



River Pines Public Utility District



22900 Canyon Avenue, P.O. Box 70, River Pines, CA. 95675
(209) 245-6723

www.riverpinespod.org

AGENDA

TUESDAY, JUNE 30, 2026

CLOSED SESSION 5:00 P.M.

REGULAR MEETING 6:00 P.M.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need disability-related modifications or accommodations to participate in this meeting, please contact the District Office at 209-245-6723. Requests must be made as early as possible, and at least two full business days before the start of the meeting.

1. **CALL TO ORDER AT 5:00 P.M.**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **AGENDA:** Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)
5. **CLOSED SESSION**
 - A. **Public comment regarding Closed Session item.**
 - B. **Conference with Legal Counsel – Anticipated Litigation**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9
Number of potential cases: 1
6. **REPORT OUT OF CLOSED SESSION**

6:00 P.M.
7. **PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA:** Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Board; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a **three (3) minute limit per topic.**
8. **CONSENT AGENDA/INFORMATION ITEMS:** *Consent items are considered routine and customary and may be adopted with one motion. If there are questions regarding individual items, the item can be pulled for further consideration.*
 - A. **MINUTES of MAY 20, 2026***
 - B. **MAY FINANCIAL STATEMENTS***
 - C. **MAY MONTHLY OPERATIONS REPORT***

Recommendation: By motion approve all consent items.

D. REVISION TO THE DISTRICT'S ATTORNEY'S CONTRACT

Recommendation: Authorizing Execution of A Legal Services Agreement With Colantuono, Highsmith & Whatley, Pc For General Counsel Services

E. REQUEST TO MOVE MEETINGS TO THE FOURTH WEDNESDAY OF THE MONTH.

Recommendation: Adopt Resolution 2026- moving the monthly Board meeting to the fourth Wednesday of the month.*

9. REGULAR AGENDA:

A. DISTRIBUTION PROJECT

Recommendation:

- 1. Adopt Resolution 2026-* Approving Amendment no. 1 to the Drinking Water State Revolving Fund Agreement no. d2202029 for the water storage and distribution rehabilitation project.*
- 2. Adopt Resolution 2026-* Authorizing the Award of Contract for The River Pines Public Utility District Water System Improvement Project*

B. AUDIT UPDATE

Recommendation: For information only.

C. 2026-2027 ANNUAL OPERATING BUDGET

Recommendation: Adopt Resolution 2026- Adopting the FY 2026-2027 Annual Operating Budget.*

10. COMMUNICATIONS:

A. CLAIMS*

Recommendation: By motion approve the claims list.

B. REPORTS FROM THE BOARD

C. GENERAL MANAGER'S MONTHLY REPORT – Oral Report

11. ADJOURNMENT TO JULY 15, 2026



River Pines Public Utility District



22900 Canyon Avenue, P.O. Box 70, River Pines, CA. 95675
(209) 245-6723

www.riverpinespubd.org

MINUTES

WEDNESDAY, MAY 20, 2026

6:00 P.M.

1. CALL TO ORDER AT 6:00 P.M.

The meeting was called to Order at 6:00 p.m. by Chairperson Landgraf.

2. ROLL CALL

In attendance were Directors: Landgraf, Christensen, and Raymond. Absent were Directors Harrison and Black. Also in attendance was GM Gedney and three people in the audience.

3. PLEDGE OF ALLEGIANCE

Chairperson Landgraf led the Pledge of Allegiance.

4. AGENDA: Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

M/S Raymond/Christensen to approve the agenda.

AYES: Landgraf, Christensen, Raymond

NOES:

ABSTAIN:

ABSENT: Harrison and Black.

APPROVED.

5. PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA: Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Board; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a **three (3) minute limit per topic**.

Vice Chairperson Christensen asked if the water pressure issues throughout town had been addressed. GM Gedney responded that it was her understanding that they had been.

6. CONSENT AGENDA/INFORMATION ITEMS: *Consent items are considered routine and customary and may be adopted with one motion. If there are questions regarding individual items, the item can be pulled for further consideration.*

A. MINUTES of APRIL 15, 2026*

M/S Christensen/Raymond to approve the Minutes of April 15, 2026.

AYES: Landgraf, Christensen, Raymond

NOES:

ABSTAIN:

ABSENT: Harrison and Black.

APPROVED.

B. APRIL FINANCIAL STATEMENTS*

M/S Christensen/Raymond to approve the April financial statements.

AYES: Landgraf, Christensen, Raymond
NOES:
ABSTAIN:
ABSENT: Harrison and Black.
APPROVED.

C. APRIL MONTHLY OPERATIONS REPORT*

Recommendation: By motion approve all consent items.

Chairperson Landgraf noted the 60% loss in the operations report and that is unsustainable.

M/S Raymond/Christensen to approve the monthly operations report.

AYES: Landgraf, Christensen, Raymond
NOES:
ABSTAIN:
ABSENT: Harrison and Black.
APPROVED.

D. RESOLUTION 2026-4 AUTHORIZING THE CHAIRMAN OF THE BOARD AS A BANK SIGNER

Recommendation: Adopt Resolution 2026-4 Authorizing bank account signers and removing former authorized signer.

M/S Raymond/Christensen to approve the Chairperson as the authorized bank signer.

AYES: Landgraf, Christensen, Raymond
NOES:
ABSTAIN:
ABSENT: Harrison and Black.
APPROVED.

E. AUTHORIZATION OF NOVEMBER 3, 2026 ELECTION

Recommendation: Adopt Resolution No. 2026-5 Calling for a Consolidated General District Election requesting the Amador County Registrar of Voters conduct the District's election for three Board seats on November 3, 2026, Consolidated General Election.

M/S Christensen/Raymond to approve the agenda.

AYES: Landgraf, Christensen, Raymond
NOES:
ABSTAIN:
ABSENT: Harrison and Black.
APPROVED.

F. ANNUAL CONSUMER CONFIDENCE REPORT

M/S Raymond/Christensen to approve the consumer confidence report.

AYES: Landgraf, Christensen, Raymond
NOES:
ABSTAIN:
ABSENT: Harrison and Black.
APPROVED.

G. REQUEST FOR AMORITAZATION AGREEMENT FOR 15050 CHAPARRAL TRAIL IN THE AMOUNT OF \$756.45

Recommendation: By motion authorizing the District Manager to sign Amortization agreement.

M/S Raymond/Christensen to approve the amortization agreement..

AYES: Landgraf, Christensen, Raymond

NOES:

ABSTAIN:

ABSENT: Harrison and Black.

APPROVED.

7. REGULAR AGENDA:

A. DISCUSSION REGARDING DISTRICT'S WATER AND SEWER USAGE RELATING TO PARKED RECREATION VEHICLES

Recommendation: For information and staff direction.

The Board discussed the use of recreation vehicles as rentals in River Pines. Director Raymond noted that our system does not have capacity for this use. After a brief discussion, the Board directed staff to look into the County ordinances, and devise a Board policy for consideration that would address this.

B. DRAFT EMERGENCY RESPONSE PLAN

Recommendation: Review Draft Emergency Response plan and provide directions to staff.

GM Gedney presented this and asked the Board for comments.

So noted.

8. COMMUNICATIONS:

A. CLAIMS*

Recommendation: By motion approve the claims list.

M/S Raymond/Christensen to approve the agenda.

AYES: Landgraf, Christensen, Raymond

NOES:

ABSTAIN:

ABSENT: Harrison and Black.

APPROVED.

B. REPORTS FROM THE BOARD

Chairperson Raymond noted that the dam boards had been placed for the season.

C. GENERAL MANAGER'S MONTHLY REPORT

GM Gedney noted the following in her oral report to the Board:

She had been looking into the street lights and had received a response from PG&E that they were not PG&E lights. She noted that there will be a couple of properties that will be placed on the tax rolls this year and they will be coming back to the Board for approval. She is working on presenting a budget for your next meeting. She also noted that she had been assured by the State division of finance staff that we are moving closer to final approval of our grant agreement and was anticipating that the agreement would be on the next agenda for approval.

9. ADJOURNMENT TO JUNE 17, 2026

The meeting was adjourned at 6:46 p.m.

SUMMARY	Annual BUDGET	First Quarter			Second Quarter			Third Quarter			Fourth Quarter			TOTAL YTD
		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	
Recurring Expenses														
Stipends														
Rocky Raymond	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alan Black	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lindsay Harrison	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Karla Christensen	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cathi Landgraf	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration - Staff Services														
Salaries/Contracts	\$ 83,237.00	\$ (4,912.47)	\$ (5,807.05)	\$ (7,807.83)	\$ (6,855.78)	\$ (5,836.48)	\$ (5,859.58)	\$ (5,867.28)	\$ (6,054.62)	\$ (6,025.06)	\$ (9,643.31)	\$ (6,155.84)	\$ (70,825.30)	
Social Security	\$ 1,625.00	\$ (548.26)	\$ (262.34)	\$ (583.38)	\$ (561.80)	\$ (385.90)	\$ (561.80)	\$ (799.66)	\$ (811.09)	\$ (363.57)	\$ (295.38)	\$ (295.38)	\$ (5,468.56)	
SUI	\$ 161.00	\$ (29.52)	\$ (280.90)	\$ -	\$ (280.90)	\$ (280.90)	\$ -	\$ -	\$ -	\$ (38.85)	\$ (341.03)	\$ (295.38)	\$ (1,547.48)	
Medicare	\$ 380.00	\$ (42.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (381.06)	\$ -	\$ -	\$ (423.06)	
Workers Comp	\$ 1,782.00	\$ (1,176.00)	\$ -	\$ -	\$ -	\$ -	\$ (1,964.86)	\$ (301.00)	\$ -	\$ -	\$ -	\$ -	\$ (3,441.86)	
Administration - Operating Costs														
Software/Apps	\$ 7,639.00	\$ (709.10)	\$ (2,642.11)	\$ (302.75)	\$ (934.07)	\$ (1,726.10)	\$ (1,125.28)	\$ (1,123.72)	\$ (830.56)	\$ (923.54)	\$ (935.59)	\$ (969.99)	\$ (12,222.81)	
Office Supplies	\$ 3,000.00	\$ -	\$ (479.74)	\$ (40.79)	\$ (157.63)	\$ -	\$ (190.66)	\$ -	\$ (219.80)	\$ (21.68)	\$ (15.94)	\$ (555.19)	\$ (1,681.43)	
Postage	\$ 2,500.00	\$ -	\$ -	\$ -	\$ (234.00)	\$ -	\$ -	\$ -	\$ -	\$ (78.00)	\$ -	\$ (159.12)	\$ (471.12)	
Insurance	\$ 9,000.00	\$ (3,295.47)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,295.47)	
Professional: Legal	\$ 8,000.00	\$ (220.00)	\$ (200.00)	\$ -	\$ -	\$ -	\$ (3,840.00)	\$ (500.00)	\$ -	\$ (2,418.44)	\$ (1,040.00)	\$ (150.91)	\$ (8,369.35)	
Professional: Accounting	\$ 5,000.00	\$ (330.00)	\$ -	\$ (765.00)	\$ (450.00)	\$ (300.00)	\$ (10,360.00)	\$ (660.00)	\$ -	\$ (23,915.00)	\$ (840.00)	\$ (985.00)	\$ (38,605.00)	
Professional: Engineering	\$ 8,000.00	\$ -	\$ (9,995.18)	\$ -	\$ (3,630.00)	\$ (9,418.00)	\$ (2,381.38)	\$ -	\$ -	\$ (2,534.44)	\$ (1,362.25)	\$ (357.60)	\$ (29,678.85)	
Utility	\$ 2,500.00	\$ (628.96)	\$ (700.05)	\$ (352.81)	\$ (566.64)	\$ (68.16)	\$ (132.45)	\$ (68.16)	\$ (89.56)	\$ (337.22)	\$ (403.16)	\$ (237.38)	\$ (3,584.55)	
Contingency	\$ 8,000.00	\$ (573.76)	\$ (12.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (60.00)	\$ -	\$ (629.37)	\$ (1,275.13)	
Hardware	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,390.79)	\$ -	\$ -	\$ (1,390.79)	
Operations - Operating Costs														
Debt	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Weed Control	\$ 1,000.00	\$ -	\$ (268.50)	\$ -	\$ (600.00)	\$ (39.54)	\$ -	\$ -	\$ -	\$ -	\$ (575.00)	\$ (219.75)	\$ (1,702.79)	
Utility	\$ 87,720.00	\$ (7,768.59)	\$ (8,662.66)	\$ (8,659.55)	\$ (8,168.79)	\$ (6,086.99)	\$ (7,891.86)	\$ (8,343.93)	\$ (7,613.23)	\$ (5,829.52)	\$ (6,418.04)	\$ (8,436.70)	\$ (83,879.86)	
Chemicals and Laboratory	\$ 32,000.00	\$ -	\$ (1,179.22)	\$ (688.00)	\$ (2,957.00)	\$ (946.00)	\$ (8,560.52)	\$ -	\$ -	\$ (2,141.00)	\$ (2,068.00)	\$ (1,975.96)	\$ (20,515.70)	
AWA Contract	\$ 252,000.00	\$ -	\$ (12,100.98)	\$ (139,304.24)	\$ -	\$ -	\$ (33,024.59)	\$ (29,597.81)	\$ -	\$ (34,501.23)	\$ (10,445.29)	\$ (33,161.31)	\$ (292,135.45)	
SCADA	\$ 8,000.00	\$ (1,500.00)	\$ (500.00)	\$ (1,024.23)	\$ -	\$ (500.00)	\$ (628.64)	\$ (1,064.32)	\$ -	\$ (1,000.00)	\$ (564.34)	\$ -	\$ (6,781.53)	
Sludge Removal	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contractors	\$ 27,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (537.50)	\$ (537.50)	
Improvements	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (299.53)	\$ (299.53)	
Pumps	\$ 18,000.00	\$ (205.92)	\$ -	\$ -	\$ -	\$ (1,360.54)	\$ (9,333.41)	\$ -	\$ -	\$ -	\$ (148.24)	\$ -	\$ (11,048.11)	
Machinery	\$ 15,000.00	\$ -	\$ (660.79)	\$ -	\$ -	\$ -	\$ -	\$ (7,759.78)	\$ -	\$ -	\$ -	\$ -	\$ (8,420.57)	
Total Expenses	\$ 631,044.00	\$ (21,940.05)	\$ (43,751.52)	\$ (159,528.58)	\$ (25,396.61)	\$ (26,948.61)	\$ (85,855.03)	\$ (56,085.66)	\$ (15,618.86)	\$ (81,959.40)	\$ (35,095.57)	\$ (55,421.91)	\$ -	\$ (607,601.80)
Revenue		\$ 36,554.00	\$ 63,150.79	\$ 47,994.55	\$ 50,449.23	\$ 50,364.46	\$ 89,777.28	\$ 46,454.66	\$ 52,499.81	\$ 45,071	\$ 48,510.94	\$ 54,901.48	\$ 585,727.92	
Monthly Balance Revenues over Expenditures		\$ 14,613.95	\$ 19,399.27	\$ (111,534.03)	\$ 25,052.62	\$ 23,415.85	\$ 3,922.25	\$ (9,631.00)	\$ 36,880.95	\$ (36,888.68)	\$ 13,415.37	\$ (520.43)	\$ -	\$ (21,873.88)

This document is reconciled to the District's checking account and does not reflect balances in the water and sewer funds.



Last statement: April 30, 2026
 This statement: May 31, 2026
 Total days in statement period: 31

RIVER PINES PUBLIC UTILITY DISTRICT
 PO BOX 70
 RIVER PINES CA 95675-0070

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Direct inquiries to:
 1-800-874-9779

El Dorado Savings Bank
 4040 El Dorado Road
 Placerville, CA 95667

THANK YOU FOR BANKING WITH US!

Interest Checking

Account number	-----	Beginning balance	\$57,449.55
Enclosures	9	Total additions	54,901.48
Low balance	\$56,313.11	Total subtractions	55,421.91
Average balance	\$73,788.32	Ending balance	\$56,929.12
Avg collected balance	\$73,788		
Interest paid year to date	\$5.27		

CHECKS

Number	Date	Amount	Number	Date	Amount
14513	05-27	1,975.96	14521	05-28	357.60
14516 *	05-26	537.50	14522	05-27	299.53
14518 *	05-28	33,161.31	14523	05-29	629.37
14519	05-28	150.91	14524	05-27	985.00
14520	05-28	219.75			

* Skip in check sequence

DEBITS

Date	Description	Subtractions
05-01	' POS Purchase MERCHANT PURCHASE TERMINAL 494166 REPUBLIC SERVICES TRASH HTTP: WW AZ 04-30-26 XXXXXXXXXXXXX6979	70.35
05-01	' POS Purchase MERCHANT PURCHASE TERMINAL 400077 GETSTREAMLINE COM WEB WWW GETST KS 05-01-26 XXXXXXXXXXXXX6979	169.00



RIVER PINES PUBLIC UTILITY DISTRICT
 May 31, 2026

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Date	Description	Subtractions
05-04	' POS Purchase MERCHANT PURCHASE TERMINAL 469216 SPI DIRECTV SERVIC E 800 531 5 CA 05-02-26 XXXXXXXXXXXXX6979	24.21
05-05	' Preauthorized Wd GOOGLE PURCHASE 260505	211.20
05-06	' Preauthorized Wd PGANDE WEB ONLINE 260506	1,253.34
05-07	' Preauthorized Wd PGANDE WEB ONLINE 260507	128.54
05-11	' POS Purchase MERCHANT PURCHASE TERMINAL 438886 SupportPDFfiller c om 855 750 1 MA 05-10-26 XXXXXXXXXXXXX6979	96.00
05-11	' Preauthorized Wd PGANDE WEB ONLINE 260509	14.28
05-13	' Preauthorized Wd INTUIT 91282762 PAYROLL 260513 18868423	1,074.07
05-13	' Preauthorized Wd PAYROLL PAYROLL 260513 18868423	2,003.85
05-13	' Preauthorized Wd INTUIT 55987233 TAX 260513 18868423	295.38
05-18	' Preauthorized Wd PGANDE WEB ONLINE 260516	962.02
05-18	' Preauthorized Wd PGANDE WEB ONLINE 260516	4,683.47
05-22	' POS Purchase MERCHANT PURCHASE TERMINAL 469216 INTUIT QBooks Onl ine CL INTUIT CA 05-21-26 XXXXXXXXXXXXX6979	436.06
05-27	' POS Purchase MERCHANT PURCHASE TERMINAL 469216 RINGCENTRAL INC 888 898 4 CA 05-26-26 XXXXXXXXXXXXX6979	57.73
05-27	' Preauthorized Wd PGANDE WEB ONLINE 260527	1,537.87
05-27	' Preauthorized Wd INTUIT 74591639 TAX 260527 18868423	295.38
05-27	' Preauthorized Wd INTUIT 92949747 PAYROLL 260527 18868423	1,074.07
05-28	' POS Purchase MERCHANT PURCHASE TERMINAL 443106 STAPLES COM 0900 800 333 3 MA 05-26-26 XXXXXXXXXXXXX6979	52.73
05-28	' POS Purchase MERCHANT PURCHASE TERMINAL 443106 STAPLES 1413 JACKSON CA 05-26-26 XXXXXXXXXXXXX6979	296.87



RIVER PINES PUBLIC UTILITY DISTRICT
 May 31, 2026

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Date	Description	Subtractions
05-28	' POS Purchase MERCHANT PURCHASE TERMINAL 413746 USPS PO 0552570656 MOUNT AUK CA 05-27-26 XXXXXXXXXXXXX6979	159.12
05-28	' Preauthorized Wd PAYROLL PAYROLL 260528 18868423	2,003.85
05-29	' POS Purchase MERCHANT PURCHASE TERMINAL 443106 STAPLES COM 0900 800 333 3 MA 05-28-26 XXXXXXXXXXXXX6979	205.59

CREDITS

Date	Description	Additions
05-01	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	492.65
05-04	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	2,117.17
05-05	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	1,799.07
05-05	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	262.51
05-05	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	598.59
05-06	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	936.32
05-07	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	388.61
05-07	' Deposit TLR 07 BR 42	1,540.64
05-08	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	1,342.75
05-11	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	319.93
05-12	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	497.45
05-13	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	300.00



RIVER PINES PUBLIC UTILITY DISTRICT
 May 31, 2026

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Date	Description	Additions
05-14	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	458.11
05-14	' Deposit TLR 09 BR 42	20,438.35
05-15	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	1,324.17
05-18	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	527.82
05-19	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	736.84
05-19	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	948.02
05-19	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	577.37
05-20	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	1,249.59
05-21	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	596.10
05-21	' Deposit TLR 03 BR 42	9,556.12
05-22	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	3,130.52
05-26	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	1,375.65
05-26	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	230.00
05-26	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	300.00
05-28	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	698.39
05-28	' Deposit TLR 07 BR 42	707.77
05-29	' Preauthorized Credit PAYMENTUS TRANSFER RIVER PINES PUD UT IL PMNT	1,449.71



RIVER PINES PUBLIC UTILITY DISTRICT
 May 31, 2026

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<u>Date</u>	<u>Description</u>	<u>Additions</u>
05-31	Interest Credit	1.26

DAILY BALANCES

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
04-30	57,449.55	05-12	65,778.32	05-22	96,166.48
05-01	57,702.85	05-13	62,705.02	05-26	97,534.63
05-04	59,795.81	05-14	83,601.48	05-27	91,309.09
05-05	62,244.78	05-15	84,925.65	05-28	56,313.11
05-06	61,927.76	05-18	79,807.98	05-29	56,927.86
05-07	63,728.47	05-19	82,070.21	05-31	56,929.12
05-08	65,071.22	05-20	83,319.80		
05-11	65,280.87	05-21	93,472.02		

INTEREST INFORMATION

Annual percentage yield earned	0.02%
Interest-bearing days	31
Average balance for APY	\$73,788.32
Interest earned	\$1.26

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with El Dorado Savings Bank

River Pines Public Utility District
Water Account
PO Box 70
River Pines, CA 95675
(209)245-6723

El Dorado Savings Bank
18720 Highway 49
Plymouth, CA 95669
95701111

14513

05/20/2026

PAY TO THE ORDER OF Sierra Chemical Company

\$ **1,975.96

One thousand nine hundred seventy-five and 99/100***** DOLLARS

Sierra Chemical Company
788 Northport Drive
West Sacramento, CA 95691 US

MEMO

Debra Stewart

⑆014513⑆ ⑆321170978⑆ 4230265007⑆

05/27/2026 14513 \$1,975.96

River Pines Public Utility District
Water Account
PO Box 70
River Pines, CA 95675
(209)245-6723

El Dorado Savings Bank
18720 Highway 49
Plymouth, CA 95669
95701111

14516

05/20/2026

PAY TO THE ORDER OF Alta Environmental, L.P. (NV5)

\$ **537.50

Five hundred thirty-seven and 50/100***** DOLLARS

Alta Environmental, L.P. (NV5)
PO Box 74008680
Chicago, IL 60674-8680 US

MEMO

Debra Stewart

⑆014516⑆ ⑆321170978⑆ 4230265007⑆

05/26/2026 14516 \$537.50

River Pines Public Utility District
Water Account
PO Box 70
River Pines, CA 95675
(209)245-6723

El Dorado Savings Bank
18720 Highway 49
Plymouth, CA 95669
95701111

14518

05/20/2026

PAY TO THE ORDER OF Amador Water Agency

\$ **33,161.31

Thirty-three thousand one hundred sixty-one and 31/100***** DOLLARS

Amador Water Agency
12800 Ridge Rd
Sutter Creek, CA 95686-9630
US

MEMO

30018

Debra Stewart

⑆014518⑆ ⑆321170978⑆ 4230265007⑆

05/28/2026 14518 \$33,161.31

River Pines Public Utility District
Water Account
PO Box 70
River Pines, CA 95675
(209)245-6723

El Dorado Savings Bank
18720 Highway 49
Plymouth, CA 95669
95701111

14519

05/20/2026

PAY TO THE ORDER OF Colantuono, Highsmith & Whitley, PC

\$ **150.91

One hundred fifty and 91/100***** DOLLARS

Colantuono, Highsmith & Whitley, PC
420 Sierra College Dr
Grass Valley, CA 95945-5091
US

MEMO

C Cor

Debra Stewart

⑆014519⑆ ⑆321170978⑆ 4230265007⑆

05/28/2026 14519 \$150.91

River Pines Public Utility District
Water Account
PO Box 70
River Pines, CA 95675
(209)245-6723

El Dorado Savings Bank
18720 Highway 49
Plymouth, CA 95669
95701111

14520

05/20/2026

PAY TO THE ORDER OF Dustin Myer

\$ **219.75

Two hundred nineteen and 75/100***** DOLLARS

Dustin Myer
PO Box 113
River Pines, CA 95675

MEMO

Debra Stewart

⑆014520⑆ ⑆321170978⑆ 4230265007⑆

05/28/2026 14520 \$219.75

River Pines Public Utility District
Water Account
PO Box 70
River Pines, CA 95675
(209)245-6723

El Dorado Savings Bank
18720 Highway 49
Plymouth, CA 95669
95701111

14521

05/20/2026

PAY TO THE ORDER OF KASL Consulting Engineers, Inc

\$ **357.60

Three hundred fifty-seven and 60/100***** DOLLARS

KASL Consulting Engineers, Inc
3741 Douglas Blvd
Ste 150
Roseville, CA 95661 US

MEMO

Debra Stewart

⑆014521⑆ ⑆321170978⑆ 4230265007⑆

05/28/2026 14521 \$357.60

River Pines Public Utility District
Water Account
PO Box 70
River Pines, CA 95675
(209)245-6723

El Dorado Savings Bank
18720 Highway 49
Plymouth, CA 95669
95701111

14522

05/20/2026

PAY TO THE ORDER OF Bay City Electric Works

\$ **299.53

Two hundred ninety-nine and 53/100***** DOLLARS

Bay City Equipment Industries, Inc.
13525 Davidson St
Poway, CA 92064-6829 US

MEMO

Debra Stewart

⑆014522⑆ ⑆321170978⑆ 4230265007⑆

05/27/2026 14522 \$299.53

River Pines Public Utility District
Water Account
PO Box 70
River Pines, CA 95675
(209)245-6723

El Dorado Savings Bank
18720 Highway 49
Plymouth, CA 95669
95701111

14523

05/20/2026

PAY TO THE ORDER OF County of Amador

\$ **629.37

Six hundred twenty-nine and 37/100***** DOLLARS

County of Amador
Auction Controller
810 Court Street
Jackson, CA 95942

MEMO

Debra Stewart

⑆014523⑆ ⑆321170978⑆ 4230265007⑆

05/29/2026 14523 \$629.37

River Pines Public Utility District
Water Account
PO Box 70
River Pines, CA 95675
(209)245-6723

El Dorado Savings Bank
18720 Highway 49
Plymouth, CA 95669
95701111

14524

05/20/2026

PAY TO THE ORDER OF Accounting, Bookkeeping & Consulting Services

\$ **985.00

Nine hundred eighty-five and 00/100***** DOLLARS

Jodi A. Steneck
Accounting, Bookkeeping & Consulting Services
214 Manor Court
Sutter Creek, CA 95665

MEMO

Debra Stewart

⑆014524⑆ ⑆321170978⑆ 4230265007⑆

05/27/2026 14524 \$985.00

River Pines Department Report

May 2026

Water Production/Sold

Well 2: 163,800 gallons	Total Produced: 1,511,391 gallons
Well 3R: 195,000 gallons	Total Sold: 669,229 gallons
Well 6R: 1,152,591 gallons	Unaccounted Loss: 56%

Regulatory Compliance

- Completed Consumer Confidence Report. Sent electronic copy to GM Amy Gedney for mailing and posting to website.
- Completed March monthly and 1st quarter water report
- Completed March monthly drought report
- Completed March monthly wastewater report, including no spill report
- Updated Emergency Notification Plan and sent to GM.
- Coordinated/Scheduled second round of PFAS sampling for all 3 wells

Wastewater

- Routine operation and maintenance
- Installed mixer on pond 3
- Staff responded to call-outs due to power outages
- Met with Bay City for Horseshoe generator repair
- Disassembled old mixer floats and got them ready for removal
- Influent flow 1,118,900 gallons. Effluent Discharged 957,700 gallons.

Water Treatment / Distribution

- Routine sampling and maintenance
- Staff installed new backup chlorine skid

Staff Hours: 59 Water hrs. 62.5 Wastewater hrs.

Prepared by: Operations Department Staff

Reviewed by: Rick Ferriera, Operations and Engineering Manager

River Pines Weekly Closed Work Orders - Labor (Actuals)_V2

Printed: 5/19/2026 8:08 AM



Report Criteria

- Location / Asset is **City of River Pines**
- Shop is **Construction, Customer Service, Distribution, Electrical Systems Group, Operations Dept., Wastewater or Water Treatment**
- Complete is between **'5/10/2026'** AND **'5/16/2026'**

Work Order #	Reason	Labor Report	Actual Hours	Vehicle Cost
288787	River Pines Meter Reading Monthly	complete	7	0.00
289070	River Pines Administrative Monthly	complete	0	37.61
289931	River Pines Administrative Monthly	DT and Shut offs complete	2.5	37.61
290089	River Pines service line break	5-8-26 River Pines line break on Spring Lane. Mark Hooper received call from Horizon Answering Services @ 0647 of leak on Spring Lane. MH investigated and initially determined break was a service line. MH contacted Jeff Shortridge for direction. MH contacted Shane Rose and Mike Hanna for assistance. SR and MHanna arrived to assist MH. Appropriate valves were located to reduce flow. Visual of compromised pipe was located and AWA leak was verified and repaired.	21	1,090.59
Grand Total (4 Records):			30.5	\$1,165.81



Report Criteria

 Location / Asset is **City of River Pines**

 Shop is **Construction, Customer Service, Distribution, Electrical Systems Group, Operations Dept., Wastewater or Water Treatment**

 Complete is between **'5/17/2026'** AND **'5/23/2026'**

Work Order #	Reason	Labor Report	Actual Hours	Vehicle Cost
290092	River Pines Meter Reading Monthly	River Pines Meters Reading Completed Monthly Reads Completed	7.5	37.61
290434	Reset Jay Bird Pump Station after power outage	Power outage at Jay Bird PS, reset pumps after power came back.	2	0.00
Grand Total (2 Records):			9.5	\$37.61

River Pines Weekly Closed Work Orders - Labor (Actuals)_V2

Printed: 6/9/2026 7:56 AM



Report Criteria

-  Location / Asset is **City of River Pines**
-  Shop is **Construction, Customer Service, Distribution, Electrical Systems Group, Operations Dept., Wastewater or Water Treatment**
-  Complete is between **'5/31/2026'** AND **'6/6/2026'**

Work Order #	Reason	Labor Report	Actual Hours	Vehicle Cost
290438	River Pines Wastewater	5/20: Complete the plant and weekly lift stations routines. Conduct the weekly pH and DO analysis. Washdown Ponds A & B.	16.5	699.44
290471	River Pines Well 6R Bi-monthly Sampling	samples completed	0.5	0.00
290472	River Pines Bac T Sampling Monthly	samples completed	0.5	0.00
290477	River Pines PFAS Sampling	PFAS samples completed	1.5	0.00
290587	River Pines Nitrates Annually	samples completed	0.5	0.00
290588	River Pines Nitrates Annually	samples completed	0.5	0.00
290589	River Pines Nitrates Annually	samples completed	0.5	0.00
290590	River Pines Well Sampling-M	samples completed	0.5	0.00
Grand Total (8 Records):			21	\$699.44

River Pines Weekly Closed Work Orders - Labor (Actuals)_V2

Printed: 6/16/2026 11:05 AM



Report Criteria

-  Location / Asset is **City of River Pines**
-  Shop is **Construction, Customer Service, Distribution, Electrical Systems Group, Operations Dept., Wastewater or Water Treatment**
-  Complete is between **'6/7/2026'** AND **'6/13/2026'**

Work Order #	Reason	Labor Report	Actual Hours	Vehicle Cost
290606	Administrative- River Pines PUD-Water	Scanned operator logs, pulled lab results, created final report and set to DDW. Sent a copy to GM. Worked on Dept report.	1	0.00
290773	RPPUD Leak 14528 Holly Lane RPPUD Cust states ongoing RP leak causing property damage. Amy confirms service request to investigate.	6/11/26 MH SR repaired service line.	4	169.56
290778	River Pines Water Treatment Plant 6R	6-7-26 0834, SH received a call for a zone 6 alarm, power was briefly out at 6R and had a CL2 issue at 2,3R that I noticed on scada. fixed both issues.	2	84.78
290805	Replace gate valve at 14783 river lane	6/11/26 MH Sr had to replace gate valve to meter. Replaced 3/4 inch gate valve 5/8 meter adapter	4	169.56
Grand Total (4 Records):			11	\$423.90



Report Criteria

-  Location / Asset is **City of River Pines**
-  Shop is **Construction, Customer Service, Distribution, Electrical Systems Group, Operations Dept., Wastewater or Water Treatment**
-  Complete is between **'6/14/2026'** AND **'6/20/2026'**

Work Order #	Reason	Labor Report	Actual Hours	Vehicle Cost
290652	River Pines Effluent Sampling - Monthly	completed	0.15	0.00
290653	River Pines Influent Monitoring- Monthly	<p>6/3: Complete Plant and lift stations routines. Conduct weekly pH and DO analysis. Collected Monthly Inf and Eff samples. Transferred cL2. Completed USA's. Washdown Ponds A&B edges. Walk spray fields with Cal Fire for weed and brush removal</p> <p>6/4: Mark borders for spray fields #1&2 per Cal Fire request. Clean and set up porta potty for Cal Fire use. Washdown pond B.</p> <p>6/8: Met with Cal fire for weed abatement in sprayfields</p> <p>6/11: Complete Plant and lift stations routines. Conduct weekly pH and DO analysis. Met with Cal fire for weed abatement in sprayfields. Completed USA's. Prime pump #1 at Eastside liftstation. Pump in Horseshoe grinder pump fail, diagnose and check to replace.</p> <p>6/12: Work on grinder pump #1</p>	42	1,780.40

Work Order #	Reason	Labor Report	Actual Hours	Vehicle Cost
		6/16: Work on Grinder ped #1, pump #2. Replaced and repaired		
290758	River Pines Hydrant Flushing Monthly	completed	0	0.00
290759	River Pines Hydrant Flushing Monthly	completed	0	0.00
290760	River Pines Hydrant Flushing Monthly	completed	0	0.00
290761	River Pines Hydrant Flushing Monthly	completed	0	0.00
290762	River Pines Hydrant Flushing Monthly	completed	0	0.00
290763	River Pines Hydrant Flushing Monthly	completed	0	0.00
290764	River Pines Hydrant Flushing Monthly	completed	0	0.00
290765	River Pines Hydrant Flushing Monthly	completed	0	0.00

Work Order #	Reason	Labor Report	Actual Hours	Vehicle Cost
290776	River Pines Well 6R Bi-monthly Sampling	6-16-26 SH collected all samples	1	42.39
290814	River Pines Wells 2 and 3R Routine Monthly	6-16-26 SH completed the routine.	1	42.39
290821	River Pines Well 6R Weekly Routine	6-16-26 SH completed the routine.	2	84.78
290835	weed abetment river pines wwtp	chemicals used R11.....32ooz Expel.....20oz Esplanade.....140z Aquamaster192oz	12	75.22
Grand Total (14 Records):			58.15	\$2,025.18



River Pines Public Utility District



22900 Canyon Avenue, P.O. Box 70, River Pines, CA. 95675
(209) 245-6723

www.riverpinespod.org

STAFF REPORT

DATE: JUNE 30, 2026
TO: BOARD OF DIRECTORS
FROM: AMY GEDNEY, GENERAL MANAGER
SUBJECT: APPROVAL OF LEGAL SERVICES AGREEMENT WITH COLANTUONO, HIGHSMITH & WHATLEY, PC

RECOMMENDATION

Adopt Resolution No. 2026-__ authorizing the Board Chairperson to execute the Legal Services Agreement with Colantuono, Highsmith & Whatley, PC for General Counsel services.

BACKGROUND

The River Pines Public Utility District has utilized the legal services of Colantuono, Highsmith & Whatley, PC (“CHW”) for general counsel services since 2020. The attached engagement letter updates and supersedes the prior agreement dated February 24, 2020.

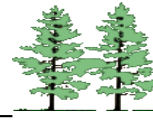
The agreement establishes the terms and conditions under which CHW will continue to provide legal services to the District. Attorney Gary B. Bell will serve as the primary attorney responsible for the District’s representation, with support from other attorneys and legal assistants as necessary.

KEY TERMS

- General Counsel services for District operations and governance matters.
- Attorney hourly rates are capped at \$285 per hour for general legal services.
- In the event litigation services are required, attorney rates are capped at \$375 per hour.
- Paralegal and legal assistant rates are capped at \$200 per hour.
- Monthly billing will be provided with payment due within 15 days.
- The firm maintains professional liability insurance.
- The agreement contains standard provisions regarding conflicts of interest, file retention, arbitration of fee disputes, confidentiality, and the use of artificial intelligence tools subject to attorney review and confidentiality protections.



River Pines Public Utility District



22900 Canyon Avenue, P.O. Box 70, River Pines, CA. 95675
(209) 245-6723

www.riverpinespubd.org

FISCAL IMPACT

Legal services are budgeted annually within the District's professional services budget. The negotiated rate caps provide cost certainty and are substantially below the firm's standard hourly rates. Actual expenditures will depend upon the volume and complexity of legal matters requiring counsel during the fiscal year.

DISCUSSION

The District is currently addressing a number of significant governance, regulatory, operational, and litigation-related matters. Continued access to experienced municipal counsel is important to ensure compliance with applicable laws, support Board decision-making, and protect District interests.

The proposed agreement provides favorable capped billing rates and formalizes the ongoing attorney-client relationship under updated terms. Staff believes the agreement is reasonable, necessary, and in the best interests of the District.

ENVIRONMENTAL REVIEW

Approval of a professional services agreement is not a project under CEQA pursuant to CEQA Guidelines Section 15378 and is therefore not subject to environmental review.

CONCLUSION

The proposed agreement will provide the District with continued access to experienced special district legal counsel while establishing updated billing rates and engagement terms. Approval of the agreement will support the District's ongoing operational, regulatory, and governance responsibilities and ensure legal resources are available as needed.

ATTACHMENTS

1. Legal Services Agreement dated June 11, 2026
2. Resolution No. 2026-___ Authorizing Execution of Legal Services Agreement

**COLANTUONO
HIGHSMITH
WHATLEY, PC**

GARY B. BELL | 916-898-0049 | GBELL@CHWLAW.US

June 11, 2026

VIA ELECTRONIC MAIL ONLY (agedney@riverpinespud.org)

Amy Gedney, General Manager
River Pines Public Utility District

Re: **Representation of River Pines Public Utility District re General Counsel Services**

Dear Amy,

As we discussed, I write to propose the terms under which we agree to represent River Pines Public Utility District (“you”) regarding General Counsel Services. This will be our sole project for you; if we can assist you on other matters, please let me know. Colantuono, Highsmith & Whatley, PC and all its professionals are very pleased to represent you in this matter.

This letter sets forth the basis upon which we will provide legal services to you and bill you for services and costs. It supersedes and replaces the prior agreement between us dated February 24, 2020. This letter updates our rates, which have stayed the same in the six years we’ve represented you, and provides additional disclosures, as discussed below.

The firm maintains a conflict of interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a professional conflict of interest would arise. We propose to index the following with respect to this matter:

Client-Affiliated Parties: Boardmembers of the RPPUD
Amy Gedney

Adverse Parties: Candi Bingham

555 UNIVERSITY AVENUE, SUITE 275, SACRAMENTO, CALIFORNIA 95825 | (916) 400-0370

GRASS VALLEY | ORANGE COUNTY | PASADENA | SACRAMENTO | SAN DIEGO | SONOMA

447311.1

Amy Gedney, General Manager

June 11, 2026

Page 2

Please let me know if any of these names are incorrect or if there are other parties with an interest in this matter that we should list. Unless we hear from you to the contrary, we will assume that this listing is accurate and complete.

We have reviewed our files and our conflicts index and have no other client relationships which would interfere with our ability to represent you in this matter.

As we have discussed, the nature of the matter makes it impossible for us to precisely estimate the fees you may incur. You will receive monthly statements informing you of the fees and costs incurred during the prior month. We will, of course, do our best to represent you efficiently and without undue expense.

Please make payments payable to Colantuono, Highsmith & Whatley, PC to our Grass Valley office at:

Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091

Our federal employer identification number is 75-3031545. If you need a W-9 or bank routing data for electronic payments, please let me know.

I will have primary responsibility for your representation, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If you have questions, concerns or criticisms at any time, please contact me at once. Naturally, we expect you to keep us reasonably informed of significant developments regarding this representation.

We review all statements before they are issued to ensure the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the lawyer or legal assistant performing the services, and for 2026 range between \$245 and \$650 per hour for law clerks' and attorneys' time, and between \$170 and \$220 for the time of paralegals and legal assistants. As a courtesy to you, however, effective June 1, 2026, we agree: to cap our standard rates at \$285 per hour for attorneys' time and \$200 per hour for time of paralegals and legal assistants; and, in the event litigation is needed, we agree

Amy Gedney, General Manager

June 11, 2026

Page 3

to cap our standard rates at \$375 per hour for attorneys' time and \$200 per hour for the time of paralegals and legal assistants. We reserve the right to adjust the rate caps stated here in January of each year based on the most recent 12-month change in the Consumer Price Index for All Urban Consumers published by the California Department of Industrial Relations. Our rate structure in general and the rates of particular lawyers may be increased from time to time, and are usually adjusted as of the beginning of each calendar year.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long distance telephone calls, filing fees, photocopying, computerized legal research outside the scope of our Westlaw contract and the like. These amounts will be billed in addition to our fees.

We will send you monthly statements, and expect payment within 15 days of the billing date. If payment is not received within 30 days of the billing date, we reserve the right to charge interest on the unpaid balance at the rate of 1% per month and to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration pursuant to the arbitration rules for legal fee disputes of the County Bar Association in any county in which we maintain an office. We agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar fee arbitration will be submitted to binding arbitration in Sacramento County to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. **YOU SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.**

On occasion, we may receive small sums of money belonging to you, such as a credit for an overpayment by a vendor, a refund from a court, or the like. The California State Bar requires us to alert you to sums we receive on your behalf within 14 days of receipt and to forward those funds to you within 45 days of receipt unless we have your direction otherwise. Processing payments for small amounts may be burdensome to your accounting staff and to ours. Therefore, by signing this letter agreement for legal services, you agree that, should we receive any amount to your credit of \$500 or less and we do not have other instructions from you with respect to that money, we may place these

funds in our client trust account and apply them to future invoices to you for our services. You can alter this agreement at any time as to some or all funds we hold by letting us know, in writing, how we should handle your money. We will inform you of our receipt of funds promptly upon each receipt and will remind you of your right to alter these standing instructions as to any payment.

You have the right to terminate our representation at any time. We have the same right, but are obliged to give you reasonable notice to arrange alternative representation. In either circumstance, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record. Notwithstanding the termination of our representation, you will remain obligated to pay to us all fees and costs incurred previously.

You agree that we may, in our discretion, maintain all or part of your client file in electronic format using secure cloud storage services. If so, the firm will apply all reasonable methods to maintain the confidentiality of your files, just as it does for your non-digital information. Your data will be password protected and encrypted using currently available technology. Clients requiring information from their files may obtain that information only by written request to us.

You should know that we may use artificial intelligence tools in this representation. If we do so, we will ensure that your confidential information is maintained in confidence and that any writing or analysis produced by generative artificial intelligence is edited or confirmed by an attorney before use. If you have any questions or concerns about our use of artificial intelligence tools, please let us know.

You also agree that following termination of our attorney-client relationship, we will not be required to maintain your client file for more than two years. If you ask us to deliver your file to you, you agree that delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies our obligation to release all your client papers and property to you. You agree that we may destroy your client file, including all electronic records, two years after termination of our relationship, and after reasonable notice to you. We may mail a copy of your file to you at your address last known to us before two years expire. You agree that "reasonable notice" means our mailing a notice of our intent to destroy your client file to you at that address.

Amy Gedney, General Manager

June 11, 2026

Page 5

I apologize for the formality of this letter, but we are required by California law to provide you this information in writing. We must also inform you that we currently maintain professional liability insurance coverage.

Please review the foregoing and, if it meets with your approval, execute it and return it to me. If you have any questions, please feel free to call me at the direct-dial number above. Thank you for the opportunity to represent you!

Very truly yours,



Gary B. Bell

GBB:saw

On behalf of the River Pines Public Utility District, I agree to retain Colantuono, Highsmith & Whatley, PC to provide legal services as set forth above.

Signature

Date: _____, 2026

By: _____

Title: _____

RESOLUTION NO. 2026-*

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVER PINES PUBLIC UTILITY DISTRICT AUTHORIZING EXECUTION OF A LEGAL SERVICES AGREEMENT WITH COLANTUONO, HIGHSMITH & WHATLEY, PC FOR GENERAL COUNSEL SERVICES

WHEREAS, the River Pines Public Utility District (“District”) requires ongoing legal counsel to advise the Board of Directors and District staff regarding governance, regulatory compliance, public contracting, employment matters, utility operations, and other legal matters affecting the District; and

WHEREAS, Colantuono, Highsmith & Whatley, PC (“CHW”) has provided legal services to the District and possesses significant experience representing California public agencies and special districts; and

WHEREAS, CHW has submitted an updated Legal Services Agreement dated June 11, 2026, establishing the terms and conditions under which legal services will be provided to the District; and

WHEREAS, the agreement supersedes the prior engagement agreement dated February 24, 2020, and establishes negotiated rate caps of \$285 per hour for general legal services, \$375 per hour for litigation-related attorney services, and \$200 per hour for paralegal and legal assistant services; and

WHEREAS, the Board of Directors finds that retaining qualified legal counsel is necessary and in the best interests of the District and its ratepayers.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the River Pines Public Utility District as follows:

Section 1. The Board hereby approves the Legal Services Agreement between the River Pines Public Utility District and Colantuono, Highsmith & Whatley, PC dated June 11, 2026.

Section 2. The Board Chairperson is authorized to execute the agreement on behalf of the District.

Section 3. The General Manager is authorized to take all actions necessary to implement and administer the agreement and to approve routine invoices for services rendered pursuant to the District’s adopted budget and financial policies.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of Directors of the River Pines Public Utility District at a meeting held on the 30th day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cathy Landgraf, Chairperson,
Board of Directors River Pines Public Utility District

ATTEST:

Amy Gedney, General Manager
River Pines Public Utility District

RESOLUTION NO. 2026-___

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVER PINES PUBLIC UTILITY DISTRICT ESTABLISHING THE REGULAR MEETING DATE AND TIME OF THE BOARD OF DIRECTORS

WHEREAS, the River Pines Public Utility District (RPPUD) is authorized to establish the time and place of its regular meetings pursuant to California law; and

WHEREAS, the Board of Directors finds it in the best interest of the District and the public to revise the regular meeting schedule to improve administrative efficiency and public accessibility; and

WHEREAS, notice of regular meetings shall continue to be provided in accordance with the Ralph M. Brown Act (Government Code Section 54950 et seq.).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the River Pines Public Utility District as follows:

Section 1. The regular meetings of the Board of Directors shall be held on the FOURTH WEDNESDAY of each month.

Section 2. Regular meetings shall commence at 6:00 p.m., unless otherwise established by future Board action.

Section 3. Meetings shall be held at the River Pines Public Utility District office, or at such other location as may be identified in the posted agenda in compliance with applicable law.

Section 4. Any prior resolutions, policies, or portions thereof that conflict with this Resolution are hereby superseded to the extent of such conflict.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Board Chair

ATTEST:

Amy Gedney, General Manager/District Secretary



River Pines Public Utility District



22900 Canyon Avenue, P.O. Box 70, River Pines, CA. 95675
(209) 245-6723

www.riverpinespod.org

MEETING DATE: JUNE 30, 2026

TO: BOARD OF DIRECTORS

FROM: AMY GEDNEY, GENERAL MANAGER

RE: APPROVAL OF DWSRF FUNDING AGREEMENT AMENDMENT NO. 1

RECOMMENDATION

1. *Adopt Resolution 2026- * Approving Amendment no. 1 to the Drinking Water State Revolving Fund Agreement no. d2202029 for the water storage and distribution rehabilitation project.*
2. *Adopt Resolution 2026- * Authorizing the Award of Contract for The River Pines Public Utility District Water System Improvement Project*

BACKGROUND

The State Water Resources Control Board has issued Amendment No. 1 to the Drinking Water State Revolving Fund (DWSRF) Agreement for the Water Storage and Distribution Rehabilitation Project. The amendment updates the project budget, schedule, and funding authorization to reflect current construction costs and implementation timelines. The project includes replacement of aging water mains, installation of pressure reducing stations, fire hydrants, SCADA improvements, and construction of a new 225,000-gallon water storage tank.

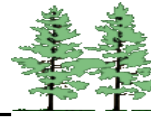
SUMMARY OF AMENDMENT

- Total Project Funding increased from \$7,574,250 to \$10,350,000.
- Principal Forgiveness increased to \$10,350,000.
- Construction Completion Date extended to December 31, 2028.
- Final Reimbursement Request deadline extended to June 30, 2029.
- Project records retention period extended through December 31, 2064.
- Award bid to Maguire Hester.

The amendment provides approximately \$2.78 million in additional project funding while maintaining full principal forgiveness.



River Pines Public Utility District



22900 Canyon Avenue, P.O. Box 70, River Pines, CA. 95675
(209) 245-6723

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FISCAL IMPACT

Approved Project Budget:

- Construction Contract (McGuire and Hester): \$7,847,195
- Change Order Contingency: \$946,078
- Easements/Property Acquisition: \$25,000
- Soft Costs, Engineering, Administration: \$1,531,727
- Total Project Budget: \$10,350,000

The agreement remains fully forgivable and does not create a repayment obligation for the District.

CASH FLOW ANALYSIS AND RISKS

Although the project is fully forgivable, the District should carefully monitor cash flow throughout construction.

1. State Retention

The State Water Board may retain up to 10% of project funding until project completion. This could temporarily delay reimbursement of approximately \$1.035 million.

2. Reimbursement Timing

The project operates on a reimbursement basis. The District must incur costs, submit reimbursement requests, and await State processing before receiving funds. Construction invoices may need to be paid prior to reimbursement.

3. Change Order Exposure

The approved contingency is \$946,078. Costs exceeding approved funding levels may become the responsibility of the District unless additional State funding is secured.

4. Construction Cost Escalation

Unexpected field conditions, utility conflicts, or material cost increases could impact project finances if contingency funds are exhausted.

5. Administrative Compliance

Quarterly reports, reimbursement requests, and supporting documentation must be submitted timely. Failure to comply may delay reimbursements.

CONCLUSION

The amendment represents a significant accomplishment for the District. The State Water Board has recognized current construction market conditions by increasing funding and extending



River Pines Public Utility District



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project deadlines. The largest remaining risk is not project funding, but maintaining sufficient operating cash flow during construction while reimbursement requests are processed. Staff recommends continued monitoring of reserves and consideration of interim financing options if necessary.

Amendment No. 1 substantially improves the financial feasibility of the Water Storage and Distribution Rehabilitation Project by increasing available funding to \$10.35 million, extending the project schedule, and preserving 100% principal forgiveness. Approval of the amendment is recommended.

RESOLUTION 2026-*

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVER PINES
PUBLIC UTILITY DISTRICT APPROVING AMENDMENT NO. 1 TO
DRINKING WATER STATE REVOLVING FUND AGREEMENT NO. D2202029
FOR THE WATER STORAGE AND DISTRIBUTION REHABILITATION
PROJECT**

WHEREAS, the River Pines Public Utility District ("District") is the recipient of Drinking Water State Revolving Fund financial assistance for the Water Storage and Distribution Rehabilitation Project; and

WHEREAS, the State Water Resources Control Board has offered Amendment No. 1 to Agreement No. D2202029, increasing total project funding from \$7,574,250 to \$10,350,000 and extending the project schedule; and

WHEREAS, the amended agreement provides 100 percent principal forgiveness and does not create a repayment obligation for the District; and

WHEREAS, the Board of Directors finds that execution of Amendment No. 1 is in the best interests of the District and its ratepayers and will assist in the completion of critical water system infrastructure improvements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the River Pines Public Utility District:

1. Approves Amendment No. 1 to Drinking Water State Revolving Fund Agreement No. D2202029.
2. Authorizes the General Manager to execute Amendment No. 1 and all associated agreements, certifications, reimbursement requests, reports, and related project documents.
3. Authorizes the General Manager to take all actions necessary to implement the Project in accordance with the terms of the amended funding agreement.
4. Directs staff to maintain compliance with all reporting, reimbursement, and project administration requirements of the State Water Resources Control Board.

PASSED AND ADOPTED by the Board of Directors of the River Pines Public Utility District at a regular meeting held on _____, 2026.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the River Pines Public Utility District at a regular meeting held on _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:



State Water Resources Control Board

June 18, 2026

River Pines Public Utility District
Attn: Amy Gedney – Interim General Manager
PO Box 70
River Pines, CA 95675

Agreement Number: D2202029-A1
Project Number: 0310006-002C

Please review, and if appropriate, electronically sign the signature page of the amended Agreement via Adobe Sign no later than thirty (30) calendar days from the date of this letter. Once electronically signed, the Agreement will be routed automatically to the next signer. You will automatically receive a copy of the fully executed Agreement via Adobe Sign once the final signer has signed. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board (State Water Board).

For the amended Funding Agreement to be executed by the State Water Board, the signature page **must be signed and returned electronically.**

Please note that all projects receiving funding must comply with all applicable implementing guidelines and regulations adopted by the California Department of Industrial Relations (DIR), regarding state prevailing wage requirements. You must contact DIR for guidance on how to comply. Information can be found at: <http://www.dir.ca.gov/lcp.asp>.

Additional Compliance Requirements:

Davis Bacon Compliance:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/davisbacon.shtml

Disadvantaged Business Enterprise (DBE)
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/dbe_compliance_guidelines_instructions.pdf

We strive to provide superior service to our recipients and would appreciate your feedback on the application process. Please assist us in completing a 5-minute Customer Satisfaction Survey at <https://www.surveymonkey.com/s/DWSRFsatisfaction> so we can continue to improve on our service and process. Your comments are valuable to the success of the DWSRF Program. Thank you for your time and we look forward to continuing to work with you.

David Bruglia may be contacted at (916) 449-5640 or David.Bruglia@waterboards.ca.gov.

Enclosures

E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR

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



DRINKING WATER CONSTRUCTION LOAN

AGREEMENT NO. D2202029

by and between

RIVER PINES PUBLIC UTILITY DISTRICT ("Recipient")

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

WATER STORAGE AND DISTRIBUTION REHABILITATION PROJECT
0310006-002C ("Project")

-
- Section 116760 et seq. of the Health and Safety Code and State Water Board Resolution Nos. 2023-0021 and 2019-0065.

AMENDMENT NO. 1

PROJECT FUNDING AMOUNT: ~~\$7,574,250.00~~ **\$10,350,000**
PRINCIPAL FORGIVENESS COMPONENT: ~~\$7,574,250.00~~ **\$10,350,000**
ESTIMATED REASONABLE PROJECT COST: ~~\$7,574,250.00~~ **\$10,350,000**

ELIGIBLE WORK START DATE: AUGUST 1, 2019
ELIGIBLE CONSTRUCTION START DATE: DATE OF EXECUTION OF THIS AGREEMENT
CONSTRUCTION COMPLETION DATE: ~~JUNE 30, 2025~~ **DECEMBER 31, 2028**
FINAL REIMBURSEMENT REQUEST DATE: ~~DECEMBER 31, 2025~~ **JUNE 30, 2029**
RECORDS RETENTION END DATE: ~~JUNE 30, 2064~~ **DECEMBER 31, 2064**

This Agreement executed by the State Water Board on November 22, 2023, is hereby amended and restated, to revise the cover page, agreement, and Exhibits A and B (deletions shown as stricken and revisions bold and underlined). Except as noted herein all other terms and conditions shall remain the same. Please note, page numbers may have changed.

Amendment No. 1

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
 - EXHIBIT B – SPECIFIC FUNDING PROVISIONS
 - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - EXHIBIT D – SPECIAL CONDITIONS

2. The following documents are also incorporated by reference, as well as any documents incorporated by reference in Exhibit D:
 - the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient;
 - the Drinking Water System Permit No. 01-10-16P-002;
 - the Davis-Bacon requirements found at:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/2021_dwsrf_governmental_entities.pdf

3. Party Contacts during the term of this Agreement are:

State Water Board		River Pines Public Utility District	
Section:	Division of Financial Assistance		
Name:	Oscar Guerrero, Project Manager	Name:	Candi Bingham Amy Gedney , Interim General Manager
Address:	1001 I Street, 16 th Floor	Address:	PO Box 70
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	River Pines, CA 95675
Phone:	(916) 445-9243	Phone:	(209) 245-6723
Fax:		Fax:	
Email:	oscar.guerrero@waterboards.ca.gov	Email:	rppud@riverpinespud.org agedney@riverpinespud.org

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division’s Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board’s counsel dated on or after the date that the Recipient signs this Agreement.

5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

Amendment No. 1

- (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
 - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
 - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement **Amendment** has been executed by the parties hereto.

RIVER PINES PUBLIC UTILITY DISTRICT:

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Amy Gedney
Title: Interim General Manager

By: _____
Name: Michael Downey
Title: Acting Deputy Director
Division of Financial Assistance

Date: _____

Date: _____

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 25 years. The funding under this Agreement shall be used for the purpose of meeting storage capacity requirements per California Waterworks Standards and replace leaking and non-compliant segments of pipeline.

A.2 SCOPE OF WORK.

The Recipient agrees to do the following: replace existing ¾-inch to 4-inch galvanized, polyvinyl chloride, polyethylene, asbestos cement, and copper pipeline with approximately 12,130 linear feet of 6-inch and 8-inch new Polyvinyl chloride (PVC) pipeline or Ductile Iron Pipe (DIP). The existing ¾-inch to 4-inch pipelines will be abandoned and destroyed per County standards. Additionally, the Recipient agrees to construct pressure relief stations, installing fire hydrants, demolishing the underground concrete tank and replacing with a new 225,000-gallon tank, moving meter boxes, and connecting Supervisory Control and Data Acquisition (SCADA) system to the existing wells.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient shall comply with the requirements below or with any modified requirements approved by the Division and by the USEPA.

(a) Investing in America Emblem: The Recipient shall ensure that a professionally prepared sign is placed at construction sites supported in whole or in part by this Agreement displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. The Recipient shall ensure compliance with the guidelines and design specifications provided by the USEPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

(b) Logos. The Recipient shall include the following logos on the signage in addition to the official Investing in America emblem using the customizable sign template at the link provided in section (a).



(c) Procuring Signs: Consistent with section 6002 of the Resource Conservation and Recovery Act, 42 U.S.C. 6962, and 2 CFR 200.323, Recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an eligible cost under this Agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, Recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or USEPA logo or seal) into the appropriate non-English language(s). The costs of such translation are eligible, provided the costs are reasonable.

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the “Estimated Due Date” column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to Project Completion. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications		December 31, 2023 <u>Complete</u>
2.	Final Budget Approval Package		March 31, 2024 <u>Complete</u>
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		June 30, 2025 <u>August 31, 2028</u>
3.	Project Completion Report		October 31, 2025 <u>March 1, 2029</u>
4.	As Needed Reports		TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	December 31, 2025 <u>June 30, 2029</u>	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

The Division may require corrective work to be performed prior to Project Completion. The State Water Board is not obligated to reimburse corrective work under this Agreement.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

Amendment No. 1

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 PROJECT COMPLETION REPORT.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.7 SPECIAL REPORTS.

The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.8 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

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

The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient’s failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

~~Estimated budget costs are contained in the Summary Project Cost Table below:~~

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$6,507,500	\$6,507,500
Pre-Purchased Material/Equipment	\$0	\$0
Real Property or Easement Acquisition	\$16,000	\$16,000
Change Order Contingency	\$650,750	\$650,750
Force Account	\$0	\$0
Allowances (Soft Costs)	\$250,000	\$250,000
Permitting Costs	\$75,000	\$75,000
Amador County Public Works – Inspection Costs	\$75,000	\$75,000
TOTAL	\$7,574,250	\$7,574,250

The Division’s Final Budget Approval and related Form 259 and Form 260 will documents ~~a mere~~ **the** detailed budget of eligible Project Costs and Project funding amounts.

Whereas the Division has approved the final budget form submitted by the Recipient, the Final Budget Approval is incorporated as set forth herein:

Table 1: Approved Construction Bid Amount

CONTRACTOR	AMOUNT BID	APPROVED COSTS
<u>McGuire and Hester</u>	<u>\$7,847,195</u>	<u>\$7,847,195</u>

1 - BUDGET

Table 2: Approved Final Project Budget

PROJECT COST TABLE	
<u>TYPE OF WORK</u>	<u>APPROVED BUDGET</u>
<u>A. Construction</u>	
<u>McGuire and Hester</u>	<u>\$7,847,195</u>
<u>B. Pre-Purchased Material / Equipment</u>	<u>\$0</u>
<u>C. Real Property / Easement Acquisition</u>	<u>\$25,000</u>
<u>D. Change Order Contingency</u>	<u>\$946,078</u>
<u>E. Force Account</u>	<u>\$0</u>
<u>F. Allowances (Soft Costs)</u>	<u>\$1,531,727</u>
<u>TOTAL (A+B+C+D+E+F)</u>	<u>\$10,350,000</u>

2 - PROJECT ELIGIBILITY DETERMINATION

The eligibility determinations and conditions of approval identified below are based on the review of:

- **Stamped and Signed Final Plans and Specifications (P&S) for the Project received July 15, 2025, dated May, 2025;**
- **Addenda Nos. 1, 2, 3, and 4, issued June 7, 2025, June 25, 2025, July 1, 2025, and August 5, 2025, respectively.**

The eligibility determination for the bid items shown in the schedule of values provided by the Recipient are as follows:

Table 3: Eligibility Determination Agreement:

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility</u>
<u>1</u>	<u>Mobilization, Bonds and Insurance</u>	<u>100%</u>
<u>2</u>	<u>Erosion Control and Environmental Protection Measures</u>	<u>100%</u>
<u>3</u>	<u>Trench Safety and Shoring</u>	<u>100%</u>
<u>4</u>	<u>Clearing and Grubbing</u>	<u>100%</u>
<u>5</u>	<u>Construct 4-inch Diameter Water Supply Line</u>	<u>100%</u>
<u>6</u>	<u>Construct 6-inch Diameter Water Mains</u>	<u>100%</u>
<u>7</u>	<u>Construct 8-inch Diameter Water Mains</u>	<u>100%</u>
<u>8</u>	<u>Furnish and Install Fire Hydrants, Fire Hydrant Leads and Fire Hydrant Isolation Valves and Valve Boxes</u>	<u>100%</u>
<u>9</u>	<u>Furnish and Install Resilient Wedge Gate Valve and Valve Boxes</u>	<u>100%</u>
<u>10</u>	<u>Furnish and Install Combination Air and Vacuum Relief Valves and Valve Boxes</u>	<u>100%</u>
<u>11</u>	<u>Circle Avenue Tank Site Excavation</u>	<u>100%</u>
<u>12</u>	<u>Circle Avenue Tank Site Embankment</u>	<u>100%</u>
<u>13</u>	<u>Construct 225,000 Gallon Capacity Circle Avenue Reinforced Concrete Tank Improvements Including Tank Foundation, Tank Inlet, Outlet, Drain, Overflow Piping Tank Ladders and Tank Appurtenances</u>	<u>100%</u>

Amendment No. 1

<u>Bid Item</u>	<u>Description</u>	<u>Percent Eligibility</u>
<u>14</u>	<u>Construct Circle Avenue Tank Site Improvements Including Fencing, Gate, Pavement Surfacing, and Subsurface Drainage Facilities</u>	<u>100%</u>
<u>15</u>	<u>Furnish and Install Circle Avenue Tank Site Electrical and Instrumentation Improvements Include Level Transmitter, Transmitter Cable and Site Lighting Antenna Mast, Antenna Conduit and Pad; Extend Electrical Service to New Circle Avenue Tank Site from Existing Circle Avenue Tank Site</u>	<u>100%</u>
<u>16</u>	<u>Complete Demolition of Existing Circle Avenue Tank and Chlorine Contact Basin</u>	<u>100%</u>
<u>17</u>	<u>Furnish and Install Asphalt Concrete Pavement</u>	<u>100%</u>
<u>18</u>	<u>Furnish and Install Aggregate Base Surfacing</u>	<u>100%</u>
<u>19</u>	<u>Raise Manholes to Finish Grade</u>	<u>100%</u>
<u>20</u>	<u>Raise Valve Boxes to Finish Grade</u>	<u>100%</u>
<u>21</u>	<u>Raise Sanitary Sewer Cleanouts to Finish Grade</u>	<u>100%</u>
<u>22</u>	<u>Furnish and Install Water Meter Boxes and Water Meter Appurtenances in Place; Remove Existing Meter and Meter B</u>	<u>100%</u>
<u>23</u>	<u>Connect New Water Service Line to Water Main; Furnish and Install Water Service Line, Meter Box and Meter Appurtenances</u>	<u>100%</u>
<u>24</u>	<u>Connect New Water Service Line to Existing Water Service Line</u>	<u>100%</u>
<u>25</u>	<u>Furnish and Install New Water Service Meters</u>	<u>100%</u>
<u>26</u>	<u>Furnish and Install Water Quality Sampling Stations</u>	<u>100%</u>
<u>27</u>	<u>Furnish and Install Level Transmitter Cable and Conduit, and Pull Boxes from Circle Avenue Tank Site to Well 2/Well 3R</u>	<u>100%</u>
<u>28</u>	<u>Complete Connection of New Level Transmitter Cable and Flow Meter Cable to Well 2/Well 3R Pump Control Panel, Complete Reprogramming of Existing Well 2/Well 3R PLC</u>	<u>100%</u>
<u>29</u>	<u>Complete and Test Tank Level Control, Flow Meter and Well Pump Operating System</u>	<u>100%</u>
<u>A-1</u>	<u>Furnish and Install Pressure Reducing Station Valves, Piping, Appurtenances, Vaults and Covers</u>	<u>100%</u>
<u>A-2</u>	<u>Furnish and Install Magnetic Flow Meter and flow Meter Vault at Circle Avenue Tank Site</u>	<u>100%</u>

Bid items as shown in the schedule of values provided by the Recipient

Eligibility Determination Conditions of Approval

1. **Necessary insurance directly related to the construction contract and extending throughout the period of the construction contract will be eligible for DWSRF financing. This includes builder risk insurance, public liability insurance, fire, and Project specific insurance.**
2. **Earthquake insurance and "Act of God" insurance are ineligible for funding.**
3. **Asphalt pavement, corresponding improvements, and excavation and refill materials due to trenching are limited to replacement of the trench width plus one foot on each side of the trench disturbed due to the construction work of the subject contract only. Full lane width paving or slurry seal is eligible only if required by ordinance or code.**
4. **The cost of local permits and licenses other than those issued by the Recipient are eligible for DWSRF financing.**
5. **The approved change order contingency may not be increased above the approved contingency shown in Table 2. Any unclaimed construction or allowance costs may also be used towards approved construction change orders. The change order approval may not: (1) increase the maximum amount of the financing agreement based on Table 2: Approved**

Construction Budget, (2) increase the term of the financing agreement, or (3) result in a substantial change in the Project scope.

6. **Review of the P&S by the Division is conducted to determine eligibility and administrative compliance with the Policy. Issuance of the FBA does not relieve the Recipient and the design engineer of their legal liability for the adequacy of the design.**

Reasonable indirect costs may be allowable upon approval by the Division.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the ~~Summary Project Cost Table~~ **budget** at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the ~~Summary Project Cost Table as well as the detailed budget~~ at the time of Recipient's submittal of its final claim. Any line item adjustments to the ~~Summary Project Cost Table~~ **budget** that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in ~~both the Summary Project Cost Table and the detailed budget~~ must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under this Agreement.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.

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5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient must not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS

(a) Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:

- Work Completion
- Work Completion Date

Each capitalized term used in this Agreement has the following meaning:

- "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
- "District Office" means District Office of the Division of Drinking Water of the State Water Board.
- "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
- "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
- "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project, unless the Division has given its approval for such non-operation;
 - c) Reserved.
 - d) Reserved.
- "Final Budget Approval (FBA)" means the Division-approved final budget for the Project, as set forth in Exhibit B.
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances

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on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

- "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Policy" means the State Water Board's "Policy for Implementing the Drinking Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the River Pines Public Utility District, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or Material Obligations, except as set forth in this paragraph.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized.

The Recipient possesses all water rights necessary for this Project.

D.3 ACKNOWLEDGEMENTS

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

- “Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

D.4 RATES, FEES, AND CHARGES

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

D.5 RESERVED.

D.6 RESERVED.

D.7 SPECIAL CONDITIONS

1. Technical:

- a. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division's Project Manager.
- b. The Recipient shall submit its professional engineering services contract(s) to the Division for approval prior to disbursement of funds for costs incurred under such contract(s).
- c. The Recipient shall submit a supplemental legal opinion satisfactory to the State Water Board's counsel that the Recipient has sufficient property rights in the Project property for the purposes contemplated under this Agreement prior to disbursement of any Project Funds for construction costs.
- d. No construction costs may be reimbursed under this Agreement until the Recipient has provided evidence satisfactory to the Division that the Recipient has obtained the necessary property for the storage tank for the purposes contemplated in this Agreement.
- e. Prior to the Construction Completion Date, the Recipient shall demonstrate that necessary Technical, Managerial, and Financial (TMF) elements Nos. 10. Organization, and 11. Emergency Response Plan, have been met to the satisfaction of the Division. The Division may require the Recipient to return all amounts disbursed under this Agreement if it fails to satisfy this condition. The Division may retain an amount equal to ten percent (10%) of the Project Funding Amount until the Recipient satisfies this condition. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon submittal.

2. Environmental:

- a. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:

- i. The Mitigation Monitoring and Reporting Program adopted by the River Pines Public Utility District on March 28, 2018 for the Project. The Recipient shall implement all mitigation measures therein.
 - b. The Recipient shall make no changes in the Project, construction area, or special conditions, without obtaining the appropriate and necessary prior approval(s) from the State Water Board.
 - c. In the Recipient's Progress Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
 - d. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
3. Financial:
 - a. The Recipient shall submit 2024 Audited Financial Statements **for the fiscal years ended June 30, 2022, 2023, 2024, 2025 and 2026** by December 31, ~~2024~~**2027**, for review by the Division. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its preparation of their 2024 audited financials.

D.8 FUNDS RELATED TO CONTAMINATION

(a) As a condition precedent to this Agreement and prior to any disbursement, the Recipient shall (i) notify the Division of any demands made by the Recipient against third parties for monetary damages, reimbursement of costs, or other relief, including litigation, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP); and (ii) unless waived by the Division, notify and provide to the Division copies of any agreements with third parties (e.g., settlement agreements, consent agreements, etc.) or court or administrative orders arising out of litigation or disputes related to contamination of the drinking water associated with the Project.

(b) After execution of this Agreement, the Recipient shall notify the Division promptly of the new occurrence of any matters requiring notice under paragraph (a), above. Upon request, the Recipient shall promptly provide information and copies of documents as requested by the Division.

(c) The Recipient shall place all funds received after the date of this Agreement under any order or agreement described in paragraphs (a)(ii) and (b), above, into a restricted account to be used either for a capital improvement project that addresses the contamination, or for operation and maintenance of treatment or remediation of the contamination. Alternatively, upon consent of the Division, the funds received after the date of this Agreement under any such order or agreement shall be used as match funding for the Project or held in a restricted reserve account to support the financial capacity of the System.

(d) The amount of this Agreement may be reduced, and/or disbursements withheld, to offset amounts received under any contamination-related order or agreement described in paragraphs (a)(ii) or (b), above, to avoid double recovery. Noncompliance with paragraphs (a), (b), or (c) above shall be an Event of Default.

D.9 APPOINTMENT OF RECEIVER OR CUSTODIAN

Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a

receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.

D.10 RETURN OF FUNDS

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.11 RESERVED.

D.12 RESERVED.

D.13 OPERATION AND MAINTENANCE

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

D.14 INSURANCE

The Recipient will procure and maintain or cause to be maintained insurance on the System/Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System/Project) as are usually covered in connection with systems similar to the System/Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System/Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System/Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System/Project must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

D.15 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the

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Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

D.16 NOTICE

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- (a) Within 24 hours, the Recipient must notify the Party Contacts by phone and by email, and also notify the Division by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) Reserved.
- (c) The Recipient must notify the Division and Party Contacts promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;
 - v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
 - vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
 - vii. Consideration of dissolution, or disincorporation;
 - viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
 - ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the

proposed change has been provided to the Division and the Division has given written approval for the change;

- xii. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xiii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xiv. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xv. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xvi. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xvii. Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- xviii. The award of the prime construction contract for the Project; and the initiation of construction of the Project; and
- xviii. Completion of Construction, and Project Completion.

D.17 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in an administrative action by the State Water Board and/or referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

D.18 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided

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to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.19 EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

D.20 STATE CROSS-CUTTERS

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

D.21 DAMAGES FOR BREACH OF FEDERAL CONDITIONS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

D.22 ACCESS AND INSPECTION.

In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection

Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.

D.23 FINANCIAL MANAGEMENT SYSTEMS.

The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

D.24 FEDERAL CROSS-CUTTERS

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- ii. The Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in this Agreement. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in all construction contracts and subcontracts.
- iii. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- iv. The Recipient shall comply with applicable USEPA general terms and conditions found at <http://www.epa.gov/ogd>.
- v. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award management, to the State Water Board.
- vi. Reserved.
- vii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the

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Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.

- viii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- ix. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- x. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- xi. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Acknowledgment statement set forth in Exhibit D.
- xii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xiii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- xiv. The Recipient certifies to the best of its knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursement under this Agreement.

- xv. The Recipient must comply with the following federal non-discrimination requirements:
- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing.
 - f. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech.
 - g. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

- xvi. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- xvii. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- xviii. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- xix. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xx. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- xxi. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- xxii. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxiii. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

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have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

- xxiv. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- xxv. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the USEPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in USEPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- xxvi. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- xxvii. The Recipient certifies that no Project Funds will be used on:
- a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - b. Telecommunications or video surveillance services produced by such entities;
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

- xxviii. The Recipient agrees to ensure that if the Project includes lead service line replacement, each lead service line replaced using Project Funds must be replaced in its entirety, unless the remaining portion of that service line has already been replaced or is concurrently being replaced with another funding source.

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D.25 NON-EXCLUSIVE REMEDIES FOR NON-COMPLIANCE WITH FEDERAL REQUIREMENTS.

In addition to any other remedies by the State Water Board as may be set forth elsewhere in this Agreement, in the event that Recipient fails to comply with any Federal statutes, regulations, or the terms and conditions of a Federal award, including this subaward, the State Water Board may, in its discretion:

- (1) impose any conditions described in 2 CFR section 200.207;
- (2) temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Recipient;
- (3) Disallow (that is, deny both use of funds and any applicable Match Contribution credit toward) all or part of the cost of any activity or action not in compliance;
- (4) Wholly or partly suspend or terminate the Federal subaward;
- (5) Recommend suspension or debarment proceedings be initiated by the USEPA as authorized under 2 CFR part 180;
- (6) Withhold further Federal awards for the project or program; and
- (7) Take other remedies that may be legally available.

RESOLUTION NO. 2026-*

**AUTHORIZATION TO AWARD CONTRACT FOR THE
RIVER PINES PUBLIC UTILITY DISTRICT
WATER SYSTEM IMPROVEMENT PROJECT
(SRF FUNDED PROJECT)**

WHEREAS, the District initiated a public notice on May 30, 2025, with the plan room to encourage competitive bidding of the Project; and

WHEREAS, the District, in conjunction with their Engineer, KASL Consulting Engineers conducted a mandatory pre-bid meeting on June 17, 2025, and then issued four (4) Addendums to all prospective bidders in attendance at the mandatory pre-bid meeting; and

WHEREAS, two (2) sealed bids were opened on August 7, 2025, and the bid amounts were read aloud in public to all those present; and

WHEREAS, KASL Engineering reviewed the responsiveness of all bids and found the bid from McGuire and Hester to be the lowest price and responsive; and

WHEREAS, based on the recommendation of KASL Engineering, the District intends to Award the contract to McGuire and Hester as the lowest responsive bidder; and

WHEREAS, the Award of said Contract will be officially set forth with a formal Notice-of-Award signed by the District.

NOW THEREFORE, BE IT RESOLVED:

The District awards the contract for the Project to McGuire and Hester in the amount of \$7,847,195 (Seven Million, Eight Hundred Forty-Seven Thousand, One Hundred Ninety-Five Dollars and Zero Cents), and authorizes Matt Ospital, P.E., Project Manager, to issue a formal Notice of Award.

ON A MOTION by _____, and seconded by _____, the foregoing Resolution _____ was duly passed and adopted by the River Pines Public Utility District Board of the County of Amador, State of California this 30th day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

By: _____
Cathy Landgraf, Chairperson

ATTEST:

Amy Gedney, General Manager



STAFF REPORT

MEETING DATE: June 30, 2026
TO: Board of Directors
FROM: Jodi Steneck
SUBJECT: Audit Update

RECOMMENDATION:

For information.

BACKGROUND:

The Fiscal Year 2020–21 financial audit and subsequent years have not been completed. Audits are typically completed within 9 months after the fiscal year end. The prior administration did not complete these audits and therefore they are extremely past due. A forensic audit was completed by an outside accounting agency which has determined that a significant amount of fraudulent activity has occurred.

DISCUSSION:

FY 2020-2021

Completion of the 2020-2021 audit has been affected by the District’s ongoing effort to reconstruct financial records and verify historical transactions associated with previously identified fraudulent activity. Staff is preparing to begin preliminary audit work for Fiscal Year 2020-21 during the week of July 6, 2026. Auditors have assembled an audit requirements list and a Dropbox for submitting materials. We have started adding items requested in the Dropbox. We anticipate that this will be a relatively short timeline and anticipate starting the next one quickly thereafter.

Although the 2019–2020 audit was completed, the QuickBooks data does not correspond with the audit. During the process of making corrections in QuickBooks so that it conforms to the audit, the bank balances, accumulated depreciation, and fixed assets on the Balance Sheet report will remain unbalanced until those corrections can be addressed in future audits.

Another concern is that there are no records for Fiscal Year 2020–21 in storage or at the office, so we do not have the supporting documentation required by the auditors. We are meeting with them next week to discuss this issue.

Financial Recovery and Reconstruction Efforts

Staff completed a detailed review comparing the forensic audit to QuickBooks entries and bank statements. This work covered July 1, 2020 to December 31, 2024. Corrections identified during the review have been entered into QuickBooks, with care taken to ensure bank accounts remained balanced. These updates are completed from July 1, 2020 to December 31, 2024.

As we review and update the corrections in QuickBooks, we are encountering issues with reconciled bank transactions that were not posted to the bank account. And expenses on the bank statements that are not in QuickBooks.

Staff will work additional hours during the audit period to retrieve invoices, deposits, timesheets and other documentation needed by auditors.



River Pines Public Utility District



22900 Canyon Avenue, P.O. Box 70, River Pines, CA. 95675
(209) 245-6723
www.riverpinespod.org

MEETING DATE: JUNE 30, 2026

TO: BOARD OF DIRECTORS

FROM: AMY GEDNEY, GENERAL MANAGER

RE: FISCAL YEAR 2026-2027 OPERATING BUDGET

RECOMMENDATION

Adopt Resolution 2026-* Adopting the Fiscal Year 2026-27 Budget as presented.

BACKGROUND

The Fiscal Year 2026-27 Budget has been prepared to provide for ongoing operation, maintenance, administration, regulatory compliance, and capital improvements.

BUDGET SUMMARY

Projected Revenues: \$647,397

Projected Expenditures: \$572,200

Projected Surplus: \$75,197

FISCAL OUTLOOK

The proposed budget is balanced and prioritizes operational stability, regulatory compliance, reserve restoration, infrastructure maintenance, and financial accountability.

FISCAL IMPACT

Adoption of the budget authorizes expenditures totaling \$572,200 and projects revenues of \$647,397, resulting in a projected surplus of \$75,197.

RIVER PINES PUBLIC UTILITY DISTRICT

FY 2026-27 BUDGET MESSAGE

GENERAL MANAGER'S BUDGET MESSAGE

The Fiscal Year 2026-27 Budget represents a significant milestone in the District's recovery and rebuilding efforts following the discovery of extensive financial fraud committed against the District over multiple years.

Since assuming management of the District, staff, the Board of Directors, and our professional consultants have undertaken a comprehensive review of the District's financial records, operational practices, contracts, and internal controls. That review revealed that District funds had been improperly diverted through fraudulent payroll transactions, unauthorized expenditures, and manipulated financial reporting. The financial impact to the District is currently estimated to exceed \$700,000, with ongoing review indicating the total loss may be substantially higher.

The effects of this misconduct extended beyond the direct loss of public funds. Financial records required reconstruction, audits were delayed, vendor balances required verification, and operational decisions were made using information that was later determined to be inaccurate.

Among the accomplishments achieved during the past year:

- Past-due obligations owed to Amador Water Agency were brought current.
- Completion of a Proposition 218 vote.
- Financial records were reconstructed and reconciled.
 - Independent forensic auditing services were completed and provided to law enforcement.
 - Annual audit work resumed after significant delays.
 - District expenditures were reviewed line-by-line and unnecessary costs were reduced or eliminated.
 - Banking, accounting, payroll, purchasing, and approval procedures were strengthened.
 - Multiple levels of financial oversight and review were implemented.
 - Board financial reporting was expanded to improve transparency and accountability.
 - Administrative policies and internal control procedures are being updated and formalized.

The proposed Fiscal Year 2026-27 Budget reflects a conservative and responsible financial approach. The budget prioritizes core water and wastewater operations, regulatory compliance, infrastructure maintenance, and continued financial accountability.

This budget has been developed with the understanding that every dollar entrusted to the District belongs to the ratepayers. District staff and the Board remain committed to protecting those resources through strong internal controls, transparent reporting, and responsible stewardship of public funds.

While significant work remains ahead, the District has made substantial progress toward restoring financial stability and public trust.

This next fiscal year, we anticipate starting Phase 1 of our Distribution Project. This is a grant funded capital project and is not currently reflected in the Budget. Once we receive the Agreement, we will prepare a Budget Amendment.

With this highly anticipated Distribution Project, it is anticipated that our operating expenses will decrease with less loss from the system resulting in reduced electrical costs.

CONCLUSION:

The Fiscal Year 2026-27 Budget represents more than an annual financial plan; it reflects the District's commitment to recovery, accountability, and responsible stewardship of public resources.

Over the past year, the District has confronted the significant challenges created by years of financial misconduct, including the reconstruction of financial records, completion of a forensic audit, repayment of outstanding obligations, implementation of enhanced internal controls, and restoration of financial oversight practices. While the impacts of the fraud continue to require staff time and financial resources, substantial progress has been made toward restoring the District's financial stability and public trust.

The proposed budget balances the need to maintain reliable water and wastewater services with the responsibility to protect ratepayer funds, strengthen reserves, and address future infrastructure needs. It reflects a disciplined approach to spending, continued investment in compliance and operational integrity, and a commitment to transparency in all District operations.

District staff and the Board of Directors recognize that the funds entrusted to the District belong to the community we serve. This budget demonstrates our commitment to

ensuring those funds are managed responsibly, safeguarded through strong financial controls, and used to provide safe, reliable utility services for the residents of River Pines.

With the adoption of the Fiscal Year 2026-27 Budget, the District is positioned to continue its recovery efforts, maintain essential services, and build a stronger and more financially resilient organization for the future.

River Pines Public Utility District
Profit and Loss by Class
July 1, 2025-June 9, 2026

	1 General Fund	2 Water	3 Sewer	4 Capital Water	Not specified	Total
Income						
40100 Amador County Auditor's Warrant						
40125 Secured Taxes	41,166.69					41,166.69
40140 Unsecured Appointment	460.32					460.32
Total for 40100 Amador County Auditor's Warrant	41,627.01	\$0.00	\$0.00	\$0.00	\$0.00	\$41,627.01
40200 Base Fee Income	\$0.00					\$0.00
40215 Maintenance Fees		12,315.00				12,315.00
40220 Sewer			250,424.06			250,424.06
40225 Voluntary Lock-Off		4,042.50			52.50	4,095.00
40230 Water		201,710.58	-513.10			201,197.48
Total for 40200 Base Fee Income	\$0.00	218,068.08	249,910.96	\$0.00	52.50	\$468,031.54
40234 Cell Tower Income	2,770.90					2,770.90
40235 Grant Reimbursement				31,844.00		31,844.00
40245 Dividends Income	181.50					181.50
40280 Services		396.21				396.21
40300 Interest Income	2.77	11.21	2.07			16.05
40400 Town Hall Rental	120.00					120.00
40600 Variable Income						
40625 Door Hanger Fee		770.00				770.00
40630 Late Fees		2,803.09	2,760.64			5,563.73
40640 Reconnection Fee		600.00				600.00
40650 Service Connection Fee		32.88	32.87			65.75
40660 Water - Usage		45,645.85				45,645.85
Total for 40600 Variable Income	\$0.00	49,851.82	2,793.51	\$0.00	\$0.00	\$52,645.33
49900 Uncategorized Income	991.00					991.00
Total for Income	45,693.18	268,327.32	252,706.54	31,844.00	52.50	\$598,623.54
Gross Profit	45,693.18	268,327.32	252,706.54	31,844.00	52.50	\$598,623.54
Expenses						
60000 Advertising and Promotion		131.06	131.06			262.12
60399 Bank Charges						
60400 Bank Service Charges		24.00				24.00
60404 Loan Service Charge		45.00				45.00
Total for 60399 Bank Charges	\$0.00	69.00	\$0.00	\$0.00	\$0.00	\$69.00
61050 Contracted Expenses						
61055 Manager		25,278.00	25,277.94			50,555.94
Total for 61050 Contracted Expenses	\$0.00	25,278.00	25,277.94	\$0.00	\$0.00	\$50,555.94
63025 Reimbursements		111.56	120.15			231.71
63300 Insurance Expense						
63310 Insurance - Property/Liability		1,647.74	1,647.73			3,295.47
63315 Worker's Compensation		509.43	509.43			1,018.86
Total for 63300 Insurance Expense	\$0.00	2,157.17	2,157.16	\$0.00	\$0.00	\$4,314.33
64000 Sewer Expenses						
64005 Amador Water Agency			100,126.04			100,126.04
64033 Electricity - Sewer			58,346.44			58,346.44
64035 Emergency Services			19.77			19.77
64052 Permit/Fees			355.92			355.92
64054 Repairs/Maintenance			2,219.33			2,219.33
64056 SCADA Service		150.00	3,572.03			3,722.03
64058 Sewage - Pump Service			910.00			910.00
64060 Sewer - Parts/Supplies			11,336.58			11,336.58
64068 Telephone - Sewer			1,025.36			1,025.36
Total for 64000 Sewer Expenses	\$0.00	150.00	187,244.88	\$0.00	\$0.00	\$187,394.88
64200 Town Hall Expenses						
64204 Landscape/Cleanup		431.45	431.46			862.91
64208 Supplies		20.40	20.39			40.79
Total for 64200 Town Hall Expenses	\$0.00	451.85	451.85	\$0.00	\$0.00	\$903.70

	1 General Fund	2 Water	3 Sewer	4 Capital Water	Not specified	Total
64900 Administration Expenses						
64901 Computer and Internet Expenses		205.00	205.00			410.00
64902 Admin Cost - Tax Roll		314.68	314.69			629.37
64904 Filing Fees		67.50	67.50			135.00
64906 Maintenance/Improvements		300.00	300.00			600.00
64908 Postage/Shipping		156.00	156.00			312.00
64911 Software		3,163.88	3,163.84			6,327.72
64912 State Fees		6.00	6.00			12.00
64913 Supplies		394.56	394.52			789.08
64914 Training		1.00				1.00
64915 Website Service		992.50	992.50			1,985.00
Total for 64900 Administration Expenses	\$0.00	5,601.12	5,600.05	\$0.00	\$0.00	\$11,201.17
65000 Water Expenses						
65005 Amador Water Agency		192,009.41				192,009.41
65032 Chlorine		4,706.78				4,706.78
65038 Electricity - Water		21,737.30				21,737.30
65040 Emergency Services		19.77				19.77
65046 Permit Fees		9,722.46				9,722.46
65050 SCADA Service		1,350.00				1,350.00
65056 Telephone - Water		64.39				64.39
65060 Water Testing		9,612.00				9,612.00
Total for 65000 Water Expenses	\$0.00	239,222.11	\$0.00	\$0.00	\$0.00	\$239,222.11
66000 Payroll Expenses						
66005 Wages		14,231.25	14,231.25		\$0.00	28,462.50
66010 Taxes		1,368.40	1,369.03		-0.05	2,737.38
Total for 66000 Payroll Expenses	\$0.00	15,599.65	15,600.28	\$0.00	-0.05	\$31,199.88
66700 Professional Fees						
66701 Accounting		1,804.67	1,804.68			3,609.35
66702 Attorney/Legal Expenses		3,552.50	3,552.50			7,105.00
66703 Audits - External		2,480.00	2,280.00			4,760.00
66703 Audits - External		15,903.60	15,903.60			31,807.20
66704 I.T. Services		1,142.50	1,127.50			2,270.00
66706 Security Service/Maintenance			15.00			15.00
Total for 66700 Professional Fees	\$0.00	24,883.27	24,683.28	\$0.00	\$0.00	\$49,566.55
68600 Utilities						
68602 Telephone - Office		940.51	940.51			1,881.02
68604 Disposal		305.99	306.04			612.03
68606 Electricity - Office		83.11	94.63			177.74
68608 Electricity - Town Hall		69.42	57.92			127.34
68610 Electricity - Street Lights		462.86	462.81			925.67
Total for 68600 Utilities	\$0.00	1,861.89	1,861.91	\$0.00	\$0.00	\$3,723.80
Total for Expenses	\$0.00	315,516.68	263,128.56	\$0.00	-0.05	\$578,645.19
Net Operating Income	45,693.18	-47,189.36	-10,422.02	31,844.00	52.55	\$19,978.35
Other Income						
42005 Late Fee Income					4,021.42	4,021.42
Total for Other Income	\$0.00	\$0.00	\$0.00	\$0.00	4,021.42	\$4,021.42
Other Expenses						
51000 Distribution Project				25,268.85		25,268.85
53000 Monitor Wells - Sewer			4,947.50			4,947.50
59900 Reconciliation Discrepancies-1		203.30	50.96			254.26
Total for Other Expenses	\$0.00	203.30	4,998.46	25,268.85	\$0.00	\$30,470.61
Net Other Income	\$0.00	-203.30	-4,998.46	-25,268.85	4,021.42	-\$26,449.19
Net Income	45,693.18	-47,392.66	-15,420.48	6,575.15	4,073.97	-\$6,470.84

Accrual Basis Tuesday, June 09, 2026 01:04 PM GMT-07:00

RESOLUTION NO. 2026-*

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVER PINES PUBLIC UTILITY DISTRICT ADOPTING THE FISCAL YEAR 2026-2027 BUDGET AND AFFIRMING THE DISTRICT'S COMMITMENT TO FINANCIAL ACCOUNTABILITY, TRANSPARENCY, AND RESPONSIBLE STEWARDSHIP OF PUBLIC FUNDS

WHEREAS, the River Pines Public Utility District ("District") is responsible for providing safe, reliable, and financially sustainable water and wastewater services to the residents of River Pines; and

WHEREAS, California law and sound public administration require the District to adopt an annual budget establishing the financial plan for District operations, maintenance, regulatory compliance, capital improvements, and public services; and

WHEREAS, during the past year the District continued its recovery from extensive financial fraud and misconduct that resulted in the loss of substantial public funds, disruption of financial records, delayed audits, and significant impacts to District operations; and

WHEREAS, District staff, professional consultants, and the Board of Directors have undertaken extensive efforts to reconstruct financial records, complete forensic investigations, strengthen internal controls, improve financial oversight, and restore public confidence in the District's operations; and

WHEREAS, the District has successfully resumed annual audit activities, completed a Proposition 218 process, repaid outstanding obligations owed to the Amador Water Agency, implemented enhanced financial controls, and increased transparency through expanded financial reporting and oversight; and

WHEREAS, the proposed Fiscal Year 2026-2027 Budget reflects a conservative and responsible financial plan that prioritizes operational stability, regulatory compliance, infrastructure maintenance, reserve restoration, and protection of ratepayer resources; and

WHEREAS, the Board of Directors recognizes that all District revenues are public funds entrusted to the District by its ratepayers and taxpayers and affirms its commitment to ensuring those funds are protected, accounted for, and used solely for authorized public purposes; and

WHEREAS, the Board of Directors has reviewed the Fiscal Year 2026-2027 Budget and finds that adoption of the budget is in the best interests of the District and the community it serves.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the River Pines Public Utility District does hereby:

Section 1. Adopt the Fiscal Year 2026-2027 Budget attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Direct the General Manager to administer District operations in accordance with the adopted budget and to implement such actions as may be necessary to carry out the objectives contained therein.

Section 3. Reaffirm the District’s commitment to transparency, financial accountability, independent oversight, and responsible stewardship of public resources.

Section 4. Direct staff to continue implementation of strengthened financial controls, administrative procedures, audit practices, and internal safeguards designed to protect District assets and prevent future misuse of public funds.

Section 5. Declare the Board’s continued commitment to restoring and maintaining the confidence of District ratepayers through open governance, responsible financial management, and prudent investment in essential water and wastewater infrastructure.

Section 6. Authorize the General Manager to make non-substantive budget adjustments necessary for day-to-day administration, provided that expenditures remain within appropriations approved by the Board.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Directors of the River Pines Public Utility District at a regular meeting held on June 30, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cathy Landgraf, President Board of Directors

ATTEST:

Amy Gedney, General Manager/Secretary River Pines Public Utility District

**River Pines Public Utility District
26-27 Budget**

	1 General Fund	2 Water	3 Sewer	4 Capital Water	Not specified	Total
Revenue						
40100 Amador County Auditor's Warrant						
40125 Secured Taxes	\$ 42,000.00					\$ 42,000.00
40140 Unsecured Appointment	\$ 460.00					\$ 460.00
Total for 40100 Amador County Auditor's Warrant	\$ 42,460.00	\$ -	\$ -	\$ -	\$ -	\$ 42,460.00
40200 Base Fee Income						\$ -
40215 Maintenance Fees				\$ 12,315.00		\$ 12,315.00
40220 Sewer			\$265,000.00			\$265,000.00
40225 Voluntary Lock-Off		\$ 4,000.00			\$ 52.50	\$ 4,052.50
40230 Water		\$225,000.00				\$225,000.00
Total for 40200 Base Fee Income	\$ -	\$229,000.00	\$265,000.00	\$ 12,315.00	\$ 52.50	\$506,367.50
Variable Income						
40234 Cell Tower Income	\$ 6,000.00					\$ 6,000.00
40235 Grant Reimbursement						\$ -
40245 Dividends Income	\$ 181.50					\$ 181.50
40280 Services		\$ 396.21				\$ 396.21
40300 Interest Income	\$ 2.77	\$ 11.21	\$ 2.07			\$ 16.05
40400 Town Hall Rental	\$ 120.00					\$ 120.00
40600 Variable Income						
40625 Door Hanger Fee		\$ 770.00				\$ 770.00
40630 Late Fees		\$ 2,800.00	\$ 2,800.00			\$ 5,600.00
40640 Reconnection Fee		\$ 600.00				\$ 600.00
40650 Service Connection Fee		\$ 32.88	\$ 32.87			\$ 65.75
40660 Water - Usage		\$ 48,000.00				\$ 48,000.00
Total for 40600 Variable Income	\$ 6,304.27	\$ 52,610.30	\$ 2,834.94	\$ -	\$ -	\$ 61,749.51
49900 Uncategorized Income	\$ 991.00	\$ -	\$ -	\$ -	\$ -	\$ 991.00
Other Income						
42005 Late Fee Income					\$ 4,021.42	\$ 4,021.42
Total for Other Income	\$ -	\$ -	\$ -	\$ -	\$ 4,021.42	\$ 4,021.42
Total for Income	\$ 49,755.27	\$281,610.30	\$267,834.94	\$ 12,315.00	\$ 4,073.92	\$615,589.43
Expenses						
60000 Advertising and Promotion		\$ 150.00	\$ 150.00			\$ 300.00
60399 Bank Charges						
60400 Bank Service Charges						\$ -
60404 Loan Service Charge		\$ 45.00				\$ 45.00
Total for 60399 Bank Charges	\$ -	\$ 195.00	\$ 150.00	\$ -	\$ -	\$ 345.00
61050 Contracted Expenses						
61055 Manager		\$ 26,075.00	\$ 26,075.00			\$ 52,150.00
Total for 61050 Contracted Expenses	\$ -	\$ 26,075.00	\$ 26,075.00	\$ -	\$ -	\$ 52,150.00
						\$ -
63300 Insurance Expense						
63310 Insurance - Director/Liability		\$ 1,200.00	\$ 1,200.00			\$ 2,400.00
63310 Insurance - Property/Liability		\$ 1,800.00	\$ 1,800.00			\$ 3,600.00
63315 Worker's Compensation		\$ 600.00	\$ 600.00			\$ 1,200.00
Total for 63300 Insurance Expense	\$ -	\$ 3,600.00	\$ 3,600.00	\$ -	\$ -	\$ 7,200.00
64000 Sewer Expenses						
64005 Amador Water Agency			\$ 90,000.00			\$ 90,000.00
64033 Electricity - Sewer			\$ 62,000.00			\$ 62,000.00
64035 Emergency Services			\$ 250.00			\$ 250.00
64052 Permit/Fees			\$ 500.00			\$ 500.00
64054 Repairs/Maintenance			\$ 5,000.00			\$ 5,000.00
64056 SCADA Service			\$ 4,200.00			\$ 4,200.00
64058 Sewage - Pump Service			\$ 2,500.00			\$ 2,500.00
64060 Sewer - Parts/Supplies			\$ 10,000.00			\$ 10,000.00
64068 Telephone - Sewer			\$ 1,200.00			\$ 1,200.00

**River Pines Public Utility District
26-27 Budget**

	1 General Fund	2 Water	3 Sewer	4 Capital Water	Not specified	Total
Total for 64000 Sewer Expenses	\$ -	\$ -	\$175,650.00	\$ -	\$ -	\$175,650.00
64200 Town Hall Expenses						
64204 Landscape/Cleanup	\$ 1,500.00	\$ 200.00	\$ 800.00			\$ 2,500.00
64208 Supplies	\$ 200.00	\$ 150.00	\$ 150.00			\$ 500.00
Total for 64200 Town Hall Expenses	\$ 1,700.00	\$ 350.00	\$ 950.00	\$ -	\$ -	\$ 3,000.00
64900 Administration Expenses						
64901 Computer and Internet Expenses		\$ 205.00	\$ 205.00			\$ 410.00
64902 Admin Cost - Tax Roll		\$ 500.00	\$ 500.00			\$ 1,000.00
64904 Filing Fees		\$ 150.00	\$ 150.00			\$ 300.00
64906 Maintenance/Improvements		\$ 500.00	\$ 500.00			\$ 1,000.00
64908 Postage/Shipping		\$ 150.00	\$ 150.00			\$ 300.00
64911 Software		\$ 2,500.00	\$ 2,500.00			\$ 5,000.00
64912 State Fees		\$ 150.00	\$ 150.00			\$ 300.00
64913 Supplies		\$ 500.00	\$ 500.00			\$ 1,000.00
64914 Training		\$ -	\$ -			\$ -
64915 Website Service		\$ 1,500.00	\$ 1,500.00			\$ 3,000.00
Total for 64900 Administration Expenses	\$ -	\$ 6,155.00	\$ 6,155.00	\$ -	\$ -	\$ 12,310.00
65000 Water Expenses						
65005 Amador Water Agency		\$144,000.00				\$144,000.00
65032 Chlorine		\$ 5,000.00				\$ 5,000.00
65038 Electricity - Water		\$ 22,000.00				\$ 22,000.00
65040 Emergency Services		\$ 19.77				\$ 19.77
65046 Permit Fees		\$ 10,000.00				\$ 10,000.00
65050 SCADA Service		\$ 1,350.00				\$ 1,350.00
65056 Telephone - Water		\$ 64.39				\$ 64.39
65060 Water Testing		\$ 10,000.00				\$ 10,000.00
Total for 65000 Water Expenses	\$ -	\$192,434.16	\$ -	\$ -	\$ -	\$192,434.16
66000 Payroll Expenses						
66005 Wages		\$ 16,000.00	\$ 16,000.00		\$ -	\$ 32,000.00
66010 Taxes		\$ 1,400.00	\$ 1,400.00		\$ -	\$ 2,800.00
Total for 66000 Payroll Expenses	\$ -	\$ 17,400.00	\$ 17,400.00	\$ -	\$ -	\$ 34,800.00
66700 Professional Fees						
66701 Accounting		\$ 7,500.00	\$ 7,500.00			\$ 15,000.00
66702 Attorney/Legal Expenses		\$ 10,000.00	\$ 10,000.00			\$ 20,000.00
66703 Audits - External		\$ 10,000.00	\$ 10,000.00			\$ 20,000.00
66704 I.T. Services		\$ 2,500.00	\$ 2,500.00			\$ 5,000.00
66706 Security Service/Maintenance						\$ -
Total for 66700 Professional Fees	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 60,000.00
68600 Utilities						
68602 Telephone - Office		\$ 940.51	\$ 940.51			\$ 1,881.02
68604 Disposal		\$ 305.99	\$ 306.04			\$ 612.03
68606 Electricity - Office		\$ 200.00	\$ 200.00			\$ 400.00
68608 Electricity - Town Hall		\$ 80.00	\$ 80.00			\$ 160.00
68610 Electricity - Street Lights	\$ 1,200.00					\$ 1,200.00
Total for 68600 Utilities	\$ 1,200.00	\$ 1,526.50	\$ 1,526.55	\$ -	\$ -	\$ 4,253.05
Other Expenses						
51000 Distribution Project				\$ -		\$ -
53000 Monitor Wells - Sewer			\$ 5,200.00			\$ 5,200.00
59900 Reconciliation Discrepancies-1		\$ 500.00	\$ 500.00			\$ 1,000.00
Total for Other Expenses	\$ -	\$ 500.00	\$ 5,700.00	\$ -	\$ -	\$ 6,200.00
TOTAL REVENUE	\$ 49,755.27	\$281,610.30	\$267,834.94	\$ 12,315.00	\$ 4,073.92	\$615,589.43
TOTAL EXPENSE	\$ 2,900.00	\$278,235.66	\$267,206.55	\$ -	\$ -	\$548,342.21
<i>difference</i>	\$ 46,855.27	\$ 3,374.64	\$ 628.39	\$ 12,315.00	\$ 4,073.92	\$ 67,247.22

June CLAIMS

payments made online

Company Name	Invoice Number	General	Sewer	Water	Total Amount
Vendor Codes <i>Monthly Ongoing</i>					
66703 *QuickBooks					\$ -
66703 *Google	June		\$ 105.60	\$ 105.60	\$ 211.20
64915 *Streamline	June		\$ 84.50	\$ 84.50	\$ 169.00
64911 *RingCentral			\$ 28.88	\$ 28.88	\$ 57.76
68602 Direct TV	June		\$ 12.10	\$ 12.11	\$ 24.21
68604 Republic (Trash)	June		\$ 35.17	\$ 35.18	\$ 70.35
66704 Mission IT	4920		\$ 45.00	\$ 45.00	\$ 90.00
65060 Cal Lab				\$ 694.00	\$ 694.00
64033 *Pg & E- 6002 (Sewer)			\$ -		\$ -
65038 *Pg & E- 4137 (Well 2 & 3)	June			\$ 808.52	\$ 808.52
65038 *Pg & E- 4549 (Well 6r)	May/June			\$ 2,998.15	\$ 2,998.15
68600 *Pg & E- 4062-7 (Street Lights)			\$ -	\$ -	\$ -
68606 *Pg & E- 2032 (Town Hall)	June		\$ 23.73	\$ 23.73	\$ 47.46
64005 Amador Water Agency	7263		\$ 11,028.01	\$ 18,554.97	\$ 29,582.98
64056 Brent Stewart	4006		\$ 350.00	\$ 150.00	\$ 500.00
66700 Colantuono	71121		\$ -	\$ 640.00	\$ 640.00
66700 Acct, Bookkeeping, & Consulting	202605		\$ 2,847.50	\$ 2,847.50	\$ 5,695.00
65056, 64068 Ooma	222244		\$ 32.17	\$ 32.17	\$ 64.34
					\$ -
As Needed					\$ -
65032 *Sierra Chemical			\$ -		\$ -
51000 Kasl	26128			\$ 462.00	\$ 462.00
64054 Kamps					\$ -
65038 Hunt & Sons					\$ -
53000 NV5			\$ -	\$ -	\$ -
63310 Levitt (insurance)					\$ -
64040 Shendoah Excavation					\$ -
64058 Sweet Pea			\$ -		\$ -
60000 Ledger Dispatch					\$ -
64000 Valin					\$ -
64204 Dustin Meyer Landscape	June	\$ 400.00			\$ 400.00
64060 Gold Country Hauling	June		\$ 300.00		\$ 300.00
64913 Staples	June Office		\$ 268.12	\$ 268.13	\$ 536.25
64908 USPS	June		\$ 79.56	\$ 79.56	\$ 159.12
n/a Safeguard Pest			\$ -	\$ -	\$ -
Wilkenson Portapotty			\$ 77.54		\$ 77.54
64060 BayCity	331556/332274		\$ 2,824.71		\$ 2,824.71
Amador County (Tax)			\$ -	\$ -	\$ -
					\$ -
Annual					\$ -
64052 Amador Air District					\$ -
CalPers					\$ -
64911 Carbonite (every 2 years)					\$ -
65046 California Tax & Fee				\$ -	\$ -
PDF			\$ -	\$ -	\$ -
66703 Weaver					\$ -
65046 StateWater Board					\$ -
StateWater Board (Loan Repayment)					\$ -
65046, 64052 USAN					\$ -
64035, 64040 Amador Fire Protection					\$ -
CV Salts			\$ 216.20	\$ 216.20	\$ 432.40
					\$ -
Total Amount			\$ 18,358.79	\$ 28,086.20	\$ 46,444.99