

June 12, 2020
Sacramento, California

In Compliance with CA Executive Orders N-25-20 and N-29-20 the Board of Trustees of the American River Flood Control District met in regular session at 11:00 a.m. on Friday, June 12, 2020 by teleconference. In attendance were Trustee Shah, Trustee Johns Trustee Holloway, Trustee L'Ecluse and Trustee Vander Werf (joined at 11:19 a.m.). Trustee Shah presided. Also present from the District were General Manager (GM) Tim Kerr, Superintendent Ross Kawamura, Field Supervisor Scott Webb, Legal Counsel David Aladjem, Legal Counsel Julia Jenness and Office Manager Malane Chapman. Two members of the public were present.

The meeting was called to order at 11:00 a.m. Roll call was taken and a quorum was present.

Item No. 1 Public Comments on Non-Agenda Items: No public comment on non-agenda items.

Item No. 2 Approval of Consent Agenda Items: On a motion by Trustee Holloway seconded by Trustee Johns, the Board unanimously approved items 2a) Minutes of Regular Meeting on May 8, 2020, 2b) Approval of Report of Investment Transactions April 2020 (City Pool, LAIF, River City) and Treasurer's Certification, 2c) District Financial Reports: Statement of Operations (May 2020) and Cash Flow Report and 2e) Correspondence: None.

Roll Call Vote:

Trustee Shah:	AYE
Trustee Johns:	AYE
Trustee Vander Werf:	AYE
Trustee L'Ecluse:	AYE
Trustee Holloway:	AYE

Item No. 2d Finance Committee Recommendations: Annual Review of Credit Card Policy, Reserve Fund Policy and Investment Policy: Trustee Shah explained minor changes to credit card company and policy. On a motion by Trustee Shah seconded by Trustee Holloway, the Board unanimously approved the credit card policy, reserve fund policy and investment policy.

Roll Call Vote:

Trustee Shah:	AYE
Trustee Johns:	AYE
Trustee Vander Werf:	AYE
Trustee L'Ecluse:	AYE
Trustee Holloway:	AYE

Item No. 3 Accounts Payable and General Fund Expenses (May 2020): On a motion by Trustee Holloway seconded by Trustee L'Ecluse, the Board unanimously approved payments on the Schedule of Accounts Payable (May 2020) of \$72,782.15 and General Fund Expenses of \$318,173.17 (total aggregate sum \$390,955.32).

Roll Call Vote:

Trustee Shah:	AYE
Trustee Johns:	AYE
Trustee Vander Werf:	AYE
Trustee L'Ecluse:	AYE
Trustee Holloway:	AYE

Item No. 4 Closed Session: Conference with Legal Counsel – Personnel: Government Code 54957 – District Pay Ranges: The Board elected not to go into closed session.

Item No. 5 Resolution 2020-03: District Pay Ranges: Following explanation by GM Kerr and on a motion by Trustee Holloway seconded by Trustee L'Ecluse the Board passed the resolution.

Roll Call Vote:

Trustee Shah:	AYE
Trustee Johns:	AYE
Trustee Vander Werf:	AYE
Trustee L'Ecluse:	AYE
Trustee Holloway:	AYE

Item No. 6 Resolution 2020-04: Transfer of Funds from District Operations Fund to Retiree Health Benefits Reserve Funds: On a motion by Trustee Johns seconded by Trustee Vander Werf, the Board unanimously approved the transfer of \$72,000 from District Operations Fund into the Retiree Health Benefits Reserve Fund.

Roll Call Vote:

Trustee Shah:	AYE
Trustee Johns:	AYE
Trustee Vander Werf:	AYE
Trustee L'Ecluse:	AYE
Trustee Holloway:	AYE

Item No. 7 Finance Committee Recommendations: a) District Budget FY 2020-21 and b) District 5-year Budget Projection: GM Kerr discussed the District roof repair, election costs, OSHA training, Trustee training and equipment purchase cost-share with State grant. Trustee Shah explained the 5-year projections. On a motion by Trustee L'Ecluse seconded by Trustee Vander Werf, the Board unanimously approved the fiscal year 2020-2021 budget and District 5-year budget projections.

Roll Call Vote:

Trustee Shah: AYE
 Trustee Johns: AYE
 Trustee Vander Werf: AYE
 Trustee L'Ecluse: AYE
 Trustee Holloway: AYE

*Item No. 8 Administrative Staff Reports:*a) *General Manager Tim Kerr reported on the following:*

- General Manager's May Meeting Summary: Assembly Bill 1958 Conference Call meeting was discussed;
- District Headquarters Roof Repair/Replacement Update: Advertisement ran May 27, 2020 through June 9, Pre-bid job walk will be June 10:00 a.m., Open bids on July 2 at 2:00 p.m.;
- Rusty Duck Pipe Removal Completion
- City Pipe Inspection Memorandum of Understanding
- US Army Corps of Engineers: Lower American River Erosion Repairs
- Hydrologic Conditions: Folsom Lake 81% of capacity with an outflow 2,879 cfs. The gauge at the I Street Bridge shows a water surface elevation of 6.1 feet above sea level;
- Next Board Meeting is scheduled for July 10, 2020.

b) *Legal Counsel David Aladjem reported the process for the bid opening.*c) *Office Manager Malane Chapman:*

- 2020 Election: Nomination period, July 13 through August 7, signatures are due August 7, 2020. Candidates are encouraged to file their candidacy papers in-person by appointment at the Voter Registration and Elections Office. Estimated cost is \$1,250 to be paid when statement is filed.

*Item No. 9 Operations and Maintenance Staff Reports:*a) *Superintendent Ross Kawamura reported on:*

- Crew activities including rodent abatement, mowing, trimming, fence replacement, mechanical work and safety training.

Item No. 10 Questions and Comments by Trustees: Trustee L'Ecluse asked if the District had adequate cleaning materials and masks.

Item No. 11 Adjourn: There being no further business requiring action by the Board, the meeting was adjourned by Trustee Shah at 12:06 p.m.

Attest:

Secretary_____
President

**American River Flood Control District
Staff Report**

Investment Transactions Summary; May 2020

LAIF:

- There were no transactions in this account during the month of May.

City Pool A

- Accrued Interest Receivable for the month of May was \$13,507.74.
- As of May 31, 2020, the balance of Interest Receivable in this account was \$181,481.11

Interest Receivable is accrued and transferred to the Cash Balance at the discretion of the City.

River City Bank Money Market:

- On May 8, 2020 a transfer was sent to River City Bank Checking in the amount of \$266,660.58.
- On May 31, 2020 a monthly interest payment was deposited in the amount of \$109.98.

River City Bank Checking:

- On May 8, 2020 a transfer was received from River City Bank Money Market in the amount of \$266,660.58.
- On May 15, 2020, a deposit was received from Sacramento County for the FY 2019-20 Assessment in the amount of \$536,136.16.
- On May 27, 2020, a deposit was received from Department of Water Resources for the Deferred Maintenance Project in the amount of \$68,130.34.
- On May 31, 2020 a monthly interest payment was deposited in the amount of \$40.38.
- Total amount of Accounts Payable cleared during the month of March was \$460,662.75.

**American River Flood Control District
Investment Transaction Report
May 2020**

Item 2b

Balance and Transactions

Account		LAIF	City Pool A	River City Bank Money Market	River City Bank Checking
Beginning Balance	5/1/20	\$463,532.41	\$8,628,237.09	\$321,591.42	\$136,502.86
Transactions					
River City Bank Transfer	5/8/20			(\$266,660.58)	\$266,660.58
River City Bank Deposit	5/15/20				\$536,136.16
River City Bank Deposit	5/27/20				\$68,130.34
City Pool A Interest	5/31/20		\$13,507.74		
River City Bank Interest	5/31/20			\$109.98	\$40.38
Accounts Payable (cleared)					(\$460,662.75)
Ending Balance:	5/31/20	\$463,532.41	\$8,628,237.09	\$55,040.82	\$546,807.57

**City Pool A Interest is accrued and deposited in the account at the discretion of the City.

Interest

Date:	June 2019	Jul 2019	Aug 2019	Sep 2019
LAIF	2.43	2.38	2.34	2.28
City Pool A	2.56	2.56	2.51	2.43
River City Bank Money Market	2.23	2.20	2.18	2.14
River City Bank Checking	0.10	0.10	0.10	0.09
Date:	Oct 2019	Nov 2019	Dec 2019	Jan 2020
LAIF	2.19	2.10	2.04	1.97
City Pool A	2.41	2.41	2.21	2.17
River City Bank Money Market	2.08	1.88	1.78	1.76
River City Bank Checking	0.10	0.08	0.09	0.10
Date:	Feb 2020	Mar 2020	Apr 2020	May 2020
LAIF	1.91	1.79	1.65	1.36
City Pool A	2.18	2.22	1.97	1.81
River City Bank Money Market	1.71	1.57	1.26	1.13
River City Bank Checking	0.10	0.10	0.10	0.10

AMERICAN RIVER FLOOD CONTROL DISTRICT

MONTHLY REVIEW – MAY 2020

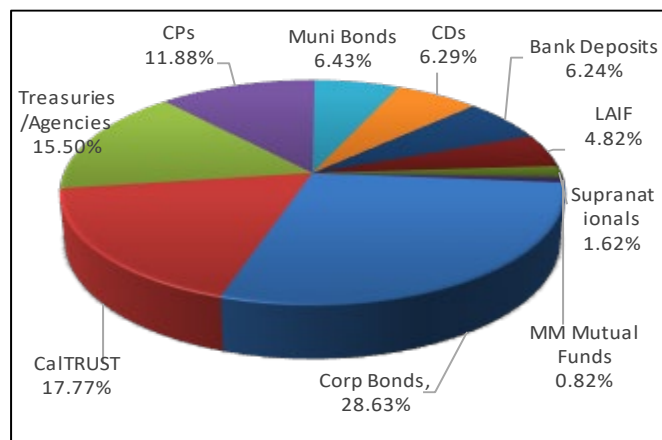
STRATEGY

The ARFCD funds are invested in the City of Sacramento’s Pool A investment fund. The Fund is invested pursuant to the objectives and requirements set forth in the City’s investment policy. The three objectives of the investment policy, in order of priority, are (1) the preservation of capital by the investment in safe instruments, (2) the liquidity needs of the City and pool participants so such parties will have access to cash when they need it, and (3) the maximizing of current income while remaining consistent with the other more important objectives. The City’s investment policy incorporates applicable provisions of state law including, among other things, the prudent person standard and California Code Section 53601 pertaining to eligible investments.

PORTFOLIO STATISTICS

Beginning Balance	8,796,210
Contributions	-
Withdrawals	-
Interest Earned	13,508
Ending Balance	8,809,718

CITY POOL A PORTFOLIO COMPOSITION



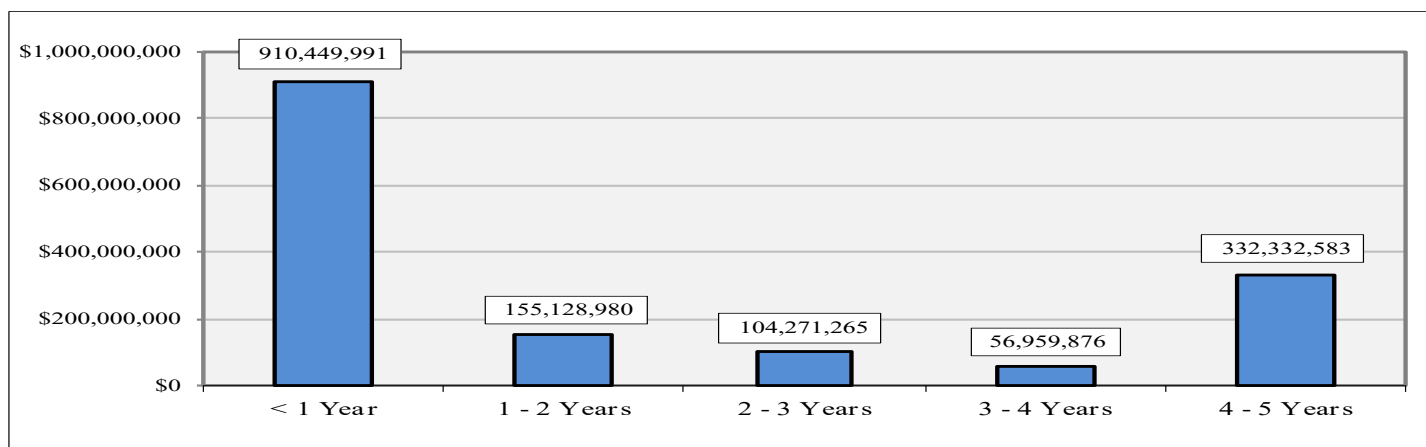
PERFORMANCE COMPARISON

City Pool A	1.81%
LAIF	1.36%
90 Day T-Bill	0.11%
Federal Funds	0.05%

Asset Type	Pct. Assets	YTM
Corp Bonds	28.63%	2.17%
CalTRUST	17.77%	0.96%
Treasuries/Agencies	15.50%	1.73%
CPs	11.88%	1.72%
Muni Bonds	6.43%	2.19%
CDs	6.29%	1.66%
Bank Deposits	6.24%	1.46%
LAIF	4.82%	1.36%
Supranationals	1.62%	2.08%
MM Mutual Funds	0.82%	0.19%

CITY POOL A MATURITY SCHEDULE

Maturity	Market Value	Pct. Holdings
< 1 Year	910,449,991	58.39%
1 - 2 Years	155,128,980	9.95%
2 - 3 Years	104,271,265	6.69%
3 - 4 Years	56,959,876	3.65%
4 - 5 Years	332,332,583	21.32%
Total	1,559,142,695	100.00%



City of Sacramento
CASH LEDGER
American River Flood Control District
From 05-01-20 To 05-31-20

All Cash Accounts

Trade Date	Settle Date	Tran Code	Quantity	Security	Amount	Cash Balance
Pool A Interest Receivable						
05-01-20				Beginning Balance		167,973.37
05-31-20	05-31-20	in		Pool A Cash	13,507.74	181,481.11
				May 2020 estimated Pool A interest		
					13,507.74	
05-31-20				Ending Balance		181,481.11
Pool A Cash						
05-01-20				Beginning Balance		8,628,237.09
05-31-20				Ending Balance		8,628,237.09

California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

June 02, 2020

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

AMERICAN RIVER FLOOD CONTROL DISTRICT

DISTRICT ENGINEER/MANAGER
165 COMMERCE CIRCLE, SUITE D
SACRAMENTO, CA 95815

[Tran Type Definitions](#)

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Account Number: 90-34-002

May 2020 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	463,532.41
Total Withdrawal:	0.00	Ending Balance:	463,532.41



River City Bank

WWW.RIVERCITYBANK.COM

PO Box 15247, Sacramento, CA 95851-0247

Return Service Requested

Item 2b



Last statement: April 30, 2020
This statement: May 31, 2020
Total days in statement period: 31

**AMERICAN RIVER FLOOD CONTROL DISTRICT
C/O ROBERT MERRITT, CPA
4000 MAGNOLIA HILLS DR
EL DORADO HILLS CA 95762-6561**

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Direct inquiries to:
916-567-2836

WE'RE UPDATING OUR DEPOSIT ACCOUNT AGREEMENT. ON JULY 1, 2020, THE FUNDS AVAILABILITY SECTION OF THE AGREEMENT WILL BE UPDATED WITH INCREASED FUNDS AVAILABILITY AMOUNTS. THIS APPLIES TO CONSUMER AND BUSINESSES. A FRAUD PREVENTION SECTION WILL ALSO BE ADDED TO THE AGREEMENT THAT APPLIES TO BUSINESS ACCOUNTS ONLY. TO REVIEW THE UPDATED AGREEMENT, PLEASE VISIT: RIVERCITYBANK.COM/UPDATES-TO-AGMTS/

Public Fund Money Market

Account number	0811100952	Beginning balance	\$321,591.42
Low balance	\$54,930.84	Total additions	109.98
Average balance	\$115,144.52	Total subtractions	266,660.58
Avg collected balance	\$115,144	Ending balance	\$55,040.82
Interest paid year to date	\$2,337.26		

DEBITS

Date	Description	Subtractions
05-08	Cash Mgmt Trsfr Dr REF 1291617L FUNDS TRANSFER TO DEP XXXXX0736 FROM APRIL EXPENSES	266,660.58

CREDITS

Date	Description	Additions
05-31	Interest Credit	109.98

AMERICAN RIVER FLOOD CONTROL DISTRICT
 May 31, 2020

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 0811100952

DAILY BALANCES

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
04-30	321,591.42	05-08	54,930.84	05-31	55,040.82

INTEREST INFORMATION

Annual percentage yield earned	1.13%
Interest-bearing days	31
Average balance for APY	\$115,144.52
Interest earned	\$109.98

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



River City Bank

WWW.RIVERCITYBANK.COM
PO Box 15247, Sacramento, CA 95851-0247
Return Service Requested

Item 2b



Last statement: April 30, 2020
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**AMERICAN RIVER FLOOD CONTROL DISTRICT
C/O ROBERT MERRITT, CPA
4000 MAGNOLIA HILLS DR
EL DORADO HILLS CA 95762-6561**

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0811090736
(57)

Direct inquiries to:
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Public Fund Interest Checking

Account number	0811090736	Beginning balance	\$136,502.86
Enclosures	57	Total additions	870,967.46
Low balance	\$80,436.79	Total subtractions	460,662.75
Average balance	\$480,237.68	Ending balance	\$546,807.57
Avg collected balance	\$478,039		

CHECKS

Number	Date	Amount	Number	Date	Amount
7517	05-08	222.86	7575	05-15	350.00
7548 *	05-06	54.48	7576	05-15	360.50
7565 *	05-07	36,885.55	7577	05-26	897.03
7566	05-01	4,244.00	7578	05-19	278.45
7567	05-07	600.00	7579	05-20	92.00
7568	05-21	29,058.05	7580	05-18	687.15
7569	05-19	28.92	7581	05-15	4,770.00
7570	05-18	683.44	7582	05-15	541.47
7571	05-18	253.94	7583	05-15	67.00
7572	05-18	300.58	7584	05-26	3,380.00
7573	05-15	1,389.06	7585	05-18	1,139.93
7574	05-18	658.59	7586	05-19	81.03

AMERICAN RIVER FLOOD CONTROL DISTRICT
May 31, 2020

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0811090736

Number	Date	Amount	Number	Date	Amount
7587	05-18	4,180.37	7603	05-20	54.38
7588	05-14	10,000.00	7604	05-22	4,367.00
7589	05-18	3,121.30	7605	05-18	1,234.23
7590	05-14	1,076.55	7606	05-18	2,988.70
7591	05-13	656.46	7607	05-18	455.16
7592	05-15	551.00	7608	05-14	984.79
7593	05-19	35,606.38	7609	05-15	823.39
7594	05-26	256.29	7610	05-18	200.00
7595	05-15	104.68	7611	05-21	203.66
7596	05-15	600.00	7612	05-15	1,120.36
7597	05-19	365.12	7613	05-19	3,350.28
7598	05-15	389.44	7614	05-18	9,072.84
7599	05-11	2,053.93	7615	05-19	914.05
7600	05-18	637.50	7616	05-26	187,783.50
7601	05-18	2,650.46			
7602	05-22	2,937.00			

* Skip in check sequence

DEBITS

Date	Description	Subtractions
05-01	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 200501 946000047	535.65
05-04	' ACH Withdrawal CALPERS 3100 100000015976305	3,194.69
05-04	' ACH Withdrawal CALPERS 1900 100000016026686	48.97
05-04	' ACH Withdrawal HEALTHEQUITY INC HealthEqui 200504	150.00
05-04	' ACH Withdrawal CALPERS 3100 100000015976334	1,844.69
05-04	' ACH Withdrawal CALPERS 1900 100000016026665	5,483.57
05-05	' ACH Withdrawal CALPERS 1900 100000016027387	3,024.47
05-14	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 200514 946000047	528.15
05-15	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 200515 946000047	32,940.99
05-15	Incoming Wire Fee 202005150045539 COUNTY OF SACRAMENSACRAMENTO CA PROPERTY TAX DISTR	15.00
05-20	' ACH Withdrawal HEALTHEQUITY INC HealthEqui 200520	152.95
05-20	' ACH Withdrawal CALPERS 1900 100000016047751	3,024.47

AMERICAN RIVER FLOOD CONTROL DISTRICT
May 31, 2020

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Date	Description	Subtractions
05-20	' ACH Withdrawal CALPERS 3100 100000016003303	1,844.69
05-20	' ACH Withdrawal CALPERS 3100 100000016003263	3,194.69
05-28	' ACH Withdrawal CALPERS 3100 100000016003325	1,676.98
05-28	' ACH Withdrawal CALPERS 3100 100000016003282	3,077.64
05-29	' ACH Withdrawal CALPERS 1900 100000016052345	2,974.52
05-29	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 200529 946000047	31,184.84
05-31	' Service Charge ADDITIONAL DEBITS	2.94

CREDITS

Date	Description	Additions
05-08	' Cash Mgmt Trsfr Cr REF 1291617L FUNDS TRANSFER FRMDEP XXXXX0952 FROM APRIL EXPENSES	266,660.58
05-15	Incoming Wire 202005150045539 COUNTY OF SACRAMENSACRAMENTO CA PROPERTY TAX DISTR	536,136.16
05-27	Deposit	68,130.34
05-31	' Interest Credit	40.38

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
04-30	136,502.86	05-11	344,820.58	05-21	717,174.59
05-01	131,723.21	05-13	344,164.12	05-22	709,870.59
05-04	121,001.29	05-14	331,574.63	05-26	517,553.77
05-05	117,976.82	05-15	823,687.90	05-27	585,684.11
05-06	117,922.34	05-18	795,423.71	05-28	580,929.49
05-07	80,436.79	05-19	754,799.48	05-29	546,770.13
05-08	346,874.51	05-20	746,436.30	05-31	546,807.57

INTEREST INFORMATION

Annual percentage yield earned	0.10%
Interest-bearing days	31
Average balance for APY	\$478,039.94
Interest earned	\$40.38

AMERICAN RIVER FLOOD CONTROL DISTRICT
May 31, 2020

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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

CERTIFICATION

The American River Flood Control District's investment portfolio [] is [is not] in compliance with the District's Financial Management Investments Plan.

The District's investment portfolio is not in compliance in the following respects:

A cash flow analysis confirms that the District [is] [is not] expected to be able to meet its expenditure requirements for the next six months.

The District's cash is insufficient to meet obligations for the next six months as a result of the following:

Attached hereto are the most recent statements of accounts of the following District accounts:

- LAIF Account, State Treasurer's Office **Dated May 2020**
- Investment Pool A Account, City of Sacramento **Dated May 2020**
- District Checking Account, River City Bank **Dated May 2020**
- District Repurchase Account, River City Bank **Dated May 2020**

Certified by: _____ Date: _____
Rachelanne Vander Werf, District Treasurer

American River Flood Control District
Statement of Operations
July 1, 2019 to June 30, 2020 (Twelve Months Ending of Fiscal 2020)
For Internal Use Only

	Year to Date July 1, 2019 to June 30, 2020	Budget	Percent of Budget
Revenues			
Benefit assessment	\$ 1,292,921	\$ 1,429,793	90.43%
Consolidated capital assessment	-	980,000	0.00%
Interest	198,773	77,267	257.25%
O & M agreements	-	231,801	0.00%
Miscellaneous	-	-	Not budgeted
Total Revenues	1,491,694	2,718,861	54.86%
M & O Expenses			
Salaries and wages	763,417	790,476	96.58%
Payroll tax expense	56,757	63,238	89.75%
Pension expense	163,957	156,542	104.74%
Compensation insurance	9,828	39,524	24.87%
Medical/dental/vision	197,170	213,378	92.40%
Fuel/oil reimbursement	30,386	35,000	86.82%
Equipment rental	18,598	20,000	92.99%
Equipment repairs/parts	80,275	45,000	178.39%
Equipment purchases (< \$5,000)	15,294	15,000	101.96%
Shop supplies	30,847	15,000	205.65%
Levee maint. (supp. & material)	10,516	20,000	52.58%
Levee maint. chemicals	25,095	15,000	167.30%
Levee maint. services	69,606	80,000	87.01%
Rodent abatement (supplies & materials)	3,394	10,000	33.94%
Employee uniforms	5,799	5,000	115.98%
Staff training	3,986	7,500	53.15%
Miscellaneous	1,125	2,000	56.25%
Small tools & equipment	3,244	7,500	43.25%
Emergency preparedness program	35,704	15,000	238.03%
Engineering services	11,093	20,000	55.47%
Environmental services/studies	-	5,000	0.00%
Encroachment remediation	-	15,000	0.00%
Urban camp cleanup	35,053	50,000	70.11%
Total M & O Expenses	1,571,144	1,645,158	95.50%
Administration Expenses			
Board of trustees compensation	7,064	7,600	92.95%
Trustee expenses	2,084	1,750	119.09%
Accounting services	13,150	20,000	65.75%
Legal services (general)	41,918	50,000	83.84%
Utilities	38,287	40,000	95.72%
Telephone	15,630	25,000	62.52%
Retiree benefits	135,068	135,000	100.05%
Office/shop/yard lease	6,600	6,000	110.00%
Office equipment/furniture	1,985	7,500	26.47%
Office supplies	-	2,000	0.00%
Auto allowance	7,091	6,600	107.44%
Parking reimbursement	-	500	0.00%
General office expense	11,826	15,000	78.84%
Technology and software	9,765	10,000	97.65%
Legislative services	-	-	Not budgeted
Dues and associations	22,500	25,000	90.00%
Property and liability insurance	19,184	30,000	63.95%
Conference/workshop/seminar	-	-	Not budgeted
Public relations/information	26,201	30,000	87.34%
Miscellaneous	9,811	5,000	196.22%
Election expense	-	-	Not budgeted
Employee morale/wellness	70	2,000	3.50%
Investment fees	13,042	20,000	65.21%
Community services	1,000	1,500	66.67%
Bookkeeping services	8,625	14,000	61.61%
Property taxes	1,752	3,000	58.40%
Building maintenance	9,865	10,000	98.65%
North Sac Yard	6,369	-	Not budgeted
County Dtech fees for DLMS	52,586	50,000	105.17%
County assessment fees (non cash)	33,898	-	Not budgeted
Interest expense	291	-	Not budgeted
Total Administration Expenses	495,662	517,450	95.79%
Special Projects Expenses			
Engineering studies/survey studies	9,506	150,000	6.34%
Levee standards compliance	23,000	25,000	92.00%
Encroachment remediation	-	-	Not budgeted
Vegetation management	-	-	Not budgeted
Small capital projects	11,927	50,000	23.85%
Total Special Project Expenses	44,433	225,000	19.75%
Capital Outlay			
Bank protection	-	-	Not budgeted
Magpie Creek	-	-	Not budgeted
Property acquisition	-	-	Not budgeted
Miscellaneous	-	-	Not budgeted
Equipment purchases (> \$5,000)	88,844	100,000	88.84%
Total Capital Outlay	88,844	100,000	88.84%
Capital Outlay: District Headquarters Build-Out			
Building improvements/maintenance	59,615	225,000	26.50%
La Riviera improvements/maintenance	139	2,000	6.95%
Total District Headquarters Build-Out	59,754	227,000	26.32%

Note: Amounts above are not audited

The above information is current through the last day of the previous month's bank activity.

Data has been verified by the bookkeeper and physical copies of checks have not been reviewed or received and some checks may not have cleared the bank account.

Cash Flow Report													
Maintenance and Operations Expens	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	TOTAL
500 - Salary/Wages	34,053.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,053.14
501 - Payroll Taxes	2,609.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,609.07
502 - Pension	10,716.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,716.56
503 - Compensation Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
504 - Medical/Dental/Vision	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
508 - Fuel/Oil	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
509 - Equipment Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510 - Equipment Purchase(< \$5000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
511 - Equipment Repair/Parts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512 - Shop Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514 - Levee Maint(Supplies&Materi	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
515 - Levee Maintenance Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516 - Employee Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
518 - Staff Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
519 - Miscellaneous O&M	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
521 - Small Tools & Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
523 - Levee Maint. (Chemicals)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
525 - Emergency Preparedness Pr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
530 - Encroachment Remediation I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
532 - Rodent Abatement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
533 - Urban Camp Cleanup	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
605 - Engineering Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
615 - Survey Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
616 - Environmental Services/Studi	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total M&O Expense	47,378.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47,378.77
Administrative Expenses	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	TOTAL
505 - Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
506 - Utility Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507 - Office/Shop Lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
513 - Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
517 - Auto Allowance	275.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	275.00
520 - Retiree Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
522 - Office Equipment/Furniture	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
526 - Mileage/Parking Reimbusem	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
527 - General Office Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
529 - Pre-funding Retiree Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
531 - Technology & Software	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
600 - Board of Trustees Compensa	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
601 - Trustee Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
602 - Accounting Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603 - Legal Fees (General)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
604 - Flood Litigation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
606 - Legislative Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
607 - Dues and Assoc. Expenes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
608 - Insurance Premiums	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
609 - Conference /Workshops/Sem	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
610 - Public Relations Information	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
611 - Election Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
612 - District Annexations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
613 - Community Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
614 - Miscellaneous Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
617 - Investment Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
618 - Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
619 - Building Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
620 - Bookkeeping Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
621 - County Assessment Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
622 - County DTech Fees for DLMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

AMERICAN RIVER FLOOD CONTROL DISTRICT
Cash Flow Report
July 2020 through June 2021

623 - Employee Morale/Wellness	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Administrative	275.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	275.00

Special Projects Expenses	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	TOTAL
702 - Engineering/Survey Studies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
703 - Encroachment Remediation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704 - Vegetation Management	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
705 - Small Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
707 - Levee Standards Compliance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Special Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Capital Outlay: Flood Control	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	TOTAL
700 - Bank Protection	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
701 - Magpie Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
706 - Property Acquisition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
709 - Equipment Purchase (> \$500)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Outlay: Flood Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Income	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	TOTAL
120 - Benefit Assessment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
122 - SAFCA CAD4	980,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	980,000.00
123 - Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
124 - O&M Agreements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
126 - Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	980,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	980,000.00

Fund Balance

District Operations Fund	Jul 20	Aug 20	Sept 20	Oct 20	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21
Beginning Balance	1,665,499.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Income	1,330,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	47,653.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,000.00
Ending Balance	2,947,845.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(72,000.00)
Capital Outlay Reserve Fund												
Beginning Balance	1,270,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	350,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	920,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retiree Health Benefit Reserve Fund												
Beginning Balance	3,552,014.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,000.00
Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	3,552,014.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,000.00
Flood Emergency Response Reserve Fund												
Beginning Balance	1,500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	1,500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Emergency Repair Reserve Fund												
Beginning Balance	1,500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	1,500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Balance	10,419,859.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

American River Flood Control District Roof Repair/Replacement Contract

Staff Report

Discussion:

The District worked with the Lionakis architectural and engineering firm to develop plans and specifications for the repair and replacement of the roof on the Headquarters facility. The work includes correcting drainage features on the existing roofing structure, adding new ventilation fixtures, and installing a new roof membrane.

The project was advertised on May 27th through June 9th. A pre-bid site visit for the contractors was held on June 17th. Bids were due at 2:00pm on Thursday July 2nd and a public bid opening was held via webcast that same day at approximately 2:00pm.

Two bids were received and are as follows:

Rua and Son Mechanical	\$327,080.00
KalerDobler Construction, Inc.	\$330,000.00

Our consultant from Lionakis, Don Mariano, reviewed the bids to confirm they are responsive and responsible. Mr. Mariano determined that the bid from Rua and Son Mechanical is the lowest responsive and responsible bid.

Recommendation:

The General Manager recommends that the Board of Trustees award the roof repair/replacement contract to Rua and Son Mechanical at the contract price of \$327,080.00.

Lionakis No. 019134
December 19, 2019

00 41 13
Bid Form
Page 1

SECTION 00 41 13

BID FORM

To: THE BOARD OF TRUSTEES
American River Flood Control District
Sacramento, California

Ladies and Gentlemen:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, transportation, equipment, services and incidentals necessary to construct, as appropriate Roof Repair/Replacement, complete including miscellaneous work shown and specified, all in strict conformance with Contract Documents prepared therefore. Bid Proposal shall include the Allowance No. 1 price of \$10,000.00, the Allowance No. 2 price of \$2,500.00, and all applicable taxes. Refer to Section 01 21 00 for Allowances.

BASE BID: Three Hundred Twenty Seven Thousand Eighty
Dollars (\$ 327,080.00).

BID SECURITY: Enclosed is bid security in the amount of ten percent of the BASE BID made payable to the Owner. It is agreed by the undersigned that said amount shall be retained by the Owner as liquidated damages provided undersigned fails to execute the Construction Agreement included hereinafter, and furnish necessary bonds and insurance as specified within ten days after written notice by Owner of acceptance of the proposal.

ADDENDA: The undersigned agrees that all addenda received and acknowledged herein shall become a part of and included in this proposal. The proposal includes the following addenda:

Addendum No. _____ dated _____ Addendum No. _____ dated _____
Addendum No. _____ dated _____ Addendum No. _____ dated _____

CONTRACTOR PAYMENTS: The undersigned agrees to the schedule of payments and payment retention as described under Article 9 of the Supplementary Conditions.

LIQUIDATED DAMAGES: The undersigned agrees that in case all of the work called for under the Contract, in all parts and requirements, is not finished or completed within the Contract time set forth in this Proposal, unless a delay is authorized in writing by the Owner, damage will be sustained by the Owner. It is further agreed by the undersigned that it is impractical to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason for such delay. The undersigned, therefore, agrees to pay the Owner the sum of Five Hundred Dollars (\$500.00) per calendar day that the work remains uncompleted or unaccepted by the Owner. The undersigned agrees to pay said liquidated damages as herein provided and, in the event such damages are not paid, agrees that the Owner may deduct the amount thereof from any monies due or that may become due the undersigned.

SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California as last amended, subcontractors will perform the portion of the work indicated on the Designation of Subcontractors Form attached at the end of this Section. Where no subcontractor is listed for any portion of the work listed hereunder, the undersigned represents that he is competent, experienced and equipped to do that segregated portion of the work and that it will not be subcontracted.

RESPONSIBILITY

The undersigned has thoroughly examined the site and existing conditions where the work is to be constructed, is familiar with the Drawings, Specifications and other Contract Documents pertaining thereto and hereby certifies that this Proposal is genuine and not collusive (see attached "Non-Collusion Affidavit"), and that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

Name of Firm RUA & SON MECHANICAL, INC
(Corporation, Partnership, etc.)

Type of Firm CORPORATION

Address 4265 Duluth Ave.
Rocklin CA. 95765

I declare that the firm has License No. 816570 with an Expiration Date of 1/31/21.

Executed at Rocklin California.

Signatures: [Signature]

Dated this 2 day of July 2020

MERCHANTS BONDING COMPANY (MUTUAL) 6700 WESTOWN PARKWAY, WEST DES MOINES, IA
PHONE: 800-678-8171 FAX: 515-243-3854

**BID BOND
PUBLIC WORK**

Bond No. MBC00808

KNOW ALL PERSONS BY THESE PRESENTS:

That Rua & Son Mechanical, Inc.

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to American River Flood Control District

(hereinafter called the Obligee) in the full and just sum of (Not to exceed 10% of the bid amount*****)

Not to exceed ten percent of the bid amount***** Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 1st day of July, 2020.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

Reroof and HVAC Upgrade at the American River Flood Control District Office

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

Rua & Son Mechanical, Inc.

Principal

By

[Signature] Leslie Remy, President

Attest:

Merchants Bonding Company (Mutual)

By

[Signature]
Sandra R. Black, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On 7/1/2020 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

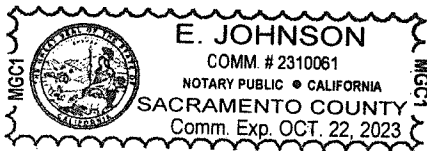
personally appeared Sandra R. Black
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature E. Johnson
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

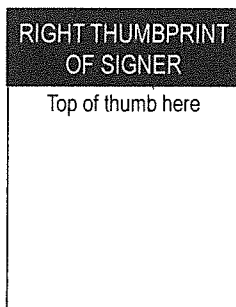
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

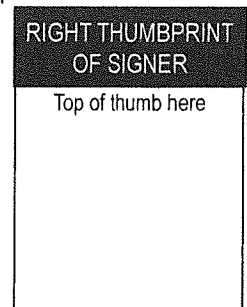
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
Merchants Bonding
Company(Mutual)/Merchants
National Bonding, Inc.

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

MERCHANTS
BONDING COMPANYTM

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,
Jonathan Russell; Kathleen Ann Beck; Misty Hemje; Peter D Holley; Robin L Amstutz; Sandra R Black; Sokha Evans

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

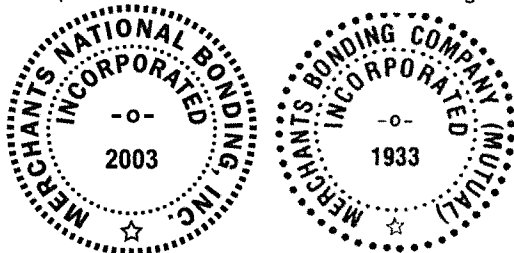
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

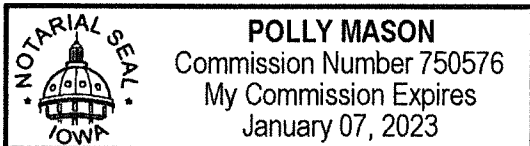


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

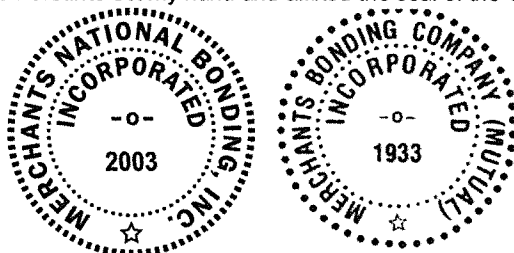


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1 day of July, 2020

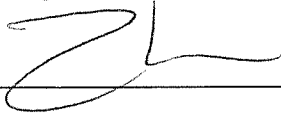


William Warner Jr.
Secretary

"NONCOLLUSION AFFIDAVIT" TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID

Luis Rua being first duly sworn, deposes and says that he or she is President of Rua & Son Mechanical, Inc the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Bidder's Signature:



Date

7/2/20

Notary's Signature and Stamp:

See attached

State of California)

) ss.

County of _____)

END OF SECTION

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Rocklin

} s.s.

On 07/01/2020 before me, Paige Stuter, Notary Public
Name of Notary Public, Title

personally appeared Luis Rua
Name of Signer (1)

Name of Signer (2)

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

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



WITNESS my hand and official seal.

Paige Stuter
Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

Noncollusion Affidavit

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) President
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer Signer(s) Thumbprints(s)

DESIGNATION OF SUBCONTRACTORS FORM

Description of Work	Name of Subcontractor	Place of Business	License Number	Telephone Number	DIR Registration Number
HVAC Electrical	Division 5-515 Inc	2381 Gold River Rd. Gold River, CA. 95670	768505	(916) 638-1520	1000005525



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **816570**

Entity: CORP

Business Name: RUA & SON MECHANICAL
INCORPORATED

Contract Classes: B C20 C43 C39

Expiration Date: 01/31/2021

www.csib.ca.gov



Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
RUA & SON MECHANICAL INCORPORATED	1000002506	PLACER	ROCKLIN	CSLB:816570	Active	06/04/2018	06/30/2019



Rua & Son Mechanical Inc

Rocklin, CA (Certified for CA)

Has achieved the status of Master Roofing Contractor for GAF, (Commercial Roofing Products Division), North America's Largest Roofing Manufacturer.

Master status is awarded to a contractor based on their commitment to installation excellence and continuous education. They have pledged to ensure that each customer receives their "best and safest choice" in roofing and are authorized to offer the Diamond Pledge® NDL Roof Guarantee.

GAF ID: 1118766

Valid Through: 07/2020

Member Since: 07/2018

Restoration | Single-ply

Jim Schnepfer
President and CEO, GAF

Bobby Fischer
Vice President, Contractor Programs, GAF

SECTION 00 41 13

BID FORM

To: THE BOARD OF TRUSTEES
American River Flood Control District
Sacramento, California

Ladies and Gentlemen:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, transportation, equipment, services and incidentals necessary to construct, as appropriate Roof Repair/Replacement, complete including miscellaneous work shown and specified, all in strict conformance with Contract Documents prepared therefore. Bid Proposal shall include the Allowance No. 1 price of \$10,000.00, the Allowance No. 2 price of \$2,500.00, and all applicable taxes. Refer to Section 01 21 00 for Allowances.

BASE BID: _____

_____ Dollars (\$ 330,000.00).

BID SECURITY: Enclosed is bid security in the amount of ten percent of the BASE BID made payable to the Owner. It is agreed by the undersigned that said amount shall be retained by the Owner as liquidated damages provided undersigned fails to execute the Construction Agreement included hereinafter, and furnish necessary bonds and insurance as specified within ten days after written notice by Owner of acceptance of the proposal.

ADDENDA: The undersigned agrees that all addenda received and acknowledged herein shall become a part of and included in this proposal. The proposal includes the following addenda:

Addendum No. _____ dated _____ Addendum No. _____ dated _____
Addendum No. _____ dated _____ Addendum No. _____ dated _____

CONTRACTOR PAYMENTS: The undersigned agrees to the schedule of payments and payment retention as described under Article 9 of the Supplementary Conditions.

LIQUIDATED DAMAGES: The undersigned agrees that in case all of the work called for under the Contract, in all parts and requirements, is not finished or completed within the Contract time set forth in this Proposal, unless a delay is authorized in writing by the Owner, damage will be sustained by the Owner. It is further agreed by the undersigned that it is impractical to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason for such delay. The undersigned, therefore, agrees to pay the Owner the sum of Five Hundred Dollars (\$500.00) per calendar day that the work remains uncompleted or unaccepted by the Owner. The undersigned agrees to pay said liquidated damages as herein provided and, in the event such damages are not paid, agrees that the Owner may deduct the amount thereof from any monies due or that may become due the undersigned.

SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California as last amended, subcontractors will perform the portion of the work indicated on the Designation of Subcontractors Form attached at the end of this Section. Where no subcontractor is listed for any portion of the work listed hereunder, the undersigned represents that he is competent, experienced and equipped to do that segregated portion of the work and that it will not be subcontracted.

RESPONSIBILITY

The undersigned has thoroughly examined the site and existing conditions where the work is to be constructed, is familiar with the Drawings, Specifications and other Contract Documents pertaining thereto and hereby certifies that this Proposal is genuine and not collusive (see attached "Non-Collusion Affidavit"), and that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

Name of Firm Kaler/Dobler Construction, Inc.
(Corporation, Partnership, etc.)

Type of Firm Corporation

Address 3720 Omece Circle
Rancho Cordova, CA 95742

I declare that the firm has License No. 698350 with an Expiration Date of 11-31-20.

Executed at Rancho Cordova California.

Signatures: [Signature]

Dated this 2nd day of July 2020

DESIGNATION OF SUBCONTRACTORS FORM

Description of Work	Name of Subcontractor	Place of Business	License Number	Telephone Number	DIR Registration Number
Electrical	R&P Electric	Sacramento	980266	916-893-9480	10000051100
HVAC	Green Mech.	Lotus	9312227	530-919-2101	100000516064
Roofing concrete	Madson Harrison concrete	Sacramento	519488	916-361-3327	1000000193
Demo Insulation	Demo Maurice Insulation	Woodland Diamond Springs	764041 409914	530-662-2185	10000002611 530-626-8520 1000013719

11

"NONCOLLUSION AFFIDAVIT" TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID

Bill Kaler being first duly sworn, deposes and says that he or she is Vice President of Kaler/Dobler Construction the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Bidder's Signature:

[Handwritten Signature]

Date 6-29-30

Notary's Signature and Stamp:

State of California)
) ss.
County of _____)

END OF SECTION

SEE ATTACHED NOTARY
ECJ 06/29/2020

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of SACRAMENTO }

On 06/29/2020 before me, E.C. HOKOM, NOTARY PUBLIC
(Here insert name and title of the officer)

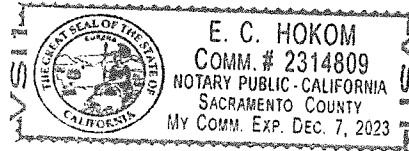
personally appeared BILL KALER
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

E.C. HOKOM

 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
NON COLLUSION AFFIDAVIT
(Title or description of attached document)
(Title or description of attached document continued)
 Number of Pages 1 Document Date 06/26/2020

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

BID BOND

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, Kaler/Dobler Construction, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto American River Flood Control District, as Obligee, in the sum of Ten Percent of Total Amount Bid ***** Dollars (10% of Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

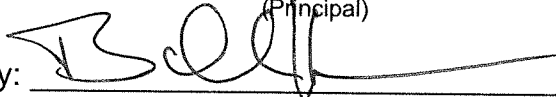
WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for American River Flood Control District Roof Repair/Replacement, Project #019134 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

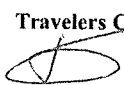
Signed this 26th day of June, 2020.

Kaler/Dobler Construction, Inc.

(Principal)

By: 

Travelers Casualty and Surety Company of America

By: 
Dona Lisa Buschmann, Attorney-in-Fact

ACKNOWLEDGMENT

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


State of California
County of Placer)

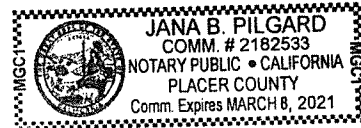
On JUNE 26, 2020 before me, Jana B. Pilgard, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of SACRAMENTO }

On 06/29/2020 before me, E.C. HOKOM, NOTARY PUBLIC
(Here insert name and title of the officer)

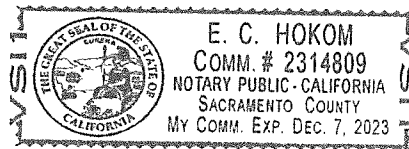
personally appeared BILL KALER
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~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

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

WITNESS my hand and official seal.

E.C. HOKOM
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
BID BOND
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 06/29/2020

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple Page 20

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dona Lisa Buschmann** of **ROSEVILLE California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

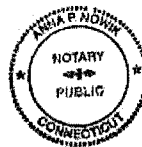
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **June**, **2020**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

American River Flood Control District

Resolution 2020-05

**Transfer of Funds from Capital Outlay Reserve Fund
to District Operations Fund**

WHEREAS, the Board maintains the Capital Outlay Reserve Fund in the event it is necessary to fund extraordinary costs incurred by the District to acquire, maintain, repair, or upgrade capital assets; and

WHEREAS, on June 12, 2020, the Board of Trustees unanimously approved the FY 2020-21 Budget which included a Reserve Funds Transfer of \$700,000 from the Capital Outlay Fund to the District Operations Fund for expenses incurred related to the District Roof Repair/Replacement of the District's Headquarters at 185 Commerce Circle, Sacramento:

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the American River Flood Control District elects to transfer \$350,000 from the Capital Outlay Reserve Fund to the District Operations Fund bringing the balance of the former to \$920,000.

PASSED AND ADOPTED this 10th day of July, 2020.

ATTEST:

President
Board of Trustees

Secretary
Board of Trustees

AMERICAN RIVER FLOOD CONTROL DISTRICT

RESOLUTION NO. 2020-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN RIVER FLOOD CONTROL DISTRICT AUTHORIZING AGREEMENT WITH UMPQUA BANK TO PARTICIPATE IN THE CSDA DISTRICT PURCHASING CARD PROGRAM

WHEREAS, Credit cards and purchasing cards are mechanisms for purchasing goods and services for the convenience of the American River Flood Control District and

WHEREAS, the California Special Districts Association (CSDA) has negotiated with Umpqua Bank to provide a Purchasing Card Program for vendor payments, purchasing, travel or fleet transactions, and

WHEREAS, the CSDA District Purchasing Card Program is available to members of the CSDA and the District is a member of the CSDA; and

WHEREAS, the Program requires an application for credit approval, a resolution by the District Governing Board, and District policy and procedures regarding the use of the credit cards; and

WHEREAS, the District has a Standard Practice of procedures for using credit cards as required by the Program,

NOW THEREFORE BE IT RESOLVED, that the Governing Board of the American River Flood Control District directs the following actions:

- a. Authorize participation with Umpqua Bank in the CSDA District Purchasing Card program
- b. Authorize the application to the Program for credit cards or purchasing cards;
- c. Authorize the General Manager to execute any necessary agreements
- d. Authorize Tim Kerr, General Manager to add new participants or cancel former employees.

BE IT FURTHER RESOLVED, that this Resolution shall be effective July 10, 2020 upon adoption.

PASSED AND ADOPTED THIS 10 day of July, 2020.

ATTEST:

President
Board of Trustees

Secretary
Board of Trustees

American River Flood Control District

Purchase of Heavy Equipment from Sourcewell Cooperative Purchasing

Staff Report

Discussion:

Due to heavy use, longevity issues, and changing regulatory standards, three pieces of District equipment need to be replaced. This equipment includes the Peterbuilt 10-wheel Dump Truck, the Moorbark Chipper, and the John Deere 5300 Tractor. The Peterbuilt Dump Truck no longer meets California Air Resources Board air quality standards and needs to be retired from service. The Moorbark chipper is nearly 25-years old and is in a deteriorated condition. The John Deere 5300 Tractor also no longer meets air quality standards. Upon replacement, each of these pieces of equipment could be declared as surplus by the Board and sold at auction.

State law requires that purchases over \$25,000 must be made through a public bidding process. This ensures that public funds are spent on items at the best available price. In the past, the District has acquired large equipment through solicitation of public bids or through cooperative purchasing programs such as the CA Multiple Award Schedule or Sourcewell. Cooperative purchasing programs have already bid the items for sale publicly and include discounted rates based on collective bidding.

District staff recently obtained a cost quotes for the replacement of each piece of equipment through Sourcewell. The following cost quotes are the best available prices for each piece of equipment:

1. 2021 Peterbuilt 348 Dump Truck - **\$171,186.41**
 - 15' Williamson Godwin Dump Body
2. Model 200XP Brush Bandit Chipper - **\$46,825.11**
 - Hydraulic swivel discharge and chip deflector
3. John Deere 5075E Utility Tractor - **\$69,190.12**
 - 520M Loader
 - Hydraulic Box Blade
 - Heavy Duty Rear Blade
 - 4-in-1 Bucket

Additional Note:

As participants in the State of California Flood Maintenance Assistance Program, the costs of the Peterbuilt Dump Truck and the Brush Bandit chipper have been approved for 75/25 cost share with the State. The State will be reimbursing the District for 75% of the cost for these two items.

Recommendation:

The General Manager recommends that the Board of Trustees approve the purchases of the specified equipment from Sourcewell.

Western Truck Parts & Equipment

CUSTOMER PURCHASE ORDER

- For New & Used Vehicles -

Contact: Ken Briscoe - Phone: (916) 319-5215 - Mobile: (916) 591-2939 - Email: kbriscoe@wtpe.com

Date : 07/07/2020

Purchaser : AMERICAN RIVER FLOOD CONTROL DISTRICT

Seller : Western Truck Parts & Equipment

Address :

Address: 825 Stillwater Road

City/State/ZIP : SACRAMENTO , CA 95920

City/State/ZIP: West Sacramento, CA 95691

Phone/Contact : 9167087017

I hereby order from you, subject to all terms and conditions contained herein and the ADDITIONAL PROVISIONS printed on the last Page of this form, the following equipment for delivery on or about : 09/25/2020

Stock#: Pending	2021 Peterbilt 348	Price:	\$102,512.00
VIN: Dump Truck Chassi			
	15' Williamson Godwin Dump Body		\$37,648.00
		FET:	\$16,525.20
DOC Fee:	\$85.00	Title Fee: \$22.00	License Fee:\$2,824.00
		Total fees:	\$2,931.00
		Sales Tax:	\$11,570.21
		Unit Price:	\$171,186.41
		Total Price	\$140,160.00
		Total Fees	\$107.00
		Total FET	\$16,525.20
		Total Licensing	\$2,824.00
		Sales Tax	\$11,570.21
		Total	\$171,186.41
		TOTAL DUE:	\$171,186.41
Tax Rate: 8.250%, County Code:			

\$151,960 -- Peterbilt List Price (including Freight)

32.54% -- Sourcewell Discount (2020)

\$102,512-- Sourcewell Price for Peterbilt Chassis

Pricing valid until 7/25/2020

Estimated Delivery Dates Subject to Change

If the unpaid balance of cash price stated above is the proceeds of a time payment agreement as noted below, all items and conditions of that agreement are hereto made part of and an attachment to this order by this reference.

USED VEHICLES ARE SOLD "AS IS" WITH NO WARRANTY, unless otherwise certified by Seller in Writing.

If a trade-in is delivered to Dealer in a different condition than appraised, or its parts or attachments have been removed or substituted, then it shall be reappraised, and the difference in value shall be paid in cash to Dealer. Purchaser warrants that ownership, and titles of trade-ins are free and clear of all liens and encumbrances except as noted and will pay in cash to Dealer any undisclosed amounts owed. If any such cash adjustment is not paid on demand, purchaser authorizes Dealer to repossess the vehicle.

PURCHASER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS ORDER, and the additional provisions printed on the last page.

Customer Acceptance

Date

WPI Manager Acceptance

Date

This order is subject to written acceptance of the Seller by a manager as indicated below. Purchaser's deposit will be refunded if not accepted, otherwise, deposit is nonrefundable.

DE-26149 - 2020-23162

ADDITIONAL PROVISIONS

1. As used in this Order the terms (a) "Seller" shall mean the Dealer to whom this Order is addressed and who shall become a party thereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, it being understood by Purchaser and Seller that Seller is in no respect the agent of manufacture, that Seller and Purchaser are the sole parties to this order.
2. Upon full payment by or delivery to Purchaser said property shall be held and used at his risk, including expenses, loss or damage, taxes, and liabilities of any kind.
3. Purchaser agrees to complete payment and accept delivery within 72 hours after notification that said property is ready. If purchaser fails to make settlement as herein provided, seller may retain all moneys or property paid on account as liquidated damages, not to exceed the greater of: 1) actual costs incurred; 2) \$2,500; 3) or 35% of purchase price. Trade-in property shall be accounted for at the price resold, less 15% and all reconditioning handling and selling costs.
4. Purchaser agrees not to demand or expect any equipment, parts, supplies, labor service, or rebate, unless agreed to and specified in this agreement in writing.
5. Purchaser warrants the vehicle being purchased herein is to be used for business purposes only and is not to be normally used for personal, household, or family purposes.
6. Dealer shall not be liable for failure to deliver or delay in delivery due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
7. Purchaser agrees to reimburse Dealer for any and all sales, use or excise taxes imposed by law relative to the goods herein provided.
8. Purchaser agrees to accept factory ordered goods with any changes in design or materials made by the manufacturer.
9. Prices quoted for factory orders are subject to the manufacturer's price list, and in the event of a price increase Purchaser agrees to provide written notice of cancellation within five (5) days of being so advised, or accept delivery at the increased price.

DISCLAIMER OF WARRANTY AGREEMENT
<p>THIS MOTOR VEHICLE IS SOLD BY THE SELLER AND PURCHASED BY PURCHASER "AS IS" WITHOUT ANY WARRANTY, EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THIS VEHICLE.</p> <p>The seller does not in any way warrant the fitness of the motor vehicle for any particular use or the merchantability of the motor vehicle purchased under this contract. Whether the motor vehicle is purchased for commercial or for personal family or household use, purchaser, understands and agrees that the Seller makes no warranty whatsoever, expressed or implied, respecting the quality, characteristics, performance or condition of the motor vehicle, or nay of its component parts. The Seller makes no warranty whatsoever, expressed or implied, concerning the length of time or mileage which the purchased motor vehicle will operate or travel after the date of purchase.</p> <p>Purchaser expressly agrees that it is his sole responsibility to place the item(s) in a serviceable condition, to determine its safety and suitability and to determine its compliance with applicable laws and statutes.</p> <p>Purchaser further agrees that the seller shall have no liability for consequential damages in the event of injury to any persons or property, or any liability for loss of use, loss of time, loss of profits or income, or any other incidental expenses arising from malfunction or defect or unfitness or deficiency of</p>
<hr style="width: 50%; margin: 0 auto;"/> <p>(Purchaser)</p>

NEW VEHICLE WARRANTY
<p>The only warranty applying to this vehicle are those offered by the manufacture. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability connection with the sale of this vehicle. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.</p>
<hr style="width: 50%; margin: 0 auto;"/> <p>(Purchaser)</p>

**Cal-Line Equipment Inc. - Hunter Knoll**

101 Commerce Circle
Sacramento, CA 95815
USA

916-564-1015 (Phone)
916-564-1974 (Fax)

QUOTATION

Quotation #:	Quote Created:	Last Updated:	Salesperson:
103621	01/10/20 08:45 am by Cal-Line Equipment Inc. - Hunter Knoll	01/10/20 08:57 am by Cal-Line Equipment Inc. - Hunter Knoll	Hunter T Knoll

CUSTOMER:	BILL TO:	SHIP TO:
American River Flood Control 185 Commerce Circle Sacramento, CA 95815 United States 9165641015 (Phone)	Cal-Line of Sacramento 101 Commerce Cir. Sacramento, CA 95815 USA 916-564-1015 (Phone) 916-564-1974 (Fax) Hunter Knoll (Contact) hknoll@cal-line.com	Cal-Line of Sacramento 101 Commerce Cir. Sacramento, CA 95815 USA 916-564-1015 (Phone) 916-564-1974 (Fax) Hunter Knoll (Contact) hknoll@cal-line.com

MODEL 200XP (12" DISC STYLE) BRUSH BANDIT

Qty	Part #:	Description:	Base Price:
1	MODEL-200	Model 200XP - (12" Disc Style) Brush Bandit	\$ 24250.00

STANDARD EQUIPMENT

Qty	Part #:	Description:
1	STANDARD	40" diameter x 2" thick (2 knife pocket) chipper disc, each pocket equipped with (2) 1/2" x 4 1/2" x 7 1/4" dual edge knives
1	STANDARD	29 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and sight gauge
1	STANDARD	13 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and sight gauge
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 7 1/2" diameter x 16 3/8" wide, driven by (2) 15.9 CID hydraulic motors.
X	STANDARD	Top feed wheel jack mount with locking pin to raise & lock top feed wheel using tongue jack (not provided when hydraulic lift cylinder option is selected)
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
X	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge
X	STANDARD	29" high x 45" wide tapered infeed hopper with 30" fold down infeed hopper tray
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Control bar - located around top and sides of infeed hopper with 3 control positions (forward / neutral / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 1/4" x 3" x 6" tubular tongue
1	STANDARD	Frame / Fender supports
1	STANDARD	(2) radiator guard posts
1	STANDARD	Lockable aluminum toolbox
1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.

1 STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)		
1 STANDARD	Pressure check kit - Gauge is NOT included		
1 STANDARD	Weather resistant manual container		
1 STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place		
1 STANDARD	Safety DVD, (2) 6" wide x 9" tall Bandit operator's manuals (one paper copy and one waterproof copy) and (1) engine operator's manual		
1 STANDARD	Spanish & English combination safety decals		

PAINT

Qty	Part #:	Description:	Option Price:	Extended:
1	333-28984	Standard Imron Industrial Urethane Green	\$ 0.00	\$ 0.00

ENGINE

Qty	Part #:	Description:	Option Price:	Extended:
1	990-RC1015-581	PSI 3.0L, 89 horsepower GAS engine with 13" PGL Auto clutch (Includes 3 year / 3,500 hour engine warranty and spark arrestor muffler)	\$ 9015.00	\$ 9015.00

CONTROL SYSTEM

Qty	Part #:	Description:	Option Price:	Extended:
1	980-6000-38	Murphy PV380 panel with reversing auto feed for PSI 89 horsepower gas engines (Includes 1,000 CCA battery with box) - Panel is mounted on engine shroud with no cover	\$ 2150.00	\$ 2150.00

CLUTCH

Qty	Part #:	Description:	Option Price:	Extended:
1	990-100962	Clutch is included with engine	\$ 0.00	\$ 0.00

DRIVE SYSTEM

Qty	Part #:	Description:	Option Price:	Extended:
1	990-1017-54	Standard frame and drive system included in base price	\$ 0.00	\$ 0.00

INFEED

Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-980-5001-02	29" high x 64" wide tapered infeed hopper with heavy-duty taillight covers, spring lift assists, 3 light bar and 30" fold down infeed tray.	\$ 575.00	\$ 575.00
1	OPTION-980-5000-73	Dinamic winch with line docking station and manual push button feed assist (Includes 5/16" diameter x 200' Samson Amsteel blue rope) (Includes (1) manual rear stabilizer)	\$ 4850.00	\$ 4850.00

FEED SYSTEM

Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-905-5000-84	Hydraulic lift cylinder for top feed wheel (controlled manually unless wireless radio remote option is selected)	\$ 1050.00	\$ 1050.00

LOGISTICS

Qty	Part #:	Description:	Option Price:	Extended:
1	LOGISTICS-HANDLING	The fee is applied per machine for logistic costs and may be waived if a kit of two sets of knives are purchased alternatively. Only valid at the time of order. No change orders apply.	\$ 130.00	\$ 130.00

AXLE

Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-980-5000-31	Single 8,000 Pound Torflex EZ Lube Axle with Electric Brakes	\$ 1125.00	\$ 1125.00

TIRES/RIMS

Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-980-5000-22	(2) 215/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)	\$ 540.00	\$ 540.00

FENDER

Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-980-1002-66	12" HD bolt on steel fenders - single axle units only	\$ 90.00	\$ 90.00

HITCH

Qty	Part #:	Description:	Option Price:	Extended:
1	990-100274	2-1/2" Wallace Forge Pintle Hitch	\$ 0.00	\$ 0.00

ADD-ON OPTIONS

Chipper Discharge

Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-980-5000-93	270 degree hydraulic controlled swivel discharge with hydraulic controlled 12" chip deflector (Includes height adjustable discharge & 270 degree discharge stops)	\$ 1550.00	\$ 1550.00

Cone Holder

Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-980-5000-39	Pole style cone holder (weld on)	\$ 105.00	\$ 105.00


Fire Extinguisher

Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-980-5001-61	2-1/2 Pound Fire Extinguisher with bolt on mount	\$ 150.00	\$ 150.00

Lights

Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-915-5000-86	Wig Wag LED Strobe Lights - for a machine with a winch (Double decal plate)	\$ 525.00	\$ 525.00

CUSTOMER TOTALS

Total Unit Price:		\$ 46105.00
Customer Discount:	12.0000 %	- \$ 5532.60
Customer Additional Fees 		\$ 830.00
Customer Net Unit Price:		\$ 41402.40
Sales Tax:	8.7500 %	\$ 3622.71
Freight/Shipping:		\$ 1800.00
Customer Total:		\$ 46825.11

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date

[Close](#) [Print](#)

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- Shipping address
- Billing address
- Vendor: John Deere Company
2000 John Deere Run Cary,
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

Matthew Delahanty

Valley Truck and Tractor Inc
10490 E Stockton Blvd Ste400
Elk Grove, CA 95624

Tel: 916-714-2600

Fax: 916-714-2661

Email: mdelahanty@vtco.net

Quote Id: 20968006

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Valley Truck and Tractor Inc
10490 E Stockton Blvd Ste400
Elk Grove, CA 95624
916-714-2600
general@vttco.net

Prepared For:

Amer River Flood Control Dist



Proposal For:

Delivering Dealer:

Matthew Delahanty

Valley Truck and Tractor Inc
10490 E Stockton Blvd Ste400
Elk Grove, CA 95624

general@vttco.net

Quote Prepared By:

Matthew Delahanty
mdelahanty@vttco.net

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 Valley Truck and Tractor Inc
 10490 E Stockton Blvd Ste400
 Elk Grove, CA 95624
 916-714-2600
 general@vttco.net

Quote Summary

Prepared For:

 Amer River Flood Control Dist
 165 Commerce Cir
 Sacramento, CA 95815

Delivering Dealer:
Valley Truck and Tractor Inc
 Matthew Delahanty
 10490 E Stockton Blvd Ste400
 Elk Grove, CA 95624
 Phone: 916-714-2600
 mdelahanty@vttco.net

Quote ID: 20968006
Created On: 18 December 2019
Last Modified On: 20 February 2020
Expiration Date: 28 February 2020

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE 5075E Utility Tractor	\$ 48,442.62	1	=	\$ 48,442.62
Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70) Price Effective Date: December 18, 2019				
JOHN DEERE 520M Loader	\$ 5,297.96	1	=	\$ 5,297.96
Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70) Price Effective Date: December 18, 2019				
Frontier BB4284H - 7 Ft. Hydraulic Scarifier Box Blade - High Back	\$ 3,410.38	1	=	\$ 3,410.38
Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70) Price Effective Date: January 31, 2020				
Frontier RB2309 - 9 Ft. Heavy Duty Rear Blade	\$ 3,967.98	1	=	\$ 3,967.98
Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70) Price Effective Date: January 31, 2020				
Frontier AY11E - 72 In. 4-In-1 Bucket for Current 300/400/500 Series Carrier	\$ 2,497.72	1	=	\$ 2,497.72
Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70) Price Effective Date: February 13, 2020				
Equipment Total				\$ 63,616.66

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Valley Truck and Tractor Inc
 10490 E Stockton Blvd Ste400
 Elk Grove, CA 95624
 916-714-2600
 general@vttco.net

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 63,616.66
Trade In	
SubTotal	\$ 63,616.66
Sales Tax - (8.75%)	\$ 5,566.46
State Tire Fee	\$ 7.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 69,190.12
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 69,190.12

Selling Equipment

Quote Id: 20968006 **Customer Name:** AMER RIVER FLOOD CONTROL DIST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Valley Truck and Tractor Inc
 10490 E Stockton Blvd Ste400
 Elk Grove, CA 95624
 916-714-2600
 general@vttco.net

JOHN DEERE 5075E Utility Tractor

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)

Selling Price *
 \$ 48,442.62

Price Effective Date: December 18, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1756LV	5075E Utility Tractor	1	\$ 28,928.00	14.00	\$ 4,049.92	\$ 24,878.08	\$ 24,878.08
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1	\$ 2,828.00	14.00	\$ 395.92	\$ 2,432.08	\$ 2,432.08
1799	Less Loader Prep Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 7,906.00	14.00	\$ 1,106.84	\$ 6,799.16	\$ 6,799.16
3420	Dual Mid Valves with Joystick Control	1	\$ 1,227.00	14.00	\$ 171.78	\$ 1,055.22	\$ 1,055.22
5184	16.9-24 In. 6PR R4 Bias	1	\$ -375.00	14.00	\$ -52.50	\$ -322.50	\$ -322.50
6040	Mechanical Front Wheel Drive (MFWD)	1	\$ 5,592.00	14.00	\$ 782.88	\$ 4,809.12	\$ 4,809.12
6133	12.5/80-18 In. 6PR I3(R4 Type) Bias	1	\$ 762.00	14.00	\$ 106.68	\$ 655.32	\$ 655.32
Standard Options Total			\$ 17,940.00		\$ 2,511.60	\$ 15,428.40	\$ 15,428.40
Dealer Attachments/Non-Contract/Open Market							
OPEN MARKET	Open Market/Top & Tilt Kit	1	\$ 3,957.00	14.00	\$ 553.98	\$ 3,403.02	\$ 3,403.02
RE39829	Drawbar - Drawbar Clevis Kit (Hammer Strap) - Straight Drawbar	1	\$ 331.79	14.00	\$ 46.45	\$ 285.34	\$ 285.34
OPEN MARKET	Hoses, Fittings RexRoth Valve for Rear Hydraulics	1	\$ 2,800.00	5.00	\$ 140.00	\$ 2,660.00	\$ 2,660.00
BSJ10346	Mid-Mount Dual SCV with 3rd Function Joystick Assembly	1	\$ 763.40	14.00	\$ 106.88	\$ 656.52	\$ 656.52

Selling Equipment

Quote Id: 20968006 **Customer Name:** AMER RIVER FLOOD CONTROL DIST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Valley Truck and Tractor Inc
 10490 E Stockton Blvd Ste400
 Elk Grove, CA 95624
 916-714-2600
 general@vttco.net

BSJ10287	Second Rear SCV with Detented Float and Lever Control	1	\$ 850.30	14.00	\$ 119.04	\$ 731.26	\$ 731.26
Dealer Attachments Total			\$ 8,702.49		\$ 966.35	\$ 7,736.14	\$ 7,736.14
Value Added Services Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Other Charges							
	Freight	1	\$ 400.00			\$ 400.00	\$ 400.00
Other Charges Total			\$ 400.00			\$ 400.00	\$ 400.00
Suggested Price						\$ 48,442.62	
Total Selling Price			\$ 55,970.49		\$ 7,527.87	\$ 48,442.62	\$ 48,442.62

JOHN DEERE 520M Loader

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)

\$ 5,297.96

Price Effective Date: December 18, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14B0P	520M Loader	1	\$ 7,192.00	24.00	\$ 1,726.08	\$ 5,465.92	\$ 5,465.92
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1507	Mounting frame	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2510	520M Standard Farm Loader, Non-Self-Leveling (NSL) - Two-function	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4547	Two-function hoses and parts with Quick Coupler Connection (individual couplers)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 20968006 **Customer Name:** AMER RIVER FLOOD CONTROL DIST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Valley Truck and Tractor Inc
 10490 E Stockton Blvd Ste400
 Elk Grove, CA 95624
 916-714-2600
 general@vttco.net

5436	Hood Guard	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6995	Less ballast box	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
7510	John Deere 500-style carrier	1	\$ -108.00	24.00	\$ -25.92	\$ -82.08	\$ -82.08
8750	Less bucket	1	\$ -942.00	24.00	\$ -226.08	\$ -715.92	\$ -715.92
9650	Diverter Kit: Quick Coupler Option (to convert to 2+1 hydraulics)	1	\$ 829.00	24.00	\$ 198.96	\$ 630.04	\$ 630.04
Standard Options Total			\$ -221.00		\$ -53.04	\$ -167.96	\$ -167.96
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 6,971.00		\$ 1,673.04	\$ 5,297.96	\$ 5,297.96

Frontier BB4284H - 7 Ft. Hydraulic Scarifier Box Blade - High Back

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)

\$ 3,410.38

Price Effective Date: January 31, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1112XF	BB4284H - 7 Ft. Hydraulic Scarifier Box Blade - High Back	1	\$ 4,159.00	18.00	\$ 748.62	\$ 3,410.38	\$ 3,410.38
Standard Options - Per Unit							
1000	Green	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 4,159.00		\$ 748.62	\$ 3,410.38	\$ 3,410.38

Frontier RB2309 - 9 Ft. Heavy Duty Rear Blade

Selling Equipment

Quote Id: 20968006 **Customer Name:** AMER RIVER FLOOD CONTROL DIST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Valley Truck and Tractor Inc
 10490 E Stockton Blvd Ste400
 Elk Grove, CA 95624
 916-714-2600
 general@vttco.net

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)

\$ 3,967.98

Price Effective Date: January 31, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1323XF	RB2309 - 9 Ft. Heavy Duty Rear Blade	1	\$ 3,298.00	18.00	\$ 593.64	\$ 2,704.36	\$ 2,704.36
Standard Options - Per Unit							
1010	Hydraulic Cylinder Kit, Angle - Offset - Tilt	1	\$ 1,541.00	18.00	\$ 277.38	\$ 1,263.62	\$ 1,263.62
Standard Options Total			\$ 1,541.00		\$ 277.38	\$ 1,263.62	\$ 1,263.62
Total Selling Price			\$ 4,839.00		\$ 871.02	\$ 3,967.98	\$ 3,967.98

Frontier AY11E - 72 In. 4-In-1 Bucket for Current 300/400/500 Series Carrier

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)

\$ 2,497.72

Price Effective Date: February 13, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2212XF	AY11E - 72 In. 4-In-1 Bucket for Current 300/400/500 Series Carrier	1	\$ 3,046.00	18.00	\$ 548.28	\$ 2,497.72	\$ 2,497.72
Total Selling Price			\$ 3,046.00		\$ 548.28	\$ 2,497.72	\$ 2,497.72

Extended Warranty Proposal
PowerGard™ Protection Plan

Tractors - Utility					
Date : February 20, 2020					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	New	Deductible:	\$ 250
Equipment Type	Tractors - Utility	Coverage:	Comprehensive	Quoted Price	\$ 3,879.00
Model	5075E	Total Months:	72		
Country	US	Total Hours:	5000	Date Quoted	December 18, 2019
MFWD/Tracks	N				
Scraper Use					
THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE ISSUED.					

PowerGard Protection Proposal Prepared for: *I have been offered this extended warranty and*

Customer Name - Please Print

I ACCEPT the PowerGard Protection

I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.

Quote Id: 20968006

Customer: AMER RIVER FLOOD CONTROL DIST

Valley Truck and Tractor Inc - ELK GROVE, CA
10490 E Stockton Blvd Ste400
ELK GROVE, CA 95624
Phone: 916-714-2600
E-Mail: general@vtco.net

Privacy Policy Overview**VALLEY TRUCK AND TRACTOR COMPANY**

Effective Date: December 30, 2019

This is only a summary of our Privacy Policy.

This Privacy Policy Overview provides a description of the privacy practices of Valley Truck and Tractor Company (“us”, “we” or “our”) in connection with our receipt, collection and use of data and information from you as our customer, visitor, or user, as applicable. The policy may be changed or be updated from time to time. In accordance with the California Consumer Privacy Act (“CCPA”) we update and review this policy annually. All future updates will be posted on our website or you may request we send you an updated copy.

Collection of Data:

The types of information we collect and share depend on the products or services you purchase, license or access from us or third parties through which you have authorized us to receive information (such as through John Deere’s JD Link™ Telematics system). For a full listing of categories of information we collect and how we use them please refer to our full privacy policy you were given with this document. For your convenience one is available on our website www.valleytruckandtractor.com. If you need to update, change any information which you previously provided to us, request an additional copy of our privacy policy, or would like to exercise your rights under the CCPA in regards to your personal information you may contact us at Privacy@vtco.net, call us at 530-399-0340 or in writing at PO Box 3010 Yuba City CA 95993.

Protection of Data:

We strive to protect your personal information using commercially reasonable standards. We use a variety of commercially reasonable security technologies to help protect your personal information from unauthorized access, use, or disclosure in full compliance with the CCPA.

Sharing and Use of Data:

We use your personal information to provide products, services and information to you. Some of the services are designed to allow faster communications and responsiveness between you and us to ensure that we provide services to you as efficiently as possible. We may also review equipment diagnostic information remotely to diagnose and recommend equipment maintenance and repairs. We share your information with certain third parties in order to better serve you upon your request and approval. These third parties may include equipment suppliers, financing institutions or other third party service providers who assist us in providing the products and services you request or their respective subsidiaries or affiliates. We also may share your information with our marketing, technical, accounting, legal or other professionals to assist us in our business operations. For a full listing of categories of information we collect and what we do with your information please refer to our full privacy policy.

Acknowledgement:

By reviewing this form you confirm your receipt of VTTCO privacy policy and John Deere Financial privacy policy (if applicable). If you have any additional questions, please contact us at PO Box 3010 Yuba City CA 95993 or 530-399-0340 or privacy@vtco.net

 Printed name

 Signature

 Date

PRIVACY STATEMENT-CALIFORNIA RESIDENTS
VALLEY TRUCK AND TRACTOR COMPANY
EFFECTIVE DATE: DECEMBER 30ST 2019

This **PRIVACY NOTICE FOR CALIFORNIA RESIDENTS** supplements the information contained in the Privacy Statement of **VALLEY TRUCK AND TRACTOR COMPANY** (collectively, “we,” “us,” or “our”) and applies solely to visitors, users, and others who reside in the State of California (“consumers” or “you”). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (“CCPA”) and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“personal information”). In particular, we have collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number or any other financial information. Some personal information included in this category may overlap with other categories.	YES
C. Commercial information.	Records of personal property, products or services purchased, obtained, considered or other purchasing or consuming histories or tendencies.	YES
D. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, IP address, application, and advertisement. Statistical utilization, transmission, access methods and sources, and preference information that is collected by cookies, web beacons, or other similar device based collection technologies. This may include any search that led you to our website, your connection speed or type, and your browser or device information. Some personal information included in this category may overlap with other categories.	YES
E. Geolocation data.	Physical location or movements of equipment, fuel usage, number of engine hours, diagnostic data, software and hardware version numbers.	YES

F. Machine Data.	Machine data is generated by, collected by or stored on your equipment, and may be provided directly through such equipment, hardware or device or indirectly when reported to us by a third party.	YES
G. Financial Data	We may assist you in applying for financing with certain third parties or engage in direct financing with you. We may, with written consent from you, obtain a consumer credit profile. We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected on your credit report. If necessary to collect a debt we will also share your information with our company lawyer and/or collection agency.	YES
H. Agronomic Data	Agronomic information including: plant, chemical and fertilizer rates, recorded yields, soil types, moisture levels and similar crop or field based information. Some personal information included in this category may overlap with other categories.	YES

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from our clients or their agents. For example, from documents that our clients provide to us related to the services for which they engage us.
- Indirectly from our clients or their agents. For example, through information we collect from our clients in the course of providing services to them.
- Directly and indirectly from activity on our website (www.valleytruckandtractor.com). For example, from submissions through our website portal or website usage details collected automatically.
- From third-parties that interact with us in connection with the services we perform. For example, JD Link™ Telematics system for John Deere Equipment.

Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason for which the information is provided. For example, if you provide us with personal information in order for us to create and account or invoice you for services rendered we will use the information provided to do so and share with appropriate departments.
- To provide you with information, products or services that you request from us.
- To provide you with email alerts, event registrations and other notices concerning our products or services, or events or news, that may be of interest to you.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing, collections, JD Link and warranties.
- To improve our website and present its contents to you.
- For testing, research, analysis, product development and marketing.
- As necessary or appropriate to protect the rights, property or safety of us, our clients or others.

- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

In the preceding twelve (12) months, we have disclosed the following categories of personal information for a business purpose:

Category A:
 Category B:
 Category C:
 Category D:
 Category E:
 Category F:
 Category G:
 Category H:

We disclose your personal information for a business purpose to the following categories of third parties:

- Our affiliates.
- Service providers.
- Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you.

In the preceding twelve (12) months, we have not sold any personal information.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and instructions on how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. You may make this request twice in a 12 month period. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - sales, identifying the personal information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Known exceptions are:

- information that is retained or shared between us and the manufacturer for the purpose of effectuating a repair covered by a warranty or recall.
- personal information necessary for us to maintain in order to fulfill the terms of a written warranty or product recall

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
7. Comply with a legal obligation.
8. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

- Calling us at 530-399-0340
- Visiting www.valleytruckandtractor.com
- Emailing your request to Privacy@vttco.net

Only you or an authorized agent registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

(“**Authorized agent**” means a natural person or a business entity **registered** with the Secretary of State that a consumer has **authorized** to act on their behalf subject to the requirements set forth in section 999.326.)

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account if possible. If you do not have an account with us, we will deliver our written response by mail or electronically, based on the information provided to us when you submitted your consumer request. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by email or through a notice on our website homepage.

Contact Information

If you have any questions or comments about this notice, our Privacy Statement, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

PO Box 3010
Yuba City, CA 95992

or

Privacy@vttco.net

or

530-399-0340

Version	Date	Changes/Comments	Review conducted by
1	December 30 2019	N/A	Keara Driscoll

June 2020

6/1: US Army Corps of Engineers Erosion Repairs Site Visit. Trustee Holloway and I attended this tour of the upcoming erosion repair sites along the American River between Sac State and Paradise Beach in River Park. The tour was led by staff from SAFCA and Gualco Consulting.

6/2: ARFCD Personnel Committee meeting. The Personnel Committee met via teleconference to review the proposed new salary ranges recommended by Grace Consulting. Due to technical difficulties, the meeting was curtailed and re-scheduled for June 4th.

6/2: LAR Bank Protection Working Group meeting. I participated in this meeting via teleconference to hear updates on the proposed bank protection site designs for Howe Avenue, River Park, and Campus Commons.

6/4: DWR Local Maintaining Agency Coordination meeting. Superintendent Kawamura and I participated in this meeting via teleconference to discuss the status of DWR inspections, USACE projects, and State grant programs.

6/4: ARFCD Personnel Committee meeting. The Personnel Committee met via teleconference to review the proposed new salary ranges recommended by Grace Consulting.

6/4: ARFCD Finance Committee meeting. The Finance Committee met via teleconference to review the proposed budget for FY 2020/21 and the 5-year plan. The group also discussed the Investment, Reserve Fund, and the Credit Card policies.

6/12: American River Flood Control District Board of Trustees meeting. The Board met in regular session. The agenda items included District Pay Ranges for 2020/21, a resolution for a funds transfer from the District Operating Expense Fund to the Retiree Health Benefits Reserve Fund, and the FY 2020/21 Budget and 5-year plan.

6/4: ARFCD Safety Committee meeting. The District Safety Committee had its first meeting. The group consists of Field Supervisor Scott Webb, Superintendent Ross Kawamura, General Manager Tim Kerr, Office Manager Malane Chapman, and Staff Representative David Diaz. The meetings are required by OSHA and will be held quarterly. Topics of

discussion included the Injury and Illness Prevention Program, worksite inspections, facility inspections, Fire Prevention Plan, and upcoming training in bloodborne pathogens.

6/17: Central Valley Flood Control Association Board of Directors meeting. This meeting was held via audio teleconference. Topics of discussion included the Association's modified operations under COVID-19 restrictions, State regional meetings on the Sacramento San Joaquin Drainage District assessment, temporary adjustments to the Brown Act, and the CVFPB's concern regarding Local Maintaining Agencies lack of progress on SWIFs.

6/18: ARFCD Personnel Committee meeting. The Personnel Committee met via teleconference to review recommendations for 2020/21 Staff Salary and Benefits Adjustments.

6/19: Levee Operations and Maintenance Site Tour. Superintendent Kawamura and I provided a tour of District levees to engineers from MBK Engineers to review conditions of the levees and effectiveness of the District's Operation and Maintenance program. This is a reoccurring tour that is conducted every few years. The engineers from MBK concluded that our levees look outstanding and that we should keep up what we are doing.

6/29: AR South- City of Sacramento- MA 9 SWIF Discussion. I met via teleconference with representatives from the State DWR and the City of Sacramento to discuss the plan for updating our shared System-Wide Improvement Framework. The group's plan is to provide updates on corrective actions done to date and to update our Interim Risk Reduction Measures if they have changed.

6/30: ARFCD Public Outreach Committee meeting. The Public Outreach Committee met via teleconference to review proposals from Robin Hardy and Vicki Mongan for the new public outreach safety flyer.