rate</u> | <u>Purch Date</u> | <u>Purch Price</u> | <u>Face Value</u> | <u>Maturity</u> | <u>Mkt Value</u> | <u>Est Ann Income</u> |
|---------------------------------------|-------------|-------------------|--------------------|-------------------|-----------------|------------------|-----------------------|
| Cash | | | | | | 6,555 | \$ - |
| Wells Fargo Bank CD | 1.850% | 9/18/2019 | 245,000 | 245,000 | 9/19/2022 | 244,968 | 4,533 |
| Safra Natl Bank CD | 0.250% | 12/9/2021 | 245,000 | 245,000 | 12/8/2022 | 243,466 | 613 |
| Goldman Sachs CD | 1.850% | 12/12/2019 | 60,000 | 60,000 | 12/12/2022 | 59,879 | 1,110 |
| Morgan Stanley Private Bank CD | 1.850% | 12/19/2019 | 50,000 | 50,000 | 12/19/2022 | 49,888 | 925 |
| First Heritage Bank CD | 0.250% | 6/23/2020 | 140,000 | 140,000 | 12/19/2022 | 139,017 | 350 |
| Cache Valley Bank CD | 1.650% | 1/15/2020 | 203,000 | 203,000 | 1/17/2023 | 202,198 | 3,350 |
| Wells Fargo Natl Bank West CD | 1.900% | 1/17/2020 | 245,000 | 245,000 | 1/17/2023 | 244,263 | 4,655 |
| Sandy Spring Bank CD | 0.650% | 2/18/2022 | 245,000 | 245,000 | 2/17/2023 | 242,513 | 1,593 |
| People First Bank CD | 1.350% | 3/6/2020 | 134,000 | 134,000 | 3/6/2023 | 132,959 | 1,809 |
| American Express Natl Bank CD | 1.450% | 1/31/2020 | 245,000 | 245,000 | 3/31/2023 | 242,959 | 3,553 |
| JP Morgan Chase Bank CD | 1.500% | 4/19/2022 | 245,000 | 245,000 | 4/19/2023 | 242,815 | 3,675 |
| Bank of China CD | 2.100% | 6/15/2022 | 240,000 | 240,000 | 6/15/2023 | 238,272 | 5,040 |
| Bmo Harris Bk CD | 2.800% | 7/1/2022 | 245,000 | 245,000 | 7/14/2023 | 244,425 | 6,860 |
| Luana Savings Bank CD | 0.200% | 8/14/2020 | 245,000 | 245,000 | 8/14/2023 | 238,258 | 490 |
| John Marshall Bancorp CD | 0.400% | 12/31/2021 | 245,000 | 245,000 | 8/31/2023 | 238,370 | 980 |
| Synchrony Bank CD | 0.400% | 9/30/2021 | 245,000 | 245,000 | 9/29/2023 | 237,662 | 980 |
| Medallion Bank CD | 0.250% | 10/26/2020 | 135,000 | 135,000 | 10/27/2023 | 130,494 | 338 |
| New York Community Bank CD | 0.300% | 11/9/2020 | 245,000 | 245,000 | 11/9/2023 | 236,744 | 735 |
| Beal Bank CD | 0.600% | 12/20/2021 | 245,000 | 245,000 | 12/20/2023 | 236,775 | 1,470 |
| Federal Home Loan Bond | 0.190% | 12/29/2020 | 249,777 | 250,000 | 12/22/2023 | 238,500 | 475 |
| US Treasury Note | 0.881% | 1/18/2022 | 258,479 | 262,000 | 3/15/2024 | 249,463 | 2,308 |
| Bankunited Bank CD | 0.350% | 3/15/2021 | 245,000 | 245,008 | 3/19/2024 | 234,137 | 858 |
| Ally Bank CD | 1.700% | 3/25/2022 | 245,000 | 245,000 | 3/25/2024 | 239,100 | 4,165 |
| Comenity Capital Bank CD | 2.250% | 4/14/2022 | 245,000 | 245,000 | 4/15/2024 | 240,933 | 5,513 |
| Web Bank CD | 0.400% | 5/11/2021 | 245,000 | 245,000 | 5/17/2024 | 233,154 | 980 |
| UBS Bank CD | 0.350% | 6/23/2021 | 245,000 | 245,000 | 6/24/2024 | 232,081 | 858 |
| Texas Exchange Bank CD | 0.500% | 7/9/2021 | 105,000 | 105,000 | 7/9/2024 | 99,606 | 525 |
| First Technology Credit Union CD | 3.250% | 8/5/2022 | 245,000 | 245,000 | 8/5/2024 | 244,436 | 7,963 |
| Toyota Finl Svgs Bank CD | 0.550% | 8/5/2021 | 245,000 | 245,000 | 8/5/2024 | 232,123 | 1,348 |
| BMW Bank CD | 1.700% | 3/4/2022 | 245,000 | 245,000 | 9/4/2024 | 237,013 | 4,165 |
| State Bank of Dallas CD | 0.700% | 12/31/2021 | 245,000 | 245,000 | 10/1/2024 | 231,721 | 1,715 |
| Institution for Svg in Newburyport CD | 0.700% | 10/28/2021 | 245,000 | 245,000 | 10/28/2024 | 231,241 | 1,715 |
| Merrick Bank CD | 0.800% | 11/19/2021 | 245,000 | 245,000 | 11/19/2024 | 231,388 | 1,960 |
| Live Oak Banking CD | 0.850% | 12/29/2021 | 245,000 | 245,000 | 12/30/2024 | 230,959 | 2,083 |
| Federal Home Loan Bond | 1.250% | 1/28/2022 | 250,000 | 250,000 | 1/28/2025 | 235,585 | 3,125 |
| Federal Home Loan Bond | 1.550% | 2/18/2022 | 249,781 | 250,000 | 2/18/2025 | 236,933 | 3,875 |

SOUTH FEATHER WATER AND POWER AGENCY
 SCHEDULE OF CASH AND INVESTMENTS
 31-Aug-22

| | |
|---------------------------------------|------------|
| General Fund Cash and Savings Account | \$ 411,497 |
| LAIF | 24,973,646 |
| CalTrust | 1,372,991 |
| Five Star Bank | 1,113,256 |

| <u>Fixed Income portfolio</u> | <u>Rate</u> | <u>Purch Date</u> | <u>Purch Price</u> | <u>Face Value</u> | <u>Maturity</u> | <u>Mkt Value</u> | <u>Est Ann Income</u> |
|-------------------------------------|-------------|-------------------|--------------------|-------------------|-----------------|------------------|-----------------------|
| Capital One Natl Assn CD | 3.100% | 6/16/2022 | 246,000 | 246,000 | 6/16/2025 | 243,811 | 7,626 |
| Federal Home Loan Bond | 3.550% | 8/18/2022 | 245,000 | 245,000 | 7/25/2025 | 243,268 | 8,698 |
| Connexus Credit Union CD | 3.500% | 8/26/2022 | 245,000 | 245,000 | 8/26/2025 | 245,372 | 8,575 |
| Capital One Bank USA CD | 0.900% | 11/17/2021 | 245,000 | 245,000 | 11/17/2025 | 226,172 | 2,205 |
| Federal Home Loan Bond | 0.680% | 12/15/2021 | 243,905 | 250,000 | 2/24/2026 | 225,113 | 1,700 |
| State Bank of India CD | 1.000% | 6/10/2021 | 245,000 | 245,000 | 6/10/2026 | 224,006 | 2,450 |
| Total Fixed Income Portfolio | | | | | | 9,138,595 | \$ 117,938 |
| | | | | | | 1.29% | |
| TOTAL CASH & INVESTMENTS AT 8/31/22 | | | | | | \$ 37,009,985 | |

Unrealized Gains and Losses 01-00-49250-2 (346,127)

I certify that all investment actions have been made in full compliance with Policy #470- Investments, and that South Feather Water and Power Agency will meet its expenditure obligations for the next six months.

Submitted by: Steve Wong, Finance Division Manager 9/19/22

Investment Transactions August, 2022
 \$245,000 CD purchased 8/5/2022 from First Technology Credity Union, 3.250%, maturing 8/5/2024 with funds from Sallie Mae Bank CD matured 7/25/2022.
 \$245,000 FHLB purchased 8/18/2022, 3.550%, maturing 7/25/2025.
 \$245,000 CD purchased 8/26/2022 from Connexus Credit Union, 3.500%, maturing 8/26/2025 with funds from Bank Hapoalim CD matured 8/22/2022.



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors
FROM: Dan Leon, Power Division Manager
DATE: September 21, 2022
RE: General Information (regarding matters not scheduled on agenda)
September 27, 2022 Board of Directors Meeting

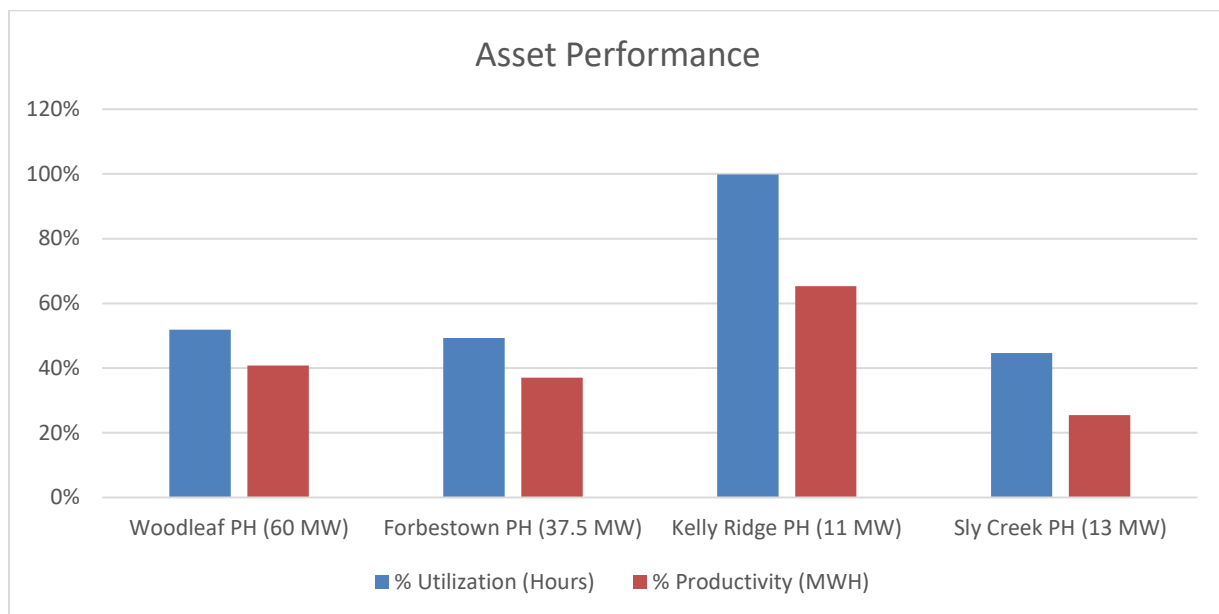
OPERATIONS

Power Division Summary, Reservoir Storage, and Precipitation Reports for August 2022 are attached.

South Fork tunnel average flow was 19 CFS. Slate Creek tunnel was closed for the month. Little Grass Valley and Sly Creek Reservoirs combined storage was 107 kAF at month's end.

DWR Bulletin 120 observed conditions and reports will resume in the 2023 water season.

Asset performance and availability for August 2022 summarized in the following tables:



| Asset Availability | | | | |
|--------------------|----------------|---------------------------------|---|---|
| a. Powerhouse | b. Capacity MW | c. Available for Generation Hrs | d. Generation Dispatched above 50% Output Hrs | e. Generation Dispatch Potential Output Hrs |
| Woodleaf | 60.0 | 744 | 316 | 428 |
| Forbestown | 37.5 | 744 | 293 | 451 |
| Kelly Ridge | 11.0 | 743 | 496 | 247 |
| Sly Creek | 13.0 | 744 | 211 | 533 |

MAINTENANCE

Powerhouses

- Woodleaf Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for February 6 thru 18, 2023. Diagnose cooling water flow device for turbine bearing.
- Forbestown Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for March 5 thru 18, 2023.
- Sly Creek Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for October 3 thru 14, 2022. Install replacement LED lighting in powerhouse.
- Kelly Ridge Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for November 1 thru 12, 2022. Repair powerhouse security fence.

Project Facilities and Assets

- Install new safety buoys at Little Grass Valley Reservoir
- Remove debris at South Fork Diversion Dam
- Perform quarterly penstock inspections
- Install instrumentation for MRC level monitoring
- Perform inspections along MRC, clean trash racks
- Perform maintenance on MRC siphons
- Fabricate MRC personnel crossings
- Design replacement Powerhouse Gen sync systems
- Perform maintenance on Sly Creek reservoir level monitoring
- Perform upgrade of phone systems with WD mgmt
- Perform maintenance of Scada and control system
- Perform vehicle fleet and equipment maintenance

REGULATORY COMPLIANCE

Our annual DSOD safety inspections of all nine dams are typically conducted sometime between September and November. Staff are working with our assigned inspector to determine when we will conduct the 2022 inspections before the weather changes.

Annual spillway clearance certificates documenting that the spillways are clear of obstruction as outlined in each respective Certificate of Approval are due to DSOD by November 15th.

Staff participated in Security inspections September 20-22 with our assigned FERC Senior Physical Security Specialist. We reviewed the existing Security Plans for each high hazard dam, then conducted the physical inspections. The formal written recommendations are forthcoming, but the items discussed were all indicative of realistic physical threats to infrastructure that the Agency should be prepared to mitigate.

The Independent Consulting team working on the FERC Part 12D Safety Inspections and Reporting submitted the first draft Potential Failure Mode Analysis reports for all five dams to the Agency. Staff are working to review and provide comments as needed.

The Annual Water Loss Audit Validation due to DWR on October 1st is being finalized by the consultant that conducted the 2018-2020 Validations. Water Division staff participated in the development of the audit this year, and will begin to provide greater ongoing insights into the data management component of the Agency's Water Loss Control Program.

PROJECT WORK

Recoat and Repaint of Generation Equipment

The Agency is currently soliciting for a professional firm to conduct recoating and repainting of the Forbestown Powerhouse Generator Air Housing and Penstock, the Woodleaf Powerhouse Generator Air Housing, and TWD Systems, and segments of the Sly Powerhouse Penstock Shut-off Valve, Inlet/Outlet, Appurtenances and Penstock. A mandatory Job Walk is scheduled for September 28th, with proposals due October 14, 2022.

Kelly Ridge Powerhouse Sewer Repair

The Kelly Ridge Powerhouse restroom is no longer usable, due to failure of the sewer septic system, which cannot be repaired. The Agency intends to award immediately to Syblon Reid Contractors a scope of field services to decommission the existing sewer septic system, install a new sewer holding tank and appurtenances, and connect to the restroom. Cost for the work is not to exceed **\$72,000**, to be performed on a time and expense basis.

Sly Creek Dam Spillway Rock Scaling

The Sly Creek Dam Spillway structure has several large hazard rocks located on the soil above the concrete spillway. Potential for rockfall is an eminent safety hazard for any personnel that enter the spillway to perform inspections and repairs. Further, the spillway can be damaged extensively if the rocks fall into the concrete structure. During recent field inspections, FERC engineers have identified the hazard rocks as a priority issue that needs to be addressed as soon as practicable. The Agency intends to award immediately to Syblon Reid Contractors a scope of field services to safely scale, break up, and remove the

hazard rocks above the spillway. Cost for the work is not to exceed **\$170,000**, to be performed on a time and expense basis.

Miners Ranch Canal Panel 300 Road Repair

The Miners Ranch Canal Access Road at panel 300 is not accessible to any vehicles, due to slope failure and significant narrowing of the roadway. Based on this condition, any needed repairs to the canal and related structures are difficult or impossible to perform. The failed slope and embankment can be restored with a new foundation and support structure, similar to the approach that was utilized for the failed embankment and roadway at the Miners Ranch Canal Station 7. The Agency intends to award immediately to Syblon Reid Contractors a scope of field services to excavate the embankment to competent material, build a reinforced concrete foundation, install Hilfiker baskets, and place aggregate rock material for a final roadway surface. Cost for the work is not to exceed **\$496,000**, to be performed on a time and expense basis.

PERSONNEL

No new update.

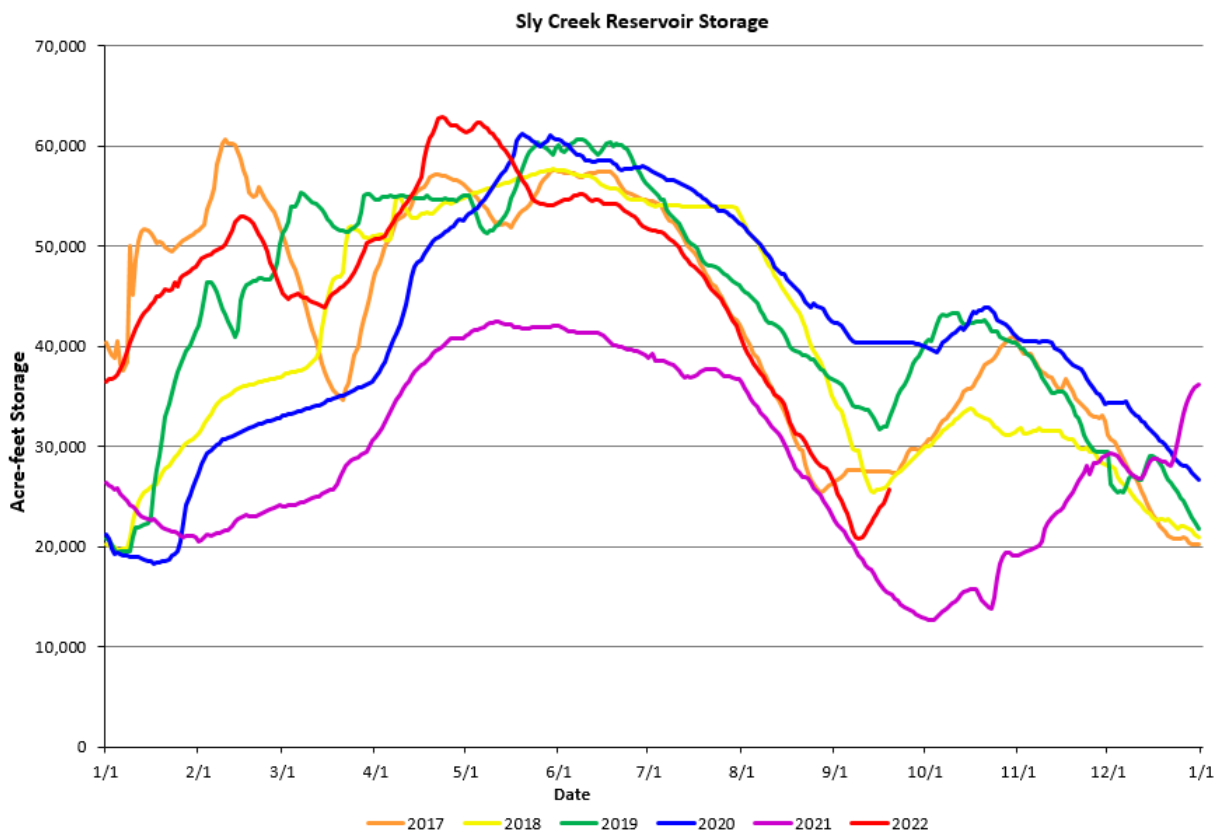
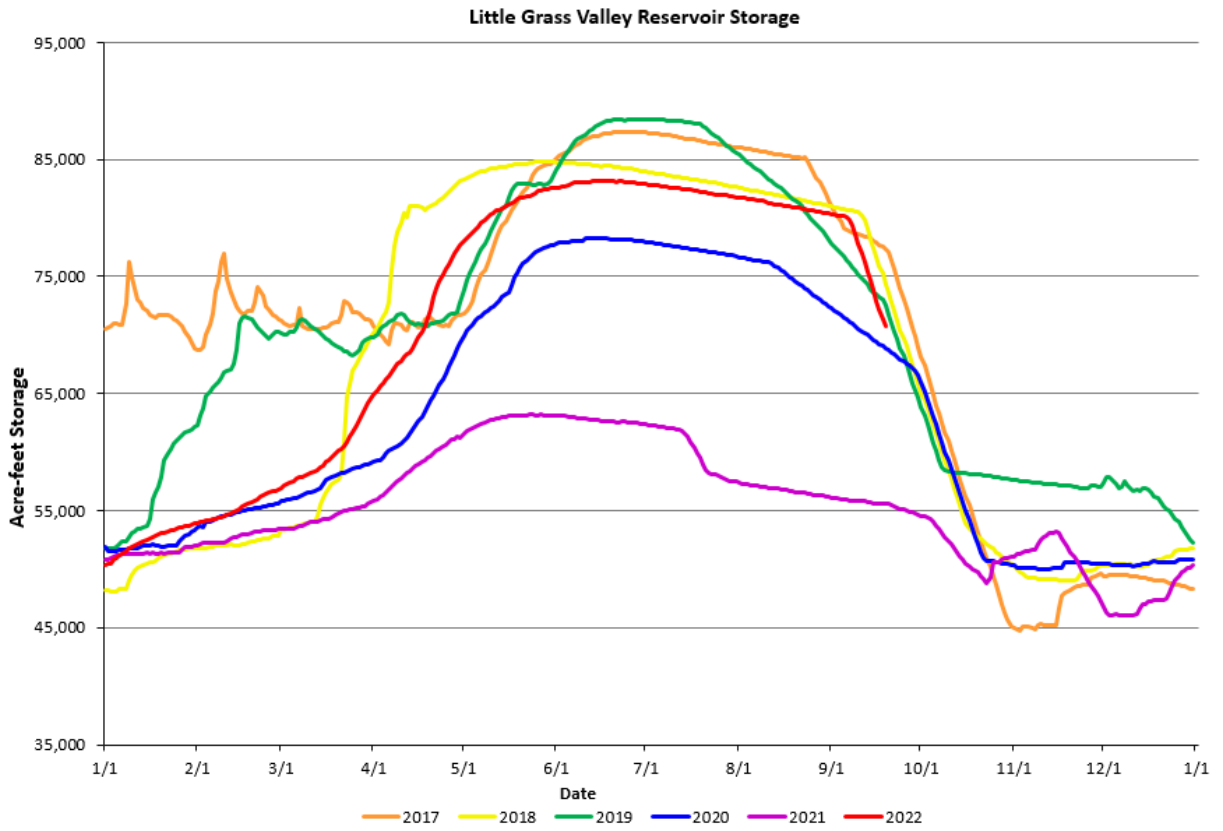
**SOUTH FEATHER WATER AND POWER
SOUTH FEATHER POWER PROJECT
2022
Reservoir and Stream Operations**

| | RESERVOIR ELEVATIONS | | | | MONTHLY AVERAGE STREAM RELEASES | | | |
|---|----------------------|------|-----------|------|---------------------------------|---------------------------------------|------------------------------|--------------------------------|
| | Little Grass Valley | | Sly Creek | | Release to SFFR at LGV Dam | Release to SFFR at Forbestown Div. | Release at Lost Creek Dam | Release at Slate Creek Div. |
| Maximum Elevation End of Month Conditions | 5,046.50 | Feet | 3,530.00 | Feet | | | | |
| January | 5,021.62 | Feet | 3,503.78 | Feet | 9.02 | 8.73 | 6.26 | 27.50 |
| February | 5,024.00 | Feet | 3,500.10 | Feet | 8.98 | 8.88 | 6.05 | 58.00 |
| March | 5,029.98 | Feet | 3,508.61 | Feet | 9.10 | 130.00 | 6.23 | 56.40 |
| April | 5,039.24 | Feet | 3,526.74 | Feet | 9.62 | 8.54 | 9.47 | 98.20 |
| May | 5,042.45 | Feet | 3,514.98 | Feet | 12.00 | 11.00 | 8.77 | 16.00 |
| June | 5,042.65 | Feet | 3,510.75 | Feet | 12.00 | 11.00 | 8.56 | 40.40 |
| July | 5,041.94 | Feet | 3,490.81 | Feet | 12.00 | 11.50 | 8.65 | 14.30 |
| August | 5,041.04 | Feet | 3,457.17 | Feet | 12.00 | 12.00 | 10.20 | 8.09 |
| September | | Feet | | Feet | 0.00 | 0.00 | 0.00 | 0.00 |
| October | | Feet | | Feet | 0.00 | 0.00 | 0.00 | 0.00 |
| November | | Feet | | Feet | 0.00 | 0.00 | 0.00 | 0.00 |
| December | | Feet | | Feet | 0.00 | 0.00 | 0.00 | 0.00 |

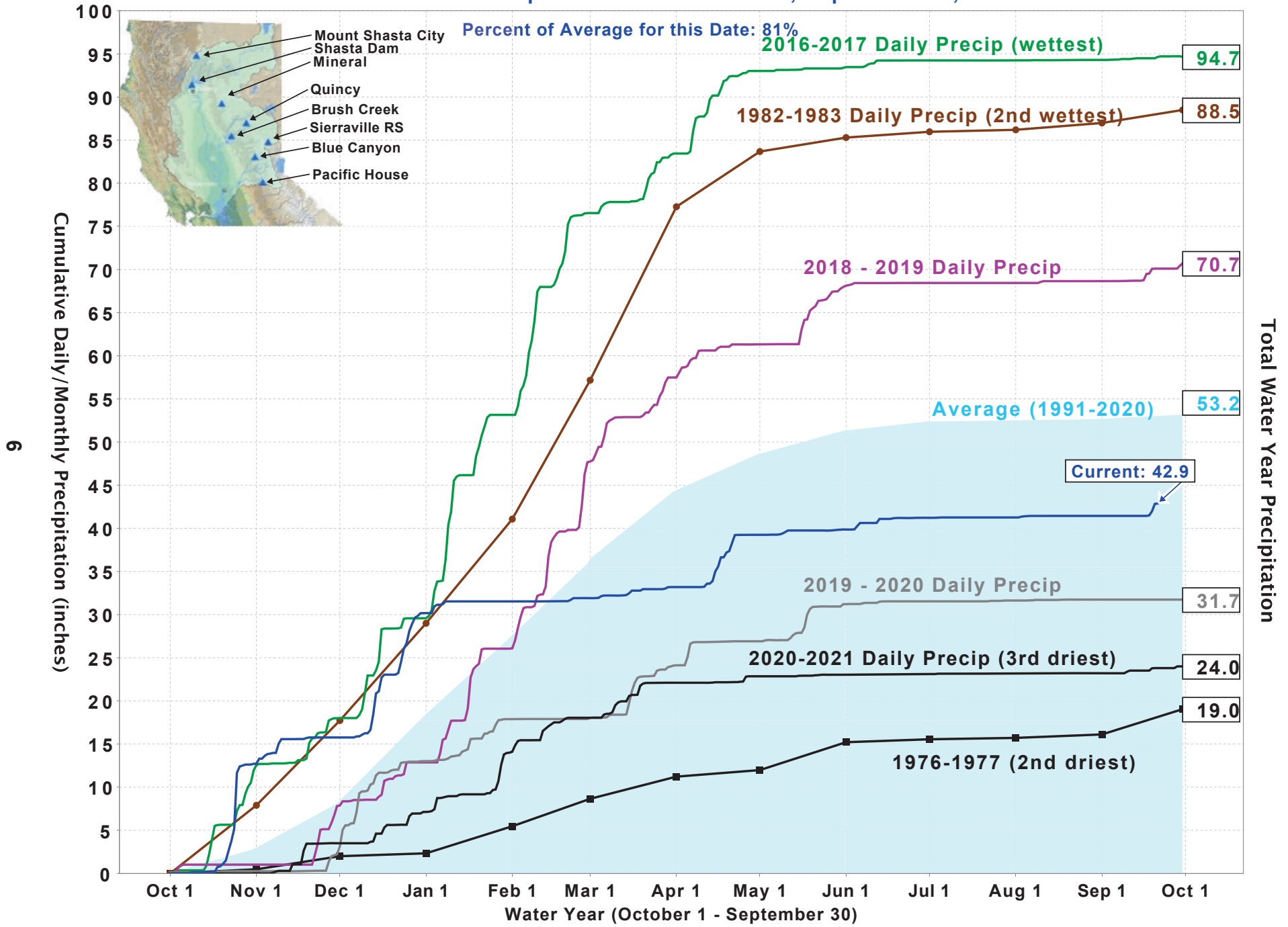
4

Powerhouse Operations

| | Sly Creek | Woodleaf | Forbestown | Kelly Ridge | Energy Revenue |
|-----------|----------------------|-----------------------|----------------------|----------------------|------------------------|
| January | 910.68 MWH | 9,297.13 MWH | 7,999.08 MWH | 7,278.25 MWH | \$1,641,696.41 |
| February | 2,910.21 MWH | 18,852.06 MWH | 11,815.69 MWH | 4,440.01 MWH | \$1,692,562.10 |
| March | 1,728.43 MWH | 14,205.95 MWH | 3,751.40 MWH | 6,486.46 MWH | \$1,430,669.02 |
| April | 2,740.50 MWH | 17,263.57 MWH | 11,188.58 MWH | 802.41 MWH | \$1,862,903.13 |
| May | 3,872.83 MWH | 22,907.00 MWH | 13,925.16 MWH | 5,838.52 MWH | \$2,357,259.91 |
| June | 970.41 MWH | 5,148.21 MWH | 3,419.48 MWH | 2,962.69 MWH | \$1,319,935.00 |
| July | 2,244.27 MWH | 14,198.19 MWH | 8,245.23 MWH | 5,260.71 MWH | \$1,673,911.24 |
| August | 2,459.47 MWH | 18,218.69 MWH | 10,341.08 MWH | 5,338.36 MWH | \$2,011,142.32 |
| September | 0.00 MWH | 0.00 MWH | 0.00 MWH | 0.00 MWH | \$0.00 |
| October | 0.00 MWH | 0.00 MWH | 0.00 MWH | 0.00 MWH | \$0.00 |
| November | 0.00 MWH | 0.00 MWH | 0.00 MWH | 0.00 MWH | \$0.00 |
| December | 0.00 MWH | 0.00 MWH | 0.00 MWH | 0.00 MWH | \$0.00 |
| | <u>17,836.79 MWH</u> | <u>120,090.81 MWH</u> | <u>70,685.70 MWH</u> | <u>38,407.41 MWH</u> | <u>\$13,990,079.12</u> |



Northern Sierra Precipitation: 8-Station Index, September 21, 2022





SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Rath Moseley, General Manager

DATE: September 20, 2022

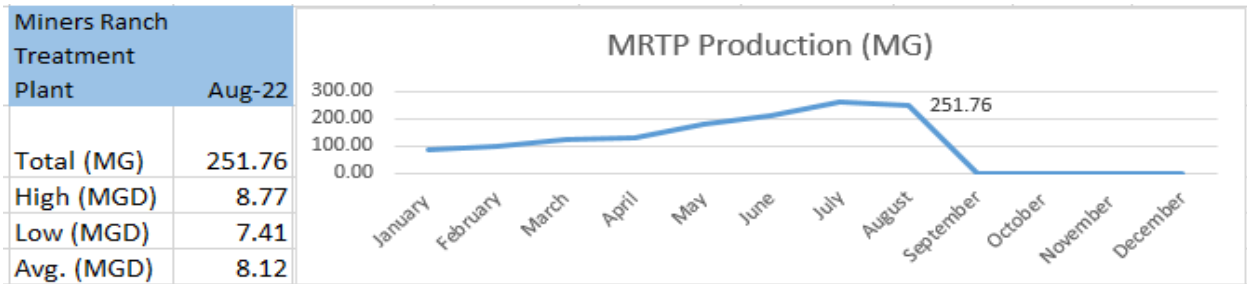
RE: General Information (regarding matters not scheduled on the agenda)
 9/27/22 Board of Directors Meeting

Domestic Water Treatment Operations

The total Miners Ranch Treatment Plant (MRTP) treated water production for the month of August totaled 251.76 million gallons.

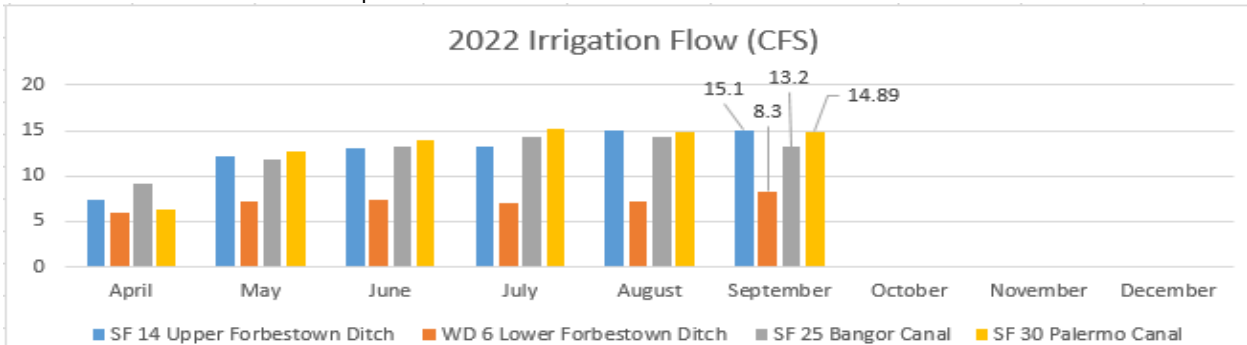
The total Bangor Treatment Plant (BTP) treated water production for the month of August totaled 1.169 million gallons.

The Red Hawk Ranch Pump Station raw water total flow for August totaled 627,324 gallons. All bacteriological requirements were good for the MRTP & BTP. Miners Ranch production was 95% of average over the past 5 years. Bangor's production was 92% of average over the past 5 years. All consumption numbers reported have the flushing & leak data subtracted.



Irrigation Water Operations

All canals and ditches are in full operation.



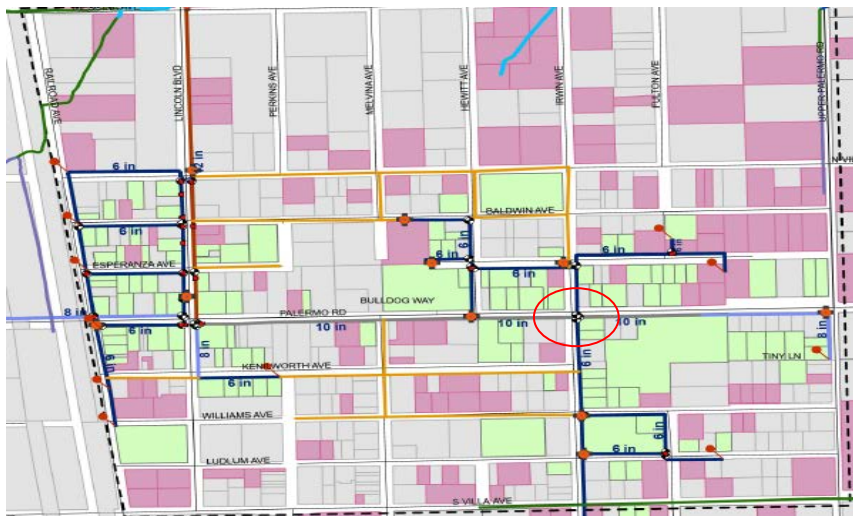
District Wide Water Operations

Ditch maintenance focus was placed on diversion points that convey off the main canals this month. Three new potable services were installed and a hydrant meter for measurement of water consumption.

| Sep-22 | Install Service | Replace Angle Stops | Remove Tree | Ditch Maintenance | Hydrant Flow Tests | Leak Repair | Replace Service | Remove Service |
|--------|------------------------------|---------------------|--------------|-------------------|--------------------|------------------|-----------------|----------------|
| | Wattles Way | Treasure Hill | Bangor Trail | Hardessy Ranch | Royal Oaks | Fairhill Dr. | Via Canela | Palermo Road |
| | Gopher Ln. | Oak Crest | Edwards Dr. | Boney Reservoir | | Quincy Place | Hastie Way | |
| | Hydrant Meter - Gold Country | Almond | | Palermo Canal | | Canyon Highlands | Oro Quincy | |
| | Cynthiann Ln. | | | Miller Hill | | Lemon Hill | | |
| | | | | Fortune Way | | Service St. | | |
| | | | | District Center | | Mt. Ida | | |
| | | | | Willow Pass | | Foothill | | |

Palermo Water Consolidation Project

Phase 1 of the Palermo project is moving forward. The majority of raw materials have arrived to begin mainline extensions. The annexation for the entire project area was approved and plats/legal descriptions are in process to finalize the certificate of completion. Physical work by staff is beginning and the board will be provided updates on cost, schedule and performance as the project progresses.



Water Storage

Advisian communicated on September 14th that the water supply strategy report is coming together. They are looking at a surface water storage reservoir and groundwater recharge system alternative associated with the site. No fatal flaws with the evaluation so far other than the costs to implement. Below is an announcement from the Bureau of Reclamation specific to water storage funding that will be explored through SF's process of added storage.

***Water Storage Funding.** The Bureau of Reclamation this week announced a funding opportunity through the Bipartisan Infrastructure Law for small surface and groundwater storage projects. In the wake of severe drought, [surface water](#) and groundwater storage are essential tools in stretching the limited water supplies in the Western United States. These projects will provide Western communities with new sources of water and increase water management flexibility, making water supply more reliable. Funding is available for projects with a water storage capacity between 2,000 and 30,000 acre feet that increase surface water or groundwater storage or convey water directly or indirectly to the storage project. Project sponsors may request cost-shared funding for their project's planning, design and/or construction.*

Hydrants

A meter was installed in line with a fire hydrant at Berry Creek Rancheria to measure water consumption and thought it would be beneficial to share what the infrastructure looks like as there has been an increase in public inquiries surrounding fire hydrants. The meter is installed below ground and utilizes “electronic read” technology to measure usage for state reporting on domestic usage.



This assembly has both “high” flow and “low” flow measurement capability.



SOUTH FEATHER WATER & POWER AGENCY

TO: Public Recipients of Agenda Information

FROM: Rath Moseley, General Manager

DATE: September 15, 2022

**RE: Real Property Negotiations, and Anticipated and Existing Litigation
Closed Session Agenda Item for 9/27/22 Board of Directors Meeting**

The information provided to directors for this agenda item is not available to the public. The purpose for this item is to give the Board an opportunity to confer with legal counsel about litigation in which the Agency is already involved or is anticipating. The Board is permitted by law (Brown Act) to confidentially discuss information that might prejudice its legal position, to have a confidential and candid discussion about meet-and-confer issues. Such discussions are exempt from the Brown Act's requirement that matters before the Board be discussed in public. Attendance during the closed-session will be limited to directors, together with such support staff and legal counsel as determined necessary by directors for each subject under discussion.