



Butte County Mosquito and Vector Control District

5117 Larkin Road • Oroville, CA 95965-9250
Phone: 530-533-6038 • Fax: 530-534-9916
www.BCMVCD.com

Matthew C. Ball
Manager

AGENDA

Regular Meeting of the Board of Trustees of the Butte County Mosquito and Vector Control District

(BCMVCD) Board Room, 444 Otterson Drive, Chico, CA 95928. The Board of Trustees is committed to making its proceedings accessible to all citizens. Individuals with special needs should call District staff at 530-533-6038 or 530-342-7350, Monday through Thursday, 6:00 a.m. to 4:30 p.m. to request disability-related modifications/accommodations or to request materials in alternate formats. All requests for special accommodation and/or alternative format documents must be made 48 hours prior to the meeting.

1. *Regular Board of Trustees Meeting Time: 4:00 PM Date: March 13, 2024*
2. *Call to Order – 4:00 PM Roll Call*
3. *Persons Wishing to Address the Board on Items Not on the Agenda (limit to 5 minutes):*
4. *Approval of Minutes of the Meeting of: February 14, 2024*
5. *Persons Wishing to Address the Board Pertaining to Closed Session Matters:*
6. *Closed Session Announcement (District Legal Counsel Present): N/A*
7. *Reports: (7.1)*
- 7.1 *District Manager's Report*

The District Manager will provide a brief report on current District business and activities. The District Manager will also report on District employees, meetings attended, and current projects.

8. *Policy Matters: (8.1 – 8.5)*
- 8.1 *Consider a Transfer of \$180,000.00 from Accumulated Capital Outlay Reserve to Capital Outlay Vehicles*

The Board will be asked to consider a transfer of \$180,000.00 from Accumulated Capital Outlay Reserve to Capital Outlay Vehicles as the new fleet trucks are expected to arrive before the end of the fiscal year. The Board approved the four (4) fleet F150 trucks at the October 11, 2023, Board meeting.

- 8.2 *Consider Declaring 4 Vehicle Surplus to Need, Establish a Minimum Bid, and Authorize the Sale*

The Board will be asked to declare four vehicles surplus to need, establish the minimum bid amount for each truck, authorize the sale to the highest bidder, and to approve the notice for publication.

8.3 *Consider One of Two Possible Change Orders for the New Above Ground Storage Tank*

The Board will be asked to consider one of two possible change orders for the new above ground storage tank. The change orders are a requirement from the city of Oroville which was discovered through the permitting process for the new tank.

8.4 *District Manager Requests Annual Performance Evaluation*

Per the conditions of the Employment Agreement between the District and District Manager, the manager must remind and request an annual performance evaluation. The employment agreement states, "3. *The Board shall, in April of each year of the Agreement term, meet and confer with the Manager on the issue of his job performance. The Board shall prepare a written evaluation of the Manager's performance, which shall be delivered to, and discussed with, the Manager.*" The Board and District Manager will meet in closed session at April's Board Meeting to discuss the evaluation. At the June 14, 2017, regular meeting of the Board of Trustees, the Board unanimously approved to discontinue the use of the District Manager evaluation form and to **discuss the District Manager's** performance again verbally during closed session at which point, a Trustee will be appointed to draft a letter summarizing the verbal evaluation for the District Manager.

8.5 *District Manager Requests One-Year Contract Extension*

The Board will be asked to consider if it would like to extend the current employment agreement with the District Manager. Should the Board want to proceed, consideration for a one-year contract extension will be held during the April Board meeting. Per the conditions of the Employment Agreement between the District and District Manager, the manager must request a one-year contract extension.

9. *Topic of the Month:*

The Board will watch a presentation on an overview of the mosquito traps used by the District.

10. *Approve Payment of the Bills:*

The Board will be asked to review the demands made upon the District for the past month and consider approving the payment of the bills.

11. *Personnel: N/A*

12. *Correspondence:*

The Board will review a letter written by District Manager, Matthew C. Ball, to the Board of Trustees.

13. *Other Business: N/A*

14. *Persons Wishing to Address the Board Pertaining to Closed Session Matters:*

15. *Closed Session Matters (District Legal Counsel Not Present): N/A*

16. *Adjournment: (Next Regular Meeting of the BCMVCD Board of Trustees is April 10, 2024)*

Regular Meeting Minutes of the Board of Trustees of the Butte County Mosquito and Vector Control District Meeting held February 14, 2024

Members Present: Darlene Fredericks, Andrew Haymond, Assistant Secretary Bruce Johnson, Vice President Dr. Larry Kirk, Philip LaRocca, Steve Ostling, Secretary Melissa Schuster, President Bo Sheppard, and Carl Starkey.

Members Excused: None.

Members Absent: Eric Smith.

Also Present: District Manager Matt Ball, Assistant Manager Aaron Lumsden, and Administrative Manager Maritza Sandoval.

1. The Regular Meeting of the Board of Trustees of the Butte County Mosquito and Vector Control District held on February 14, 2024, at 444 Otterson Drive, Chico, CA 95928.
2. The February 14, 2024, Butte County Mosquito and Vector Control District regular meeting of the Board of Trustees was called to order at 4:00 PM by President Sheppard.
3. Seeing and hearing no persons wishing to address the Board on items not on the agenda, President Sheppard proceeded to request approval of the minutes.
4. After review, it was then moved by Member Starkey, seconded by Member Johnson, and passed unanimously with a vote of 9 ayes and 0 nays to approve the minutes of the Board of Trustees regular meeting held January 10, 2024, as written.
5. No persons wishing to address the Board on closed session matters.
6. No closed session matters needing legal counsel.
7. Reports (7.1 – 7.2)
- 7.1 Under item 7.1 of Reports, District Manager's Report, the District Manager reported that on January 11, 2024, the District completed the monthly management meeting, staff meeting, and all vehicle inspections. The District's Safety Committee held their monthly meeting as well as management. In addition, staff attended annual training on the safe use and handling of pesticides, pesticide review, forklift training, and respirator training.

The District was closed on January 15, 2024, in observance of Dr. Martin Luther King Jr. Day.

On January 17, 2024, District management attended a webinar provided by the California Air Resources Control Board regarding the new Clean Vehicle Fleet regulations. The District Manager provided a brief update and informed the Board that the District has three vehicles that are affected by the new Clean Vehicle Fleet regulations. The District Manager informed the Board that District management continues to work on getting clarification from the California Air Resources Control Board.

On January 19, 2024, the District Manager attended the biweekly Legislative Regulatory Committee call. MVCAC lobbyists and committee members reviewed legislation and current regulatory issues throughout the state.

January 22 through January 24, 2024, District management and laboratory staff attended the MVCAC Annual Conference. The conference was full of useful information on many different topics including, but not limited to, invasive Aedes, dengue infections in California, laws and regulations, public education and outreach, and drone use for mosquito control.

On February 6, 2024, the District Manager met with a representative of Valent Biosciences to discuss products, product availability, and pricing.

On February 7, 2024, District management attended a Butte County Special Districts Association meeting held at CARD in Chico. The District Manager was appointed as Vice President to a one-year term.

On February 8, 2024, District management attended a CalPERS webinar on the Districts CEPPT account update and informed the Board that the fund had earned nearly 5%.

On February 14, 2024, the District Manager attended a MVCAC Legislative Committee meeting reviewing the new legislative bills for 2024 and strategized and planned for the MVCAC Lobby Day.

The District Manager gave an update on the above ground tank project and potential change orders in the future that have been identified during the permitting process with the City of Oroville.

- 7.2 Under item 7.2 of Reports, the Assistant Manager reviewed the 2023 BCMVCD Annual Report with the Board. The Board complimented staff to the quality of the report.
8. Policy Matters (8.1 – 8.3)
 - 8.1 Under item 8.1 of Policy Matters, the Board was asked to consider authorizing the District Manager to execute the Fire Victim Trust releases on behalf of the District, the Butte County Mosquito and Vector Control District. The District Manager gave the Board a brief explanation for the request. It was moved by Member LaRocca, seconded by Member Johnson and approved with a vote of 9 ayes 0 nays to authorizing District management to execute the Fire Victim Trust releases on behalf of the District.
 - 8.2 Under item 8.2 of Policy Matters, the Board was asked to consider approving an application for eligibility for the State and Federal Surplus Property Program. The District Manager reminded the Board that a similar application was presented to the Board in 2020 and this application would be a renewal. It was then moved by Member Schuster, seconded by Member Kirk, and passed unanimously with a vote of 9 ayes 0 nays to approve the application for eligibility for State and Federal Surplus Property Program
 - 8.3 Under item 8.3 of policy matters, time was set aside to allow the Board of Trustees to complete the Form 700 Statement of Economic Interest as required by the Fair Political Practices Commission.
9. Under topic of the month, the District Manager gave a presentation on overwintering *Anopheles freeborni*.
12. After reviewing the demands made upon the District for the past month, it was then moved by Member Kirk, seconded by Member Schuster, and passed unanimously with a vote of 9 ayes 0 nays to authorize checks numbered 53444 through 53556 be signed and distributed. Expenditures for the month totaled \$442,788.38.
13. No items under personnel to report.
14. No correspondence to report.
15. Under other business to report, Member Kirk provided information to the Board regarding some research he had done on Lyme disease. The District Manager reported to the Board information regarding a Dengue outbreak in South America occurring before and during Carnival and had also heard about a new vaccine that is available to children of certain age group.
16. No persons wishing to address the Board pertaining to closed session matters.
17. No closed session matters not warranting legal counsel.
18. President Sheppard announced adjournment at 4:47 PM and concluded by stating that the next regular meeting of the BCMVCD Board of Trustees would meet at 4:00 PM on March 13, 2024, at the Chico Substation Board Room at 444 Otterson Drive, Chico, CA 95928.

Respectfully submitted,

Melissa Schuster,
Secretary

On February 15, 2024, District management met with representatives of Mom's Club to discuss the District's Aggressive Larvicide Program and to review best management practices to reduce mosquitoes. Also on this date, District management signed the Fire Victim's Trust release per the direction of the Board.

On February 22, 2024, the District had its SB 989 UST inspections. Two of the three tests the District passed; one test was not performed as repairs need to be made before the test can be completed. The District is in the process of getting the repair completed. Also on this date, the District Manager attended a Legislative Committee meeting to review 2024 legislation and reviewed the feedback from the 2024 Leg Day that was held.

On February 27, 2024, District management and administrative staff attended a weekly meeting with Leading Edge and Associates to review the status of MapVision 3.0 and to discuss the needs still needing to be completed on the project. Also on this date, the above-mentioned staff held an annual pre-budget meeting to discuss needs, wants, and prices. In addition, District management attend a webinar on new employment law for 2024.

On February 28 and 29, 2024, District management attend the VCJPA Annual Conference. The conference provides nuts and bolts training to the programs and coverages, employment law, and worker's compensation procedures. The conference is informative and very educational.

On February 29, 2024, the District completed the monthly management meeting, staff meeting, and all vehicle inspections. The District's Safety Committee held their monthly meeting as well as management.

On March 1, 2024, the District Manager attended the biweekly Legislative Regulatory Committee call. MVCAC lobbyists and committee members reviewed legislation and current regulatory issues throughout the state.

On March 5, 2024, District management and administrative staff attended a weekly meeting with Leading Edge and Associates to review the status of MapVision 3.0 and to discuss the needs still needing to be completed on the project. Also on this date, District management and administrative staff attended training on SB 553 which requires the District to create and produce a Workplace Violence Prevention Program (WVPP) by July 1, 2024. The District is currently working with the VCJPA to create a WVPP pursuant to the new law.

On March 6, 2024, the Assistant Manager met virtually with RG&A and the civil engineer to finalize the plans to be submitted to the city of Oroville's review for the new building expansion project. The District is hopeful to put this project out to bid soon.

On March 12, 2024, District management and administrative staff attended a weekly meeting with Leading Edge and Associates to review the status of MapVision 3.0 and to discuss the needs still needing to be completed on the project.

AB 1115 postpones the repeal of Barry Keene Underground Storage Tank Cleanup Trust Fund Act of 1989 provisions to January 1, 2036. In short, the District can maintain its \$5,000.00 UST Fund in reserves as opposed to increasing that to \$1,000,000.00.

The District has received payment for all outstanding invoices from the 2023 mosquito season.

2024 Butte County MVCD Vehicles Surplus to Need

- Vehicle 160 - 2007 Ford F150 Super Cab XL Triton

VIN: 1FTRX12W67KD33215
License: 1279297
Mileage: 81,550
Estimated Value: \$8,066

Starting Bid Recommendation: \$2,500

- Vehicle 166 – 2010 Ford F150 Super Cab XL

VIN: 1FTEX1CW3AFB65854
License: 1329785
Mileage: 95,090
Estimated Value: \$8,839

Starting Bid Recommendation: \$2,500

- Vehicle 169 – 2011 Dodge Dakota Extended Cab 4x4

VIN: 1D7RW2BK8BS523649
License: 1320786
Mileage: 88,132
Estimated Value: \$10,676

Starting Bid Recommendation: \$2,500

- Vehicle 170 – 2011 Dodge Dakota Extended Ca 4x4

VIN: 1D7RW2BK3BS522988
License: 1320787
Mileage: 89,745
Estimated Value: \$10,626

Starting Bid Recommendation: \$2,500



V160

2007 Ford F150 Super Cab Pricing Report

Style: STX Pickup 4D 5 1/2 ft

Mileage: 81,550

KBB.com Consumer Rating: 4.5/5

Sell to Private Party

Private Party Range
\$6,833 - \$9,298
Private Party Value
\$8,066



Valid for ZIP code 95965 through 03/05/2024

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ Gray

Engine

V8, 4.6 Liter

Transmission

Automatic

Drivetrain

2WD

Comfort and Convenience

Air Conditioning

Power Windows

Power Door Locks

Cruise Control

Steering

Power Steering

Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Single Disc)

Safety and Security

Dual Air Bags

Braking and Traction

ABS (4-Wheel)

Wheels and Tires

Premium Wheels



V166

2010 Ford F150 Super Cab Pricing Report

Style: XL Pickup 4D 6 1/2 ft

Mileage: 95,090

KBB.com Consumer Rating: 4.5/5

Sell to Private Party

Private Party Range
\$6,805 - \$10,872
Private Party Value
\$8,839



Valid for ZIP code 95965 through 03/05/2024



Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ White

Engine

✓ V8, 16V, 4.6 Liter

Transmission

✓ Automatic, 4-Spd
w/Overdrive

Drivetrain

2WD

Comfort and Convenience

Air Conditioning

Cruise Control

Steering

Power Steering

Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo

Safety and Security

Dual Air Bags

Side Air Bags

Head Curtain Air Bags

Braking and Traction

ABS (4-Wheel)

Traction Control

Stability Control

Wheels and Tires

Steel Wheels

Seats

Vinyl Interior



V169

2011 Ram Dakota Extended Cab Pricing Report

Style: ST Pickup 4D 6 1/2 ft

Mileage: 88,132

KBB.com Consumer Rating: 4.5/5

Sell to Private Party

Private Party Range
\$9,199 - \$12,152
Private Party Value
\$10,676



Valid for ZIP code 95965 through 03/05/2024

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ White

Drivetrain

✓ 4WD

Braking and Traction

ABS (4-Wheel)

HD Suspension

Comfort and Convenience

Air Conditioning

Cruise Control

Wheels and Tires

Steel Wheels

Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Single Disc)

Transmission

✓ Automatic, 4-Spd
w/Overdrive

Safety and Security

Dual Air Bags

F&R Head Curtain Air
Bags

F&R Side Air Bags

Steering

Power Steering

Tilt Wheel

Cargo and Towing

✓ Towing Pkg

Engine

✓ V6, 3.7 Liter

Exterior

Fog Lights

V170

2011 Ram Dakota Extended Cab Pricing Report

Style: ST Pickup 4D 6 1/2 ft

Mileage: 89,745

KBB.com Consumer Rating: 4.5/5

Sell to Private Party

Private Party Range \$9,149 - \$12,102
Private Party Value \$10,626



Valid for ZIP code 95965 through 03/05/2024

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ White

Drivetrain

✓ 4WD

Braking and Traction

ABS (4-Wheel)

HD Suspension

Comfort and Convenience

Air Conditioning

Cruise Control

Wheels and Tires

Steel Wheels

Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Single Disc)

Transmission

✓ Automatic, 4-Spd
w/Overdrive

Safety and Security

Dual Air Bags

F&R Head Curtain Air
Bags

F&R Side Air Bags

Steering

Power Steering

Tilt Wheel

Cargo and Towing

✓ Towing Pkg

Engine

✓ V6, 3.7 Liter

Exterior

Fog Lights



Change Order #	103937
Created	02/01/2024
Expires	03/02/2024

Quoted To:	Site Address	Quoted By
Butte Mosquito control 5117 Larkin Road Oroville, CA 95965 US	Butte Mosquito control Butte Mosquito Control 5117 Larkin Road Oroville, CA 95965 US arron lumsden alumsden@buttemosquito.com	Joe Landa 2209 Zeus Court Bakersfield, CA 93308

Notes

Scope of work
 Cut and break area for new footings
 Dispose of demo material
 over excavate areas to compact for new tank footings per plan set
 4 FT. WIDE X 8 FT. LONG X 0.83 FT. DEEP
 W/ # 6 REBAR @ 18 IN. O.C. EACH WAY
 Let concrete cure for 5 days before tank set

Task: Install (2) concrete footings per plan set				
Part Number	Description	Price	Qty	Ext. Price
Labor	Labor Charge <i>Cut and break out for (2) FOOTING DIM. : 4 FT. WIDE X 8 FT. LONG X 0.83 FT. DEEP W/ # 6 REBAR @ 18 IN. O.C. EACH WAY Compact soil for new footings Pour and finish 2500 psi concrete</i>	\$24,500.00	1.00	\$24,500.00
			SubTotal	\$24,500.00
			Total	\$24,500.00

Print Name _____ Title _____
 Sign to _____ Date _____
 Accept _____

Terms

Custom (see Quote Notes)

Terms & Conditions

Payment by Cash or Check (Credit Card subject to 3% convenience fee) Customer agrees to pay a finance charge of 1 1/2% per month on all past due amounts (APR is 18%). Customer agrees to pay reasonable attorneys and collections fees needed to collect a past due amount.

If sales tax applies it will be added per invoice

Contractor agrees:

- 1) That all workmanship by Contractor will be guaranteed for a period of 1 year and the work will be completed in accordance with any drawings or specifications furnished by Customer.
- 2) Materials may be warranted by the manufacturer but are not warranted by Contractor.
- 3) There are no further warranties expressed or implied other than those stated in this Contract. I understand that Nwestco, LLC may file a right to lien against equipment and/or labor included in this contract. Nwestco, LLC. shall retain and reserve all rights to title of goods shipped, delivered, or installed on Customer's premises until such time and upon the condition that Customer has paid the full purchase price for said goods including installation costs. Customer grants to Nwestco, LLC. the right to enter upon Customer's premises and remove all goods not paid for within thirty (30) days, or upon terms of contract. Nevertheless, the risk of loss from theft, fire damage or other casualty shall pass from Contractor to Customer upon delivery of goods to Customer's premises. I understand that Nwestco, LLC may file a right to lien and/or UCC Agreement against equipment and/or labor included in this contract.

The ownership of this documentation and/or drawings shall transfer to "Customer" upon signing of a contract between "Customer" and Nwestco, LLC. Until such contract is fully executed by both parties, the documentation and/or drawings will remain the exclusive intellectual property of Nwestco, LLC and may not be reproduced, disclosed or discussed, in whole or in part, with any third parties without the express written permission of Nwestco, LLC. Due to the extremely corrosive nature of Magnesium Chloride on concrete, (which is used as a deicing solution on highways and interstates) ,we will not be responsible for concrete damage due to spalding or loss of the top surface of the concrete.

Winter Clause: In case of winter construction, additional labor and material expense including tarps, blankets, heaters, tents, ground thaw heaters, fuel or anything else required to perform construction will be billed to Customer at 10% over cost.



Change Order #	103937
Created	02/01/2024
Expires	03/02/2024

Freight Clause: Due to increasing fuel prices and surcharges, the freight rate quoted is only an estimate. Actual freight will be established when material is shipped. Nwestco, LLC. cannot provide a confirmed rate until the product is ready for shipment.

Concrete Clause: Although Contractor takes every precaution with new concrete, including using sealing agents, the use of deicing salts and/or magnesium chloride from the highways has a drastic effect on new concrete. Contractor will be responsible for issues with workmanship but will not be responsible for the spalling (loss of finished surface) that occurs because of the deicing agents. **Economic Clause:** If a manufacturer who's products have been quoted goes out of business or has to make changes due to economic conditions then the equipment may be modified and/or adjusted with similar products to meet the agreed to pricing on the quote. If this is not possible then the customer will be notified of the impact on the project.

Cost Escalation Clause: Due to increasing commodity prices the quotation or bid, is only an estimate. Actual material and equipment costs are subject to change to the prices in effect at the time of delivery. Nwestco, LLC reserves the right to make any adjustment to prices quoted due to supplier cost increases of any specific requirements including without limitation to any design, specification, ordered quantity, vendor cost increases, or shipment changes representing a price increase. If this occurs a change order will be applied, and an additional invoice will be issued requiring prompt payment.

Fuel Surcharge Clause: With respect to fuel costs associated with Nwestco, LLC transportation to perform the mutually agreed upon scope accepted in the quotation or bid, Nwestco, LLC reserves the right to add a fuel surcharge for additional costs incurred to complete the agreed upon scope. **Supplier**

Surcharge Clause: Due to global supply disruptions for material and equipment there is potential for suppliers to charge additional surcharges to customers. If additional surcharges are charged to Nwestco, LLC by our suppliers as part of performing the mutually agreed upon scope of work within the

quotation or bid, Nwestco, LLC will provide a change order and an additional invoice will be issued requiring prompt payment.

Storage Tank Clause: Due to the volatility of market prices for raw materials from potential tariffs on imported goods, supply chain disruptions, and supplier cost increases, above ground storage tanks and below ground storage tanks pricing can only be honored for 48 hours. Due to market volatility, we must place orders for storage tanks as they are signed. We will be constantly monitoring the price and try to mitigate the impact to our customers as much as we can. Unforeseen price fluctuations due to market volatility will be provided by Nwestco, LLC in a change order and an additional invoice will be issued requiring prompt payment.

All excavation for underground tanks, footing, or any other excavation quote is based on normal soils and excludes all dewatering. In the event, underground obstacles, groundwater, or contaminated soils are encountered the customer will be contacted and additional charges will apply based on time and material rates

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.



Quote #	104055
Created	02/27/2024
Expires	03/28/2024

Quoted To:	Site Address	Quoted By
Butte Mosquito control 5117 Larkin Road Oroville, CA 95965 US	Butte Mosquito control Butte Mosquito Control 5117 Larkin Road Oroville, CA 95965 US arron lumsden alumsden@buttemosquito.com	Joe Landa 2209 Zeus Court Bakersfield, CA 93308

Notes

Scope of work
Scan concrete for thickness and rebar centers
Pull concrete core for strength testing

Task: Concrete Sampling				
Part Number	Description	Price	Qty	Ext. Price
Labor	Labor Charge <i>Scan concrete for thickness and rebar spacing. Pull core sample for testing. Send core off for testing. Provide reports</i>	\$4,545.45	1.00	\$4,545.45
			SubTotal	\$4,545.45
			Total	\$4,545.45

Print Name _____ Title _____
 Sign to _____ Date _____
 Accept _____

Terms

Custom (see Quote Notes)

Terms & Conditions

Payment by Cash or Check (Credit Card subject to 3% convenience fee) Customer agrees to pay a finance charge of 1 1/2% per month on all past due amounts (APR is 18%). Customer agrees to pay reasonable attorneys and collections fees needed to collect a past due amount.

If sales tax applies it will be added per invoice.

Contractor agrees:

- 1) That all workmanship by Contractor will be guaranteed for a period of 1 year and the work will be completed in accordance with any drawings or specifications furnished by Customer.
- 2) Materials may be warranted by the manufacturer but are not warranted by Contractor.
- 3) There are no further warranties expressed or implied other than those stated in this Contract. I understand that Nwestco, LLC may file a right to lien against equipment and/or labor included in this contract. Nwestco, LLC. shall retain and reserve all rights to title of goods shipped, delivered, or installed on Customer's premises until such time and upon the condition that Customer has paid the full purchase price for said goods including installation costs. Customer grants to Nwestco, LLC. the right to enter upon Customer's premises and remove all goods not paid for within thirty (30) days, or upon terms of contract. Nevertheless, the risk of loss from theft, fire damage or other casualty shall pass from Contractor to Customer upon delivery of goods to Customer's premises. I understand that Nwestco, LLC may file a right to lien and/or UCC Agreement against equipment and/or labor included in this contract.

The ownership of this documentation and/or drawings shall transfer to "Customer" upon signing of a contract between "Customer" and Nwestco, LLC. Until such contract is fully executed by both parties, the documentation and/or drawings will remain the exclusive intellectual property of Nwestco, LLC and may not be reproduced, disclosed or discussed, in whole or in part, with any third parties without the express written permission of Nwestco, LLC.

Due to the extremely corrosive nature of Magnesium Chloride on concrete, (which is used as a deicing solution on highways and interstates) , we will not be responsible for concrete damage due to spalding or loss of the top surface of the concrete.

Winter Clause: In case of winter construction, additional labor and material expense including tarps, blankets, heaters, tents, ground thaw heaters, fuel or anything else required to perform construction will be billed to Customer at 10% over cost.

Freight Clause: Due to increasing fuel prices and surcharges, the freight rate quoted is only an estimate. Actual freight will be established when material is shipped. Nwestco, LLC. cannot provide a confirmed rate until the product is ready for shipment.

Concrete Clause: Although Contractor takes every precaution with new concrete, including using sealing agents, the use of deicing salts and/or magnesium chloride from the highways has a drastic effect on new concrete. Contractor will be responsible for issues with workmanship but will not be responsible for the spalling (loss of finished surface) that occurs because of the deicing agents.

Economic Clause: If a manufacturer who's products have been quoted goes out of business or has to make changes due to economic conditions then the



Quote #	104055
Created	02/27/2024
Expires	03/28/2024

equipment may be modified and/or adjusted with similar products to meet the agreed to pricing on the quote. If this is not possible then the customer will be notified of the impact on the project.

Cost Escalation Clause: Due to increasing commodity prices the quotation or bid, is only an estimate. Actual material and equipment costs are subject to change to the prices in effect at the time of delivery. Nwestco, LLC reserves the right to make any adjustment to prices quoted due to supplier cost increases of any specific requirements including without limitation to any design, specification, ordered quantity, vendor cost increases, or shipment changes representing a price increase. If this occurs a change order will be applied, and an additional invoice will be issued requiring prompt payment.

Fuel Surcharge Clause: With respect to fuel costs associated with Nwestco, LLC transportation to perform the mutually agreed upon scope accepted in the quotation or bid, Nwestco, LLC reserves the right to add a fuel surcharge for additional costs incurred to complete the agreed upon scope.

Supplier Surcharge Clause: Due to global supply disruptions for material and equipment there is potential for suppliers to charge additional surcharges to customers. If additional surcharges are charged to Nwestco, LLC by our suppliers as part of performing the mutually agreed upon scope of work within the quotation or bid, Nwestco, LLC will provide a change order and an additional invoice will be issued requiring prompt payment.

Storage Tank Clause: Due to the volatility of market prices for raw materials from potential tariffs on imported goods, supply chain disruptions, and supplier cost increases, above ground storage tanks and below ground storage tanks pricing can only be honored for 48 hours. Due to market volatility, we must place orders for storage tanks as they are signed. We will be constantly monitoring the price and try to mitigate the impact to our customers as much as we can. Unforeseen price fluctuations due to market volatility will be provided by Nwestco, LLC in a change order and an additional invoice will be issued

requiring prompt payment.

All excavation for underground tanks, footing, or any other excavation quote is based on normal soils and excludes all dewatering. In the event, underground obstacles, groundwater, or contaminated soils are encountered the customer will be contacted and additional charges will apply based on time and material rates.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.



BUTTE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

*From the Desk of
District Manager Matthew C. Ball*

March 7, 2024

Butte County Mosquito and Vector Control District
Board of Trustees
Attention: President Sheppard
5117 Larkin Road
Oroville, CA 95965-9250

Re: District Manager Contract Extension

Dear members of the Board of Trustees,

I am writing to request a one-year contract extension to the current employment agreement between the District and myself, the "District Manager." I am satisfied and feel privileged with the current language and terms of the contract. I do not wish to renegotiate terms at this time.

I have and continue to be honored and privileged to serve as your District Manager for the past fifteen years and it is my intention and hope to serve many more. I firmly believe that I have a strong bond and great communication lines with each of you, the District's staff, and the public the District serves. I strongly feel that together, we have completed an abundance of projects and achieved many goals over the past fifteen years, and I am excited to see what we can accomplish in the future.

Looking forward to progressively leading the District for many years to come.

Respectfully,

A handwritten signature in blue ink, appearing to read "Matthew C. Ball".

Matthew C. Ball
District Manager

mcb